

# Agreement Between

## California School Employees Association and its Chapter 297



## Lancaster School District



July 1, 2023 through June 30, 2025

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## **PREAMBLE**

The articles contained herein and the appendices attached hereto constitute the bilateral and binding Agreement by and between the Lancaster School District, hereinafter referred to as the “District” and the California School Employees Association, and its Chapter 297, hereafter referred to as the “Association”.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

## ***Article 1. RECOGNITION CLAUSE***

### ***Section 1.01 District Recognizes the Association***

- (a) The Board of Trustees of the Lancaster School District agrees to recognize the California School Employees Association and its Chapter # 297 as the exclusive representative of the unit.

### ***Section 1.02 Association Recognizes the Board of Trustees***

- (b) The exclusive bargaining unit representative recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate only with the authorized representatives designated by the Board of Trustees to act in its behalf.

### ***Section 1.03 Bargaining Unit Composition***

- (a) All regular and probationary classified employees including the following job classifications:

#### Accounting

Accounting Clerk III  
Accounting Clerk VI  
Accounting Clerk V  
Budget Technician  
Payroll & Benefits Clerk  
Payroll Clerk IV  
Position Control Specialist  
Purchasing & Asset Mgmt. Clerk

#### Child Nutrition

Child Nutrition Cook Manager  
Child Nutrition Lead  
Child Nutrition Computer Systems Specialist  
Child Nutrition Services Utility Worker  
Child Nutrition Services Utility/Inventory Control  
Child Nutrition Worker III  
Child Nutrition Worker  
Child Nutrition Maintenance VI

#### Clerical

Administrative Secretary I  
Administrative Secretary II  
Administrative Secretary II Bilingual  
Administrative Secretary III  
Bilingual Family & Community Ambassadors  
Bilingual Human Resource Clerk II  
Bilingual Homeless Community Liaison  
Bilingual Office Assistant  
Bilingual Office Assistant II  
Bilingual Receptionist  
Coordinated Program Specialist

Credentials Analyst  
 Family & Community Ambassadors  
 Human Resources Clerk I  
 Human Resources Clerk II  
 Human Resources Technician I  
 Human Resources Technician II  
 Office Assistant  
 Office Assistant II  
 Risk Management Benefits Technician  
 Risk Management Benefits Clerk  
 School Secretary I  
 School Secretary II  
 Translation Assistant  
 Welcome and Wellness Center Enrollment Specialist-Bilingual  
 Welcome and Wellness Center Enrollment Specialist II –  
 Bilingual  
 Welcome and Wellness Center Bilingual Community Resource  
 Liaison

#### Early Childhood Education

Child Development Teacher  
 Child Development Associate Teacher  
 Child Development Para Educator  
 Support Service Provider  
 Early Learning Specialist  
 Early Learning Specialist Bilingual

#### Instruction

Campus Supervisor  
 Elementary Campus Supervisor  
 Library Media Specialist  
 Para Educator  
 Para Educator At Risk  
 Para Educator Alternative Education  
 Para Educator Bilingual  
 Para Educator – Certified Severe Vision  
 Para Educator \_ Itinerant  
 Para Educator – Multi-Tiered System of Supports  
 Para Educator – Multi-Tiered System of Supports Bilingual  
 Para Educator – Physical Education  
 Para Educator Special Education  
 Para Educator Special Education Severe  
 Para Educator Special Education Intensive Moderate-to-Severe  
 Para Educator Special Education Behavior Support  
 Para Educator Special Education Severe Interpreter Deaf/Hard  
 of Hearing  
 Para Educator Special Education Severe Health Care  
 Para Educator Special Education Severe Ortho  
 Para Educator Special Education Severe Vision

Para Educator Speech Language Assessment Para Professional  
 Para Educator Speech Language Assessment Bilingual Para Pro  
 Para Educator Speech Language Certified  
 Para Educator Speech Language Certified Bilingual  
 Recreation Leader  
 Site Computer Technician  
 Supervision Aides  
 Supervision Aides TLA

Maintenance & Operations      Custodial I  
    Custodial II  
    Custodial III  
    Facilities Night Lead  
    Facilities & Construction Secretary  
    Grounds Lead  
    Grounds II  
    Maintenance III  
    Maintenance IV  
    Maintenance V  
    Maintenance VI  
    Maintenance & Grounds Utility I  
    Maintenance & Security Worker II  
    Warehouse Asset Technician

Technical                              Computer Systems Specialist Lead  
    Computer Systems Specialist  
    Computer Systems Specialist II  
    Data and Assessment Technician  
    Database System Specialist  
    District Data Specialist  
    Document Management Specialist  
    Network Systems Specialist I  
    Network Systems Specialist II  
    Printer

Health and Safety                  Bilingual Health Clerk  
    Health Clerk  
    Health and Wellness LVN  
    Licensed Vocational Nurse

- (b) Exclusions: All management employees, all casual/limited term personnel (substitutes,temporaries), all confidential employees, all certificated employees, and anyone not otherwise employed in a classified position in the District.
- (c) The determination of management, confidential, or supervisory employees shall be made by the District. Any disputed case shall be submitted to the Public Employment Relations Board (PERB) for resolutions.

***Section 1.04 New Classifications***

- (a) When a new classification assigned work reasonable related to that done by other classifications covered by this Agreement is established, the association shall be notified, in writing, and the District shall, upon request, meet and attempt to seek resolution as to whether such classification should be included in the bargaining unit.
- (b) This meeting shall occur promptly.
- (c) Disagreements shall be submitted first to the Superintendent level for resolution. If the disagreement remains unresolved at the Superintendent level as determined by either party, then the disagreement shall be appealed to the PERB as provided by law.

