

MASTER AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF THE
DOWNEY UNIFIED SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS DOWNEY CHAPTER #248**

October 1, 2016

through

September 30, 2019

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ARTICLE I – AGREEMENT

This agreement is made and entered into between the Downey Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Downey Chapter #248, hereinafter referred to as the Association or C.S.E.A.

ARTICLE II – RECOGNITION

The District hereby acknowledges that C.S.E.A. and its Downey Chapter #248 is the exclusive bargaining representative, as granted by the Downey Unified School District on March 7, 1977, for all classified employees in Unit I holding positions as classified below:

- | | |
|---|---|
| 1. Accounting Assistant | 31. Payroll Technician |
| 2. Adult School Registrar Assistant | 32. Personnel Assistant |
| 3. ASB Accounting Technician | 33. Personnel/Credential Technician |
| 4. Assistant Buyer | 34. Personnel/Payroll Assistant (Adult School) |
| 5. Attendance/Records Clerk | 35. Physical Education Assistant |
| 6. Budget Financial Analyst | 36. Pupil/Support Services Technician |
| 7. Buyer | 37. Purchasing Assistant |
| 8. Campus Security Assistant | 38. Registrar |
| 9. Certified Occupational Therapy Assistant | 39. Registered Behavior Technician |
| 10. Child Care Assistant | 40. School Based Therapist |
| 11. Clerical Assistant | 41. School Health Technician |
| 12. Communication Center Assistant | 42. School Office Manager |
| 13. Elementary School/Library Media Technician | 43. Secretary |
| 14. Food Service Assistant | 44. Senior Accounting Assistant |
| 15. Food Service Assistant II | 45. Senior Accounting Technician |
| 16. Food Service Helper | 46. Senior Clerical Assistant |
| 17. Healthy Start Assistant | 47. Senior Instructional Assistant |
| 18. Instructional Assistant | 48. Senior Instructional Assistant – B.C. |
| 19. Instructional Assistant – Adult School | 49. Senior Instructional Assistant – S/MH |
| 20. Instructional Asst. – Computer Applications | 50. Senior Personnel Assistant |
| 21. Instructional Services Technician | 51. Senior School Office Manager |
| 22. Intermediate Accounting Assistant | 52. Senior Secretary |
| 23. Intermediate Clerical Assistant | 53. Senior Student Information Systems Operator |
| 24. Intermediate School Office Manager | 54. Special Education Technician |
| 25. Interpreter Assistant | 55. Speech/Language Pathology Assistant |
| 26. Labor Compliance Technician | 56. Student Information Systems Operator |
| 27. Lead Food Service Assistant | 57. Student Testing Technician |
| 28. Make-up Artistry Assistant | 58. Switchboard Operator/Receptionist |
| 29. Nursing Program Assistant | 59. TLC Resource Center Assistant |
| 30. Nursing Specialist | |

The District and the Association agree to add any appropriate classified positions created, or whose title has changed since the last contract, to the list of bargaining unit classifications.

1 Excluded from the unit shall be the assistant to the Superintendent, and secretaries to
2 the Assistant Superintendents, which shall be confidential. The one position of Communication
3 Center Assistant shall remain confidential until vacated and shall then return to the unit.
4

5 All newly created classifications, except certificated, management, confidential (which
6 include Administrative Secretary; Senior Secretary, Director, Budget and Finance; and Senior
7 Secretary, Classified Human Resources), and supervisory employees, as defined in
8 Government Code Section 3540 shall be assigned to the appropriate bargaining unit. For all
9 other positions that are currently designated as "Confidential," once the current employee
10 leaves his/her position that position will revert to a Unit membership. Disputed cases by either
11 party shall be submitted to the Public Employment Relations Board for resolution.
12

13 A C.S.E.A. membership application and new member packet, as well as a copy of the
14 collective bargaining agreement, will be provided to all newly hired employees eligible for
15 membership.
16

17 ARTICLE III – DEFINITIONS 18

- 19 1. "Association" shall mean the California School Employees' Association, Chapter 248, or
20 its designee.
21
- 22 2. A "day" is a day when the District office is open for business.
23
- 24 3. "Distasteful duty" refers to any procedure that is invasive and/or involves bodily fluids,
25 medical procedures, or special sanitary cleaning of normally unexposed body parts
26 when such is not part of the employee's regular assignment.
27
- 28 4. "Emergency" shall mean any sudden or unforeseen situation which requires immediate
29 action, such as flood, earthquake, natural disasters, or unforeseen combination of
30 circumstances, which call for immediate action.
31
- 32 5. "Employee" shall mean a member of the bargaining unit.
33
- 34 6. "Evaluator" shall mean the chief administrative officer, or designee, of the school or
35 department to which an employee is assigned and by whom the employee is evaluated.
36
- 37 7. "Extra Hours" shall mean hours worked in a day over the required assignment up to
38 eight (8) hours.
39
- 40 8. "Grievance" shall mean a claim of any employee or C.S.E.A. concerning the
41 interpretation or application of the expressed written terms of this Agreement, which
42 interpretation or application adversely affects the employee or C.S.E.A., and which has
43 not been resolved satisfactorily in an informal manner between the employee and the
44 immediate supervisor.
45
- 46 9. "Immediate family" is the spouse, registered domestic partner, child, parent, stepparent,
47 grandparent, grandchild, brother, sister, aunt or uncle, niece or nephew of the employee
48 or of the spouse or registered domestic partner of the employee, and the stepchild, son-
49 in-law, daughter-in-law, brother-in-law, sister-in-law of the employee; or any person living
50 in the immediate household of the employee.

- 1 10. "Immediate supervisor" shall mean that member of the District's management team that
2 has immediate jurisdiction over an employee and has been designated to adjust written
3 grievances at the first level.
4
- 5 11. "Limited Term" refers to an employee who is serving in a provisional appointment, or as
6 a substitute for a regular employee, or in a position established for a limited period of no
7 more than six (6) continuous months.
8
- 9 12. "Management employee" means any employee in a position having significant
10 responsibilities for formulating District policies or administering District programs.
11 Management positions shall be designated by the District subject to review by the Public
12 Employment Relations Board.
13
- 14 13. A "permanent employee" is an employee who has successfully completed his/her initial
15 probationary period in the District's classified service.
16
- 17 14. "Personnel Commission" shall mean the non-partisan public body responsible for the
18 administration of the (merit system) classification, selection, retention, and promotion of
19 classified employees in the Downey Unified School District.
20
- 21 15. A "probationary employee" is an employee serving the initial six (6) months in a
22 permanent position following his/her appointment from an eligibility list.
23
- 24 16. "Probationary period" is the trial period of six (6) months or one hundred thirty (130) days
25 of paid service, whichever is longer, immediately following an original or promotional
26 appointment to a permanent position from an eligibility list.
27
- 28 17. "Promotion" is a change in the assignment of an employee from a position in one class
29 to a vacant position in another class with a higher maximum salary rate.
30
- 31 18. "Reassignment" means a change in assignment within the employee's job classification
32 at the same job site or a different site, under the direction of the same supervisor.
33
- 34 19. "Seniority" is to be computed from date of District hire minus any breaks in service. Time
35 spent on unpaid illness leave (except CFRA), or unpaid industrial accident leave shall
36 not be counted for length of service credit.
37
- 38 20. "Transfer" means a change of job site within the same position classification under the
39 direction of a different supervisor.
40

41 ARTICLE IV - ORGANIZATIONAL RIGHTS 42

43 C.S.E.A. Downey Chapter #248 shall have the following rights in addition to the rights contained
44 in any other portion of this Agreement:
45

- 46 A. The right of access by authorized Association representatives shall be granted at
47 reasonable times for purposes of grievance investigations providing there is prior
48 notification to the employee's immediate supervisor. Association business will be
49 conducted before and after working hours or during lunch periods and breaks.
50

- 1 B. The right to use without charge institutional bulletin boards at work sites, mailboxes,
2 email, and the use of the school mail system for purposes of communication, posting or
3 transfer of information or notices concerning C.S.E.A. Downey Chapter #248.
4
- 5 C. The right to use without charge institutional equipment, facilities, and buildings at
6 reasonable times under provisions of a Civic Center permit.
7
- 8 D. The right to be supplied with a complete seniority roster of all bargaining unit employees
9 upon request when established by the Personnel Director and for the purpose of layoff.
10
- 11 E. The right to receive one (1) copy of any budget or public financial material submitted at
12 any time to the governing board and regular board agendas.
13
- 14 F. The right for any employee in the bargaining unit to receive a copy of the District
15 Personnel Commission's Classified Rules and Regulations upon request.
16
- 17 G. Distribution of the Contract: Within forty-five (45) days after signing of contract, the
18 District will make contract available on the District's website and will print 100 copies for
19 those unit members who request them, at no cost to the Association. Copies will be
20 provided to each school office manager and all new employees.
21
- 22 H. Maintenance of Membership: Each employee covered by this Agreement who on the
23 effective date of Agreement is a member of C.S.E.A., and each employee covered by
24 this Agreement who becomes a member after that date, shall maintain his/her
25 membership in C.S.E.A., Downey Chapter #248, during the term of this Agreement.
26
- 27 I. Agency Shop:
- 28 1. Except as expressly exempted herein, all bargaining unit employees who do not
29 maintain membership in the Association are required, as a condition of continued
30 employment, to pay service fees to the Association.
31
- 32 2. The Association has the exclusive right to have employee organization
33 membership dues and service fees deducted by the District from the wages or
34 salary of employees in the bargaining unit in accordance with the provisions of
35 this agreement.
36
- 37 A. The District shall cause payroll deductions to be made in accordance
38 with the District's procedures and Association's dues and service fee
39 schedule, or payments to a designated charitable fund in lieu of
40 service fees in case of an employee's bona fide religious objection.
41
- 42 B. Employees, in lieu of payroll deductions, may pay dues or service
43 fees directly to the association or, in the case of bona fide religious
44 objection, provide proof of payment to a designated charitable fund.
45
- 46 C. In the event an employee does not pay dues or service fees directly to
47 the Association, the District shall begin automatic payroll deduction
48 after receipt of such written notice from the Association specifying the
49 names of the unit employees and the amount of the dues or service
50 fees for each such employee. Payroll deductions shall be processed
51 in accordance with standard District operating procedures from the

