

**AGREEMENT BETWEEN**

**CORNING UNION HIGH SCHOOL DISTRICT**

**AND**

**CORNING HIGH SCHOOL EMPLOYEES  
ASSOCIATION/ESP/CTA/NEA**

**JULY 1, 2024- JUNE 30, 2027**

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<b>AGREEMENT BETWEEN .....</b>	<b>1</b>
<b>ARTICLE I: AGREEMENT.....</b>	<b>1</b>
<b>ARTICLE II: RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE III: DUES DEDUCTION .....</b>	<b>1</b>
3.1 EMPLOYEE RIGHTS.....	1
3.2 DUES DEDUCTION .....	1
<b>ARTICLE IV: EMPLOYEE PERFORMANCE EVALUATION PROCEDURES .....</b>	<b>2</b>
4.1 EVALUATION PROCEDURES.....	2
4.2 EMPLOYEE PERSONNEL FILES .....	2
<b>ARTICLE V: ASSOCIATION RIGHTS.....</b>	<b>3</b>
<b>ARTICLE VI: DISTRICT RIGHTS:.....</b>	<b>4</b>
<b>ARTICLE VII: HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION .....</b>	<b>5</b>
7.1 WORKWEEK AND WORKDAY.....	5
7.2 LUNCH PERIOD.....	5
7.3 REST PERIOD .....	6
7.4 OVERTIME.....	6
7.5 COMPENSATORY TIME OFF .....	7
7.6 ANYTIME SCHOOL.....	7
<b>ARTICLE VIII: COMPENSATION .....</b>	<b>8</b>
8.1 WAGES: .....	8
8.2 INSURANCE BENEFITS: .....	9
8.3 RETIREE INSURANCE BENEFITS:.....	9
8.4 UNIFORMS .....	10
8.5 AUTOMOBILE MILEAGE EXPENSE REIMBURSEMENT.....	10
8.6 EXPENSE REIMBURSEMENT.....	10
8.7 PAYROLL ERRORS.....	11
8.8 PERSONAL PROPERTY-DAMAGED/STOLEN.....	11
8.9 SAFETY EQUIPMENT .....	12
8.10 PHYSICAL EXAMINATIONS.....	12
8.13 REIMBURSEMENT FOR TUITION .....	12
<b>ARTICLE IX: HOLIDAYS .....</b>	<b>14</b>
9.1 SCHEDULED HOLIDAYS.....	14
9.2 HOLIDAYS ON SATURDAY OR SUNDAY .....	14
9.3 HOLIDAY ELIGIBILITY .....	14
9.4 CHRISTMAS EVE AND NEW YEAR’S EVE FLEXIBILITY .....	15
<b>ARTICLE X: VACATION .....</b>	<b>15</b>
10.1 ELIGIBILITY .....	15
10.2 PAID VACATION .....	15
10.3 ACCUMULATION.....	16
10.4 VACATION PAY UPON TERMINATION.....	16
10.5 VACATION POSTPONEMENT.....	17
10.6 HOLIDAYS .....	17
10.7 VACATION SCHEDULING.....	17
<b>ARTICLE XI: LEAVES.....</b>	<b>17</b>
11.1 SICK LEAVE.....	17
11.2 PERSONAL NECESSITY LEAVES .....	19
11.3 PERSONAL LEAVE.....	20

11.4	BEREAVEMENT LEAVE.....	20
11.5	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE .....	20
11.6	JURY DUTY .....	21
11.7	MILITARY LEAVE.....	21
11.8	BREAK-IN-SERVICE.....	21
11.9	FAMILY AND MEDICAL CARE LEAVE (UNPAID) .....	21
11.10	OTHER LEAVE WITHOUT PAY .....	22
11.11	CATASTROPHIC ILLNESS LEAVE.....	22
<b>ARTICLE XII: HIRING.....</b>		<b>24</b>
12.1	STUDENT EMPLOYEES.....	24
12.2	DISTRIBUTION OF JOB INFORMATION.....	24
12.3	FEDERAL OR STATE PROGRAMS .....	24
<b>ARTICLE XIII: TRANSFERS .....</b>		<b>24</b>
13.1	LATERAL TRANSFERS: .....	24
13.2	MEDICAL TRANSFERS: .....	25
<b>ARTICLE XIV: JOB VACANCIES .....</b>		<b>25</b>
14.3	POSTING OF NOTICES .....	25
14.4	NOTICE CONTENTS .....	25
<b>ARTICLE XV: CLASSIFICATION/RECLASSIFICATION .....</b>		<b>26</b>
15.1	ASSIGNMENT .....	26
15.2	CREATION OF NEW CLASSIFICATIONS.....	26
15.3	ASSIGNMENT TO A HIGHER CLASSIFICATION .....	26
15.4	RECLASSIFICATION: "RECLASSIFICATION" MEANS THE UPGRADING OF A POSITION TO A HIGHER CLASSIFICATION AS A .....	26
15.5	RECLASSIFICATION PROCESS: .....	27
<b>ARTICLE XVI: DISCIPLINARY ACTION .....</b>		<b>28</b>
16.1	DEFINITIONS .....	28
16.2	CAUSES.....	28
16.3	DISCIPLINARY PROCEDURES .....	29
16.4	HEARING PROCEDURES .....	30
16.4.4	EVIDENCE.....	31
16.4.5	EXCLUSION OF WITNESSES .....	31
16.4.6	BURDEN OF PROOF .....	31
16.4.5	FINDINGS AND DECISION.....	31
16.4.6	TRANSCRIPTS OF HEARING.....	32
16.4.7	CONTINUANCES.....	32
16.5	TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEES.....	32
<b>ARTICLE XVII: LAYOFF AND RE-EMPLOYMENT .....</b>		<b>32</b>
17.1	DEFINITIONS .....	32
17.2	ORDER OF NOTICE OF LAYOFF .....	32
17.3	ORDER OF NOTICE OF LAYOFF .....	33
17.4	OPTIONS OF EMPLOYEES NOTIFIED OF LAYOFF.....	33
17.5	RIGHTS OF EMPLOYEES LAID OFF .....	34
17.6	REEMPLOYMENT RIGHTS: .....	34
17.7	RETIREMENT IN LIEU OF LAYOFF: .....	35
17.8	RETURN RIGHTS: .....	35
17.9	SENIORITY LIST:.....	35
<b>ARTICLE XVIII: GRIEVANCE PROCEDURE .....</b>		<b>36</b>
18.1	DEFINITION.....	36
18.2	PROCEDURE.....	36

18.3	MISCELLANEOUS PROVISIONS .....	38
<b>ARTICLE XIX: SAFETY CONDITIONS OF EMPLOYMENT.....</b>		<b>39</b>
19.4	SAFETY COMMITTEE:.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE XX: PROFESSIONAL GROWTH .....</b>		<b>39</b>
20.1	PROFESSIONAL GROWTH .....	40
20.2	CREDIT TOWARDS STIPEND.....	40
20.3	STIPEND ACCUMULATION .....	40
20.4	REQUIRED PROCEDURES:.....	40
<b>ARTICLE XXI: TRANSPORTATION.....</b>		<b>41</b>
21.1	CHANGES OF BUS DRIVER HOURS AND ASSIGNED ROUTES.....	41
21.2	EXTRA ASSIGNMENTS: .....	42
21.3	DETERMINING ROUTE AVERAGE TIME .....	44
21.4	CORNING UNION HIGH SCHOOL DISTRICT DRIVER'S : .....	44
<b>ARTICLE XXII: CONCERTED ACTIVITIES .....</b>		<b>45</b>
<b>ARTICLE XXIII: SAVINGS PROVISIONS .....</b>		<b>45</b>
<b>ARTICLE XXIV: COMPLETION OF MEETING AND NEGOTIATING .....</b>		<b>45</b>
<b>ARTICLE XXV: TERM.....</b>		<b>46</b>
<b>SIGNATURE PAGE.....</b>		<b>46</b>
APPENDIX A - SALARY SCHEDULE.....		<b>ERROR! BOOKMARK NOT DEFINED.</b>
APPENDIX B – LIST OF CLASSIFICATIONS/JOB FAMILIES .....		48
APPENDIX C – CLASSIFIED EMPLOYEE PERFORMANCE APPRAISAL.....		50
APPENDIX D – PROFESSIONAL GROWTH PROGRAM .....		51
APPENDIX D – PROFESSIONAL GROWTH PROGRAM .....		52
APPENDIX E – RECLASSIFICATION FORM - EMPLOYEE .....		57
APPENDIX F – APPLICATION FOR ANNUAL CASHOUT OF PERSONAL LEAVE.....		58
APPENDIX G – CLASSIFIED EMPLOYEE CATASTROPHIC LEAVE DONATION FORM.....		59
APPENDIX H – ALARM STIPEND PHASE IN TIMELINE.....		60
APPENDIX I – EDUCATIONAL STIPEND APPLICATION .....		61
APPENDIX J – PERSONNEL FILE: INSPECTION/COPY REQUEST FORM .....		62

## **ARTICLE I: AGREEMENT**

This is an Agreement made and entered into July 1, 2024, by and between the Corning Union High School District (hereafter referred to as “**District**”) and the Corning High School Employees Association/ESP/CTA/NEA (hereafter referred to as “**Association**”).

## **ARTICLE II: RECOGNITION**

2.1 The District recognizes the Association as the exclusive representative for a unit of classified employees described as follows:

The unit shall **include**: All classified employees with probationary or permanent status.

The unit shall **exclude**: All management, supervisory, and confidential employees and all other employees.

2.2 Joint Association/Management meetings (Employer/Employee Relations Committee) may be held monthly September through May for no more than 90 minutes. The Association or District may request a meeting. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. Items for the meeting agenda should be sent to the superintendent prior to the meeting and/or can be determined by those in attendance at the meeting and there shall be no restrictions on subject matter, provided the meetings shall not substitute for normal grievance procedures, normal reclassification requests, nor for formal negotiations between the parties.

Those in attendance shall consist of the Association’s Chapter President and one designee and the District Superintendent and one designee. Others may attend the meeting by invitation as necessary to support the items on the agenda. The meeting shall be summarized in written minutes and distributed to all in attendance.

## **ARTICLE III: DUES DEDUCTION**

### **3.1 Employee Rights**

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

### **3.2 Dues Deduction**

3.2.1 The Association has the sole and exclusive right to have membership dues deducted by the District for unit members.

3.2.2 The District shall deduct from the pay of Association members and pay to the Association the sum equal to the normal and regular monthly Association membership dues.

- 3.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to modify their deduction authorization at any time, pursuant to either Section 3.3 or 3.4 below.
- a. The District shall notify the Association if any member modifies their deduction authorization.
  - b. The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than thirty (30) calendar days after submission of the form to the designated representative of the District.

## **ARTICLE IV: EMPLOYEE PERFORMANCE EVALUATION PROCEDURES**

### **4.1 Evaluation Procedures**

- 4.1.1 Effective for each bargaining unit member hired on or after July 1, 2023, the probationary period shall be six months or 130 days in paid status, whichever is longer. A probationary employee or a permanent employee serving a promotional probationary period will be evaluated at least once during the probationary period. The immediate supervisor shall discuss the probationary evaluation with the employee. The ‘immediate supervisor’ is the first level administrator or supervisor having immediate jurisdiction over the employee and who has been designated by the District to complete the performance evaluation.”
- 4.1.2 Each permanent status unit member shall receive a written performance evaluation by the immediate supervisor at least once each fiscal year. (Appendix C)
- 4.1.3 The immediate supervisor shall discuss each written evaluation with the employee and shall provide the employee with a copy prior to placement in the employee's personnel file.
- 4.1.4 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies.
- 4.1.5 The employee shall have the right to respond to negative written performance evaluations in accordance with Article 4.2.3.

### **4.2 Employee Personnel Files**

- 4.2.1 An employee or a person authorized in writing by the employee, may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:
- a. are obtained prior to his/her employment
  - b. were prepared by identifiable examination committee members or,
  - c. were obtained in connection with a promotional examination.
  - d. professional growth
- 4.2.2 An employee may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a district Administrator or a designee. Association representatives may also inspect an employee’s personnel file with the written authorization of the employee.

- 4.2.3 No material of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without providing the employee a copy and allowing the employee an opportunity to review and comment thereon at reasonable times during a ten (10) working day period. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times when the employee can be spared from duty as determined by the supervisor. The employee shall be released from duty without loss of pay. The employee shall submit a request in advance to the supervisor to leave the normal place of work during the assigned times for such review and comment.
- 4.2.4 All material placed in an employee's personnel file shall be dated and signed by the contributor, and shall indicate the date of such placement.
- 4.2.5 The official personnel file of each unit member as referred to in this Article shall be kept in the District Office. No material, which is not properly placed in this file, may be used in any disciplinary proceeding.

## **ARTICLE V: ASSOCIATION RIGHTS**

- 5.1 The Association shall have the right of access to unit members in such a way, which will not interfere with school programs and the completion of work. Association Representatives who are not employed by the District shall notify the supervisor or the District Office at the time of the visit.
- 5.2 The Association shall have the right to use, without charge, institutional bulletin boards and mail boxes, subject to the following provisions:
  - a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization.
  - b. The Association shall not post or distribute information which libels the District or its personnel.
- 5.3 The Association may use District public facilities (when not otherwise in use), for the purpose of meetings concerned with exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of school facilities must be followed.
- 5.4 The Association may use, (when not otherwise in use), without charge, the District's audio-visual and word processing equipment when such equipment is operated by the employee qualified to operate it with prior approval of the District.
- 5.5 Upon written request, the Association shall be provided a complete "hire date" seniority roster of all bargaining unit employees at the beginning of each school year. The list shall be supplied with five (5) workdays of the request. The roster shall indicate the employee's present classification.
- 5.6 The Association shall have the right to review, at reasonable times, any District public material which relates to wages, hours and other terms and conditions of employment for bargaining unit employees.