## ***Article 2. ASSOCIATION RIGHTS***

### ***Section 2.01 Use of District Facilities***

- (a) The Association shall have the right to meet with newly hired unit employees to inform them about CSEA including, but not limited to, CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA introduction session shall be held on District property during the workday of the employee(s) who shall be on paid time. If the District conducts a formal group orientation session for newly hired employees, CSEA shall have the right to conduct a CSEA introduction session at the end of the District's orientation. In any month where the District hires at least one new employee, the District shall provide the Association with the opportunity to conduct a CSEA introduction session with the new employee(s). The District shall provide one (1) hour paid release time, free from regular duties, for the Chapter President, or designee, to meet with all newly hired unit employees. In the event the District conducts formal group orientation sessions, CSEA will receive not less than ten (10) days' notice in advance of that orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- (b) If the District has not conducted an in-person new employee orientation within 30 days of a newly hired employee's start date, and the new employee is working in person, the exclusive representative shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, the Association shall be permitted to communicate directly with newly hired employees for up to 30 minutes on paid time. The District shall provide appropriate on-site meeting space within ten (10) days of receiving a request from the Association.
- (c) If the state or a local public health agency issues an order limiting the size of gatherings, the Association may schedule multiple meetings to ensure that newly hired employees will have the opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the Association may schedule a meeting or meetings once the order is lifted or modified to permit gatherings. Alternative access pursuant to these provisions shall be determined through mutual agreement between the District and the Association.

### ***Section 2.02 Bulletin Boards***

- (a) The District shall provide District bulletin boards in mutually agreeable areas that are reasonably accessible by employees in the bargaining unit.
- (b) The bulletin boards will not be in plain sight of the students.
- (c) The bulletin boards shall not be used for non-union sponsored commercial advertising purposes.

- (d) The bulletin boards shall not be used to defame members of the Board of Trustees or any employees of the District.
- (e) Posting of information shall be done by the authorized Association representatives or stewards.
  - i) A copy of such postings shall be given to the site administrator.
- (f) Materials shall be clearly identified as Association materials, and the signature of an authorized Association officer or representative shall appear on the face of the material.
- (g) Notification of job opportunities will be placed in the Classified Openings binder located at all site offices, HRS, other District office departments and buildings, and on the District's website. Job opportunities may also be posted on site bulletin boards.

### ***Section 2.03 Board Agenda and Public Documents***

- (a) The Association shall have the right to receive, prior to each Board meeting, electronic copies of the agenda and schedules regarding that agenda. This information will also be accessible via the District's website. The Association shall have the right to receive, at Association expense, any public documents requested by the Association.

### ***Section 2.04 Access to District Premises***

- (a) Labor relations representatives and Association staff officials, other than stewards, shall be granted access to the District premises to administer this Agreement, process grievances, and conduct appropriate Association business, with the following conditions:
  - i) Reasonable times as per 3543.1 Educational Employment Relations Act.
  - ii) The representative will inform the principal, department head, or designee they are on campus. The representative will provide appropriate credentials for identification purposes.
  - iii) The location and time of the visit shall be determined by mutual agreement between the representative and the principal, department head, or designees, and the location shall be suitable and appropriate for the purpose of conducting Association Business.

### ***Section 2.05 Association Steward/Representatives***

- (a) The District agrees to recognize an Association appointed steward/representative who may:

- i) Receive, investigate and process unresolved complaints, which may lead to a grievance.
  - ii) Conduct administration of the contract.
  - iii) Visit areas, schools or departments at reasonable times.
  - iv) Be a representative for unit members upon request.
- (b) The representatives of the Association shall have the right to receive reasonable periods of release time without loss of compensation for meetings, negotiations and processing grievances.
  - (c) All other Association business performed by stewards shall be conducted during non-working hours.

#### ***Section 2.06 Association Activities – Nondiscrimination***

The District agrees that no employee shall be discriminated against because of membership in or participating in appropriate activities on behalf of the Association.

#### ***Section 2.07 Seniority List***

- (a) The District will provide the Association one copy each of the seniority listing by both District seniority date (the first day of work) and time in current classification. These lists shall be provided to the Association in the fall and spring of each calendar year. Every attempt will be made by the District to meet this request.

#### ***Section 2.08 Unit Employee Registers***

- (a) The District shall provide the Association with a list of all names, addresses, and telephone numbers, work location, business telephone number, of all classified District employees. This roster shall be provided without cost to the Association.

#### ***Section 2.09 Contract Printing and Distribution***

- (a) The District shall, within thirty days of ratification of the Agreement by CSEA and the District prepare and distribute this agreement via District's website. Twenty-five printed copies will be given to CSEA and a copy will be given to all new employees. In addition, individuals desiring a printed copy may request one from HRS.

#### ***Section 2.10 District Orientation Session/Materials for New Employees***

- (a) The Association shall have the right to meet with newly hired unit employees to inform them about CSEA including, but not limited to, CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA introduction session shall be held on District property during the workday of the employee(s) who shall be on paid time. If the District conducts a formal group orientation session for newly hired employees, CSEA

shall have the right to conduct a CSEA introduction session at the end of the District's orientation.

In any month where the District hires at least one new employee, the District shall provide the Association with the opportunity to conduct a CSEA introduction session with the new employee(s). The District shall provide one (1) hour paid release time, free from regular duties, for the Chapter President, or designee, to meet with all newly hired unit employees. In the event the District conducts formal group orientation sessions, CSEA will receive not less than ten (10) days' notice in advance of that orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- (b) If the District has not conducted an in-person new employee orientation within 30 days of a newly hired employee's start date, and the new employee is working in person, the exclusive representative shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, the Association shall be permitted to communicate directly with newly hired employees for up to 30 minutes on paid time. The District shall provide appropriate on-site meeting space within ten (10) days of receiving a request from the Association.
- (c) If the state or a local public health agency issues an order limiting the size of gatherings, the Association may schedule multiple meetings to ensure that newly hired employees will have the opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the Association may schedule a meeting or meetings once the order is lifted or modified to permit gatherings. Alternative access pursuant to these provisions shall be determined through mutual agreement between the District and the Association.