1 first day of the month following forty-five (45) calendar days after
2 receipt by the District of the written notice directing dues/service fees
3 payroll deduction.
4

5 D. The Association may specify a change in the amount of the dues or
6 service fees provided an authorized Association officer submits a
7 written notice to the District for such an adjustment. The processing of
8 revised payroll deductions will be in accordance with the schedule
9 provided in section 3 (C).
10

11 E. The District shall, without charge, transmit to the Association the sums
12 deducted under this agreement, except that the District shall transmit
13 to a designated charitable fund sums deducted in lieu of service fees
14 in the case of an employee's bona fide religious objection.
15

16 3. Any employee who has a bona fide religious objection, as defined in Government
17 Code section 3546.3, to the payment of service fees in support of an 'employee
18 organization,' as defined in Government Code section 3540.1 (d), shall not be
19 required to join, maintain membership in, or pay dues or service fees required as
20 a condition of employment. However, such employee shall be required, in lieu of
21 service fees required by this agreement, to pay sums equal to such service fees
22 to any one of the following three designated nonreligious, non-labor, charitable
23 funds exempt from taxation under section 501 c (3) of title 26 of the United States
24 Internal Revenue Code:

- 25 A. CSEA Scholarship Fund
- 26 B. City of Hope
- 27 C. Children's Hospital of Los Angeles
28

29 4. Any employee claiming this religious exemption shall, as a condition of continued
30 exemption, furnish to the Association and to the District a written statement of
31 objection along with verifiable evidence of membership in a religious body whose
32 traditional tenets of teachings set forth objections to joining or financially
33 supporting employee organizations.
34

35 5. The Association agrees to indemnify and financially hold harmless the District, its
36 Governing Board, officers and administrators against any and all claims,
37 demands, costs, lawsuits, including attorney fees incurred in defending said
38 persons or District, or any other form of liability or expense, including but not
39 limited to, all court or administrative agency costs, that may arise out of or by
40 reason of action taken by the District for the purpose of complying with this
41 agreement. The District shall promptly notify the Association of any civil,
42 administrative, or other action taken against the District as a result of its
43 compliance with this agreement.
44

45 ARTICLE V - MANAGEMENT'S RIGHTS

46 It is understood and agreed that the District retains all the customary rights, powers, functions,
47 and authority to control and manage and to discharge its obligations as provided by law and the
48 State and Federal Constitutions.
49

50 Any of the rights, powers, or authority which the District had prior to the execution of this
51

1 Agreement are retained except as those rights, powers, and functions or authority which are
2 specifically abridged or modified by this Agreement or by any supplement to this Agreement
3 arrived at through the process of collective bargaining.
4

5 District reserved duties and rights include, but may not be limited to: determine its organization;
6 direct the work of the employees; determine the kinds of and levels of service and the methods
7 and means of providing them; determine the number and kind of personnel required; maintain
8 the efficiency of the District's operation; build or modify buildings and facilities; establish budget
9 procedures and funding priorities for determining methods of revenue; determine the hours of
10 operation; establish its educational policies, goals, and objectives; insure the rights and
11 educational opportunities of students; determine the curriculum; in addition, the District and its
12 designee retains the right to hire, classify, assign, evaluate, terminate, and discipline its
13 employees, except as limited by the Personnel Commission and/or this contract; plan and
14 oversee all staff development, with the assistance of C.S.E.A., for this unit, which will be
15 provided only when funding is available; and to amend or rescind provisions of this Agreement
16 in case of emergency. Emergency shall mean any sudden or unforeseen situation which
17 requires immediate action, such as flood, earthquake, natural disaster, or unforeseen
18 combination of circumstances which call for immediate action. Any amendment or deviation of
19 this Agreement shall be only for the duration of the emergency.
20
21

22 ARTICLE VI - RENEGOTIATIONS: PROCEDURES 23

- 24 A. The Association shall submit to the Board of Education, Salary and Benefit Articles and
25 one (1) for reopener negotiations for the 2017-18 and 2018-19 school years. Reopener
26 proposals shall be submitted by the last Board of Education meeting in July.
27 Negotiations shall commence within a reasonable time period after the parties'
28 proposals have been sunshined to the public at a Board meeting.
29
- 30 B. Regularly scheduled negotiation meetings shall be established on a reasonable and
31 mutually agreed basis between the respective bargaining teams, normally at the
32 beginning of bargaining for a successor agreement.
33

34 ARTICLE VII – DUTY HOURS 35

36 A notice will be sent at the beginning of each school year to all principals, special education
37 department chairs, job stewards, and chapter president, stating that classified employees will
38 not be used in lieu of certificated employees. A copy of the notice will be sent to C.S.E.A.
39 District will provide training, including training in the administration of breathing treatments to
40 appropriate staff as needed.
41

42 Calendar: The District and Association shall meet annually and work cooperatively with the
43 Downey Educator's Association to develop the calendar for the following school year, or
44 multiple school years.
45

46 Catering and Special Events: When not performed by a supervisor, catering and special events
47 shall be served by employees in order of seniority from a voluntary sign-up sheet distributed the
48 first of each month.
49

50 Working Hours: The working hours for all employees shall be scheduled by the immediate
51 supervisor in conformance with the guidelines and needs established by the District. The

1 District shall notify and confer with the employee ten (10) days prior, or less if mutually agreed
2 upon with the employee and supervisor, to affecting any permanent change in the starting and
3 ending time of the work day. School based employees assigned fewer than twelve (12) months
4 per year, will be assigned to work and will be paid appropriately when students are present
5 and/or when teachers are in a paid status during the regular academic year, except for days
6 excluded through negotiations.
7

8 Accumulated vacation, if any, may be used by these employees on non-paid days in any of the
9 months in which they are regularly assigned to work.

10
11 Assigned Work Time – Procedures for Increasing: The District reserves the right to increase the
12 assigned time of employment for bargaining unit members when programmatic changes or
13 increased funding occurs.
14

15 A. The following Section applies to all Unit I classifications not specified in Section II
16 below.

17 B.

18 A. Occupied Positions - When an increase in assigned time for a subject position
19 that is currently occupied by a regular employee is approved by a School
20 Administrator or Department supervisor, the additional assigned time shall be
21 offered to the employee currently in the position.
22

23 Refusal of Increase in Time
24

25 i. If the regular employee who is offered the increase in assigned time for
26 the subject position refuses the addition of assigned work hours, regular
27 employees in the same classification, who are willing and able to work the
28 increase in assigned time, shall be offered the position by seniority who
29 meet the following criteria:
30

31 1. The employee has completed a request for the increase for
32 assigned time on an official District form and submitted it to the
33 Classified Human Resources Office one (1) calendar day prior to
34 selection for the position. The request shall remain effective for
35 one (1) year from the date submitted.
36

37 2. The employee is currently assigned the same number of hours as
38 the subject position prior to the increase in assigned time.
39

40 3. The employee has received a performance evaluation in the past
41 two (2) years that has an overall rating of "Average" or "3" or
42 higher.
43

44 ii. Upon selection of the employee, the current incumbent of the position
45 with the increase in assigned time shall be administratively reassigned to
46 the requesting employee's prior position and assigned work hours.
47

48 iii. If there are no other employees willing to accept the increase in assigned
49 time, the employee currently in the position shall be provided a second
50 opportunity to accept the increase in assigned time or be considered for
51 an alternative assignment.

1 B. Vacant Positions – When an increase in assigned time for a subject position that
2 is currently vacant is approved by a School Administrator or Department
3 supervisor, the additional assigned time shall be allocated to the employee in the
4 following.

5
6 i. The vacant position shall be offered to other regular employees by
7 seniority in the same classification who meet the following criteria:

8
9 1. The employee has completed a request for the increase for
10 assigned time on an official District form and submitted it to the
11 Classified Human Resources Office one (1) calendar day prior to
12 selection for the position. The request shall remain effective for
13 one (1) year from the date submitted.

14
15 2. The employee has received a performance evaluation in the past
16 two (2) years that has an overall rating of “Average” or “3”.