- 5.7 Within thirty (30) days after the execution of this contract, the District shall update the contract posted to the District website and notify bargaining unit members of the update via their District email.
- 5.8 The Association President and the Superintendent shall meet periodically to discuss matters relating to employee/employer relations as mutually agreed. By mutual agreement, such meetings may include other representatives.
- 5.9 The Association shall have the right to designate up to four (4) employees who shall be given reasonable released time for meeting and negotiating with the District and for the processing of grievances. Disputes about released time shall be discussed in good faith between the parties before being referred to the Public Employment Relations Board.
- 5.10 The District shall release, without loss of compensation, elected or appointed Association members for the purpose of attending the CTA or NEA professional conferences, such as: Leadership, President's, UCLA Summer Institute, Issues/ESP, etc.
- A) The total cost of employee release in any fiscal year shall not exceed five (5) days or forty (40) hours.
  - B) The total number of employees released to attend a particular training shall not disrupt the essential services of the District.
  - C) The District shall only be responsible for the cost of release time from the employee's regular work hours and substitute's cost, if used.
  - D) When the District receives reimbursement from either NEA or CTA for an Association member's leave pursuant to this Article, the employee will not be charged against employee member's personal leave balances for conference attendance. If the District does not receive reimbursement for the Association member's leave, the employee will have time deducted from the member's personal leave balances.

## **ARTICLE VI: DISTRICT RIGHTS:**

- 6.1 It is agreed and understood that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 6.2 The district's exercise of its powers, rights, authority, duties and responsibilities; 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 express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 6.3 It is agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.



## **ARTICLE VII: HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION**

### **7.1 Workweek and Workday**

- 7.1.1 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, Sick Leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.
- 7.1.2 Workday: A day that the employee is required to provide service.
- 7.1.3 The length of the workday and workweek shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement.
- 7.1.4 The District may institute a program of time verification for unit members. This may involve the use of a time clock or other device to verify the time worked by employees. Workers who do not spend the entire workday on the job would have their salary deducted for the lost time.
- 7.1.5 A. Workweek: The workweek is defined as five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek when such is necessary to carry on the business of the District, except as provided for in Section 7.6. An employee will not necessarily be employed for a “workweek”.
- B. Employees who work less than eight (8) hours per day and forty (40) hours per week are considered part-time employees for calculating vacation and holiday pay, however; part-time employees are eligible for health benefits per Section 8.2 Insurance Benefits.
- 7.1.6 No later than five (5) working days prior to a proposed change in the days of the week that an employee shall work (unless the change is agreed to by the employee and the Association), the District shall notify the Association in writing. To the extent required by law, the proposed change in workdays shall be negotiated between the District and the Association.
- 7.1.7 When time and circumstances dictate, the days of the week that grounds, maintenance and custodial employees work may be modified on a rotational basis to allow an employee to work five (5) days per week including Saturday. This will not constitute overtime and the employee will have two consecutive days off if he desires.
- 7.1.8 A part-time unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive workdays or more, shall have the basic assignment changed to reflect the longer hours for the purposes of fringe benefit pro-ration. The regular workweek shall also be increased, except in the case of a temporary assignment of an anticipated duration.

### **7.2 Lunch Period**

- 7.2.1 All unit members who work a minimum of four (4) consecutive hours per day or more shall be entitled to an uninterrupted lunch period. The length of time and scheduling for such lunch period shall be prescribed by the District for a period of not less than one-half (1/2) hour.
- 7.2.2 An employee required to work any part of his/her lunch period shall receive compensating time off at the rate of one and one-half (1.5) the lunch hour time worked. (Ten minutes of work will equal 15 minutes of time off). The additional time can accumulate up to a period of one (1) hour at which point the employee must take the additional hour within one (1) month. Thereafter, the supervisor may direct when such compensatory time is to be taken. The employee shall give the supervisor three (3) days notice of taking such compensatory time.

### **7.3 Rest Period**

- 7.3.1 A fifteen (15) minute compensated rest period shall be provided to unit members of each continuous three (3) hour period of service. Except as provided below, this rest period shall be taken at the direction of the supervisor, in consultation with the employee, at or near the midpoint of each such three (3) hour period service.
- 7.3.2 For employees who qualify for two (2) rest periods, a rest period of thirty (30) minutes may be scheduled by the supervisor in consultation with the employee, during evening or special work shifts.

### **7.4 Overtime**

- 7.4.1 It is the policy of the District to properly compensate classified employees for required services provided. The District shall not require, nor knowingly permit, services to be performed for which appropriate compensation is not provided. Accordingly, employees shall not perform services beyond the normal assigned work hours without the knowledge and approval of the supervisor.
- 7.4.2 Except as otherwise provided herein, all overtime hours as defined in this Article shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.
- 7.4.3 All hours worked beyond the workweek of five (5) consecutive days by all employees working four (4) or more hours per day shall be compensated at the overtime rate commencing on the sixth (6<sup>th</sup>) consecutive day of work.
- 7.4.4 Employees whose average workday is less than four (4) hours shall be provided overtime compensation on the seventh (7<sup>th</sup>) day following the commencement of the workweek.
- 7.4.5 Specifically excluded from any overtime compensation for work in excess of eight (8) hours in one (1) day are those employed in security patrol and recreation classifications.

- 7.4.6 A unit member assigned to work by the immediate supervisor on a workday after normal working hours or on a day not scheduled to be worked, shall receive at least one (1) hour of work at the appropriate rate of pay. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday. This provision shall also not apply to the security patrol and recreation classifications.
- 7.4.7 The amount of overtime shall be distributed as equally as is reasonably practicable among all unit members within a classification. It is agreed and understood that certain factors (such as the character of work, employee preferences and availability, and time requirements for assigning work) may cause imbalances in the equal distribution of overtime work.
- 7.4.8 Notwithstanding any other provision of this Agreement, if an out-of-town assignment requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time an employee is relieved of duties for the evening and the time duties resume the following morning.

## **7.5 Compensatory Time off**

- 7.5.1 An employee in the bargaining unit may request time off in lieu of cash compensation for overtime work. Such request shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. If approved, compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.4 of this Article.
- 7.5.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District. . Unused compensatory time shall be paid out on June 30<sup>th</sup> of each year at the appropriate overtime rate based on the employee's current rate of pay. If an employee wishes to carry over all or part of his/her compensatory time off into the next fiscal year, he/she may submit a written request to his/her supervisor no later than June 1<sup>st</sup>. The Superintendent or designee shall make the final decision about how much compensatory time, if any, may be carried over.

## **7.6 Anytime School**

When work normally and customarily performed by District employees is required to be performed at times other than during the regular academic year, the work shall be offered first to District employees. In making the assignments of summer work, the District shall consider the needs of the District, employee qualifications, and length of District service, but no employee shall be required to accept the assignment. In the event no unit member accepts an assignment, the district may seek outside applicants.

An employee in the bargaining unit shall, for services performed as herein provided, receive a pro rata basis, no less than the compensation and benefits which are applicable to that classification during the regular academic year.

## ARTICLE VIII: COMPENSATION

### 8.1 Wages:

Unit members shall be compensated pursuant to salary schedule contained as Appendix A.

#### 8.1.1 Stipends

##### Bilingual Stipend

##### A. Criteria for bilingual stipend qualification:

- I. Unit member must be required to use his/her bilingual skills for routine communications with students, staff and/or parents. This may also require bilingual interaction with businesses, vendors or the general public.
- II. Unit member may use bilingual skills for written translations from English to Spanish or from Spanish to English.

Employees assigned and required or requested to use their language skills shall receive \$1,650.00 stipend. This amount shall be paid to 40 hour per week employees. For employees working less than 40 hours per week, the stipend shall be pro-rated. Bilingual stipends for all assigned positions will be paid on a monthly basis.

#### 8.1.2 Transportation Stipend

A. Any Classified Unit member who possesses a valid Class B license with passenger endorsement, DMV license, and a school bus certificate (CHP DL 45) and completes six (6) months of continuous District Employment shall receive a one-time \$1,500 stipend.

B. Current District Employees completing 8.1.2 (A) Shall receive a one-time \$1,000 stipend

8.1.3 **Paraeducators** who perform the following Essential Functions shall receive a skill stipend of \$2,500.00 annually.

*Perform or assist in routine and extensive physical and/or personal care functions for students with needs including but not limited to: diapering, toileting, feeding; insertion or removal of tubes, etc.*

8.1.4 **Custodians** whose regular shift begins at 2 p.m. or later shall receive a stipend of \$1,800 annually.

8.1.5 Employees who are required to respond to the district's alarm company shall receive an annual stipend (See Appendix H).

## 8.2 Insurance Benefits:

### 8.2.1 Eligibility:

A fulltime employee assigned eight (8) hours per day or forty (40) hours per week shall participate in the insurance benefits plan and shall receive 100% of the district's contribution toward insurance benefits.

- a) Employees assigned six (6) or more hours a day, or thirty (30) hours or more per week shall receive 100% of the district contribution to insurance benefits if they elect to participate in the insurance benefits plan.
- b) Employees assigned fewer than six hours per day, or less than thirty (30) hours per week may elect to participate in the district insurance benefits plan and receive a pro rata district contribution toward insurance benefits as it relates to an eight (8) hour employee.
- c) Less than fulltime employees will annually have the option to not participate in the district insurance benefits plan.
- d) There will be no 'in-lieu of benefits' or 'opt out' compensation for employees who elect not to participate in the district insurance benefits plan.
- e) Employees have the option to participate in the district insurance benefits plan annually during the Provider's Open Enrollment period and subject to their eligibility provisions.

### 8.2.2 District Contribution / Employee Cost

Each unit member shall pay any difference between the total monthly cost for benefits selected and the maximum monthly District contribution. Unit members shall be required to complete a payroll deduction authorization under the benefits plans.

### 8.2.3 I.R.C. Section 125 Plan

The District maintains an I.R.C. 125 Plan for voluntary participation by unit members. Unit members may authorize pre-tax payments for costs of health insurance over the maximum District contribution; out-of-pocket health and welfare benefit expenses by payroll deduction subject to the specific request of the Plan.

### 8.2.4 State Disability Insurance Plan (SD)

Unit members are covered by State Disability Insurance. The full cost of the program shall be paid by the employee through automatic payroll deduction.

## 8.3 Retiree Insurance Benefits:

### 8.3.1 Requirements

8.3.1.1 A current employee, while serving in the District, must have attained the age of fifty-five (55) and have been an employee in the District for at least ten (10) consecutive years preceding retirement.

### 8.3.2 Benefits

- 8.3.2.1 The Board shall contribute a maximum dollar amount for health insurance premiums equal to retired employee's last working year.
- 8.3.2.2 Payment of health benefits will be until age 65.

#### **8.4 Uniforms**

The District may require unit members to wear a distinctive uniform and items of identification. As determined by the District, the purchase, rental or lease of such uniforms; equipment; identification badges, emblems and cards required by the District shall be borne by the District.

#### **8.5 Automobile Mileage Expense Reimbursement**

- 8.5.1 A unit member who is authorized in advance by the immediate supervisor to use his/her personal automobile in the performance of duties shall be reimbursed at the rate per mile allowed by the Internal Revenue Service. To be eligible for such reimbursement, an employee must follow District approval and claim procedures.
- 8.5.2 No employee shall use his/her own vehicle on District business without prior written agreement with the District.

#### **8.6 Expense Reimbursement**

A unit member shall be reimbursed for the cost of meals and lodging incurred while in the performance of duties assigned outside of the District, subject to the following conditions:

- 8.6.1 Lodging reimbursement shall be for the actual necessary cost, except that if the cost exceeds \$75.00, reimbursement is subject to the prior approval of the Superintendent or designee. The District shall normally make lodging arrangements and pay their costs to the hotel or motel in advance.
- 8.6.2 Meal reimbursement shall not exceed the following maximum amounts:
  - a. Breakfast: \$ 8.00
  - b. Luncheon: \$16.00
  - c. Dinner: \$26.00

In the event of travel out of the area, higher allowances may be authorized upon the prior approval of the Superintendent or designee.

- 8.6.3 To be eligible for such expense reimbursement, employees must submit to the District Office upon completion of the authorized travel, appropriate expense receipts and adequate documentation. The District shall reimburse the employee for expenses incurred pursuant to this section within thirty (30) workdays following receipt of the required expense verification.

## **8.7 Payroll Errors**

- 8.7.1 Any salary or benefit payment error resulting in an underpayment to a unit member and made within the three (3) years preceding the claim and confirmed by the District shall be repaid in full without interest within thirty (30) days.
- 8.7.2 Any salary or benefit payment error resulting in an overpayment to a unit member will, after meeting with the unit member and verifying the overpayment, be corrected by the District through deduction of overpayment, without interest from the next paycheck (after discovery of overpayment). If the amount to be repaid exceeds \$200.00, the parties will work out an arrangement for installment payments. If no arrangement is agreed upon, the District may deduct a maximum of ten percent (10%) of the debt from any monthly payment without interest. If the unit member should resign, retire or his/her employment be terminated in any way, the full amount of the overpayment shall be due and deducted from the final warrant.
- 8.7.3 Notice of any payroll error will be given to the Association.