### ***Section 2.11 Association Leave***

- (a) The Association shall have the right to 45 days of release time, as approved by the Executive Board, to conduct Association Business.
  - i) This release time shall be provided by the District without a loss of pay.
- (b) The Association shall have the right to an additional ten (10) days of release time for State appointed Representatives to attend State Association Business. The request will be in writing from the Association Officers, i.e. Chapter President, Labor Relations Representative, Field Office, Area Director, CSEA State Official; and approved by the Superintendent.

### ***Section 2.12 Release Time for Chapter Meetings***

- (a) Bargaining unit members who work an evening shift shall be granted one and-one half (1.5) hours of release time without loss of compensation, not including travel time, to

attend monthly CSEA meetings. Chapter members shall endeavor to complete their necessary work duties.

- (b) Bargaining unit members who wish to attend a chapter meeting must provide five (5) working days notice to his/her immediate Supervisor/Evaluator.
- (c) Executive Board members who work an evening shift shall be granted two (2) hours of release time (without loss of compensation), not including travel time, to attend monthly chapter meetings and Executive Board meetings.
- (d) Executive Board members who wish to attend Regional President's Meeting (RPM) and/or Executive Board meeting must provide five (5) working days notice to his/her immediate Supervisor/Evaluator.
- (e) Should the immediate Supervisor/Evaluator deny a request (for any leave), the bargaining unit member may request that the reason(s) for denial be placed in writing within two (2) working days.

### ***Section 2.13 Leave for Full Time Association Service***

- (a) The Association shall have the right to request leave for elected officers, members or bargaining unit members. This shall be for service to the Association in a full time capacity. The Association may request such leaves for a unit member. Such leaves shall be reimbursed by the Association.
- (b) The leave shall include, but is not limited to, absence for purposes of attendance by the employee at periodic, stated, special, or regular meetings of the body or the organization/committee on which the employee serves. Compensation during the leave shall include health benefits and retirement fund contributions required of the school District as employer.
- (c) The employee shall earn full service credit during the leave of absence and shall pay member contributions. The maximum amount of the service credit earned shall not exceed eight years.
- (d) Following the School District's payment of the employee for the leave of absence, the School District shall be reimbursed by the employee organization of which the employee is serving for all compensation paid the employee on account of the leave. Reimbursement by the employee organization shall be made within 10 days after its receipt of the School District's invoice of payment of compensation to the employee.
- (e) Notice of intent to take Association leave shall be forwarded to the Superintendent at least ten (10) working days in advance of the desired starting date. The notice shall include the intended date of return to the District.

### ***Section 2.14 Negotiations/Good Faith***

- (a) The Association has the right to negotiate anything within the scope of representation.

- (b) The parties agree to meet and negotiate in good faith and to participate in good faith in impasse procedures in an effort to reach an agreement on areas of disagreement. This is in accordance with the EERA section 3543.7

### ***Section 2.15 Negotiation Materials***

- (a) The District agrees to provide the Association with a single copy of documentation relevant to the “meet and negotiation” process. The District specifically agrees to provide the Association upon request, with copies of all relevant state required budget documents. The District agrees to provide multiple copies of requested material as described herein within a reasonable time. The Association agrees to defray the cost of the preparation of multiple copies.

### ***Section 2.16 Release Time for Negotiations***

- (a) The Association may designate not more than five (5) bargaining unit employees and two (2) alternates who shall be empowered to negotiate with the District.
- (b) When negotiations are scheduled during work hours, the Association negotiating team shall be released from work without loss of pay. This release time applies to new and continuing negotiations, re-opener, and successor agreements.
- (c) When either party intends to turn negotiations over to an outside agent, the other party will be given 72 hours notice.
- (d) Each party agrees to respect the confidentiality of the negotiation process. Negotiations shall only be transacted at the bargaining table.
- (e) It is expected that either party may bring in resource persons from time to time. The other party will be notified 24 hours prior to the meeting when resource people will be present. Meeting for the purposes of negotiations are limited only to the bargaining team. A 24-hour notification will be given to the other party if legal counsel will be present.

### ***Section 2.17 Contracting Out***

There shall be no contracting out of bargaining unit work.

- (a) It is the full intent of the Association to protect the bargaining unit, as to not supplant regular or overtime work, to prevent reduction in hours (negotiable) and layoff (impact & effects negotiable).
- (b) The Association shall be notified of any intent to contract/subcontract work that is historically or customarily performed by bargaining unit members.

### ***Section 2.18 Rights Grievable***

- (a) Rights granted by this Article shall be grievable only by the Association.

***Section 2.19 Right to Negotiate***

- (a) If a problem arises from the implementation of this contract, the Association and the District agree to meet and discuss the impact.

## ***Article 3. DISTRICT RIGHTS***

### ***Section 3.01 District Rights***

It is agreed and understood that the District retains the rights, powers, prerogatives, privileges, duties and authority vested in it by the state and federal laws and regulations and District policies to manage, control and direct the operations and affairs of the District. The District reserves all matters specifically enumerated within the scope of negotiations in Government Code 3543.2. In addition, District retained rights include:

- (a) The legal, operational, geographical, and organizational structure of the District, including the chain of command, divisions of authority, organizational divisions and sub divisions, external and internal boundaries of all kinds, and advisor commissions and committees.
- (b) The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.
- (c) The acquisition, disposition, number, location, type and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties.
- (d) All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services.
- (e) The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, confidential employees and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- (f) The selection, classifications, direction, promotion, demotion, discipline and termination of all personnel; affirmative action and equal employment policies; the assignment of employees to any location (subject only to the express terms of the Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to

whether, when and where there is a job opening and the job classification, content and qualifications thereof.

- (g) The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the express terms of Article IX, Performance Evaluations.
- (h) The dates, times and hours of operation of District facilities, functions, and activities; work schedules; and the school calendar.
- (i) Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters.
- (j) The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in the Agreement.
- (k) The retirement of employees for age or disability.
- (l) The termination or layoff of employees as the result of the exercise of any rights enumerated above or as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- (m) In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including, but not limited to, the exclusive right and power to determine, implement, supplement, change or modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
  - i) Security and safety measures and rules for employees subject only to the Provision of Article 14, Employee Safety, and other appropriate state and federal laws.
  - ii) The transfers of employees district wide as subject to the terms of this agreement.
  - iii) Staffing patterns.
  - ix) The administration of all employee health and benefit plans and the manner and method of funding such plans with input from the Association.
  - v) When overtime shall be worked and whether to require employees to work overtime.
- (n) All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserve to the District even though not enumerated above and the express provisions of this Agreement constitute the only contractual limitation upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a

waiver of the District's right or preclude the District from exercising the right in a different manner.