17
18 C. The following section shall apply to the classifications of Senior Instructional
19 Assistant, Senior Instructional Assistant, Behaviorally Challenged and Senior
20 Instructional Assistant Severely/Multiply Handicapped:

21
22 A. Occupied Positions - When an increase in assigned time for a subject position
23 that is currently occupied by a regular employee is approved by a School
24 Administrator or Department supervisor, the additional assigned time shall be
25 offered to the employee currently in the position.

26
27 Refusal of Increase in Time

28
29 i. If the regular employee who is offered the increase in assigned time for
30 the subject position refuses the addition of assigned work hours, an
31 interview by the hiring authority shall be offered to other regular
32 employees in the same classification who have requested and are willing
33 and able to work the increase of assigned time of the position who meet
34 the following criteria:

35
36 1. The employee is currently located in the same work location as
37 the position.

38
39 2. The employee has completed a request for the increase of
40 assigned time on an official District form and submitted it to the
41 Classified Human Resources Office one (1) calendar day prior to
42 selection for the position. The request shall remain effective for
43 one (1) year from the date submitted.

44
45 3. The employee is currently assigned the same number of hours as
46 the subject position prior to the increase in time.

47
48 ii. If there are no other regular employees in the same classification who are
49 requesting an increase in assigned time from the same work location,
50 regular employees in the same classification from other sites, who are

1 willing and able to work the increase in assigned time, shall be offered an
2 interview for the position who meet the following criteria:

- 3
4 1. The employee has completed a request for the increase in
5 assigned time on an official District form and submitted it to the
6 Classified Human Resources Office one (1) calendar day prior to
7 selection for the position. The request shall remain effective for
8 one (1) year from the date submitted.
9
10 2. The employee is currently assigned the same number of hours as
11 the subject position prior to the increase in time.
12
13 iii. Upon selection of the employee, the current incumbent of the position
14 with the increased time shall be administratively reassigned to the
15 requesting employee's prior position and assigned work hours.
16

17 B. Vacant Positions – When an increase in assigned time for a subject position that
18 is currently vacant is approved by a School Administrator or Department
19 supervisor, the additional assigned time shall be allocated to the employee in the
20 following order.
21

- 22 i. An interview by the hiring authority shall be offered to other regular
23 employees in the same classification who have requested and are willing
24 and able to work the increase in assigned time of the position in the
25 following order:
26
27 1. The requesting employee is currently located in the same work
28 location as the position and the employee has completed a
29 request for the increase in assigned time on an official District
30 form and submitted it to the Classified Human Resources Office
31 one (1) calendar day prior to selection for the position. The
32 request shall remain effective for one (1) year from the date
33 submitted.
34
35 2. If there are no other regular employees in the same classification
36 who are requesting an increase in assigned time from the same
37 work location, regular employees in the same classification from
38 other sites, who are willing and able to work the increase in
39 assigned time, shall be offered an interview for the position
40 provided that the employee has completed a request for the
41 increase in assigned time on an official District form and submitted
42 it to the Classified Human Resources Office one (1) calendar day
43 prior to selection for the position. The request shall remain
44 effective for one (1) year from the date submitted.
45

46 Work Week: The work week for full-time employees shall be forty (40) hours, rendered in units
47 of eight (8) hours, exclusive of a District-designated meal period.
48

49 The work week shall consist of five (5) consecutive work days, normally Monday through Friday,
50 for all employees rendering service two (2) hours or more per day during the work week. This
51 does not preclude the extension of the work week or the work day. The District retains the right

1 to extend the regular work day or work week as it deems necessary to carry out the District's
2 business.

3
4 Meal Period: Each employee working six (6) or more consecutive hours shall be entitled to an
5 uninterrupted unpaid meal period of not less than one-half hour. Meal periods may be
6 scheduled for not longer than one hour at the discretion of the supervisor. When possible, the
7 meal period shall be scheduled by the supervisor to coincide with normal meal times, or at
8 approximately the midpoint of the employee's shift.

9
10 If in the judgment of the supervisor an emergency exists, the employee may be assigned work
11 activities during the regularly scheduled meal period. At the end of the emergency, the
12 employee shall resume his/her meal period for the remaining portion unused at the time the
13 emergency began.

14
15 Break Period: Each employee shall receive a fifteen-minute break for each four (4) continuous
16 hours of employment. This break shall be scheduled as close to the mid-shift as possible.

17
18 Overtime: Overtime is defined as any time authorized by the immediate supervisor worked,
19 whether suffered or permitted, in excess of eight (8) hours in any one work day or in excess of
20 forty (40) hours in any work week.

21
22 Call Back Time: Any employee called in to work at a time when the employee is not scheduled
23 to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this
24 Agreement.

25
26 Right of Refusal: Any unit employee shall have the right to reject any offer or request for
27 overtime or call-back, on call, or call-in time, except in such emergencies that health and safety
28 are major concerns.

29
30 First Aid Training: Required first aid training and CPR training will take place during working
31 hours. Employees who choose to take the training for professional growth hours will be required
32 to take the training outside of working hours and at their own expense. If overtime is required,
33 employees will be paid at one and one-half (1-½) times their regular rate of pay.

34
35 Food Services - Temporary Additional Hours: When a regular food service assistant is on a
36 leave (either unpaid or paid) for one or more days, or when a food service assistant vacancy
37 exists and his/her work hours are offered to another employee, whenever possible, food service
38 staff at a site where a vacancy exists will be given the opportunity to pick up additional hours. In
39 long-term vacancies and when staff at the site are at their maximum benefit threshold, staff from
40 other food service sites will be used. Substitutes will only be used to fill lowest-hour positions
41 when permanent employees are absent, or a scheduling conflict exists with staff at the site.

42 ARTICLE VIII - SALARIES

43
44 Salary and fringe benefits applicable to members of the bargaining unit are set forth in this
45 article and within the provisions of Appendix A of this agreement.

46
47
48 Working Out of Class: Employees who are required and directed by their immediate supervisor
49 to perform higher level duties inconsistent with their assigned duties shall be compensated at
50 not less than five percent (5%) above the employee's regular rate of pay.

1 Holiday Compensation: Employees assigned and directed by their immediate supervisor to
2 provide service on a holiday authorized by the District shall be compensated at the rate of time
3 and one-half in addition to the regular rate of pay.
4

5 Longevity: Beginning with the 10th year of service with the Downey Unified School District all
6 employees shall receive an additional \$50 per month. Beginning with the 15th year, the amount
7 shall be raised to \$105 per month. Beginning with the 20th year, the amount shall be raised to
8 \$155 per month. Beginning with the 25th year, the amount shall be raised to \$205 per month.
9 For purposes of this Section, longevity shall be calculated from the initial date of hire, excluding
10 unpaid leaves of absence and breaks in service.
11

12 Anniversary Increment: An employee who has performed in a satisfactory manner as described
13 in his/her most recent performance rating shall be entitled to any anniversary salary increments
14 provided for in Appendix A.
15

16 Incorrect Salary Placement: Errors in current salary schedule placement shall be corrected only
17 during the fiscal year in which they are discovered, and such corrections shall apply only to that
18 fiscal year.
19

- 20 A. Underpayments - shall be rectified within one pay period following discovery and notice
21 of error.
22
- 23 B. Overpayments – shall be repaid following notification of the employee. A monthly
24 schedule of repayments shall be jointly determined by the employee and the District.
25 Unless a hardship exists, an amount not less than the amount of overpayment collected
26 each previous month prior to the discovery of the error shall be collected from the
27 employee, but in no case shall the total repayment period exceed twelve (12) months.
28

29 Salary and Fringe Benefits:

- 30 A. Salary - The unit's current salary schedule (2016-17) shall reflect a 2% salary increase
31 effective July 1, 2016. The District agrees that direct deposit of payroll shall be made
32 available to all bargaining unit members.
33
- 34 B. Night Shift - The Night Shift Differential for all employees working the B Shift is \$.35 per
35 hour. B Shift shall be defined as a shift in which the employee works a majority of his/her
36 day after 3:00 p.m. If any other bargaining unit receives an increase in the shift
37 differential, Unit 1 will receive the same increase.
38
- 39 C. Fringe Benefits – The District and Unit agree to continue to work with the Employee
40 Benefits Committee to contain health benefit costs. The District shall provide employees
41 working twenty (20) hours or more per week [four (4) hours per day] with the following:
42
- 43 1. Pro-rated benefits.
 - 44
 - 45 2. Health and welfare insurance plans in accordance with Appendix B.
 - 46
 - 47 3. Employees not wishing the medical coverage may elect to receive \$25,000 in life
48 insurance coverage plus dental coverage as set forth in (2) above.
 - 49
 - 50 4. All employees working less than four (4) hours shall receive \$5,000 as a death benefit.
51

- 1 5. Health and Welfare - The District shall continue to fund the health and welfare benefits
 2 as described in this Article and shall not require the unit member to exceed ten percent
 3 (10%) maximum contribution for all plans which include medical, vision, and dental. The
 4 co-pays incurred by the member using the prescription card do not apply to the current
 5 Blue Shield deductibles. The District and Unit agree to continue to work cooperatively
 6 with the Employee Benefits Committee to contain health benefit costs. The specific
 7 benefits of the health and welfare plans shall be maintained unless changed by mutual
 8 agreement of the District and the Unit. Current benefits summaries will be posted on the
 9 District web page.
- 10
- 11 6. Pretax Earnings: Employee contributions for medical benefits are to be paid with pre-tax
 12 earnings as per Section 125 (Flexible Benefits) of the IRS Code.
 13