## **8.8 Personal Property-Damaged/Stolen**

The District will pay the costs of replacing or repairing unit member's eyeglasses, hearing aids, or clothing necessarily worn or carried by the employee when such property is damaged in the line of duty without fault of the employee.

The District will also reimburse unit members for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the course of duties, or if the damage occurs during the performance of duties while defending against personal attack.

The District shall be responsible for the payment of costs for replacing or repairing personal property of unit members only under the following conditions:

- a. Reasonable precautions should be taken by the unit member to protect property.
- b. Except in the case of clothing, dentures, eyeglasses and hearing aids, personal property used in the performance of duties must be authorized in writing in advance by the Superintendent or designee.
- c. Value of the property must be determined by the Superintendent or designee in writing. Except in the case of clothing, dentures, eye glasses and hearing aids, such determination of value must be made prior to the use of the personal property.
- d. District reimbursement shall augment and not replace personal insurance coverage. The combination of personal insurance reimbursement and District reimbursement shall not exceed the value of the personal property, as determined in item c.
- e. District reimbursement shall be limited to \$500 per claim. Claims must be filed with thirty (30) days of the occurrence, and shall be subject to approval by the Superintendent or designee.

## **8.9 Safety Equipment**

Should the employment duties of a unit member reasonably require use of any equipment to ensure the safety of the employee or others, the District, in its discretion shall furnish such equipment or reimburse the employee for the reasonable cost of procuring such equipment.

## **8.10 Physical Examinations**

The District shall pay the cost of any medical examination required as a condition of continued employment. The employee shall use any physician of his/her choice with District approval.

The District will not pay for extra services rendered beyond the minimum requirement for the examination.

## **8.11 Inservice Training Time**

8.11.1 All in-service training required by the District shall be at the employee's appropriate rate of pay. It is agreed and understood that this provision shall not apply to the classroom training required for the renewal of Bus Driver certificates.

## **8.12 Driver Training and Reimbursement**

8.12.1 The current CHP fee will be paid by the District shall be at the employee's appropriate rate of pay. It is agreed and understood that this provision shall not apply to the classroom training required for the renewal of Bus Driver certificates.

8.12.2 Transportation Director will hold a total of 12 paid trainings per calendar year.

8.12.3 The employee shall be responsible to pay the cost of the Bus Driver's commercial license.

## **8.13 Reimbursement for Tuition**

The District shall reimburse employees for the tuition costs of any and all training programs required by the District. In addition to the above the District may reimburse employees for tuition costs for any and all training programs requested by the employee and approved by the District.

**8.14** Employees who have obtained a post-secondary degree (verified by transcripts) shall receive stipends as follows:

- A. AA or AS receives \$550 annually
- B. BA or BS receives \$750 annually
- C. Master's Degree or greater receives \$1050 annually



Employees with post-secondary degrees must apply to the Superintendent for credits toward this stipend. Employees are responsible for providing transcripts or other verification to the Superintendent. Stipends will be effective upon approval by the Superintendent. Employees may not receive more than \$1,350 combined annually for post-secondary degree stipends and professional growth stipends (Article 20).

## **ARTICLE IX: HOLIDAYS**

### **9.1 Scheduled Holidays**

Unit members shall be eligible for the following paid holidays:

- |     |   |  |
|-----|---|--|
| a.  | July 4 <sup>th</sup>  | Independence Day                                 |
| b.  | The first Monday in September   | Labor Day  |
| c.  | September 9 <sup>th</sup>   | Admission ♦                                      |
| d.  | November 11 <sup>th</sup>   | Veterans' Day                                    |
| e.  | The fourth Thursday in November:  | Thanksgiving Day                                 |
| f.  | The day following Thanksgiving  |  |
| g.  | The day before or after Christmas holiday   | As determined by the District's adopted calendar |
| h.. | December 25 <sup>th</sup>   | Christmas  |
| i.  | January 1 <sup>st</sup>   | New Year's Day                                   |
| j.  | New Year's Eve day or day after   | As determined by the District's adopted calendar |
| k.  | The third Monday in January   | Martin Luther King, Jr. Day                      |
| l.  | Lincoln's Day   |  |
| m.  | Presidents' Day   |  |
| n.  | The Last Monday in May  | Memorial Day                                     |
| o.  | A day during Spring break   | As determined by the District's adopted calendar |
| p.  | Any other day appointed by the President or the Governor of this State, pursuant to subdivisions (b) and (c) of Section 37220 of the California Education, for a public fast, thanksgiving, or holiday. |  |
- ♦ In the event school is in session on this day, another day during the school year shall be designated as this holiday.

### **9.2 Holidays on Saturday or Sunday**

- 9.2.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Article 9.2.2, when a holiday falls on Sunday, the following workday shall be deemed to be that holiday.
- 9.2.2 When December 25 falls on Sunday, the holiday shall be moved back to the day not a holiday.

### **9.3 Holiday Eligibility**

- 9.3.1 An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 9.3.2 Unit members who are not normally assigned to duty during the school holidays of December 25<sup>th</sup> and January 1<sup>st</sup> shall be paid for those two holidays provided they were in a

paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

#### **9.4 Christmas Eve and New Year's Eve Flexibility**

For full time classified employees scheduled to work on Christmas Eve, December 24, or New Year's Eve, December 31 the following options shall be available:

1. Employees may elect to work their regularly assigned shifts for those two specific weeks.
2. Employees may elect to adjust their weekly schedule (four work days prior to Dec. 24 and/or Dec. 31) in order to work forty (40) hours prior to Christmas or New Year's Eve. (Example four - ten (10) hour shifts in a week)

The parties understand and agree that the contractual overtime provisions of 7.4.2 for overtime in excess of eight (8) hours per day shall not apply during the Christmas Eve and New Year's Eve week when that employee elects to adjust their weekly schedule and work a shift beyond eight (8) hours in a day.

3. Employees may elect to use personal vacation time accrued for their absence.

Use of vacation accrual or flexible adjustment of work week must be submitted to the employee's immediate supervisor prior to commencement of the Christmas Eve and/or New Year's Eve work week.

Any District approved early release of day shift employees will also be provided to employees actually working on Christmas Eve and New Year's Eve in an equivalent manner (hour for hour)

The parties understand and agree that work week flexibility may not be available when the provision of 9.2.1 and 9.2.2 (Holiday on a Saturday or Sunday) are applied.

### **ARTICLE X: VACATION**

#### **10.1 Eligibility**

Unit members shall earn paid vacation time as specified in this Article. Vacation benefits are earned on a fiscal year basis (July 1<sup>st</sup> – June 30<sup>th</sup>).

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

#### **10.2 Paid Vacation**

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year following that in which it is earned. Vacation may, with the approval of the immediate supervisor, be taken at any time during the school year, except employees who are employed for less than 12 months a year shall not take vacation time but shall be compensated therefore.

- a) If the employee does not take his/her full annual vacation, up to fifteen (15) days shall accumulate for use in the next year. Vacation in excess of fifteen (15) days will be paid for in cash at the end of the fiscal year (June 30). If an employee wishes to carry over more than fifteen (15) days of vacation into the next fiscal year, he/she may submit a written request to his/her supervisor no later than June 1<sup>st</sup>. The Superintendent or designee shall make the final decision about how much additional vacation time, if any, may be carried over.

### 10.3 Accumulation

- 10.3.1 Vacation time shall be earned and accumulated on a daily basic assignment basis in accordance with the following schedules. "Year of service" shall be defined as twelve (12) calendar months after the first month vacation was accrued following initial employment as a unit member.
- 10.3.2 From the first month through the fifth year of service, vacation time shall be earned and accumulated at the rate of 5/6 days vacation for each month of service, not to exceed ten (10) days per fiscal year.
- 10.3.3 Commencing with the sixth year through the seventh year of service, vacation time shall be earned and accumulated at the rate of 1.00 days vacation for each month of service, not to exceed twelve (12) days per fiscal year.
- 10.3.4 Commencing with the eighth year through the twelfth year of service, vacation shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen (15) days per fiscal year.
- 10.3.5 Commencing with the thirteenth year of service, vacation time shall be earned and accumulated at the rate of one (1) additional day of vacation for each additional year of service, not to exceed a maximum of twenty (20) days.

#### VACATION EXAMPLES

One through five years:	Not to exceed 10 days vacation
Six and seven year:	Not to exceed 12 days vacation

Eight through twelve years:	Not to exceed 15 days vacation
After twelve years:	One (1) additional day per year, not to exceed twenty (20) days vacation

- 10.3.6 Less than twelve (12) month employees (including new employees employed during the school year) shall earn vacation as the number of months of employment bears to twelve (12) (i.e. 10/12 or 9/12). School term employees shall be considered ten (10) month employees.
- 10.3.7 Employees in a paid status during more than one half of the business days of the month will receive a month's credit toward vacation. Those working less than one-half of the business days of the month shall not be credited with vacation. Notwithstanding this provision, employees who are employed for less than 12 months a year who are in paid status during their entire assignment shall accrue ten (10) months of vacation.

### 10.4 Vacation Pay Upon Termination

When unit member with vested vacation rights is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

## **10.5 Vacation Postponement**

- 10.5.1 Prior to taking vacation, a unit member may request that his/her vacation be rescheduled. If this request is approved by the immediate supervisor, the vacation shall be rescheduled consistent with the work needs of the department.
- 10.5.2 The District shall not, without good reason, prohibit an employee from taking a scheduled vacation. If an employee's vacation is changed due to the needs of the District, the District shall, before making such change, give every consideration to the needs of the employee to prevent undue hardship or loss to the employee.

## **10.6 Holidays**

A holiday falling within a vacation period shall not constitute a vacation day.

## **10.7 Vacation Scheduling**

Except in the case of employees who are employed less than 12 months, employees vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be given his/her preference where reasonably possible.

# **ARTICLE XI: LEAVES**

## **11.1 Sick Leave**

11.1.1 During each fiscal year, every unit member shall earn paid Sick Leave in accordance with the following provisions:

11.1.1.1 Unit members working twelve (12) months, five (5) days per week, are entitled to twelve (12) days of Sick Leave.

11.1.1.2 Employees employed for less than five (5) days a week and or less than a full fiscal year are entitled to Sick Leave as follows:

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

(b) A unit member employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed as it relates to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

- 11.1.2 At the beginning of each fiscal year, the Sick Leave “bank” of the unit member shall be increased by the number of days of paid Sick Leave, which the unit member would normally earn in the ensuing fiscal year. The unit members Sick Leave “bank” shall be adjusted if a change of assignment alters the amount of Sick Leave earnable.
- 11.1.3 Unit members may accumulate unused Sick Leave without limitation. Sick Leave may be taken at any time during the year. Pay for any day of Sick Leave shall be the same pay the unit member would have received had he/she worked that day.
- 11.1.4 During any calendar year, unit members are entitled to use up to one-half of their annual entitlement to Sick Leave described in Article 11.1 to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a “child” is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a “parent” is defined as biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.
- 11.1.5 A unit member absent for three (3) working days or more, or if there is a reason for the District to believe that Sick Leave has been abused, the District may require a doctor’s statement stating the nature of the illness and the date the unit member is able to return to work and will notify the employee in advance when possible.
- 11.1.6 As a condition of payment for Sick Leave, the employee shall, on the first day absent, notify the immediate supervisor at least two (2) hours prior to the beginning of the employee’s shift or at a time established by the Supervisor, unless conditions make such notification impossible. The burden of proof of impossible conditions shall be upon the unit member.
- 11.1.7 When an employee’s employment terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant. However, a new District employee may not take more than six (6) days of Sick Leave during the first six (6) months of employment.
- 11.1.8 Unit members are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Sick Leave shall not be used for childcare, child rearing, or preparation of childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave including the date on which the duties are to be resumed shall be determined by the unit member and the unit member’s physician, provided that such verification clearly demonstrates to the District that such leave is solely for disability and not for purposes of child care or other non-disability purposes.
- 11.1.9 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for the month in which absence occurs shall not exceed the sum actually paid any employee employed to fill the position during the absence.
- 11.1.10 Additional Sick Leave

11.1.10.1 After exhaustion of Sick Leave and other available paid leave, a unit member who is ill or injured may, upon request, use accumulated vacation time to avoid leave without pay.

11.1.10.2 After exhaustion of all paid leave, a unit member on permanent status may be placed on additional leave without pay, upon request and with approval of the board of Education for any period not to exceed six (6) months.

## **11.2 Personal Necessity Leaves**

11.2.1 Unit members may use a maximum of seven (7) days of accumulated Sick Leave in any school year for Personal Necessity Leave for the following purposes:

- a. Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
- b. Accident involving the person or property of the employee or the person or property of a member of the immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant party, or witness under subpoena or any order made with jurisdiction.
- d. Serious illness of a member of the immediate family, which required the personal assistance of the employee.
- e. Other personal necessities (not to exceed two (2) days per year) which cannot reasonably be expected to be disregarded by the employee and which necessitate his/her personal attention during assigned duty hours, as determined by the Superintendent or designee. The supervisor and the Superintendent or designee shall respect the confidentiality of the request.

11.2.2 “Member of the immediate family” shall be as defined in Article 11.4.2.

11.2.3 The employee taking Personal Necessity Leave must notify the immediate supervisor or designee as far in advance when possible and must complete a District absence reporting form or enter absence in the absence management system.

11.2.4 With the advance approval of the Superintendent or designee, unit members may use additional days of accumulated Sick Leave, beyond the seven (7) days provided for in Article 11.2.1, for cases of personal necessity for the following purposes:

- a. Death or serious illness of a member of the employee’s immediate or extended family.
- b. Accident involving the employee’s person or property or the person or property of a member of the employee’s immediate family.