- (o) Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in such rights, is not subject to the grievance provisions set forth in Article XIII.

## ***Article 4. SALARY***

### ***Section 4.01 Salary***

- (a) Salaries are negotiable.

### ***Section 4.02 New Hires***

- (a) New unit members may be given credit for previous related experience in a school district at the rate of one step for each two (2) years of related experience and placed on the appropriate higher step, up to and including step three (3), upon employment.

### ***Section 4.03 Payroll Procedure***

- (a) Underpayment: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
- (b) Overpayment: Employees who are overpaid will receive a written statement and explanation of the overpayment. Employees have a right to meet with payroll. The repayment plan and amount, once agreed upon, will not exceed beyond the length of time of the error unless mutually agreed upon to be repaid to the District according to applicable wage garnishment law.

### ***Section 4.04 Deferred Annuity***

- (a) CSEA Chapter 297 and the Lancaster School District agree to establish a group 403B Tax Deferred Annuity Plan for classified employees who are not active members of PERS. The District and CSEA acknowledge Keenan and Associates to administer the current tax deferred annuity (Known as Apple). The original plan went into effect July 1, 1991.

### ***Section 4.05 Compensation for Working out of Classification***

- (a) Bargaining unit members who are required to perform duties at a higher level not reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:
  - i) The assignment of the higher level duties must exceed or be expected to exceed five working days in any 15 calendar day period.
  - ii) The unit member shall be temporarily compensated at the next higher dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than 5% unless the top step is less than 5%.

- iii) The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five working days.
  - iv) The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
  - (v) Determination as to when a unit member is required to work out of classification will be made by the Superintendent or designee.
- (b) The Supervisor/Evaluator shall complete and submit the Out of Class Form to payroll.

#### ***Section 4.06 Salary for Circumstances***

- (a) The Association and the District agree that salary shall be paid for split shifts, holidays, overtime, and call-in as delineated in the Agreement specific in his/her contract sections. Any dispute over salary shall be brought to the District and Association for resolution.

#### ***Section 4.07 Benefits, Part-Time***

- (a) A classified employee who works in excess of his/her part-time assignment for a period of 20 consecutive working days or more, shall acquire sick and vacation benefits on a properly pro-rated basis.

#### ***Section 4.08 Inclement Weather***

- (a) Unit members who are not required to work when schools are closed due to inclement weather shall be paid his/her appropriate daily or hourly rate of pay.
- (b) In the event of inclement weather, resulting in school closure, as determined by the Superintendent/designee, it is understood that certain unit members may be required to remain, or report to work. Employees who are required to work, shall be compensated at the rate of one and one half (1.5) times his/her rate of pay for each hour worked.

#### ***Section 4.09 Night Differential***

- (a) Employees shall receive a one hundred and ten dollars (\$110.00) per month night differential beginning March 1, 2023. Said amount shall be added to the monthly salary during those months where a majority (4 hours or more) of his/her work shift is worked after 6:00 p.m. In addition, a double monthly night differential, as stated above, will be added to the Maintenance and Security Worker II.

#### ***Section 4.10 Longevity Pay***

- (a) All regular employees of the Lancaster School District Classified Service shall receive longevity pay at the following schedule. The employee will become eligible the first pay period following the respective anniversary date upon becoming qualified for longevity pay (beginning of the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup> and 40<sup>th</sup> year of service). The Longevity Pay Scale shall be included and printed on the classified salary schedule.

Years of Service	Longevity Pay
10	\$775/year
15	\$1,500/year
20	\$2,500/year
25	\$3,500/year
30	\$4,500/year
35	\$5,500/year
40	\$6,500/year

- (b) Classified employees working on a regular part time basis will receive pro-rated amount of longevity benefits according to the relationship his/her workday bears to a full eight (8) hour shift.
- (c) Use of extended paid sick leave benefits under the Industrial Accident provisions or jury duty shall not adversely affect an employee's entitlement under this plan.

#### ***Section 4.11 Special Education Extended Year***

- (a) The District will determine the number and type of para educator positions needed for Extended School Year, and these positions will be flown Districtwide.
  - (i) All special education SCIA's will have first right of refusal for an Extended School Year position with their assigned student.
- (b) Para Educator Extended School Year position will be awarded based on seniority by classification.
  - (i) In the event positions remain unfilled in a classification (Moderate/Severe and Mild/Moderate) the special education para (Moderate/Severe, Mild/Moderate, Speech, Health Care, and LVN) with the most seniority will receive the position.
- (c) Para educators must inform The Promise Academy if they wish to be placed on the Extended School Year substitute list.
- (d) If the para educator turns down the substitute position, he/she will go to the bottom of the substitute call list.
- (e) If the para educator has three (3) days of absence for any reason, the para educator will be replaced for the remainder of the Extended School Year.
  - (i) The replacement position will be awarded based on seniority as stated above.

#### ***Section 4.12 Salary***

- (a) The district will provide an annual stipend of \$300 for all mild/moderate and moderate/severe para-educators, including those in the Early Childhood Education program. Duties include handling bodily fluids and/or diaper changing. Half of the stipend will be paid in January and half will be paid in July. Employees serving in such a position for less than a full school year will receive a pro-rated stipend beginning on the first month in the position based on a 11-month work calendar. Substitute and out-of-class employees don't qualify to receive this stipend.