14 ARTICLE IX - HOLIDAYS
 15

16 Approved Days:

17	Independence Day	Christmas Day
18	Labor Day	New Year's Day
19	Admission Day*	Martin Luther King, Jr. Day
20	Veteran's Day	Lincoln's Day
21	Wednesday before Thanksgiving	Washington's Day
22	Thanksgiving Day	Memorial Day
23	Friday following Thanksgiving	
24		
25		

26 *Admission Day shall be scheduled in accordance with the annual school calendar
 27

28 In addition to the paid holidays listed in this provision, the District agrees to provide all
 29 employees with paid holidays as mandated by the Education Code, and additional days, if any,
 30 as established in the annual school year calendar by authority of the Board of Education.
 31

32 Holidays Occurring on Weekends: When a holiday falls on a Saturday, the preceding work day
 33 shall be deemed be that holiday. When a holiday fails on a Sunday, the following work day shall
 34 be deemed to be that holiday.
 35

36 Special Conference Days: The District will notify affected employees at least seventy-two (72)
 37 hours in advance of those working days when their services are not required due, but not limited
 38 to, scheduled orientation meetings and teacher-parent conferences. Employees so notified may
 39 elect to work, take earned vacation or take unpaid leave of absence (deduct day) on such days.
 40

41 Holiday Eligibility: An employee must be in a paid status on the working day immediately
 42 preceding or succeeding the holiday to be paid for the holiday.
 43

44 Employees in the bargaining unit who are not normally assigned to duty during school holidays
 45 of December 25 and January 1 shall be paid for those holidays provided they were in a paid
 46 status during any portion of the working day of their normal assignment immediately preceding
 47 or succeeding the holiday period.
 48
 49
 50
 51

ARTICLE X - RELEASE TIME

Association Business: The Association shall be granted at least twenty-five (25) days each year to be used by any of the officers of C.S.E.A. for Association business and/or the annual conference. The Association shall have the right to send delegates of their choice to the annual conference for a maximum of five (5) days each without loss of compensation each year. The number of delegates shall be determined on the basis of two delegates for the first one hundred fifty (150) members and one delegate for each additional one hundred (100) members or fraction thereof as determined by the roster of dues-paying members.

There will be five (5) additional days per person with a maximum of fifteen (15) days of release time, with substitute coverage provided if one is requested by the supervisor, for C.S.E.A. state officers and/or state appointees. Any release time under this section will require advance notice to the employee's supervisor.

Negotiations and Grievance Processes: The Association will have available a reasonable amount of paid working hours of release time per year to be utilized at the Association's discretion for negotiating with Board representatives or for grievance processing. Release time for negotiating or grievance processing shall not be used in less than four-hour increments.

In January of each year, the elected president of the Association shall provide to the district personnel office and keep current a list of official chapter officers, and job stewards authorized to represent bargaining unit members in grievance and disciplinary matters.

Upon entering a work location, the job steward shall advise the grievant's supervisor and the appropriate administrator of his/her presence and business. The grievant shall be granted permission to leave the job if it will not cause an undue interruption of work. Additionally, the job steward may be permitted to discuss a grievance with all employees immediately concerned during those employees' normal working hours as permitted by the appropriate administrator, and, if appropriate, to attempt to achieve settlement in accordance with grievance procedure.

The job steward shall be required to log the utilization of his/her time as it relates to grievance processing. In investigating and processing grievances the job steward shall be required to utilize the District's Affidavit of Absence form. This form shall be submitted to the immediate supervisor upon return of the job steward from each individual grievance meeting. In reviewing this form with his/her immediate supervisor, the job steward shall be required to account for all time utilized under this provision. The immediate supervisor shall initial the form upon review and keep a copy for his/her office files.

Leave of Absence for Unelected Union Member(s)

The District shall grant a leave of absence, without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the Association in accordance with Education Code Section 45210(b). Any leave of absence granted for unelected Association member(s) will require a notification in writing by the Association to each employee's supervisor or administrator a minimum of ten (10) work days prior to the start date of the Association's activity. The notification shall state the purpose of the leave and the duration of time that the employee is designated to be on the leave of absence.

Compensation during the leave shall include retirement fund contributions required for the school district as the employer. The employee shall earn full service credit during the leave of absence and the employee shall continue to pay member contributions. The maximum amount

1 of service credit earned shall not exceed twelve (12) years.

2
3 The District shall be reimbursed by the Association for the released employee for all
4 compensation paid the employee on account of the leave. Reimbursement by the Association
5 shall be made within ten (10) work days after the Association has received certification of
6 payment of compensation to the employee.

7
8 ARTICLE XI - LEAVES

9
10 Personal Necessity Leave

11 A bargaining unit member may elect to use his/her annual accumulative illness or injury leave,
12 not to exceed eight (8) days per school year, except in the case of twelve (12) month employees
13 who may elect to use ten (10) days, for the following purposes:

- 14
15 A. Death or illness of a member of his/her immediate family.
16
17 B. An accident involving the employee's person or property, or the person or property of a
18 member of the employee's immediate family as defined in Section (a) of this Article.
19
20 C. An appearance of the employee in court as a litigant or witness under an official order.
21 The employee is expected to return to work in cases where he/she is not required to be
22 absent the entire day.
23
24 D. Birth or adoption of an employee's child.
25
26 E. Imminent danger to the home of the employee.
27
28 F. Religious holidays.
29
30 G. Activities required by virtue of holding a public elected office.
31
32 H. In cases of personal necessity where the employee cannot reasonably be expected to
33 disregard the situation, or where the necessity cannot be transacted outside of the
34 employee's assigned working hours, except that such leave may not be used for:
35 (a) routine personal business
36 (b) vacation, recreation, or social activities
37 (c) employee organization activities
38 (d) political activities or demonstrations
39 (e) work stoppage and other concerted activities
40

41 An employee using personal necessity leave shall submit his/her absence verification form
42 certifying in writing the reason that the employee is using personal necessity leave for a purpose
43 provided in Article XI, Sections A-H. An employee shall give his/her immediate supervisor
44 advance notice of personal necessity leave whenever reasonably possible.

45
46 If in cases of suspected abuse, management reserves the right to request the employee to
47 provide verification that the absence was due to a necessity as defined in Article XI, Sections A-
48 H.

49
50 In situations where absence is due to subpoena or an official order, the employee must provide
51 evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction.

1 For such leaves the employee shall be granted leave of absence with pay up to the amount of
2 the difference between the employee's regular earnings and any amount he/she received for
3 jury or witness fees.
4

5 Personal Business Leave

6 Employees shall be eligible to use up to three (3) days of unrestricted personal business leave
7 per school year to be deducted from any available sick leave days accrued. Employees shall be
8 required to give the District twenty-four (24) hours advance notice to use such personal
9 business leave.
10

11 Vacation

12 Every regular classified employee shall earn vacation at the prescribed rate as part of his/her
13 compensation.
14

15 Vacation shall be earned at the rate of one (1) working day for each full month of employment or
16 portion thereof. Major portion of the month, as used herein, is defined as in excess of eleven
17 (11) working days in the month.
18

19 All regular classified employees who work on a part-time basis in a ten (10), eleven (11), or
20 twelve (12) month assignment shall accrue paid vacation in line with those policies and receive
21 such vacation credit commensurate with the designated hours worked per day.
22

23 Additional paid vacation for longevity shall be granted on the following schedule:
24

Years of Service	12-Month Employee	11-Month Employee	10-Month Employee	Additional Days Per Year
6	1/12 dpm*	1/11 dpm*	1/10 dpm*	1
7	1/6 dpm*	2/11 dpm*	1/5 dpm*	2
8	1/4 dpm*	3/11 dpm*	3/10 dpm*	3
9	1/3 dpm*	4/11 dpm*	2/5 dpm*	4
10	5/12 dpm*	5/11 dpm*	1/2 dpm*	5
11	1/2 dpm*	6/11 dpm*	3/5 dpm*	6
12	7/12 dpm*	7/11 dpm*	7/10 dpm*	7
13	2/3 dpm*	8/11 dpm*	4/5 dpm*	8

25 * Days per month
26

27 It is understood that there will be some exceptions to this rule due to District necessity and/or an
28 individual employee's circumstances. Vacation accumulation shall be limited to a maximum of
29 forty (40) days at any time. Excess vacation days over forty (40) must be scheduled to be taken
30 by the first pay period following the accumulation of over forty (40) days. Should the employee
31 fail to schedule excess of vacation by the end of the first pay period after the excess
32 accumulation, the supervisor and employee shall collaboratively schedule the date(s) of
33 vacation in the amount of days over forty (40) and the employee will be required to utilize the
34 vacation on the dates scheduled for him/her.
35

36
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41
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44
45
46 Required Vacation Periods: Employees required to provide services directly to students on
47 instructional days shall take vacation during the Thanksgiving, Winter and Spring school
48 recesses. Exceptions can be made on a case by case basis.
49