### **11.3 Personal Leave**

- 11.3.1 During any fiscal year, a unit member may use up to two (2) days of paid Personal Leave. Such leave shall not be charged to Sick Leave. The total maximum carry over shall be two (2) days. Unit members may not use more than two (2) Personal Leave in succession without the prior approval of the Superintendent or designee. The granting of more than two (2) days in succession will be for extraordinary circumstances.
- 11.3.2 Such leave may be used for legitimate personal reasons which cannot be taken care of outside of the workday and which are not covered by other leave provisions
- 11.3.3 The employee shall be required to give notification to the immediate supervisor and the Superintendent as far in advance as possible. Personal leave will be granted providing it does not cause an undue hardship to the District.
- 11.3.4 The employee may elect to receive payment of excess personal leave that cannot be carried over accumulate through June 30th. In lieu of losing excess personal leave hours an employee may cash out hours at 60% rate of current pay rate (see salary schedule). In order to cash out hours, a personal leave cash out form must be completed and turned in to the payroll office by June 30th. See Appendix F.

### **11.4 Bereavement Leave**

- 11.4.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary, for the death of any member of his/her immediate family, If travel out-of-state or more than 300 miles one-way is required, an employee shall be entitled to a maximum of two (2) additional days paid Bereavement Leave.
- 11.4.2 Member of the “immediate family” is defined as the spouse, registered domestic partner, child, parent, sibling, step-parent, grandparent, or grandchild, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, or nephew of the employee or any person for whom the employee has legal guardianship.

### **11.5 Industrial Accident and Illness Leave**

- 11.5.1 A unit member shall be entitled to industrial and accident leave or illness leave in

accordance with the provisions of this article immediately upon employment with the District.

- 11.5.1.1 A unit member shall be entitled to up to sixty (60) days in any one (1) fiscal year for any one (1) industrial accident or illness. Allowable leave shall not accumulate from year-to-year.
- 11.5.1.2 Leave shall commence on the first day of absence. While a worker’s compensation claim is being processed, the District may deduct days of absence from other leaves including sick leave. When the cause of the leave has been verified as industrial accident or illness, the District shall recalculate leave balances to account for eligibility for this leave.



- 11.5.1.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws, exceed the unit member's normal wage for the day. Industrial accident or illness leave shall be reduced one (1) day for each day of authorized absence regardless of the compensation award made under workmen's compensation laws.
- 11.5.1.4 When industrial accident or illness leave will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave days remaining at the end of the fiscal year in which the accident or illness occurred.
- 11.5.1.5 Industrial accident or illness leave shall be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall be used.
- 11.5.1.6 A unit member on industrial accident or illness leave shall remain within the State of California unless the governing Board authorizes travel outside the state.

## **11.6 Jury Duty**

- 11.6.1 A unit member is entitled to leave for the period he/she is required to appear for jury duty. An employee shall receive his/her regular pay, less allowed mileage, parking or meal expenses reimbursement.
- 11.6.2 Prior notification as far in advance as possible shall be given to the immediate supervisor, and the District absence reporting form shall be completed by the employee upon return to duty.
- 11.6.3 In the event an employee is excused from jury duty prior to the last half of the employee's workday, he/she shall return to work.
- 11.6.4 Any unit member whose shift commences at 3:00 p.m. or after, and who is required to serve on a jury beyond 3:00 p.m. during any such workday, shall be relieved from work with pay for that day.

## **11.6 Military Leave**

Employees covered by this Agreement are entitled to appropriate military leave of absence provided by applicable law (currently California Military and Veterans Code Sections 389, 395 and following).

## **11.8 Break-In-Service**

No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member, and all benefits accruing under the provisions of this Agreement shall continue during the period of paid leave.

## **11.9 Family and Medical Care Leave (unpaid) /Parental Leave (Differential Pay)**

- 11.9.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12)

month period are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies.

- 11.9.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse or parent with a serious health condition.
- 11.9.3 During this unpaid leave, the District will continue its regular payment of group insurance premiums.
- 11.9.4 Effective, January 1, 2017 an eligible employee (employed for at least 12 months) is entitled to 12-workweeks for parental leave pursuant to the California Family Rights Act and related regulations. If the eligible employee continues to be absent from his or her duties while on parental leave an account of parental leave, the District shall deduct the salary due the employee for any of the remaining portion of the 12-workweek period in which the absence occurs. The deduction shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence. Such differential pay shall not take effect until all other available leaves are exhausted. Parental leave shall not exceed 12 workweeks within any 12 month period.

#### **11.10 Other Leave Without Pay**

- 11.10.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. Leaves of less than ten (10) working days may be approved by the Superintendent or designee. Leaves of greater than ten (10) working days require the approval of the Board of Trustees.
- 11.10.2 Advance approval is required. Requests are to be made on appropriate District form and submitted to the District office.
- 11.10.3 For each day of such leave, one (1) full day's pay shall be deducted from the employee's salary.
- 11.10.4 For leaves of greater than thirty (30) working days, beginning the first of the month following the commencement of the leave, the employee may continue District group insurance coverage at his/her expense, pursuant to District and insurance administrator regulations.

#### **11.11 Catastrophic Illness Leave**

- 11.11.1 Unit members who have exhausted all Sick Leave and all other accrued paid leaves may use Catastrophic Leave under the following provisions:
  - 11.11.1.1 Catastrophic Illness Leave shall begin only after all accumulated Sick Leave (exclusive of differential paid leave) and all paid leaves have been exhausted.
  - 11.11.1.2 The maximum amount of Catastrophic Illness Leave shall not exceed twelve (12) months, or the maximum number of hours donated pursuant this section, whichever is less.

- 11.11.2 To request Catastrophic Illness Leave, the unit member or his/her designee, shall submit the appropriate form (Appendix G) to the Association President.
- 11.11.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate her/him for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he/she has exhausted all accumulated Sick Leave and all other paid leaves.
- 11.11.2.2 A "member of the employee's family" shall be limited to spouse, registered domestic partner, child, mother, father or individual over which the employee has legal guardianship.
- 11.11.3 As soon as practicable, the Association shall meet and determine whether to recommend to the Superintendent or designee approval of the request for Catastrophic Illness Leave.
- 11.11.3.1 If the request is denied, the Association President shall notify the employee or his/her designee and the Superintendent or designee.
- 11.11.3.2 If the request is approved by the Association and the Superintendent or designee, the Association and the District shall solicit unit members, on the appropriate District form authorizing donation of Sick Leave hours pursuant to this Article. Completed forms shall be returned to the district Business Office.
- 11.11.3.3 A unit member may donate a minimum of 8 hours up to a maximum of eighty (80) hours of Sick Leave per school year. (See Appendix G)
- 11.11.3.4 In order to donate a unit member must maintain minimum of twenty-four (24) hours of Sick Leave. Part time employees working less than 8 hours in one day must maintain a minimum hourly equivalent of 3 work days.
- 11.11.3.5 Donated Sick Leave hours will be deposited in a Catastrophic Illness Leave Pool and deducted from the donating employee's accumulated Sick Leave. The parties agree that once the transfer of leave credits has been processed, the donation of sick leave credits to the Catastrophic leave bank are irrevocable and irretrievable. Under no circumstances will the donated leave credits be returned to the donor.
- 11.11.3.6 Donated sick Leave may be utilized in increments of one-hour periods.
- 11.11.3.7 If the hours of donated Sick Leave are not used, those hours will be retained in the Catastrophic Illness Leave Pool for future use pursuant to this Article.

11.11.4 If a unit member exhausts his/her donated Sick Leave from the Catastrophic Illness Leave Pool, the employee or his/her designee may request additional Catastrophic Illness Leave pursuant this Article. However, in no event shall the employee be eligible to use more than twelve (12) consecutive calendar months of Catastrophic Illness Leave.

## **ARTICLE XII: HIRING**

### **12.1 Student Employees**

Employment of either full-time students in any secondary school or college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for service.

### **12.2 Distribution of Job Information**

Upon initial employment and each change in classification each the unit member shall receive two (2) copies of the applicable job description, a specification of the monthly and hourly rates applicable to his/her 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. A copy shall be retained by the employee and the second copy shall be signed and dated by the employee and returned to the supervisor.

### **12.3 Federal or State Programs**

In the use of Workforce Investment Act (WIA) program employees and other similar Federal or State programs designed to train low income or disadvantaged persons, the District will not reduce the regular or overtime work hours of unit members nor contract out work which will result in the displacement unit members.

## **ARTICLE XIII: TRANSFERS**

### **13.1 Lateral Transfers:**

13.1.1 When a new position is created, or an existing position becomes vacant, notice of such vacancy shall be posted within the District for not less than five (5) working days, giving District classified employees the opportunity to apply for a lateral transfer.

13.1.2 A lateral transfer is the transfer of an employee from one classification to another classification when both positions are at within 2.5% of the same salary range. Employees requesting lateral transfers must meet the employment criteria for the vacant position in order to be considered for a transfer.

13.1.3 A notice will also be sent to the ESP President on the first day of posting.

## **13.2 Medical Transfers:**

The District may, at the District's sole discretion, give alternate work when available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be initiated only by mutual agreement with the Association and concurrence of the employee.

## **ARTICLE XIV: JOB VACANCIES**

When a new position is created or an existing position becomes vacant, and not filled by a lateral transfer, (Article 13 above) the District shall send a notice to all employees and follow, in order, the steps below:

- 14.1** District employees shall be given first consideration over outside applicants in filling any job vacancy within the bargaining unit, pursuant to the following procedures:
- 14.2** The District shall offer the vacant position to employees on the reemployment list within the classification (See Article 17.6).

### **14.3 Posting of Notices**

- 14.3.1** The job vacancy notice shall remain posted for a minimum period of six (6) full working days, during which time only employees within the unit may file for the vacancy. After six (6) working days, the District may accept applications from non-unit members.
- 14.3.2** The job vacancy notice shall remain posted for a minimum period of six (6) full working days, during which time employees within the unit may file for the vacancy.
- 14.3.3** Notice of all vacancies shall be sent to each unit member through the District's email system.

### **14.4 Notice Contents**

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job sites, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

- 14.5** Any unit member may apply for a vacancy by submitting a written request to the District office

within the filing period. During school recess periods, the District shall mail job vacancy notices to all employees.

- 14.6** All unit members applying for a vacancy who meet the stated minimum requirements shall be granted an interview for the position.
- 14.7** The District may use an interview committee for a vacant bargaining unit position or classified management position. An interview committee will include a union member serving in the department or in a related department, and notice of the vacancy will be sent to the bargaining unit President. Additionally, monthly HR reports will be sent to the Union President in order to maintain transparency on who is selected for vacancies. All new classified hires will also be directed to a union representative to discuss union membership prior to their start date.
- 14.8** If an employee is not selected for a vacancy, he/she has the right to discuss the reasons with the Superintendent or designee. Upon request of the employee, the Superintendent or designee shall put the reasons in writing.

## **ARTICLE XV: CLASSIFICATION/RECLASSIFICATION**

### **15.1 Assignment**

Each employee shall be assigned to a position within a classification. A person may be employed and paid part-time in one classification and, part-time in another classification.

15.1.2 “Classification” means that each position in the classified service shall have

- A designated title,
- A regular minimum of assigned hours per day, days per week, and months per year,
- A specific statement of the duties required to be performed by the employees in each
  
- such position, and
- The regular monthly salary rates for each such position. Ed Code 45101 (a).

### **15.2 Creation of New Classifications**

If the District wishes to create a new classification, the District shall meet and negotiate with the Association concerning the negotiable impacts, pursuant to the requirements of Educational Employment Relations Act.

### **15.3 Assignment to a Higher Classification**

A unit member who is assigned or promoted to a classification with a higher salary range shall be placed at the step in the new salary range, which represents an increase of at least five percent (5%), but in no event higher than the last step of the range.

- 15.4 Reclassification:** “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Ed Code 45101 (f).

It is the intent of this section that the incumbent(s) shall be entitled to the upgrading of positions to higher classifications where

- There has been a significant change,
- Required by the District,
- In the duties being performed by incumbents in such positions,
- Where such changes are not temporary in nature, and
- Where changes require a skill level or a responsibility level higher than that usually required of the existing classification.

## **15.5 Reclassification Process:**

Reclassification Process:

- a. A request for reclassification shall be submitted in the appropriate application form (see Appendix E).
- b. The employee must submit the application form to the District office. The District is responsible for providing copies of the request to the Immediate Supervisor, Association President, and the Superintendent.
- c. The Immediate Supervisor must complete their section of the form (comments) and return it to the District office. The District is responsible for providing copies of the completed request with Supervisor comments to the Association President within fifteen (15) days of receipt of the request.
- d. The Superintendent shall schedule a meeting of the committee within fifteen (15) working days of providing copies of the request with supervisor comments to the Association President.
- e. The employee's request and supervisor comments will be reviewed by a committee which is made up of four members (two (2) appointed by the Superintendent and two (2) by the Association President).
- f. The committee will meet and reach a decision regarding the request. A minimum of 3 members must vote to recommend the approval of the reclassification request for it to be considered by the Superintendent. The committee's deliberation and each individual committee member's vote shall be confidential.
- g. The Superintendent will review the committee's recommendation for approval and render a final decision on whether to approve the request. The Superintendent will have ten (10) working days from receipt of the committee's approval to inform the Employee, Association President and Immediate Supervisor of the decision made. If the committee does not approve the request, the Superintendent will have ten (10) working days to notify the Employee, Association President, and Immediate Supervisor of the committee's decision.
- h. If the reclassification committee does not approve the request, the employee may appeal the committee's decision within ten (10) working days of the receipt of the Superintendent's written notice. The appeal must be presented in writing to the Superintendent with a copy provided to the Association President.
- i. The Superintendent will review the appeal request and any information provided and render a decision within ten (10) working days of receiving the appeal.
- j. The decision of the Superintendent shall be final, subject to legal appeal. The decision by the committee or Superintendent shall not be subject to the grievance procedure.
- k. If approved, salary adjustment shall be retroactive to the date that the application was

submitted, but no later than the beginning of the current school year.