## ***Article 5. EMPLOYEE BENEFITS***

### ***Health and Welfare***

#### ***Section 5.01 Eligibility***

- (a) Effective July 1, 2013, all employees eligible for benefits will become eligible for those benefits after ninety (90) days of paid service. All newly hired employees who qualify for health benefits will be offered the available Kaiser plan for the first three (3) years of employment. Upon completion of the third year of employment the employee will be allowed a choice of other health insurance plans.
  - i) Upon eligibility or open enrollment, the employee may opt to upgrade to another District provided plan at the employees own expense.
- (b) Employees and his/her eligible dependents are covered under Article 5 (Employee Benefits) in the Lancaster School District.
- (c) Coverage for employees and eligible dependents begins the first day of the month following the first day of paid service in the position.
- (d) When an employee separates from the District (resigns, terminates, or retires) coverage for employee and eligible dependents results as follows:
  - i) If the employee resigns on or before the 15<sup>th</sup> of the month, insurance benefits will continue to the end of that month.
  - ii) If the employee resigns on the 16<sup>th</sup> of the month or later, insurance benefits will continue to the last day of the following month.

#### ***Section 5.02 Terms***

- (a) The District will pay the cost of health, dental, and vision premiums for full-time employees and his/her eligible dependents with a cap of \$15,258.00 per year.
- (b) Employees who are working four (4) hours or more on a regular part-time basis will receive a pro-rated amount of premium for selected benefits according to the relationship his/her workday bears to a full eight (8) hour shift, except for current employees working less than four (4) hours who were previously grandfathered in to receive prorated benefits.
- (b) The parties may agree to form a Cost Containment Committee to study other insurance programs that provide similar benefits at a reduced cost and will make recommendations to the Association and the District.

### ***Section 5.03 Medical Benefit Plans***

- (a) The District shall provide a hospital, surgical, and medical benefit plan to eligible employees and dependents, which is mutually agreed upon by the District and the Association.

### ***Section 5.04 Dental/Vision Plan***

- (a) The District will provide a dental and vision plan to eligible employees and dependents which is mutually agreed upon by the District and the Association.

### ***Section 5.05 Life Insurance***

- (a) The District shall provide, at District expense, a term life insurance policy to all permanent employees for twenty-five thousand dollars (\$25,000) each. This policy includes an additional twenty-five thousand dollars (\$25,000) Accidental Death and/or Dismemberment benefit for active employees of the Lancaster School District.
- (b) The District shall offer, at District expense, a \$1,000.00 Accidental Death and/or Dismemberment policy. The employee must complete or update the paperwork in the Risk Management Department to receive this benefit.
- (c) Additional life insurance may be purchased by the employee under conditions specified by the carrier and the District. Employees wishing to participate in such programs shall complete the appropriate payroll authorization forms.

### ***Section 5.06 Early Retirement***

- (a) Employees between the ages of fifty (50) and fifty-five (55) inclusive, who retire from the Lancaster School District and accept retirement benefits provided under the PERS system, and who remain retired under PERS, and having accrued a minimum of ten (10) years of cumulative service in the Lancaster School District shall receive the following extended benefits:
  - i) The District shall pay fifty (50) percent of the negotiated cap of the cost of health insurance premiums for the retiree for a period of five (5) years.
- (b) The District shall pay the premiums for all life insurance benefits listed in Section 5.05(a) for a period of five (5) years. Retirees' life insurance benefits do not include Accidental Death and/or Dismemberment benefits.
- (c) The above benefits will be based on the number of hours assigned on effective date of early retirement.

Example

8 hours	50%
6 hours	38%
4 hours	25%

- (d) Employees who have utilized five (5) years of credit toward the cost of health insurance premiums prior to reaching age sixty-five (65) may elect to pay the entire premium for continued coverage of medical, dental, and vision insurance. Method of payment shall be as set forth in Board Policy.
- (e) Dental and Vision premiums coverage may be purchased by the retiree.

**Section 5.07 Retirement**

- (a) Active employees the ages of fifty-five (55) or older who retire from the Lancaster School District after January 1, 2006 and accept retirement benefits as provided under the PERS system and continue retirement under the PERS, and have accrued a total of ten (10) out of fifteen (15) years of cumulative service shall receive the following benefits:
  - i) The District shall pay ninety percent (90%) of the negotiated cap of the cost of the Three-Tier medical only insurance premiums for the retiree for a period of ten (10) years or until the employee turn sixty-five (65), whichever comes first.
  - ii) The District shall pay the premiums for all the life insurance benefits listed in Section 5.05(a) for a period of ten (10) years. Retirees' life benefits do not include Accidental Death and/or Dismemberment benefits.
  - iii) Any employee who has utilized the ten (10) years of credit toward the cost of health insurance premiums may elect to pay the entire premium for continued coverage for medical, dental and vision insurance until his/her death.
- (b) Above benefits will be based on the number of assigned hours on effective date of retirement.

Example

8 hours	90%
6 hours	75%
4 hours	45%
3 hours	38%

- (c) Dental and Vision premiums coverage may be purchased by the retiree.

**Section 5.08 Annuity**

- (a) Active employees reaching the age of fifty-five (55) having worked six (6) hours per day or more who retire from the Lancaster School District and accepting retirement benefits as provided under the PERS system and having accrued a total of ten (10)

out of fifteen (15) years of cumulative “full time” service with the Lancaster School District shall receive the following additional benefits:

- i) The District shall make a contribution toward the purchase of an annuity beginning with retirement.
  - ii) The District shall pay three thousand five hundred dollars (\$3,500) per year for five (5) years. In the event the retiree dies before the full five (5) years of contributions are paid, the District’s obligation to pay shall cease at the end of the plan year of the retiree’s death.
  - iii) The annuity shall be paid at the rate of three thousand five hundred dollars (\$3,500) per year in the form of an annual lump sum payment. A year commences on the effective date of retirement. Annual payments shall be made on the anniversary date thereafter and continue for each consecutive year thereafter to the limit prescribed in this section.
- (b) Specifications to prospective vendors of the annuity shall include the following option for retirees:
- i) Cash-out value
  - ii) Ten (10) years certain and live options
  - iii) Life monthly payments
- (c) The company selected shall be by the mutual agreement of the District and the California School Employees Association, Chapter 297
- (d) The annuity shall mature seven (7) years after the date of retirement.