50 Vacation leave shall be scheduled by the employee, subject to approval by the department
51 head, principal, or administrator. Vacation leave and requests for such leave shall not be

1 unreasonably denied by a department head, principal, or administrator, provided that the
2 granting of vacation leave shall not create a burden for the District in terms of the performance
3 of its mission.
4

5 If the vacation leave is denied, the department head, principal, or administrator shall supply the
6 reasons for said denial in writing to the employee within a reasonable time period. If the
7 employee or C.S.E.A. deems that the denial of vacation leave was unreasonable, the employee
8 or C.S.E.A. may appeal the decision to the administrator above the supervisor.
9

10 The salary at which vacation is paid shall be the employee's current salary rate. An employee
11 whose vacation is earned and begun under a given status shall suffer no loss of earned
12 vacation salary by reason of subsequent changes in conditions of employment. Upon separation
13 from the service, a permanent employee shall be paid for his/her accumulated vacation credit at
14 the rate of pay applicable to his/her last regular assignment. No pay for accumulated vacation
15 shall be paid to employees whose employment is terminated prior to completion of the
16 probationary period.
17

18 An employee who has completed his/her probationary period may be granted vacation during
19 the year even though not earned at the time the vacation is taken.
20

21 If an employee is terminated, and had been granted vacation which was not earned at the time
22 of termination, the District shall deduct from the employee's severance pay the full amount of
23 salary that was paid for such unearned days of vacation taken.
24

25 A regular classified employee may revert to leave of absence for illness or injury if the employee
26 suffers an incapacitating personal illness or injury while on authorized paid vacation. Such
27 request shall be verified in writing by the attending physician and accompany the request for
28 change in status.
29

30 Paid Sick Leave

31 Sick leave is the authorized absence of an employee because of illness or injury or exposure to
32 contagious disease. In addition, an employee may use six (6) days of the employee's annual
33 entitlement, to be deducted from any available sick leave days accrued, to attend to the illness
34 or injury of a child, parent, or spouse.
35

36 A regular classified employee (probationary and permanent) shall earn paid sick leave in
37 accordance with the provisions of Education Code Section 45191. Unused sick leave may be
38 accumulated without limit.
39

40 At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by
41 the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal
42 year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the
43 amount of sick leave earnable. Sick leave may be taken at any time, provided that employees
44 with probationary status may use only six (6) days of paid sick leave during their initial
45 probationary period.
46

47 Pay for any day of sick leave shall be the same pay the employee would have received if he/she
48 had worked that day.
49

50 In order to receive compensation while absent on sick leave, the employee must notify his/her
51 supervisor of his/her absence within the first working hour of the first day absent, unless

1 conditions make notification impossible. The burden of proof of impossible conditions shall be
2 upon the employee.

3
4 At least one (1) day prior to his/her expected return to work, the employee shall notify his/her
5 supervisor in order that any substitute employee may be terminated. If the employee fails to
6 notify his/her supervisor and both the employee and the substitute report, the substitute is
7 entitled to the assignment, and the employee shall be allowed to use one (1) earned vacation
8 day or not receive pay for that day.

9
10 An employee absent for five (5) working days or more shall present a doctor's statement stating
11 the nature of the illness or injury and the date the employee is able to return to work. The
12 employee shall provide a doctor's statement at any time with proper notification. Habitual
13 absenteeism shall be the basis for disciplinary action.

14
15 Any classified employee of any California school district who has been an employee of that
16 district for one year or more and terminates such employment for the sole purpose of accepting
17 a position in Downey Unified School District, and subsequently accepts such position within
18 thirty (30) days of termination of his/her former employment, shall have transferred with him/her
19 to Downey Unified School District the accumulated unused earned leave of absence for illness
20 or injury, if properly established, to which he/she is entitled under Education Code Section
21 45191.

22 Additional Sick Leave

23 After exhaustion of paid sick leave, a twelve (12) month employee who is ill or injured must use
24 accumulated vacation and compensatory time to avoid leave without pay.

25
26
27 After exhaustion of paid sick leave, a permanent employee may be placed on additional leave
28 upon request and with the approval of the Board of Education. The additional leave may be paid
29 or unpaid and may be extended for any period not to exceed eighteen (18) months. If placed on
30 unpaid leave, the employee shall not again become eligible for paid leave because of the
31 commencement of a new fiscal year until employee has rendered service.

32
33 In addition to current and accumulated sick leave, all unit members shall be entitled to not more
34 than one hundred (100) days of sick leave at fifty percent (50%) of the employee's regular
35 salary, upon appropriate medical verification of illness or injury. After exhaustion of paid sick
36 leave and prior to using the one hundred (100) days at fifty percent (50%), an employee who is
37 ill or injured will use accumulated compensatory and vacation time to avoid leave without pay.
38 Ten and eleven month employees may bank/save enough vacation days to cover current year
39 winter and spring breaks.

40
41 Family Medical Leave Act requests shall be available for a maximum of twelve (12) weeks in a
42 one-year period for: Birth and care of the newborn child of the employee; placement with the
43 employee of a child for adoption or foster care; care of biological, adopted, foster, stepchild,
44 legal ward, or adult dependent child with serious health condition; care of biological, adoptive, or
45 foster parent or spouse with a serious health condition; employee's own disability due to serious
46 health condition.

47
48 Employees are required to give thirty-day (30) advance notice of the need to take this leave
49 when the need is known in advance. When the need for leave is unforeseen, the employee
50 must provide as much notice as is practicable. A form to request such leave is available in the
51 Classified Human Resources Office.

1 To qualify, an employee must have rendered one (1) year of continuous services and have
2 worked a minimum of 1,250 hours in the twelve months immediately preceding the requested
3 leave.
4

5 This leave will run concurrently with leave benefits to which the employee is otherwise entitled
6 upon approval, except in the case of pregnancy-related disability. In this case, the employee
7 may use her leave privileges already in place, and then may apply for an additional twelve (12)
8 weeks of unpaid family care leave under the provisions of the California Family Rights Act.
9

10 When intermittent leave is needed due to medical treatments of the employee or employee's
11 child, spouse, or parent, and the need is foreseeable based on planned medical treatment, the
12 employee must make a reasonable effort to schedule the treatment to avoid undue disruption to
13 the District's operations.
14

15 Termination of Sick Leave

16 An employee who has been placed on paid or unpaid sick leave may return to duty at any time
17 during the leave, provided that he/she is able to resume the assigned duties and if the leave has
18 been for more than twenty (20) working days, provided that he/she has notified the District of
19 his/her return at least three (3) working days in advance.
20

21 If at the conclusion of all sick leave and additional leave, paid or unpaid granted under these
22 rules, the employee is still unable to assume the duties of his/her position, he/she will be placed
23 on a reemployment list a period of thirty-nine (39) months in the same manner as if he/she were
24 laid off for lack of work or lack of funds.
25

26 Sick Leave Bank

27 Purpose: To assist all regular permanent classified employees that earn sick leave from the
28 school district, but who have suffered a non-industrial injury or illness of a disabling nature, the
29 absence from which has caused them to have exhausted all available paid leave, except that
30 they may be used in conjunction with fifty percent (50%) paid days. The intent is to allow
31 classified employees time to be restored to health and return to work.
32

33 Donations: Once a year, or more often if needed, donations will be requested to be made to the
34 bank. Donations may be made to benefit specific individuals at any time of the year, whether or
35 not through formal solicitation. Days donated to the bank are NOT REFUNDABLE, whether
36 made for a general solicitation or for a specific individual.
37

38 Donors must maintain seventy percent (70%) of their accrued sick leave, but no less than ten
39 (10) days in their own sick leave accounts. Donations must be a minimum of one (1) day.
40

41 Donations to the bank are irrevocable. Donations made to the bank which are received in
42 Classified Payroll by 4:00 p.m. on the 20th and approved by the Sick Leave Bank Committee will
43 be posted for use during the month received. Approved donations received after the 20th will be
44 posted for use during the following month.
45

46 Requests to the Bank: Employee, or employee's representative, may make a request for days
47 from the sick leave bank on the "Request for Days from Classified Employee's Sick Leave
48 Bank" form. It shall be submitted in a sealed envelope to: ATTN: Sick Leave Bank Committee,
49 c/o Director, Classified Personnel, Classified Personnel Office, Downey USD, P.O. Box 7017,
50 Downey, CA 90241-7017.
51

1 A Doctor's note verifying the extended absence must be attached to the request to the sick
2 leave bank. The District may require an additional exam by a doctor specified by the District,
3 paid for by the District.
4

5 Requestor must have exhausted all paid leaves, with the exception of fifty percent (50%) paid
6 days. The Sick Leave Bank Committee will review the employee's request along with the
7 submitted medical information, will make a determination, and will notify the requesting
8 employee as quickly as possible as to the committee's decision. No assurance is implied.
9

10 The maximum days allowed will be fifty (50) days, or if fewer than fifty (50) days remain in the
11 sick leave bank, fifty percent (50%) of the total days in the bank, at the discretion of the Sick
12 Leave Bank Committee. Granting of days is subject to availability.
13