1. The employee shall apply no more than once within a twelve (12) month period of filing the first initial application.

## **ARTICLE XVI: DISCIPLINARY ACTION**

### **16.1 Definitions**

- 16.1.1 As used herein, “Disciplinary Action” shall mean suspension with or without pay, demotion, reduction of pay step in class, or dismissal.
- 16.1.2 The pattern of discipline procedure is progressive—from oral warning(s), written reprimand(s) and suspensions(s), to the ultimate penalty of discharge. However, there are cases where the action is of such a serious nature that suspension or discharge is justifiable even on a first offense.
- 16.1.3 Progressive discipline is a program in which the penalties become progressively more severe in accordance with progressive seriousness of the infraction(s).

### **16.2 Causes**

Each of the following constitutes cause for disciplinary action against a permanent classified employee.

- a. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b. Failure or inability to perform duties and responsibilities assigned to an employee’s position.
- c. Insubordination.
- d. Dishonesty.
- e. Drinking alcoholic beverages while on duty; drinking alcoholic beverages prior to duty times as to cause any detrimental effect on the employee’s ability to perform the duties and responsibilities of his/her position.
- f. Unauthorized use of narcotics, controlled substances, or habit forming drugs; use of any medication or other substance as to cause any detrimental effect on the employee’s ability to perform the duties and responsibilities of his/her position.
- g. Absence and/or repeated tardiness without authority or sufficient reason.
- h. Conviction of felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor, which is of such a nature as to adversely affect the employee’s ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a pleas of nolo contendere, is deemed to be a



conviction within the meaning of this section.

- i. Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.
- j. Discourteous, abusive, or offensive treatment of the public, pupils, or other employees.
- k. Improper political activity as governed by federal and state law.
- l. Willful or negligent damage to public property or equipment.
- m. Violation of or refusal to obey the school laws of the State or the rules and regulations of the District.
- n. Failure to possess or keep in effect any license, certificate, or similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- o. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- p. Physical or mental disability which disability, with reasonable accommodation, precludes the employee from the proper performance of his/her essential duties and responsibilities as determined by competent medical authority.
- q. For employees who drive a vehicle in the regular course of their employment, failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- r. Abandonment of position.
- s. Offering any service in exchange for special treatment in connection with the employee's job or employment, or acceptance of anything of value or providing any service in exchange for granting any special treatment to another employee or to any member of the public.
- t. Conduct in violation of Section 1028 of the Government Code, which provides: It shall be sufficient cause of the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of any organization which during the time of his /her membership he/she knowingly advocates the overthrow of the Government of the United States by force or violence.
- u. Revealing confidential information.

### **16.3 Disciplinary Procedures**

- 16.3.1 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such was concealed or not disclosed by such

employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

16.3.2 The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

16.3.3 Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any disciplinary action involving suspension with or without pay for more than five (5) days, demotion, reduction in pay step in class, or dismissal, the Superintendent or designee, shall give the employee written notice of the proposed disciplinary action. The notice shall include the causes of the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing prior to the proposed disciplinary action. Any response made by the employee shall be considered by the Superintendent prior to initiating any disciplinary action. In the event of emergency circumstances that require removal of the employee from the work site immediately, such notice and right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

16.3.4 If the Superintendent or designee initiates a disciplinary action, he/she shall serve a written notice of disciplinary action upon the employee either personally or by registered or certified mail, return receipt requested, by the employee's last known address. The notice shall include:

- a. A statement of the nature of the disciplinary action (suspension with or without pay demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause therefore as set forth in 16.2, as before mentioned.
- c. A statement of the specific acts or omissions upon which the causes are based. If the cause stated in 16.2 is alleged, the rule, regulation, or law violated shall be set forth in the recommendation;
- d. A statement of the employee's right to appeal to the Board of Trustees the disciplinary action and have the manner and time within which his/her appeal must be filed, which shall be no sooner than five (5) business days; and
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing before the Board of Trustees and a denial of all charges.

#### **16.4 Hearing Procedures**

16.4.1 The request for hearing may be mailed to the office of the Superintendent but must be received or postmarked no later than the time limit stated herein. If the employee fails to file such a request for hearing within the time specified, the employee shall be deemed to have waived his/her right to appeal.

16.4.2 The Board shall conduct a hearing on the appeal at the earliest convenient date, taking into consideration the established schedule of the Board of Trustees and the availability of counsel

and witnesses.

#### 16.4.3 Rights of Employee

The employee shall attend any hearing, unless excused by the Governing Board, and shall be entitled to:

- a. Be represented by counsel or any other person at such hearing;
- b. Testify under oath;
- c. Consistent with applicable law, compel the attendance of other District employees to testify in his/her behalf;
- d. Cross-examine all witnesses appearing against him/her and all District employees whose actions are in question or who have investigated any of the matters involved in the hearings and whose reports are offered in evidence before the Governing Board;
- e. Present such affidavits, exhibits, and other evidence as the Governing Board deems pertinent to the inquiry;
- f. The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

#### 16.4.4 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath.

#### 16.4.5 Exclusion of Witnesses

The Governing Board may in its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charge against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

#### 16.4.6 Burden of Proof

The burden of proof shall be upon the District.

#### 16.4.5 Findings and Decision

After completion of the hearing the Governing Board shall issue a written decision on the matter. Unless the decision proves otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee and his/her counsel or representative. Except for the

correction of clerical error, such decision shall be final and conclusive to established rights of

judicial review.

#### **16.4.6 Transcripts of Hearing**

Transcripts of hearings shall be furnished to any party of the hearing on payment of the costs of preparing such transcripts. When transcripts are provided by District employees, the cost shall be determined by the employee in charge of business affairs.

#### **16.4.7 Continuances**

The Governing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall waive salary for the period of the continuance.

#### **16.5 Termination of Probationary Classified Employees**

At any time prior to the expiration of the probationary period, the Board of Trustees, may in its sole discretion, dismiss a probationary classified employee from the employ of the District. A probationary classified employee shall not be entitled to a hearing or to any statement of reasons for the Board's action.

### **ARTICLE XVII: LAYOFF AND RE-EMPLOYMENT**

#### **17.1 Definitions**

- 17.1.1 "Layoff" means an involuntary separation of a permanent or probationary status employee due to lack of funds and/or work.
- 17.1.2 "Classification" means a particular employment position as listed in Appendix "B".
- 17.1.3 "Job Family" means a grouping of classifications within the same occupational area or department, as specified in Appendix "B".
- 17.1.4 "Length of Service" means the initial date of paid service as a probationary unit member.
  - a. Such date of hire shall be adjusted by periods of unpaid leave of more than sixty (60) consecutive workdays.
  - b. Upon reemployment of a former unit member, a new hire date shall be established.

#### **17.2 Order of Notice of Layoff**

- 17.2.1 When a layoff of classified employees is planned by the administration and at least ten (10) workdays before any Board action is taken on layoff of classified employees, the District shall

notify the Association in writing of the proposed action. The District shall provide the Association with an updated seniority roster for the classification(s) in which layoff is anticipated no less than ten (10) workdays before the date notices are sent to employees. A list of positions, recommended for elimination, and for information only, any non-confidential documents supporting the need for layoff will be furnished to the Association at the time such information is given to the Board of Trustees.

17.2.2 Within five (5) workdays of receipt of the updated seniority list, an employee may challenge the accuracy of updated list by submitting a written statement to the Superintendent or designee. The Superintendent or designee shall review the objections and make the results known to the Association and the employee (s) prior to the effective date of any layoff (s) involving such employee (s).

17.2.3 After Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees, no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the immediate supervisor or Superintendent may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently mailed to the Association Chapter President (or designee) with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

### **17.3 Order of Notice of Layoff**

The order of notice of layoff within the classification affected shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus classification(s) with a higher salary range shall be notified of layoff first, except as provided herein. In the case of two or more unit members having identical length of service, the shortest length of service shall be determined by lot conducted by the District in the presence of the Association.

### **17.4 Options of Employees Notified of Layoff**

The District shall notify an employee whose position has been eliminated that he/she must elect one of the following within ten (10) working days of receipt of notice.

- a. Select a vacant position in the same job family, which is equal or lower in pay.
- b. Displace a less senior employee from a remaining position in the same job family which is equal or lower in pay.
- c. Select in another classification a vacant position in which the employee has completed the probationary period or has previously served with satisfactory performance evaluations and for which the employee possess the required licenses or certificates.
- d. Displace a less senior employee in another classification from a position in which the employee has completed the probationary period or has previously served with satisfactory performance evaluations, and for which the employee possesses the required licenses or certificates.

- e. Elect to be laid off.
- f. Elect a service retirement as provided in Section 17.7

## **17.5 Rights of Employees Laid Off**

- 17.5.1 Unused vacation time accrued pursuant to Article 10.3 of this Agreement and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- 17.5.2 An employee who has been laid off shall have the option to continue to be covered with the insurance plans provided in Article 8.2 for three (3) years with the employee paying the full costs of the premiums, pursuant to District procedures.

## **17.6 Reemployment Rights:**

- 17.6.1 Reemployment shall be in the reverse order of layoff. Employees who are laid off are eligible for reemployment in their former job family in any vacant position with equal or lower pay, for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such laid off employees shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.
- 17.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former job family with equal or lower pay or to such positions with increased assigned time as vacancies become available, and without limitation of time. Such employees shall retain reemployment rights to a position in their former job family with equal or lower pay for a period of sixty three (63) months. Such employees shall be ranked in accordance with their seniority on the reemployment lists.
- 17.6.3 Offers of reemployment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit and a place for the employee's signature. Failure to do so within ten (10) working days from date of personal service or mailing of the offer of reemployment shall constitute a refusal. It is the responsibility of each employee on a reemployment list to file with the District Office a current mailing address.
- 17.6.4 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a less senior person may be given the vacancy only when those with more seniority have refused.
- 17.6.5 An employee given an offer of reemployment does not need to accept reemployment to

maintain his/her eligibility on the reemployment list. If the employee accepts reemployment, he/she must report to work within eleven (11) workdays following receipt of the

reemployment offer, unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

- 17.6.6 An employee who is laid off and subsequently rehired from a reemployment list shall have the accrued Sick Leave balance and earned seniority as of the date of layoff reinstated.
- 17.6.7 Upon reemployment in the job family from which laid off, an employee shall be placed on the appropriate salary range at the employee's former salary schedule step. Notwithstanding the provisions of the Agreement relative to step increases, the employee shall be eligible for advancement to the next step of the salary schedule on the first of the month after 12 calendar months after reemployment, less the months of paid service rendered after the previous step advancement.

**17.7 Retirement In Lieu of Layoff:**

Notwithstanding any other provisions of law, any employee who was subject to being or was, in fact, laid off for lack of work or 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 of funds. If the employee 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.

**17.8 Return Rights:**

The parties recognize that non-bargaining unit classified employees in Confidential, Supervisory, or Management position have layoff, displacement and reemployment rights that may allow displacement of bargaining unit employees. Such rights shall be consistent with the terms of this Article.

**17.9 Seniority List:**

During September of each year, the District shall compile a seniority list covering each unit employee. The seniority list shall indicate current classification and job family seniority as of June 30th of the previous school year. This seniority list shall be posted on the employee bulletin board and at each work location and five (5) copies shall be provided to the Association chapter president. An employee who wishes to challenge the accuracy of the seniority list must file a written statement with the Superintendent or designee within ten (10) workdays of the posting.

Each challenge shall be answered in writing with a copy to the Association. If an error has been made, the list will be corrected. In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff notice is given, as provided in Article 17.2.2.

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

### **18.1 Definition**

- 18.1.1 A “grievance” is defined as any complaint of an employee, employees, or the Association involving the interpretation, application, or alleged violation of this Agreement.
- 18.1.2 Concerning the time line for filing a grievance at Step One, a “day” is one designated as a workday for the affected unit member. Concerning the time line for processing a grievance, a “day” is any day the grievant is required to provide service to the District.

### **18.2 Procedure**

- 18.2.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step One.
- 18.2.2 Step One: Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant knew or should have known of such occurrence, the grievant may present his/her grievance to the immediate supervisor in writing. If the grievance is not satisfactorily adjusted within five (5) days after the submission of the grievance, the immediate supervisor shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the grievant and the Association Job Representative within seven (7) days of the submission of the grievance.
- 18.2.3 Step Two: If the grievance is not satisfactorily adjusted at Step One, or if the supervisor does not respond in writing, the grievant may submit the grievance in writing to the Superintendent or designee within five (5) days of the receipt of the response at Step One, or within five (5) days after the time periods called for in Step One have passed.
  - 18.2.3.1 Within five (5) days of the receipt of the grievance at Step Two, the Superintendent or designee will meet with the grievant in an attempt to resolve the grievance. Within five (5) days after this meeting, the Superintendent or designee shall deliver to the grievant the response to the grievance. In the event the Superintendent or designee is also the immediate supervisor, this step shall be bypassed.
- 18.2.4. Step Three – Mediation:
  - 18.2.4.1 If the grievance is not adjusted at Step Two, the Association may submit a written request to the Superintendent or designee for mediation within ten (10) days of the Step Two response.
  - 18.2.4.2 Upon receipt of the request for mediation by the Superintendent or designee, the District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.