***Section 5.09 Dependent Insurance of Deceased Employee***

- (a) In the event of the retiree’s death, health coverage for the surviving spouse and any dependents covered at the time of the retiree’s death will continue for the duration of the retiree’s benefit.

***Section 5.10 Coverage for Laid Off Employees***

- (a) Employees who are separated due to a reduction in force (lay-off) may continue his/her group medical, dental, and vision coverage for up to eighteen (18) months beyond the date coverage would have normally terminated, by notifying and tendering payment to the District for continuation of the plan. (COBRA coverage)

***Section 5.11 Tax Deferred IRS Code 125***

- (a) The District and the Association agree to American Fidelity Insurance Company to administer the program with little or no cost to the District. This program allows

employees to deduct certain fees from his/her gross income to provide additional medical, dental, child care fees and other permissible deductions under the Code.

***Section 5.12 Dues Deduction***

- (a) The employer shall deduct and pay to the Association service fees for each bargaining unit member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the Association notifies the employer that the unit member is paying such fees directly to the Association. A payroll deduction authorization form shall not be required for such deductions.

## ***Article 6. HOURS OF EMPLOYMENT***

### ***Section 6.01 Workday and Workweek***

- (a) The District and the Association agree on the following in regard to workday and workweek:
  - i) The District recognizes the principle of an eight (8) hour workday and a forty (40) hour workweek for persons employed on a full-time basis.
  - ii) The regular workweek shall be Monday through Friday.
  - iii) The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. This designation shall be at the time of employment. Each employee shall be assigned a regular ascertainable number of hours per week.
  - iv) Changes to the employee's regular schedule of work hours/workday shall only be made after consultation with the employee(s) involved and negotiated with the Association.
  - v) Any employee called to work on his/her scheduled day off shall receive a minimum of two (2) hours of his/her current pay.

### ***Section 6.02 Alternative Workweeks/Work Shifts***

- (a) The following workweeks/work shifts may be authorized if the same or improved quantity and quality of service can be supplied at no additional cost to the District and they are mutually agreed to by the Supervisor/Evaluator and the employee or as defined by the new position or vacancy. The Association shall be notified in writing of any such proposal and shall be involved in the negotiations of the change in working conditions:
  - i) Four (4) day, forty (40) hour workweeks.
  - ii) Eighty (80) hours scheduled over a two-week period using a combination of eight (8) days at nine (9) hours, one day at eight (8) hours and one (1) day off.
  - iii) Shift alternatives that could be identified for negotiations are: EXAMPLE 3:00-11:30 PM

### ***Section 6.03 Shift Changes***

- (a) Permanent employees may request shift changes in his/her classification at his/her assigned site/department. When a shift change occurs, the assignment shall be offered to the requesting permanent employee with the greatest seniority in the classification.
  - i) Failure to accept an offered assignment will have no bearing on eligibility for future vacancies.

#### ***Section 6.04 Meal Periods***

- (a) Each employee assigned six (6) hours or more per day shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. The time and length of the lunch period shall be mutually agreed to by the employee and the employee's immediate Supervisor/Evaluator. Lunch periods shall be as close to the middle of the workday as feasible. If, after good faith discussion, an agreement is not achieved, the immediate Supervisor/Evaluator will make the decision.
  - i) Employees shall not be assigned standby or other duties during the lunch period and are free to leave the work location during the meal period.
  - ii) An employee who is required by the immediate Supervisor/Evaluator to work during his/her lunch period may extend the lunch period for the amount of time, which was lost due to the aforementioned interruption.
- (b) If the Supervisor/Evaluator cannot reschedule the time lost, or develop some other mutually acceptable alternative, the employee may request payment for lost time. Payment shall be in increments of fifteen (15) minutes.

#### ***Section 6.05 Rest Breaks***

- (a) The Association and the District agree that rest breaks shall be assigned and regulated as follows:
  - i) Each employee assigned for four (4) hours or more shall be entitled to a fifteen (15) minute uninterrupted rest break approximately midway through the work period.
  - ii) Employees assigned for eight (8) hours or more shall be entitled to a rest break approximately midway through the work period preceding lunch and again approximately midway succeeding the lunch period.
  - iii) Supervisor/Evaluators and employees shall meet in good faith to mutually agree on scheduled rest breaks. If, after good faith discussion, an agreement is not achieved, the immediate Supervisor/Evaluator will make the decision.
  - iv) Employees shall not leave his/her assigned work site during rest breaks without advance permission from his/her immediate Supervisor/Evaluator.
- (b) Employees who work less than three and one half (3.5) hours per workday shall not be required to have a split shift except when mutually agreed upon by the employee and the employee's immediate Supervisor/Evaluator.

#### ***Section 6.06 Call In***

- (a) The Association and the District agree that call-ins shall be handled in the following manner:

- i) Unanticipated events or unscheduled activities may require notice of call-in of staff. Generally, these employees remain on duty until the end of his/her regularly scheduled shift. However, an employee may request permission to leave work, upon completion of his/her regularly assigned number of hours per day. Employees shall be compensated for any overtime worked as a result of any call-in.
- ii) Any employee who is called back after completion of his/her regular assignment shall be compensated for at least two (2) hours.
- iii) Any employee called to work on his/her scheduled day off shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

#### ***Section 6.07 Standby Time/On Call Duty***

- (a) All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime as are all other hours worked under this Agreement.
- (b) Employees assigned to on-call duty during the weekend or holiday will be given compensation time as follows:
  - i) If the unit member is on call for a twenty-four (24) hour period of time, he/she shall receive two (2) hours of compensation time.
  - ii) If the unit member is on call for part of a twenty-four (24) hour period of time, he/she shall receive one (1) hour of compensation time.
- (c) Overtime will be awarded for weekend on-call duty as follows:
  - i) Each call in of each calendar day will be credited with two (2) hours of overtime minimum.