14 Days from the Sick Leave Bank may be used prior to, or after exhaustion of fifty percent (50%)
15 paid days. They may also be used in conjunction with fifty percent (50%) paid days to constitute
16 up to seventy-five percent (75%) of a full-day's pay. Specification must be made at the time of
17 the request how the requested days will be used.
18

19 Days donated specifically for an individual will be used prior to general donations in sick leave
20 bank, if any.
21

22 If the employee returns to work and has a reoccurrence of the same or related illness or injury
23 during the initial twelve month period, the employee may use the remaining donated days. After
24 one year, the employee may request from the Sick Leave Bank committee an extension for any
25 remaining days, up to one additional year. Donated days may be used only for the specified
26 illness or injury. Unless an extension has been requested and approved, any remaining unused
27 days will revert to the Sick Leave Bank after twelve months from the date advanced to the
28 employee. The employee may reapply for additional days after one year from the date Sick
29 Leave Bank days are initially donated.
30

31 Exclusions: Not covered are cosmetic surgery, normal pregnancy, and worker's compensation
32 and related illness/injury leaves.
33

34 Industrial Accident and Industrial Illness Leave

35 Leaves resulting from an industrial accident or illness shall be granted in accordance with the
36 provisions of Education Code Section 44043 and 45192 and Personnel Commission rule
37 #60.500.5.
38

39 An employee in the classified service who is absent from duty because of an illness or injury
40 occurring on or after the effective date of this agreement, defined as an industrial accident or
41 illness under provisions of the Workers' Compensation law, shall be granted industrial accident
42 leave for each such accident or illness while receiving temporary disability benefits from
43 Workers' Compensation. Temporary disability benefits shall consist of two thirds (2/3) of the
44 employee's base pay rate, and are not taxable.
45

46 In addition, if the employee has served continuously with the district for a period of two (2) years
47 or more, the employee shall receive from the first day of absence to and including the last day of
48 absence resulting from each separate industrial illness or injury, a paid industrial accident leave
49 for not more than sixty (60) working days. The requirement that employees have served
50 continuously with the district for a period of two (2) years or more will be applied to individuals
51 employed after the effective date of this agreement.

1 Paid industrial accident/illness leave shall be reduced by one (1) day for each day of authorized
2 absence regardless of the temporary disability allowance made under Worker's Compensation.
3 Days absent while on paid industrial accident/illness leave shall not be deducted from the
4 number of days of paid illness leave if he/she is eligible therefor. Accumulated illness leave will
5 be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in
6 the employee's assignment, when added to compensation without penalties from the Workers'
7 Compensation Fund.

8
9 After all paid illness leave has been exhausted following a paid industrial accident/illness leave,
10 an employee may choose to receive pay from accrued vacation, earned compensatory time, or
11 other earned leave to the extent necessary to make up the employee's regular salary when
12 receiving a temporary disability allowance without penalties from the Workers' Compensation
13 Fund.

14
15 After the expiration of all paid leave privileges, the Board of Education may place the employee
16 on an industrial accident/illness leave without pay. The total time of all leave benefits provided
17 under this rule, including unpaid industrial accident/illness leave, shall not exceed thirty-six (36)
18 months for any one (1) industrial accident or illness.

19
20 Upon return to service from paid or unpaid leave resulting from an industrial accident or illness,
21 an employee shall be assigned to a position in his/her former class ahead of any employee with
22 a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace
23 the most recently appointed employee in the class with less seniority. If an employee's former
24 class has ceased to exist, the employee may be reassigned or placed on a suitable
25 reemployment list.

26
27 An employee returning from such paid or unpaid leave of absence shall not have any loss or
28 gain in status or benefit other than that which is specifically provided in applicable provisions of
29 the Education Code and Personnel Commission rules. An employee shall continue to receive
30 seniority credit for all purposes while on such a paid or unpaid leave of absence.

31
32 When all paid or unpaid leaves of absence have been exhausted following an industrial accident
33 or illness, the employee's name shall be placed on the reemployment list for the class from
34 which he/she was on leave for a period not to exceed thirty-nine (39) months.

35
36 An employee who fails to accept an appropriate assignment after being medically approved
37 therefor shall be removed from the reemployment list. Appropriate assignment is defined as an
38 assignment to the employee's former class, in his/her former status and time basis.

39
40 While an employee is on any paid leave resulting from an industrial accident or illness, the
41 employee's salary paid by the District shall not, when added to normal temporary disability
42 allowance award without penalties granted the employee under Workers' Compensation laws,
43 exceed the employee's regular salary. A permanent employee's regular salary is computed on
44 the basis of the number of hours and days in his/her basic daily assignment. An employee who
45 is not permanent shall have his/her regular salary computed on the basis of the average number
46 of hours worked each month in which the employee was in paid status during the preceding six
47 (6) months.

48
49 During all paid leaves resulting from an industrial accident or illness, the employee shall
50 endorse to the District all wage-loss benefit checks received under Workers' Compensation
51 laws. The District shall issue to the employee appropriate warrants for payment of wages, loss

1 of benefits, salary, and/or leave benefits and shall deduct normal retirement and other
2 authorized contributions.

3
4 Final allowance for permanent industrial disability settlements shall not be subject to remittance
5 to the District under this rule. When returning from a leave of absence for industrial accident or
6 illness, the employee will be required to obtain a health clearance for normal duties from his/her
7 attending physician or surgeon. The District may require the employee to undergo an exam paid
8 for by the District by a physician selected by the District for the purpose of verifying that the
9 employee is fit for duty. Should the two physicians disagree, a third physician will examine the
10 employee at the District's expense, whose decision will be final and binding.

11
12 Bereavement Leave

13 Probationary and permanent employees in the classified service shall be allowed regular pay for
14 not more than three (3) working days, not to exceed 8 hours per day, when absent due to the
15 death of any member of his/her immediate family. Bereavement leave with pay shall be
16 extended to a maximum of five (5) days when travel beyond a two-hundred (200) mile radius
17 and/or out of state is necessary in connection with the bereavement. Bereavement leave under
18 this section shall not be charged against the employee's accumulated illness leave.

19
20 If in cases of suspected abuse, management reserves the right to request the employee to
21 provide verification that the absence was due to a death of any member of his/her immediate
22 family.

23
24 Jury Duty and Witness Leave

25 Leave of absence for jury service shall be granted to any classified employees who have been
26 officially summoned to jury duty in local, state, or Federal Court. Leave shall be granted for the
27 period of the jury service. The employee shall receive full pay while on leave provided that the
28 jury service fee for such leave is assigned to and the subpoena or court certification is filed with
29 the District. Request for jury service leave should be made by presenting the official court
30 summons to jury service to the Personnel Director. Not more than two percent (2%) of the
31 classified service shall be granted jury duty leave at any one time.

32
33 Leave of absence to serve as a witness in a court case shall be granted an employee when
34 he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The
35 length of the leave granted shall be for the number of days in attendance in court as certified by
36 the clerk or other authorized officer of the court. The employee shall receive full pay during the
37 leave period, provided that the witness fee for such leave is assigned to and the subpoena or
38 court certification is filed with the School District. Request for leave of absence to serve as a
39 witness should be made by presenting the official court summons to the Personnel Director. The
40 jury service fee and witness fee referred to in the above do not include reimbursement for
41 transportation expenses.

42
43 An employee who has received leave of absence under this rule shall make himself/herself
44 available for work during his/her regular work hours when his/her presence is not required in
45 court.

46
47 Absence for Examination

48 Every employee in the classified service shall be permitted to be absent from his/her duties
49 during working hours in order to take any examination for promotion in the District without
50 deduction of pay or other penalty, provided that he/she gives two (2) days' notice to his/her
51 immediate supervisor.

1 Leave for Voting

2 Consideration of time off for purposes of voting shall be determined by the provisions of the
3 State Election Law as follows:
4

5 State of California Elections Code Section 14000:

6 "(a) If a voter does not have sufficient time outside of working hours to vote at a statewide
7 election, the voter may, without loss of pay, take off enough working time that, when added to
8 the voting time available outside of working hours, will enable the voter to vote.

9 (b) No more than two hours of the time taken off for voting shall be without loss of pay. The time
10 off for voting shall be only at the beginning or end of the regular working shift, whichever allows
11 the most free time for voting and the least time off from the regular working shift, unless
12 otherwise mutually agreed.