18.2.4.3. During the pendency of mediation, the time lines for further processing of the grievance shall be stayed.

18.2.5 Step Four - Board of Trustees:

If the grievance is not satisfactorily adjusted at Step Three (or if Step Three is bypassed), the grievant may submit the grievance in writing to the Governing Board within five (5) days of the conclusion of Step Three (or receipt of the response of the Superintendent or designee or of the failure of the Superintendent or designee to respond (or if Step Three is bypassed). The Governing Board will schedule a closed session hearing on the grievance at its next regularly scheduled public meeting. At that meeting, the grievant shall have an opportunity to testify and present evidence and witnesses pertaining to the grievance. Within five (5) days after this meeting, the Governing Board will deliver to the grievant its written response to the grievance.

18.2.6 Step Five - Binding Arbitration:

If the grievance is not satisfactorily adjusted at Step Four the grievant within ten (10) days of the conclusion of Step Four (or receipt of the response of the Board or of the failure of the Board to respond may request in writing of that the Association submit the grievance to arbitration.

- (a) The Association, by written notice to the Superintendent or designee within ten (10) days of the above request of the grievant, shall request submission of the grievance for arbitration.
- (b) The Association and the District may by mutual agreement select an arbitrator. If no agreement can be reached within five (5) days of the above request of the Association, the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains the order striking shall be determined by lot.
- (c) 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 issues(s) by discussion with the parties and by referring to the written grievance and the answers thereto at each step. It is agreed and understood that neither party may raise a new issue which was not discussed in previous levels.
- (d) If any question arises regarding the arbitrability of a grievance, the arbitrator shall make a determination on this issue prior to hearing the merits of the grievance, unless the arbitrator determines otherwise.
- (e) After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit his/her findings and award to both parties.

- (f) The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issues(s) not before the arbitrator. The authority of the arbitrator to award back pay shall be limited to thirty (30) days prior to the filing of the grievance. The arbitrator shall also be without power or authority to make any decision which requires the commission of an act prohibited by law.
- (g) The decision of the arbitrator shall be final and binding, subject to established right of judicial appeal.
- (h) The fees and expenses of the arbitrator shall be borne equally by the District and the Association. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by both parties or by the arbitrator. If the transcript is requested by only one party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

### **18.3 Miscellaneous Provisions**

- 18.3.1 If the grievance involved employees with different immediate supervisors, the grievance may be filed at Step Two.
- 18.3.2 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.
- 18.3.3 Any employee witnesses required to appear and testify in connection with this Article shall suffer no loss of pay for the period of time in which they are required to testify.
- 18.3.4 All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.
- 18.3.5 Timelines in this Article shall be computed from the day following the referenced event. Timelines in this procedure may be extended by written mutual written agreement between the parties.
- 18.3.6 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified. Failure by the administration to respond within the time limits specified at each level shall start the time period for the grievant to appeal to the next level.
- 18.3.7 An employee may present grievances to the District, and have such grievances adjusted without the intervention of the Association, so long as the adjustment is reached prior to arbitration, and the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 18.3.8 If the same complaint or substantially the same complaint is made by more than one

employee against one party, the parties may agree that only one employee on behalf of himself/herself and the other grievants may process the grievance through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.

18.3.9 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition shall not be public without the written agreement of all parties.

18.3.10 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.

## **ARTICLE XIX: SAFETY CONDITIONS OF EMPLOYMENT**

19.1 Unit members shall not be required to work under unsafe or hazardous conditions.

19.2 Upon verification that a condition is unsafe or hazardous, the District shall work with the appropriate entity to correct the issue.

19.3 The District agrees to furnish safety equipment required by local, state, and federal statutes applicable to school employment. Each unit member shall be required to utilize all safety equipment and follow all safety procedures specified by the District.

19.4 A unit member may make a request to his/her supervisor for training necessary for the safe execution of his/her job duties. If the request is denied by the supervisor, the unit member may appeal to the Superintendent.

19.5 A unit member shall be entitled to exercise force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of a student. A unit member shall not inflict or cause to include corporal punishment upon a student.

19.6 A safety committee, which shall meet quarterly, shall be formed and composed of two (2) members appointed by the District and two (2) members appointed by the Association, and other certificated District employees as appropriate. Pursuant to SB 98, the committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions as it relates to safety.p

## **ARTICLE XX: Professional Growth**

20.1 Professional Growth application forms are found at Appendix D. Please review carefully.

- 20.1.1 The purpose of a Professional Growth Program is to improve the standard of service of the classified staff.
- 20.1.2 Eligibility for participation in the Professional Growth Program is limited to all regular classified employees (Probationary and Permanent) who show satisfactory performance as indicated by evaluation reports.
- 20.1.3 The subject matter of coursework must be related to the position currently occupied by the unit member. In addition, upon request of the unit member, coursework may be approved by Superintendent or designee, to qualify such unit member for another position in District classified service.
- 20.1.4 Courses which have not been approved by the Superintendent or designee, prior to enrollment will not be eligible for the Professional Growth Program.
- 20.1.5 College-level coursework must be taken at accredited educational agencies approved by the Western Association of Schools and Colleges.
- 20.1.6 All costs of registration, books, mileage, subsistence, and other similar costs of participating
- 20.1.7 An employee will not receive point credit for attendance at District workshops if the employee's attendance occurs at such time as s/he is being paid for regular duties by the District or if the District is paying the costs and expenses of the workshop.

## **20.2 Credit Towards Profession Growth Stipend**

- 20.2.1 Credit toward the stipend may be earned at a college, trade school, adult education class, workshop, or training program.
- 20.2.2 For completed coursework taken at a four(4) year university and/or a community college, credit will be granted at the rate of one (1) point per semester unit (one quarter unit =  $\frac{2}{3}$  of a semester unit).
- 20.2.3 For an approved trade school and/or adult education class, credit will be granted at the rate of one-half ( $\frac{1}{2}$ ) point per semester unit (one quarter unit =  $\frac{2}{3}$  of a semester unit) of verified attendance.
- 20.2.4 For workshops and training programs approved by the District, credit will be granted at the rate of one-half ( $\frac{1}{2}$ ) point for each eight (8) hours of verified attendance.
- 20.2.5 To receive point credit, a letter grade of "C" or better, or a "pass" grade must be achieved.

## **20.3 Stipend Accumulation:**

- a. When an employee completes fifteen (15) points worth of professional growth, s/he will be granted a Professional Growth Stipend.
- b. Professional Growth Stipends shall be \$300 annually.
- c. No employee shall earn more than three (3) professional growth stipends.
- d. Employees may not receive more than \$1,350 combined annually for post-secondary degree stipends (Article 8) and professional growth stipends.
- e. Approved coursework in progress at the end of one stage may be carried over to another stage.

## **20.4 Required Procedures**

- 20.4.1 To enter the program, a unit member shall file an "Intent to Participate in the Professional Growth Program" form with the Superintendent or designee. The starting date of each unit member's program will be determined by the date the Intent form is approved by the Superintendent or designee. Refer to Appendix "D".
- 20.4.2 If a unit member wishes to receive Professional Growth credit, he/she must submit the form to the Superintendent or designee, requesting Professional Growth credit for the course prior to enrolling in the course.
- 20.4.3 Point credit will not be granted without a verified transcript from the school attended. Verification from an approved workshop course shall consist of a fee statement, program of activities, or registration receipt which must be submitted to the superintendent or designee within thirty (30) calendar days after the activity.

## **20.5 Training for Paraeducators and Intensive Behavior Interventionists**

The District will provide paraeducators and Intensive Behavior Interventionists (IBI's), as part of their 182 day assignment, a work day prior to the start of each school year for training and orientation to new students. For mid-year hires, paraeducators and IBI's will receive one day of training with administrative, certificated, and/or classified staff prior to beginning independent work with students. Bargaining unit members other than IBI's and paraeducators will receive appropriate training for their position from their direct supervisor or other employees in the department. This training may include hands-on instruction, job shadowing, online training, etc.

## **ARTICLE XXI: TRANSPORTATION**

### **21.1 Changes of Bus Driver Hours and Assigned Routes**

- 21.1.1 Schedule Bus Driver hours and routes may be changed by the District as follows:
  - a. Based on projected enrollment in late August or early September.
  - b. Once during the first semester and once during the second semester.

### 21.1.2 Procedure for Change in Bus Driver Hours:

- a. New route schedules and times will be posted by the District Transportation/Operations Supervisor. The new schedules shall be posted one week before drivers make their selection.
- b. Bus Drivers shall make their selection of routes based upon hire date (seniority). Each driver shall give written notice of the route selected within three (3) working days of the posted schedule change.
- c. The above is not intended to address lay-off of employees due to termination of a route. Such layoffs would be accomplished pursuant to the lay-off Article of this Agreement.
- d. If there are no requests for changes in routes by drivers based on seniority or if a driver is bumped to a route with a lesser assigned time and the driver accepts the reduced hours in writing, then the District may make the posted changes without the District having to go through the lay-off procedures of this Agreement nor negotiate concerning any reduction in hours.
- e. The assignment of any special routes during the day will be made as far as practicable to equalize hours between regularly scheduled drivers. Route hours, total hours worked, seniority and specifics of the bus and student needs will be the criteria for assigning such special routes.

21.1.3 If a route is discontinued due to lack of work or lack of funds, then the bidding process will go into effect immediately

## **21.2 Extra Assignments:**

- 21.2.1
- a. Extra trip assignments shall first be assigned to bargaining unit drivers. However, the Transportation/Operations Supervisor may drive “extra trips” and act as a substitute driver in the event of the unavailability of a unit member.
  - b. Procedure for extra trips:
    1. Athletic Administrator will work with the Director of Transportation to schedule extra trip assignments.
      - i. Request for transportation should be provided with as much advanced notice as possible, however; preferably not less than three weeks in advance of the event.
      - ii. Sports transportation request for the entire season will be provided to the Director of Transportation as soon as available.
    2. Director of Transportation is responsible for assigning vehicles and checking availability of drivers.
      - i. Opportunities for extra trips will be posted by the Director of Transportation within 24 hours of receipt.
      - ii. Drivers shall be offered extra trips in order to equalize extra trip hours in

rotation. A driver offered an extra trip shall accept or decline within 24 hours/2days.

- iii. Director of Transportation will confirm vehicle and driver assignment to authorized Athletic Administrator within five (5) business days of the driver notification opportunity.
- iv. Where extra trips less than three (3) weeks notice occur, all steps in B above shall be followed, however drivers should respond as soon as possible but not greater than one work day after extra trip is offered.

3. High School District Vehicles and Drivers are scheduled unless:

1. October through March regardless of weather, bus trips to Lassen High School and Yreka High School

2. Availability- No High School Bus or Driver Available

3. Vans are being driven by high school coaches or advisors

- 4. If the provisions of 21.2.1 B are exhausted and no Corning Union High School District employee accepts the extra trip assignment then the responsibility for the extra trip is the Districts.

21.2.2 Criteria when assigning extra trips to Bus Drivers is as follows:

- a. Safety of students, including such factors as driving experience on the assigned bus or type of trip, weather conditions or other specifics of the trip.
- b. Skills, training and ability of the driver.

21.2.3 Chart of Extra Trip Driver Hours

The Transportation/Operations Supervisor shall maintain a chart of extra trips indicating hours for each driver. The purpose of the chart is to implement the provisions of this Article.

- i. Extra trips will be assigned in order to equalize extra trips hours between Bus Drivers as much as reasonably possible. It is understood that total equalization is not reasonably possible, due to various operational factors.
- ii. It is further agreed that the District, in making its extra trip assignments may take into consideration the safety of students and the convenience of the District in the transporting of students.
- iii. Should any driver who is assigned an extra trip, with a one (1) week notice, refuse such extra trip, that driver's extra trip time shall be increased by the number of hours the trip which that driver refused and this time shall be made part of that drivers cumulative extra trip time for purposes of equalization of hours.
- iv. Refusal is when a driver chooses to not drive a particular extra trip when it is within his/her control to drive the trip.

- v. It is not a refusal if the driver is engaged in school/union business or unable to drive due to supervisors' decision.
- vi. The District will attempt to provide a two (2) day notice when rescheduling of trips is necessary due to conditions beyond the District's control (conditions include, but are not limited to: weather and emergencies).
- vii. If a rescheduled trip is refused, hours will be made part of the driver's cumulative time.
- viii. Refusal is when a driver chooses to not drive a particular extra trip when it is within his/her control to drive the trip. It is not a refusal if the driver is engaged in school/union business or unable to drive due to supervisor's decision.

#### 21.2.4 Driving District Vehicles

- a. Pursuant to the provisions of this article the District will use Corning Union High School District Bus Drivers when a coach or employee is not available to drive a District Vehicle.

### 21.3 Determining Route Average Time

The District will determine the average time needed to complete a route in one of two ways

- 21.3.1 The Transportation/Operations Supervisor and the driver will determine an average time for the route including a checkout and clean-up time. A "cushion" of ten (10) minutes will be added to take care of meeting times, student problems, discussion, and minor bus problems. If a major breakdown occurs that delays the driver for more than fifteen (15) minutes, the driver will be compensated for the extra time over fifteen (15) minutes.
- 21.3.2 The District may initiate negotiations at any time to institute the daily use of the time clock to either check route times or as a means of determining the amount of time for which a driver will be paid on a daily basis.
- 21.3.3 Substitutes will be given equal consideration in being hired into a regular position.