#### ***Section 6.08 Overtime***

- (a) Bargaining unit employees shall be compensated at the rate of one and one half, (1.5) times the regular rate for the number of hours worked in addition to the eight (8) hour workday or forty (40) hour workweek.
  - i) Overtime shall be authorized and/or compensated only with prior approval of the Supervisor/Evaluator or designee.
    - 1. The Association and the District understand there may be unique emergency situations when the supervisor is not available to approve overtime.
    - 2. These unique emergencies will be approved on an individual basis.

- (b) Every effort shall be made to offer overtime equitably.
- (c) The most senior employee in class at site shall have first opportunity to work overtime.
- (d) The next opportunity for overtime will be offered to the second (2<sup>nd</sup>) most senior in class at site and so on until everyone has had an opportunity to work overtime.
- (e) If the unit members at that site refuse overtime, the overtime is offered to the most senior person in that job classification.
- (f) Substitute employees may work overtime only after all employees in the classification have been offered the opportunity and refused.
- (g) Unit members have the right to refuse overtime unless they are the only person at that site and the Supervisor/Evaluator determines the situation is an emergency.
- (h) Employees assigned to civic center activities or another assignment in which it is necessary that they return to work after completion of his/her regular shift shall be paid overtime for the period of time involved in working the additional assignment regardless of the length of his/her regular shift.
- (i) Emergency overtime assignments may be made by the administration considering the type of emergency, the welfare of the students, the safety of employees, and the best interest for the maintenance and operation of the grounds and facilities of the District.
- (j) In emergencies, advance notice will not be required.
- (k) Refusal by an employee of any overtime assignment shall not waive the employee's right under this section to be offered any subsequent overtime assignment.
- (l) Employees excused from work because of holidays, sick leave, vacation, compensatory time or other paid leave of absence, shall be allowed to utilize the time off as time worked, in a work week, for the purpose of computing the number of hours worked for overtime service credit. (See Article 6.01)
- (m) The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek.
- (n) Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one and one half (1.5) times the regular rate of pay of the employee designated and authorized to perform the work.
- (o) An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated for a rate of pay of the employee designated and authorized to perform the work.

- (p) When a four (4) day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours.
- (q) Work performed on the fifth, sixth and seventh days shall be compensated for a rate equal to one and one half (1.5) times the regular rate of pay of the employee designated and authorized to perform the work.
- (r) Employees authorized to compensatory time off instead of cash compensation for authorized overtime shall take the compensatory time off within six (6) calendar months following the month the overtime was rendered. This may be extended upon mutual agreement of both parties.
- (s) Employees may verify compensatory balances at any time by accessing the District on-line time and attendance system.
- (t) Provisions (b), (c), (d), (e), (f), (i), (j) and (k) shall also apply to situations involving extra hours. Extra hours shall be offered first at the site by classification and seniority. If refused, extra hours shall be offered to the same classification at the other sites based on District Seniority. This shall also apply to Saturday School and other programs offered by the district.
  - (i) Extra hours shall be defined as additional hour worked that falls below the threshold for Overtime Hours and is paid at the employee's regular rate."

#### ***Section 6.09 Work Schedule***

- (a) The employee's Supervisor/Evaluator shall establish the employee's work schedule at the time of employment. A change in work schedule is defined as the modifications of a unit employee's start and stop time. The work schedule may be changed under the following conditions:
  - i) When mutually agreed upon in writing by the employee and the immediate Supervisor/Evaluator.
  - ii) In an emergency and paid appropriately by the District.
  - iii) To participate in training required and paid for by the District.
  - iv) To provide additional coverage during unanticipated periods of unusual absenteeism, mutually agreed to by the employee and District and paid at the appropriate rate.
- (b) Employees have the right to discuss any problems and seek reasonable resolutions affecting any change of schedule.
- (c) An employee's work schedule may change when prompted by changes in the school bell schedule or needs of instructional programs with notice given ten (10) working days in advance.

- (d) An employee's work schedule shall not be changed to avoid payment of a split shift or shift differential.

#### ***Section 6.10 Holidays***

- (a) The following are paid holidays for all employees. Employees must be in a paid status (regular number of daily work hours) on the workdays immediately preceding or succeeding the holiday according to the District's adopted calendar:
- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Martin Luther King Day |
| Lincoln's Birthday     | Washington's Birthday  |
| Spring Holiday         | Memorial Day           |
| Independence Day       | Labor Day              |
| Veteran's Day          | Thanksgiving Day       |
| Day after Thanksgiving | Christmas Day          |
| Two Floating Holidays  | Juneteenth             |
- (b) For those employees who do not have a scheduled work day in July, in lieu of Independence Day, they will receive one (1) additional floating holiday effective July 1, 2014.
- (c) Employees in part-time positions shall be paid for holidays in proportion to the average number of hours per week in his/her assigned schedule.
- (d) Whenever any of the approved holidays falls on a Sunday, the following Monday shall be deemed to be the holiday. Whenever any of the approved holidays falls on a Saturday, the preceding Friday shall be deemed to be the holiday.
- i) For employees working the alternative work schedule, when any of the approved holidays fall on a Monday, the previous Saturday shall be deemed the holiday. If the holiday falls on a Sunday, the previous Saturday shall be deemed the holiday.
- (e) The District agrees that the Association shall participate in the joint calendar committee process.
- (f) If an employee is required to work on a designated holiday, he/she shall be paid compensation at the rate of double (2) time.
- (g) Every day declared by the President or Governor of this State as a public fast, day of thanksgiving, or holiday, or any date declared a holiday by the Governing Board shall be a holiday for all unit members in the bargaining unit.
- (h) Employees can only receive holiday pay for holidays that fall within a month they are scheduled to work.