13 (c) If the employee on the third working day prior to the day of election, knows or has reason to
14 believe that time off will be necessary to be able to vote on election day, the employee shall give
15 the employer at least two working days' notice that time off for voting is desired, in accordance
16 with this section."
17

18 Pregnancy Disability Leave

19 The District shall provide a pregnancy disability leave to any employee who is absent from work
20 on account of pregnancy disability. Such leave shall be paid to the same extent as for any other
21 disability. The employee shall inform the District of her due date no less than four (4) months
22 before such due date. The starting and ending dates of the pregnancy disability leave shall be
23 the dates on which the employee's medical disability begins and ends, as determined by the
24 employee's physician. The District may require medical verification of pregnancy disability
25 and/or release to return to work. If the employee's physician and the District's physician
26 disagree, the employee and the District shall request the physicians to select a third physician
27 who shall decide the issue.
28

29 Leave of Absence Without Pay

30 Leave of absence without pay may be granted to a permanent classified employee, upon the
31 written request of the employee and the approval of the Board of Education, subject to the
32 following restrictions:
33

- 34 A. Leave of absence without pay may be granted if not to exceed six (6) months. The
35 Board may renew the leave of absence for two (2) additional six (6) month periods or
36 such lesser leave periods that it may provide but not to exceed a total of eighteen (18)
37 months, except that the leave of absence for military service shall be granted as
38 provided by the Education Code and the Military and Veterans Code, and leave of
39 absence for service in the Peace corps and Vista may be granted for a period not to
40 exceed twenty-four (24) months.
41
- 42 B. The granting of a leave of absence without pay gives to the employee the right to return
43 to a similar position within the same classification as determined by the District at the
44 expiration of his/her leave of absence, provided that he/she is physically and legally
45 capable of performing the duties.
46
- 47 C. If time is requested away from a position for a period of less than two (2) weeks, the
48 employee need not apply for a leave of absence. He/she should make arrangements
49 with his/her department supervisor and obtain prior approval.
50
- 51 D. The District may offer less demanding work or reduced hours, when same is available,

1 to an employee who has become medically unable, in the opinion of the employee's
2 physician, to perform his/her regular job. The employee's physician shall verify in writing
3 that the employee is medically able to do less demanding work or work reduced hours.
4

5 E. Parenting Leave: An employee who has successfully completed the probationary period
6 of employment may be eligible for a parenting leave. The District may grant a leave of
7 absence without pay for parenting purposes for up to one (1) year in duration. The
8 District may condition the scheduling of this leave to minimize substantiated disruption of
9 the educational program.

10
11 F. If a permanent employee secures employment from another employer while on leave,
12 the leave is automatically cancelled and the employee is considered to have resigned
13 his/her position with the District.
14

15 Health Leave

16 A request may be made for a leave of absence for reasons of recuperation from illness or injury
17 provided the employee has permanent status with the District.
18

19 The request should pertain to that amount of time required to be absent from the position
20 beyond the sick leave earned and vacation time accrued.
21

22 A CHANGE IN EMPLOYMENT STATUS form must be submitted by the employee to his/her
23 department supervisor for approval after which the request is forwarded to the Classified
24 Personnel office for processing.
25

26 Written evidence of illness must be obtained from the attending physician or surgeon and
27 submitted together with the request. When returning from a leave of absence for health reasons,
28 the employee will be required to submit a health clearance for normal duties from his/her
29 attending physician or surgeon at least three (3) working days prior to returning to duty. If there
30 is concern that the employee may not be fit for duty, the employee may be required to undergo
31 an exam by a physician selected by the District at the District's expense. Should the two
32 physicians disagree, a third physician will examine the employee at the District's expense,
33 whose decision will be final and binding.
34

35 Military Leave

36 The Board of Education will grant a leave of absence to permanent and probationary employees
37 for the duration of active military service as defined in Military Code Section 395.1, U.S.
38 Department of Labor, and Education Code Section 44800. Such absence shall not affect in any
39 way the classification of the employee. In the case of a probationary employee, the period of
40 such absence shall not count as a part of the service required for permanence; however, the
41 absence shall not be construed as a break in continuity of the service of said employee for any
42 purpose.
43

44 Unpaid military leave for reserve training during the school year may be approved upon written
45 request of the commanding officer to the Assistant Superintendent, Personnel Services,
46 indicating the necessity for such training at the specified time.
47

48 Within six (6) months after being honorably discharged from active duty, the employee shall
49 have the right to the position he/she formerly held provided the active military service does not
50 extend beyond the national emergency. The rate of pay upon reemployment shall be the current
51 salary for that position.

1 The time spent in military service may count toward retirement under PERS. The Board of
2 Education will make District payment to the retirement system for those who make their
3 contribution to the system either during or immediately following the period of military service, if
4 permitted by law.

5 6 ARTICLE XII - TRANSFER 7

8 Definition

9 A transfer is defined as a change of job site (and a change of supervisor) but within the same
10 position classification.

11 Criteria for Transfer

12 The following criteria shall be considered in evaluating a transfer request:

- 13 1. The needs, goals, and efficient operation of the District.
- 14 2. Any employee in the same classification who has passed the six (6) month probation.
- 15 3. When considering these criteria, the District shall not be arbitrary, capricious, or
16 discriminatory.
- 17 4. No vacant position shall be filled until all transfer requests are referred for interview in
18 order to allow current employees an opportunity to move before going to an outside list.
19
20

21 Employee Initiated Transfer Requests

22 A permanent employee covered by this Agreement shall have the right of requesting a transfer
23 to any job location within the same position classification, subject to the following conditions:

- 24 1. The employee must submit a request for transfer on the appropriate District form.
25 Properly filed transfer requests shall be given administrative consideration and shall be
26 valid for one (1) year from date submitted to the Classified Personnel Office.
- 27 2. The employee's immediate supervisor will be notified of the transfer request at the time
28 of referral for interview.
- 29 3. The filing of a request for transfer is without prejudice to the employee and shall not
30 jeopardize the present assignment. A request for transfer may be withdrawn by the
31 employee in writing at any time within the year in which it is valid.
32

33 Employer Initiated Transfers

34 Involuntary Transfer

35 A transfer may be made by the District at any time for any of the following reasons:

- 36 1. In order to balance the classified staff of the District.
- 37 2. A change of enrollment or workload necessitating transfer of classified staff.
- 38 3. Improved efficiency of the District.
39
40

41 The employee will be notified by his/her immediate supervisor at least ten (10) working days in
42 writing prior to the effective date of the proposed transfer. If the employee or C.S.E.A. deems
43 that the involuntary transfer was unreasonable, the employee or C.S.E.A. may appeal the
44 decision to the administrator above the supervisor. If the administrator finds the reasons to be
45 unreasonable or incorrect, the transfer shall be reversed and considered invalid.
46

47 ARTICLE XIII - SAFETY 48

49 District Compliance: It shall be the intent of the District to comply with the standards of the
50 Division of Industrial Safety of the State of California and those requirements imposed by State
51 or Federal law.

1 The District shall be responsible for providing safe working conditions for unit members and for
2 prescribing appropriate safety standards. The District shall meet the safety and health standards
3 mandated by the California Occupational Safety and Health Act. Unit members shall be
4 responsible for complying with District safety standards, including accident and safety reports,
5 and for practicing basic safety measures. Unit members shall report to their immediate
6 supervisor, in writing, suspected unsafe conditions. The District shall investigate all reports of
7 suspected unsafe conditions, and shall take necessary steps to correct conditions identified as
8 being unsafe.

9
10 Should an emergency arise, the District emergency plan will be executed. When all of the
11 emergency tasks have been completed, and the needs of the students have been satisfied,
12 employees may be dismissed by the responsible administrator.

13
14 All written reports submitted to the District shall be responded to within ten days. The intent of
15 this section is to provide timely resolution of a safety disagreement.

16
17 A unit member may refuse to do work as long as it is made clear that he/she believes the health
18 or safety of themselves or others would be in clear and present danger if he/she did the work.
19 The unit member is also obligated to inform the supervisor that he/she is willing to perform other
20 duties as assigned until the job is safe.

21
22 Under no circumstances shall repercussions be taken against any employee reporting unsafe
23 conditions.

24 25 ARTICLE XIV - EMPLOYEE RIGHTS AND EVALUATION

26
27 The District and the Association agree not to discriminate against any employee covered by this
28 agreement because of his/her political activities, political beliefs, District approved Association
29 activities, or Association Membership, or because of race, color, creed, national origin, religion,
30 marital status, veterans status, and to the extent prohibited by law, no employee shall be
31 discriminated against because of age, sex, or physical handicap. No employee shall be
32 coerced, intimidated or otherwise discriminated against for the exercise of rights guaranteed by
33 Federal or State laws, the rules and regulations of the Public Employment Relations Board, or
34 the provisions of this agreement.

35 36 General Provisions of Evaluation

- 37 A. The evaluation process is for the purpose of assessing the competency of classified
38 personnel performance which contributes toward the improvement and growth of
39 employees of the bargaining unit.
40
41 B. Permanent employees shall be evaluated in respect to their total work assignment every
42 other year.
43
44 C. Only matters that have been brought to the attention of the employee prior to the formal
45 evaluation shall be included in the evaluation report.
46
47 D. No employee shall be formally evaluated following his/her termination from the District.