### 21.4 Corning Union High School District Driver's :

Will be offered additional driving opportunities according to the following:

- a. Trips of 35 miles or less on a non-student attendance day Sunday through Saturday may be offered as drop and return.
- b. Trips greater than 35 miles Sunday through Saturday will not require drop and return.
- c. Trips offered on non-student attendance days offered as drop and return will be compensated at a minimum of 4 hours pay.



## **ARTICLE XXII: CONCERTED ACTIVITIES**

- 22.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, illegal picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 22.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 22.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 22.4 It is agreed and understood that during the term of this Agreement the District will not lock out unit members as a result of a labor dispute with the Association.

## **ARTICLE XXIII: SAVINGS PROVISIONS**

- 23.1 If any provision of this Agreement is invalidated by the enactment of an applicable law or 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.
- 23.2 Upon request of either party, the parties, within thirty (30) calendar days, shall meet and negotiate concerning the severed provisions.

## **ARTICLE XXIV: COMPLETION OF MEETING AND NEGOTIATING**

- 24.1 Except as specifically provided in this Article, and Government Code 3540 during the term of the Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, including but not limited to, reclassification, and agrees that the District 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 or matters may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.
- 24.2 Each party may reopen negotiations on ARTICLE VIII: COMPENSATION and up to three (3) other contract Articles or single subjects within the lawful scope of representation by notifying the other party in writing no later than May 15 of the school year prior to which the proposals would be effective. Contract reopeners should be submitted to the district secretary in time to be included in the Board of Trustees meeting agenda for May in each year of negotiations.

**ARTICLE XXV: TERM**

1. The term of the successor collective bargaining agreement shall be July 1, 2024 through June 30, 2027.
2. Terms of this agreement apply only to those actively employed with the District at the time of ratification.
3. This agreement shall close bargaining for the 2023-24 school year. Openers for the 2024-25 school year will be addressed according to Article XXIV.

**SIGNATURE PAGE**

CORNING HIGH SCHOOL  
EMPLOYEES ASSOCIATION /  
ESP / CTA / NEA

\_\_\_\_\_  
Myndee Albers, ESP President

\_\_\_\_\_  
Sandra Wilson, ESP Team Member

\_\_\_\_\_  
Elizabeth Morris, ESP Team Member

\_\_\_\_\_  
Doug Verner, ESP Team Member

CORNING UNION HIGH SCHOOL  
DISTRICT

\_\_\_\_\_  
Jared Caylor, Superintendent

\_\_\_\_\_  
Diana Davisson, CBO

\_\_\_\_\_  
Jason Armstrong, Principal

\_\_\_\_\_  
Cassie Riddle, HR Coordinator

ESP CLASSIFIED 2023/24

		3%	3%	3%	3%	3%	3%	6%	6%	6%%	6%	6%%	2%	
Step > Range	1	2	3	4	5	6	7	8,9,10	11,12,13	14,15,16	17,18,19	20	21	
1														
2														
3														
4														
5														
6														
7	16.90	17.41	17.93	18.47	19.02	19.60	20.18	20.79	21.41	22.05	22.72	23.40	24.10	Food Service Worker I, Child Care Asst, CMUG
8	17.34	17.86	18.40	18.95	19.52	20.11	20.71	21.33	21.97	22.63	23.31	24.01	24.73	
9	17.80	18.33	18.88	19.45	20.03	20.63	21.25	21.89	22.54	23.22	23.92	24.63	25.37	
10	18.24	18.79	19.35	19.94	20.53	21.15	21.78	23.09	24.48	25.94	27.50	29.15	29.73	Food Service Worker II
11	18.70	19.26	19.84	20.43	21.05	21.68	22.33	23.67	25.09	26.59	28.19	29.88	30.48	
12	19.17	19.74	20.33	20.94	21.57	22.22	22.89	24.26	25.72	27.26	28.89	30.63	31.24	Custodian/Maintenance I
13	19.65	20.24	20.84	21.47	22.11	22.78	23.46	24.87	26.36	27.94	29.62	31.39	32.02	Library Tech; Career Tech, Paraeducator I, FS Lead
14	20.14	20.74	21.36	22.00	22.66	23.34	24.05	25.49	27.02	28.64	30.36	32.18	32.82	
15	20.64	21.26	21.90	22.55	23.23	23.93	24.65	26.13	27.69	29.35	31.12	32.98	33.64	Custodian/Maintenance II, Grounds/Maintenance I, Paraeducator II, Campus Supervisor
16	21.16	21.79	22.45	23.12	23.81	24.53	25.26	26.78	28.38	30.09	31.89	33.81	34.48	Admin Asst Maintenance, Attendance, Adult Ed Student Service Tech.
17	21.69	22.34	23.01	23.70	24.41	25.14	25.89	27.45	29.09	30.84	32.69	34.65	35.35	Night Lead Custodian/Maintenance
18	22.23	22.89	23.58	24.29	25.02	25.77	26.54	28.13	29.82	31.61	33.51	35.52	36.23	Grounds/Maintenance II, Maintenance Worker I, CTE Community Liaison, Copy Center Tech.
19	22.78	23.47	24.17	24.90	25.64	26.41	27.20	28.84	30.57	32.40	34.35	36.41	37.13	
20	23.35	24.05	24.78	25.52	26.28	27.07	27.89	29.56	31.33	33.21	35.20	37.32	38.06	Health Aide, Admin Asst ASB/Princ Sec, Registrar, School Farm Maintenance, Alt. Ed. Asst.,
21	23.94	24.66	25.39	26.16	26.94	27.75	28.58	30.30	32.11	34.04	36.08	38.25	39.01	Bus Drivers
22	24.54	25.27	26.03	26.81	27.61	28.44	29.30	31.05	32.92	34.89	36.99	39.21	39.99	
23	25.15	25.90	26.68	27.48	28.31	29.15	30.03	31.83	33.74	35.77	37.91	40.19	40.99	HVAC/Electrician
24	25.78	26.55	27.35	28.17	29.01	29.88	30.78	32.63	34.58	36.66	38.86	41.19	42.01	Intensive Behavior Interventionist(IBM), SPED Data Technician, College/ Career Readiness Tech.
25	26.42	27.21	28.03	28.87	29.74	30.63	31.55	33.44	35.45	37.58	39.83	42.22	43.06	District Testing Assistant
26	27.08	27.90	28.73	29.59	30.48	31.40	32.34	34.28	36.34	38.52	40.83	43.28	44.14	
27	27.76	28.59	29.45	30.33	31.24	32.18	33.15	35.14	37.24	39.48	41.85	44.36	45.24	
28	28.45	29.31	30.19	31.09	32.02	32.99	33.98	36.01	38.17	40.46	42.89	45.47	46.38	
29	29.17	30.04	30.94	31.87	32.83	33.81	34.82	36.91	39.13	41.48	43.97	46.60	47.54	
30	29.89	30.79	31.71	32.67	33.65	34.66	35.70	37.84	40.11	42.51	45.06	47.77	48.72	Head Mechanic, Lead Matin/Grounds, Lead Custodian, Lead Transportation, HVAC/Electrician
31	30.64	31.56	32.51	33.48	34.49	35.52	36.59	38.78	41.11	43.58	46.19	48.96	49.94	
32	31.41	32.35	33.32	34.32	35.35	36.41	37.50	39.75	42.14	44.67	47.35	50.19	51.19	
33	32.19	33.16	34.15	35.18	36.23	37.32	38.44	40.75	43.19	45.78	48.53	51.44	52.47	
34	33.00	33.99	35.01	36.06	37.14	38.25	39.40	41.76	44.27	46.93	49.74	52.73	53.78	
35	33.82	34.84	35.88	36.96	38.07	39.21	40.39	42.81	45.38	48.10	50.99	54.05	55.13	
36	34.67	35.71	36.78	37.88	39.02	40.19	41.40	43.88	46.51	49.30	52.26	55.40	56.50	Tech Support Specialist
37	35.53	36.60	37.70	38.83	39.99	41.19	42.43	44.98	47.67	50.54	53.57	56.78	57.92	
38	36.42	37.52	38.64	39.80	40.99	42.22	43.49	46.10	48.87	51.80	54.91	58.20	59.36	
39	37.33	38.45	39.61	40.80	42.02	43.28	44.58	47.25	50.09	53.09	56.28	59.66	60.85	
40	38.27	39.42	40.60	41.82	43.07	44.36	45.69	48.43	51.34	54.42	57.69	61.15	62.37	

JOB FAMILY	JOB CLASSIFICATION
ADMINISTRATIVE ASSISTANT	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATTENDANCE ADMINISTRATIVE ASSISTANT MAINTENANCE ADMINISTRATIVE ASSISTANT SPECIAL EDUCATION ADMINISTRATIVE ASSISTANT / ASB & PRINCIPALS ADMINISTRATIVE ASSISTANT ALTERNATIVE EDUCATION ADMINISTRATIVE ASSISTANT REGISTRAR
CHILD CARE	CHILD CARE ASSISTANT CHILD CARE TEACHER TEEN PARENT COORDINATOR
CUSTODIAL/MAINTENANCE	CUSTODIAN/ MAINTENANCE I CUSTODIAN/ MAINTENANCE II GROUNDS/ MAINTENANCE I GROUNDS/ MAINTENANCE II HVAC/ ELECTRICIAN SENIOR MAINTENANCE WORKER LEAD CUSTODIAN/MAINTENANCE SENIOR CUSTODIAN/MAINTENANCE
FOOD SERVICE	FOOD SERVICE WORKER I FOOD SERVICE WORKER II
PARA EDUCATOR	PARA EDUCATOR SENIOR PARA EDUCATOR INTENSIVE BEHAVIOR INTERVENTIONIST
STUDENT SERVICES	CAREER CENTER TECHNICIAN DISTRICT DATA APPLICATIONS SYSTEMS TECH HEALTH AIDE LIBRARY TECHNICIAN
TECHNOLOGY	TECHNOLOGY SUPPORT SPECIALIST LEAD TECHNOLOGY SUPPORT SPECIALIST
TRANSPORTATION	BUS DRIVER HEAD MECHANIC

APPENDIX B

## Appendix B – List of Classifications/Job Families

# Corning Union High School District Classified Employee Performance Appraisal

Evaluation of \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluation Period Dates: From \_\_\_\_\_ To \_\_\_\_\_

A rating of 1 (one) in any category MUST be supported in the comments section below; however, comments are encouraged in all areas or in the form of an attachment. The evaluator shall complete this form by circling the appropriate rating and meeting with the employee to discuss its contents. This form shall be signed and dated by both the employee and the evaluator.

---

## Part I: Professional Skills

### 1A. Health & Safety Practices

3. Effectively complies with all health & safety practices
2. Generally follows health & safety practices; there may be occasional issues
1. Does not follow all of the health & safety practices consistently

### 2A. Knowledge of Work

3. Exceptional ability to grasp & carry out work responsibilities. Follows instructions completely.
2. Effectively ability to grasp & carry out work responsibilities. Generally follows instructions.
1. Does not grasp or carry out work responsibilities consistently. Needs improvement in following instructions.

### 3A. Judgement, Decision-Making & Dependability

3. Exceptional judgement, decision-making, & dependability concerning work responsibilities
2. Effective judgement, decision-making, & dependability concerning work responsibilities
1. Ineffective judgement, decision-making, & dependability concerning work responsibilities

### 4A. Planning & Organizing Work

3. Exceptional at planning & maintaining an organized work system & priorities
2. Effective at planning & maintaining an organized work system & priorities
1. Ineffective at planning & maintaining an organized work system & priorities

### 5A. Quality & Accuracy of Work

3. Exceptional quality & accuracy in completing tasks and in verbal & written communications
2. Effective quality & accuracy in completing tasks and in verbal & written communications
1. Ineffective quality & accuracy in completing tasks and in verbal & written communications

### 6A. Communication

3. Exceptional written/verbal communication skills that are clear & concise; follows directions very well
2. Effective written/verbal communication skills that are relatively clear & concise; follows directions
1. Ineffective written/verbal communications skills that tend to not be clear & concise; not follow directions

### 7A. Operation & Care of Work Spaces/Equipment

3. Exceptional use & care of district work spaces & equipment
2. Effective use & care of district work spaces & equipment
1. Ineffective use & care of district work spaces & equipment

### Supervisor Comments

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### Employee Comments:

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## Part II: Personal Attributes

### 1A. Interactions with Staff, Students and the Public

3. Exceptional interpersonal skills; promotes respect & collaboration among staff, students & the public
2. Effective interpersonal skills; generally respectful and collaborative among staff, students, and the public
1. Ineffective interpersonal skills; needs to improve areas of respect & collaboration w/staff, students & public

**2A. Attendance/Punctuality**

- 3. Exceptional; rarely absent & consistently on time
- 2. Acceptable; absent sometimes; mostly on time
- 1. Needs to improve; absent or late too often

**3A. Work Attitude & Initiative**

- 3. Self-motivated, enthusiastic; takes initiative & accepts change or new ideas in working with staff & students
- 2. Good attitude, cooperative; generally accepts change and takes on new responsibilities as assigned
- 1. Okay attitude, resistant to changes or new responsibilities & ideas; lacks initiative & self-motivation

**4A. Effective Use of Time/Meets Deadlines**

- 3. Exceptional ability to plan & execute work duties; completes work on time; sees priorities & does them
- 2. Shows ability to plan & carry out work duties; generally completes work effectively
- 1. Does not use time effectively to complete work in a timely fashion; needs improvement

**Supervisor's Comments:** \_\_\_\_\_

**Employee's Comments:** \_\_\_\_\_

**Part III: Trainings, Ratings & Recommendations**

**1A. Optional Professional Growth Completed:** \_\_\_\_\_

**2A. Mandatory Trainings Completed:** \_\_\_\_\_

**3A. Overall Employee Rating Summary:** (circle best description 3, 2, 1)

- 3. Exceptional employee; performance outstanding; exceeds standards
- 2. Good employee; performance acceptable; meets standards
- 1. Weak employee; performance unacceptable; does not meet standards

**For Permanent Employee Only:** Annual Evaluation \_\_\_\_\_ Special Evaluation \_\_\_\_\_

**For Probationary Employee Only:**  
 \_\_\_\_ 1<sup>st</sup> Probationary (3-month evaluation) \_\_\_\_ 2<sup>nd</sup> Probationary (6-month evaluation) \_\_\_\_ Special Evaluation

**4B. Special Achievements or Commendations:** \_\_\_\_\_

**5B. Recommendations for Professional Goals &/or Training:** \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Signature of Evaluator                      Date                      Signature of Employee                      Date**

It is understood by signing this form, that the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the evaluator. Any employee responses to the evaluation must be submitted to the Superintendent. The evaluation will be filed in 10 (ten) days.