48 49 Procedures for Evaluation

- 50 A. No bargaining unit member shall be involved in the evaluation process of another
51 bargaining unit member or be required to provide any administrator with information

1 relative to another bargaining unit member's performance.
2

- 3 B. Regular probationary employees shall receive at least two (2) formal written
4 performance ratings on District-approved forms during the probationary period. Normally
5 these ratings shall be completed at the end of the third and beginning of the fifth months
6 of service.
7
- 8 C. Regular permanent employees shall receive at least one (1) formal written performance
9 rating on District-approved forms every other year. Normally these ratings shall be
10 completed by the end of each employee anniversary date. A permanent employee may
11 receive a special evaluation by his/her immediate supervisor at any time if exemplary or
12 unsatisfactory service is performed.
13
- 14 D. The rating forms described herein shall be completed and signed by the employee's
15 immediate supervisor and may be reviewed and signed by the administrator to whom the
16 immediate supervisor is responsible.
17
- 18 E. The rating form shall contain an appraisal of the employee's performance and
19 appropriate commendations or specific suggestions for improvement of the employee's
20 performance.
21
- 22 F. The employee shall acknowledge that he/she has read such material by affixing his/her
23 manual signature on the rating form with the understanding that such signature merely
24 signifies that he/she has read the rating, but does not necessarily indicate agreement
25 with the contents. The employee shall receive a copy of the evaluation upon signing.
26 The employee may attach a written response to the performance evaluation. Such
27 written response by the employee shall be transmitted through the administrator to
28 whom the immediate supervisor is responsible prior to placement in the employee's
29 personnel file.
30
- 31 G. The procedures of evaluation are subject to the grievance article in this Agreement.
32 Subjective evaluation findings are not a grievable matter.
33

34 Personnel Files

- 35 A. The Classified Personnel Office shall maintain a permanent personnel file on each
36 employee of bargaining unit.
37
- 38 B. Disciplinary action may be taken against an employee only when the employee has
39 been notified of the unsatisfactory performance or the employee commits an act by law
40 that requires formal discipline. Such notification must be followed with written
41 documentation for inclusion in the employee's personnel file.
42
- 43 C. Each employee shall have the right to inspect his/her personnel file and obtain copies
44 upon advance notification to the Classified Personnel Office. Release time for the
45 purpose of inspecting said file shall be scheduled by the immediate supervisor. The loss
46 resulting from this release time shall be made up if in excess of thirty (30) minutes.
47 Exceptions of material that may be inspected include: ratings, reports, or records which
48 were obtained prior to the employment of the employee involved.
49
- 50 D. Written material placed in an employee's personnel file shall be signed and dated.
51 Derogatory or adverse material in an employee's file may not be used in a disciplinary

1 proceeding against the employee if it concerns matters more than two years old or
2 unless the material is required to be retained by current law.

3
4 E. An employee shall have the right to file a written response to any derogatory or adverse
5 material filed in his/her personnel file. The written response shall be attached to the
6 material or incident report.

7
8 F. Prior to utilizing materials or incidents in the evaluation process, the evaluator shall
9 make a reasonable effort to verify the accuracy of the material or incident.

10
11 G. Bumping Rights

12 1. Employees who are to be laid off may exercise bumping rights in an equal or
13 lower class in which they had permanence and hold seniority greater than that of
14 an incumbent. The employee to be bumped shall be the one with the least
15 seniority in the class.

16
17 2. An employee who has been bumped shall have the same rights afforded by this
18 rule as if his/her position had been eliminated.

19
20 3. Excerpts from Personnel Commission Rules regarding layoffs may be found in
21 the appendices.

22
23 ARTICLE XV - RESTRICTION ON CONTRACTING OUT

24
25 The District agrees that it will not contract out work which is customarily and routinely performed
26 by employees in the bargaining unit. The District will not contract out work contrary to law.

27
28 ARTICLE XVI - COMPLAINT PROCEDURE RELATING TO
29 RULES, REGULATIONS, AND POLICIES

30
31 The Board of Education and the Personnel Commission shall for the term of this Agreement
32 provide, by rule and/or regulation cited under BP 5233 and RR 80.100, a process for reviewing
33 employee complaints where the employee was adversely affected due to an alleged violation of
34 Board Policies and Administrative Regulations and/or Personnel Commission Rules and
35 Regulations. Application of this complaint procedure shall be limited to those policies, rules and
36 regulations which have directly affected the employee's employment.

37
38 ARTICLE XVII - GRIEVANCE PROCEDURE

39
40 Definition

41 A claim by C.S.E.A., an individual, or a group of the bargaining unit that there has been or exists
42 a violation, misinterpretation, or misapplication of the provisions of the contract that adversely
43 affects his/her/their employment.

44
45 Intent

46 It is the intent of both parties to resolve grievances at the lowest possible level and to encourage
47 as informal and confidential an atmosphere as is possible in the resolution of grievances.
48 C.S.E.A. has the right to file a grievance on behalf of the employee(s).

1 Procedural Steps

2 Step One (Informal Level): Before filing a formal written grievance, the grievant shall attempt to
3 resolve it with an informal conference with his/her immediate supervisor. The grievance shall be
4 presented orally and/or in writing to the grievant's immediate supervisor within fifteen (15)
5 working days after the event occurred or within fifteen (15) working days of the time the grievant
6 knew or could have reasonably known of the event giving rise to the grievance. The employee
7 has the option to have a C.S.E.A. representative at the step one meeting or this step may be
8 considered optional. The immediate supervisor shall give his/her oral and/or written response to
9 the employee within seven (7) working days after the grievance has been discussed, or unless
10 both parties mutually agree to an extension.

11
12 Formal Level Step Two: If the grievance is not resolved at the informal level, the grievant may,
13 within seven (7) working days after the date of response from the immediate supervisor, request
14 a formal review by submitting the grievance in writing to said supervisor. Written response shall
15 be submitted to the aggrieved party and the job representative, if any, within seven (7) working
16 days from submission of the written grievance.

17
18 Commencing at Step Two of this procedure, the grievant may elect to represent himself/herself
19 or have a job representative from the local chapter or a field representative from the State
20 Association or any person of his/her choosing present at all subsequent conferences held for
21 purposes of bringing resolution to the grievance. If the supervisor fails to respond within the
22 prescribed time limits, the grievant may appeal to level three. If the grievant elects to represent
23 himself/herself at this step or at any later step, C.S.E.A. shall be relieved of any further
24 obligation of representation.

25
26 Formal Level Step Three

27 If the grievance is not resolved at level two, the grievant may appeal in writing to the next level
28 of supervision within seven (7) working days following the response from the immediate
29 supervisor. Within seven (7) working days after receipt of the written appeal, the next level of
30 supervision shall meet with the grievant and representative, if any, to discuss and seek
31 resolution to the grievance. The grievant and the job representative shall be notified in writing of
32 the response within seven (7) working days after the meeting. If the supervisor fails to respond,
33 the grievant may appeal to level four.

34
35 Formal Level Step Four: If the grievance is not resolved at level three, the grievant may appeal
36 in writing to the Superintendent or designee. The Superintendent or designee will meet within
37 seven (7) working days with the grievant and job representative, if any, in an attempt to resolve
38 the grievance following receipt of the written appeal. Within seven (7) working days following the
39 meeting, the Superintendent or designee shall deliver to the grievant and the job representative
40 a written response. If the Superintendent fails to respond, the grievant may appeal to level five.

41
42 Formal Level Step Five: If the grievance is not resolved at level four, the grievant may submit
43 the grievance in writing to the Board of Education within seven (7) working days following
44 receipt of the response from the Superintendent or designee. The Governing Board will
45 schedule, in closed session, a hearing on the grievance at its next regular meeting. At that
46 meeting the grievant and the job representative, if any, or any person of the employee's
47 choosing, if any, shall present an argument in writing attaching whatever evidence the grievant
48 wishes to submit. The District may respond in writing. By no later than the next regular meeting,
49 the Governing Board will deliver to the grievant and the job representative or his/her designee, if
50 any, its written response to the grievance, which decision shall be final and binding on both
51 parties.

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ARTICLE XVIII-SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of government, state, or local body, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions are not declared invalid and shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with existing regulations or laws.

ARTICLE XIX-SUPPORT OF AGREEMENT

The District and Association agree that it is in their mutual benefit to encourage the resolution of differences through the meeting and negotiations process. Therefore, it is agreed that the Association and the District will support the terms of this Agreement and will not appear before the Board of Education or the Personnel Commission to seek change or improvement in any matters subject to the meeting and negotiation process.

ARTICLE XX - NO STRIKE/LOCKOUT

The Association agrees that it shall not call, sanction, or engage in any strike or work stoppage. The District agrees that it shall not cause nor engage in a lockout.

ARTICLE XXI - ZIPPER CLAUSE

This Agreement, when signed by the parties hereto, supersedes all other Agreements and represents the sole Agreement between the parties.

During the term of this Agreement, the Association and the Board waive their respective rights to meet and negotiate with respect to any provision contained within or matters outside the Agreement with the following exception:

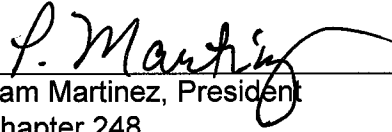
Incorporating into the agreement the addition of statutory guarantees providing mandated benefits amended into or added to California or Federal law after negotiation of this Agreement.


If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the District and C.S.E.A., and ratified by the Board of Education, if necessary. Any such changes made shall become a part of this Agreement and subject to its terms of automatic renewal or termination.

No individual employee or group of employees acting independently of C.S.E.A. signatory hereto may alter, amend, or modify any of the provisions herein.

ARTICLE XXII - TERM OF AGREEMENT

This Agreement shall become effective and in full force on October 1, 2016, and shall continue in effect through September 30, 2019.


Pam Martinez, President
Chapter 248


Martha E. Sodeani, President
Board of Education