\_\_\_\_\_/\_\_\_\_\_  
**Signature of Reviewing Administrator                      Date**

**Corning Union High School District  
643 Blackburn Ave.  
Corning, CA 96021**

**Intent to Participate in the Professional Growth Program**

**Submit Completed Form to Professional Growth Committee  
Prior to Starting Activity**

Name: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

Work Assignment: \_\_\_\_\_

Current Salary Placement: Class \_\_\_\_\_ Step: \_\_\_\_\_

---

**College/University – Credit Requested**

Check the appropriate line(s)

\_\_\_\_ Non District Inservice                      \_\_\_\_ College/University                      \_\_\_\_ District Cost  
\_\_\_\_ Workshop or Conference                      \_\_\_\_ Other                      \_\_\_\_ Personal Day Used

(Explain) \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

Location of Activity: \_\_\_\_\_

Number of hours of participation: \_\_\_\_\_

(8hrs. = ½ unit see 20.8.3 and 20.8.4 of classified contract)

**Complete prior to starting  
activity Submit to supervisor**

**Rationale**

Reason or basis for  
request

1. Name of activity (course title, conference, inservice, etc. ) \_\_\_\_\_

2. Sponsored by: \_\_\_\_\_

3. Instructors/Presenters: \_\_\_\_\_

**Appendix D – Professional Growth Program**

4. Give a brief overview of contents and/or experiences of this activity:

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5. Please attach appropriate course description, conference description, or inservice out line. Also, attach detailed itinerary of trip and timeline of activities.

6. Clearly explain how this activity is likely to lead to your increased professional effectiveness, competence, or performance.

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7. Clearly explain how this activity will benefit your job performance.

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**Submit completed form to Professional Growth Committee  
Within 30 calendar days of the completion of training**

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

Will hold document until participant verifies completion of course.

**Appendix D – Professional Growth Program**



INFORMATION PAGE

REQUEST FOR RECLASSIFICATION

**DEFINITION:** “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position Ed. Code 45101 (f); Collective Bargaining Unit Agreement Article XV Section 15.4

**OVERVIEW/GUIDE:** A reclassification request can result in a few options:  
1. A reclassification request can be granted where an increase in salary is warranted. 2. The process can result in the “restructuring” of a job description that may not result in a salary increase. 3. It can be determined that a reclassification request is not actually a permanent change in the nature of the position but rather a “temporary out of class” situation which would be handled under Article 8 Section 8.1.6 of the Collective Bargaining Agreement. 4. Or the request can be denied.

**CRITERIA:** Reclassification: “Reclassification” means the upgrading of a position to a higher classification as a *result* of the gradual increase of the duties being performed by the incumbent in such position. Ed Code 45101 (f). It is the intent of this section that the incumbent(s) shall be entitled to the upgrading of positions to higher classifications where:

- There has been a significant change,
- Required by the District,
- In the duties being performed by incumbents in such positions,
- Where such changes are not temporary in nature, and
- Where changes require a skill level or a responsibility level higher than that usually required of the existing classification.

**CONTRACT REFERENCE:** Collective Bargaining Unit Agreement contract language can be found in Article XV Section 15.4 & 15.5

Corning Union High School District  
 Department of Personnel - Leadership and Development

REQUEST FOR RECLASSIFICATION

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

HOME PHONE NUMBER / CELL PHONE NUMBER: \_\_\_\_\_

CURRENT POSITION: \_\_\_\_\_ CURRENT LOCATION: \_\_\_\_\_

CURRENT SUPERVISOR(S): \_\_\_\_\_

1. Is this reclassification for an individual in a position or is this a request for the entire classification?

Obtain a copy of your current job description\* and use the following table to list out the duties that are being performed (Column 1), the job duties that are considered outside of your current job description (Column 2) along with the frequency of time (i.e. hours per day, days per week/month, seasonal) spent on each of these duties (Column 3).

(\* Your current job description can be obtained on the District website or from Personnel.)

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
EXISTING JOB DESCRIPTION DUTIES, KNOWLEDGE & REPRESENTED SKILLS	JOB DUTIES OUTSIDE CURRENT JOB DESCRIPTION	FREQUENCY OF DUTIES PERFORMED IN COLUMN 2
1.	1.	1.
2.	2.	2.
3.	3.	3.

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
EXISTING JOB DESCRIPTION DUTIES, KNOWLEDGE & REPRESENTED SKILLS	JOB DUTIES OUTSIDE CURRENT JOB DESCRIPTION	FREQUENCY OF DUTIES PERFORMED IN COLUMN 2
4.	4.	4.
5.	5.	5.
6.	6.	6.
7.	7.	7.
8.	8.	8.
9.	9.	9.
10.	10.	10.

2. Is there an increase in responsibility, decision-making, or independence of action with the new job duties? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain.
  
3. Is there an increase in extent of supervising control, authority and responsibility? (extent to which you direct work and/or extent to which you work)  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain.
  
4. Do the new duties require additional skills, knowledge, education, certification and/or licensing?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain.

5. Do new duties require additional operation of equipment or use of equipment?  
Yes \_\_\_\_\_ No \_\_\_\_\_
6. How long have you been performing the new duties?
7. Is your supervisor aware of the new duties being performed? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain.
8. Were the new duties assigned to you by your supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain.
9. Please describe how the new duties are outside of your current job description.
10. Is there any other information that has not been asked that will be helpful for the committee to make its decision?

To the best of my knowledge and belief, the above entries are accurate and complete.

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

\_\_\_\_\_  
Date

SUPERVISORY REVIEW

1. Were the duties of this position described correctly and fully? YES \_\_\_\_\_ NO \_\_\_\_\_  
If answer is no, explain.

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2. What significant changes have occurred in the position (include additional duties and responsibilities).

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3. Additional Comment/Suggestions:

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4. Supervisor position regarding reclassification YES \_\_\_\_\_ NO \_\_\_\_\_

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

\_\_\_\_\_  
Immediate Supervisor's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Business Office	
Committee Approval:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments:	_____
	_____
	_____
Recommended Classification:	_____ Salary
Range:	_____
Date of Board Action:	_____

**Appendix E – Reclassification Form - Employee**

**Corning Union High School District  
Classified Personal Leave/Catastrophic Donation Form**

**APPLICATION FOR ANNUAL CASHOUT OF PERSONAL LEAVE**

**INSTRUCTIONS:** Complete this application form if you elect to: 1) receive payment for or 2) donate excess personal leave that cannot be rolled over or accumulate through June 30<sup>th</sup> of the current school year. Be sure to complete all blanks. **Forms without signatures** will not be accepted. Completed forms must be returned to the Payroll Office by June 30<sup>th</sup>.

In accordance with the negotiated agreement, I elect to cash out \_\_\_\_\_ hours of personal leave at 60% of my current pay rate.

I understand that this remuneration may not be included as earnable compensation for my retirement system.

In accordance with the negotiated agreement, I elect to donate \_\_\_\_\_ hours of personal leave to the ESP Catastrophic Leave Bank.

All personal leave days converted for the cash out or donation will be deducted from my current accumulated personal leave balance.

Payment will be made with the employees next pay period after June 30<sup>th</sup>.

\_\_\_\_\_  
(PRINT) Employee Name

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

\_\_\_\_\_  
Job Title

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

**RETURN COMPLETED FORM TO THE PAYROLL OFFICE**

**Appendix F – Application For Annual Cashout of Personal Leave**

**Corning Union High School District**  
**Classified Employee Catastrophic Leave Donation Form**  
**Complete this form and submit to your Association President**

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Unit Member (Donor): \_\_\_\_\_

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

I hereby request that the Association approve my donation of \_\_\_\_\_ hours, of my accumulated and unused Sick Leave, to be deposited for use by \_\_\_\_\_ (Recipient).

I understand this donation must be at least 8 hours and no more than 80 hours and that I must maintain at least 24 hours of sick leave for my own use. Part time employees working less than 8 hours in one day must maintain a minimum hourly equivalent of 3 work days. Any unused hours will NOT be returned and will remain in the Catastrophic Leave Bank for future use by any classified unit member who requests and is granted catastrophic leave.

\_\_\_\_\_  
Donor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President Signature

\_\_\_\_\_  
Date

---

**OFFICE USE ONLY:**

Confirmation of Donated Hours

Hours have been deducted from Donor's sick leave bank.

Hours have been added to catastrophic leave bank.

\_\_\_\_\_  
Account Technician-Payroll

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official

\_\_\_\_\_  
Date

## **Alarm Stipend Assignments**

First Classified Employee on List shall be the Lead Maintenance/Grounds Employee

Stipend for being on call during non-work hours: \$1,000 annual stipend

The employee will also receive hourly pay for each response (minimum pay equals 2 hours per call out)

Second Classified Employee on List shall be the Lead Custodian

Stipend for being on call during non-work hours: \$750 annual stipend

The employee will also receive hourly pay for each response (minimum pay equals 2 hours per call out)

Third Classified Employee on List shall be the HVAC/Electrician

Stipend for being on call during non-work hours: \$500 annual stipend

The employee will also receive hourly pay for each response (minimum pay equals 2 hours per call out)



# CORNING UNION HIGH SCHOOL DISTRICT

643 Blackburn Ave. Corning, CA 96021 phone: 530 824-8000 fax: 530 824-8005

## EDUCATIONAL STIPEND APPLICATION

*Appendix I*

EMPLOYEE NAME	SSN/ID #	
CLASSIFICATION	LOCATION	
MINIMUM DEGREE REQUIRED FOR POSITION: High School Diploma/ _____ AA/AS _____ BA/BS _____ MA/MS _____ 12th Grade		
HIGHEST DEGREE EARNED	INSTITUTION AND DATE CONFERRED	

- The minimum degree eligible for a stipend is a ~~BA/BS~~ *AA/AS*
- An official transcript or copy of an official transcript with a verification stamp from your Human Resources Department for the highest level of degree held must be submitted to District Human Resources with this application in order to be considered for an educational stipend.
- To receive an educational stipend, the employee must hold an earned degree from an accredited institution one level higher than the employee's current position requires.
- Foreign transcripts must be evaluated by a NACES member for verification of degree(s) earned prior to submission.
- Degree levels are: *Associate* Bachelor, Master, or Doctorate.
- An employee is eligible for no more than one degree stipend regardless of the level or number of degrees held.
- The degree stipend will be effective the following first of the month upon receipt by your Human Resources Department and District Human Resources Department verification.

Employee Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

DISTRICT HUMAN RESOURCES DEPARTMENT USE ONLY		
APPLICATION APPROVED BY	_____	DATE _____
	HIRE DATE _____	
FTE _____	EFFECTIVE DATE _____	PID # _____

DISTRICT PAYROLL SERVICES DEPARTMENT USE ONLY			
GL ACCOUNT NUMBER		DATE STPS SCREEN ACTIVATED	_____
PPYD SCREEN VERIFIED		STRS _____	DATE LOADED _____
FUND NUMBER LOAD DATE		PERS _____	DATE LOADED _____

DISTRIBUTION: DISTRICT HR DISTRICT PAYROLL PERSONNEL FILE Form# 7380 Rev. 7/04

### Appendix I – Educational Stipend Application

Appendix J

**Corning Union High School District Educational Support Professional  
PERSONNEL FILE: INSPECTION/COPY REQUEST FORM**

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

I am requesting to:  Inspect my personnel file  Obtain a copy of my personnel file

I am designating, in writing, the following representative, \_\_\_\_\_  
to:  Inspect my personnel file  Obtain a copy of my personnel file

I understand the following:

- If I am inspecting my personnel file, I may not add, remove or revise any documents.
- An employee or a person authorized in writing by the employee, may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:
  - ❖ Are obtained prior to his/her employment
  - ❖ Were prepared by identifiable examination committee members
  - ❖ Were obtained in connection with a promotional examination or,
  - ❖ Professional Growth Committee review notes Revised: 10/28/16
- An employee may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to render service.
- Such inspection shall take place under the supervision of a District Administrator or a designee.
- I understand the District may verify any representative designated by me.

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

To be completed by District Representative:

Date request received: \_\_\_\_\_

Date of review of file with Employee/representative: \_\_\_\_\_

Date on which a copy of the personnel file was provided to the employee/representative: \_\_\_\_\_

District Representative: \_\_\_\_\_ Date: \_\_\_\_\_

11/29/16