#### ***Section 6.11 Vacation***

- (a) All regular employees of the Lancaster School District Classified Service shall receive vacation leave accrued as follows:

<i>Years Worked</i>	<i>Amount of Hours Worked to Earn 63 Minutes(sixty-three) of Vacation</i>	<i>Approximate Days Earned/Year</i>	
<i>0 to 4 years</i>	<i>22:00</i>	<i>12</i>	<i>Days</i>
<i>5 to 9 years</i>	<i>17:60</i>	<i>15</i>	<i>Days</i>
<i>10 years</i>	<i>16:50</i>	<i>16</i>	<i>Days</i>
<i>11 years</i>	<i>15:53</i>	<i>17</i>	<i>Days</i>
<i>12 years</i>	<i>14:67</i>	<i>18</i>	<i>Days</i>
<i>13 years</i>	<i>13:89</i>	<i>19</i>	<i>Days</i>
<i>14 years</i>	<i>13:20</i>	<i>20</i>	<i>Days</i>
<i>15 to 19 years</i>	<i>12:57</i>	<i>21</i>	<i>Days</i>
<i>20 years</i>	<i>11:48</i>	<i>23</i>	<i>Days</i>
<i>25 years</i>		<i>24</i>	<i>Days</i>
<i>30 years</i>		<i>25</i>	<i>Days</i>
<i>35 years</i>		<i>26</i>	<i>Days</i>
<i>40 years</i>		<i>27</i>	<i>Days</i>

*Example: New Employees earn 63 (sixty-three) Minutes of vacation for every 22 hours worked*

- (b) Employees may verify Sick and Vacation leave accrual using the District's online time and attendance system.
- (c) Employees in part-time positions shall ear vacation in proportion to the number of hours worked per day or month per year in his/her assigned schedule.
- (d) If special circumstances arise that require employees to use over his/her already earned vacation, he/she may request from the Superintendent, or designee to take an advance on his/her vacation hours.
- (e) Vacations for classified employees shall be scheduled at times mutually agreed to by the immediate Supervisor/Evaluator and the employee. Employees shall make a good faith effort to schedule vacation in advance except in extenuating circumstances. The immediate Supervisor/Evaluator will make a good faith effort to meet the employee's request and shall respond in writing within two (2) working days. The final decision is vested with the immediate Supervisor/Evaluator. Reasons for denial shall be given in writing.
- (f) In the event of conflict between two (2) or more employees who submit a request at the same time with regard to a particular vacation schedule, District seniority shall be used in determining who gets the choice of the particular schedule.
- (g) Employees may only carry forward one (1) year plus ten (10) days worth of vacation to be used the following year. The employee shall be responsible for monitoring his/her vacation accrual and shall expend all vacation in excess of one (1) year plus ten (10) days by June 30<sup>th</sup> of each school year. Employees shall submit a vacation plan to their supervisor by September 1<sup>st</sup> which expends all excess vacation time. Upon separation, an

employee shall be entitled to a lump sum payment for all accumulated but unused vacation hours. Nothing listed in this paragraph indicates a waiver of Ed. Code 45197.

- (h) Employees shall not use vacation leave in any month with no scheduled work days.

***Section 6.12 Vacation Interruption***

- (a) Permanent classified employees may interrupt his/her vacation or terminate his/her vacation to begin sick leave, bereavement leave or personal necessity leave without a return to active service provided the following provisions are met:
- (b) The employee, whenever possible, shall give his immediate Supervisor/Evaluator notice that a break in vacation is necessary.
- (c) The employee shall be required to submit a signed statement giving the reasons that an interruption or termination of vacation leave is necessary. The District may request verification of such absence.
- (d) Subject to final approval of such interruption termination of vacation leave by the Assistant Superintendent, Human Resources, the immediate Supervisor/Evaluator shall take whatever steps are necessary to be assured that adequate and reasonable problems existed which required the interruption or termination of vacation to begin another type of paid leave.

## ***Article 7. EMPLOYEE RIGHTS***

### ***Section 7.01 Seniority***

- (a) For the Classified Service within the Lancaster School District seniority shall be determined by class seniority and district seniority, see Article 18, Definitions.
- (b) In the event of layoffs, see Article 8, Layoffs and Re-Employment.
- (c) In the event of lateral transfer, the length of service is determined by the time in classification, see Article 10, Transfers.

### ***Section 7.02 Personnel Files***

- (a) Materials in personnel files of employees that may serve as a basis for affecting the status of his/her employment shall be made available for the employee's inspection, upon request.
  - i) The employee shall not have the right to access ratings, reports, or records obtained prior to the employment of the person involved; were prepared by identifiable examination committee members; or were obtained in connection with a promotional exam.
- (b) Employees, or the Association, when accompanied by the employee or upon presentation of a written authorization signed by the employee, may inspect the file within a reasonable time.
- (c) Derogatory material shall not be placed in the employee's personnel file until employee is given notice and reasonable opportunity to review, comment, and attach pertinent information. Employee shall receive a copy of the material.
- (d) The employee's review of such derogatory material shall take place during the normal business hours, and the employee shall be, if necessary, released from duty, without loss of pay for this purpose.
- (e) Complaints made by a person regarding an employee, which are serious enough to become a matter of record, shall be brought promptly to the employee's attention. Employees shall be entitled to know the identity of the source of all such complaints and receive a copy of the complaint.
- (f) Complaints filed anonymously shall not be placed in an employee's personnel file.

### ***Section 7.03 Nondiscrimination***

- (a) The District and the Association agree that the provisions of this Agreement shall apply to all members of the bargaining unit without discrimination, and in carrying out his/her

respective obligations under this Agreement, neither party shall discriminate against any employee because of such individual's race, color, creed, age, sex, gender, sexual orientation, national origin, political affiliation, marital status, physical handicap, or domicile, nor for participation or non-participation in legitimate Association activities.

- (b) The District and the Association agree that the highest standards in human relations should be maintained between Supervisor/Evaluators and employees.
- (c) Employees shall be free from acts or threats of physical or verbal intimidation, harassment, or aggression.

#### ***Section 7.04 Physical Examinations***

- (a) Whenever the School District requires a physical examination to be taken by a classified employee or employees, either by rule or by its direction or the direction of a District authorized administrator; or when classified employees are required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination.
- (b) If the District requires a physical examination or an examination is required as a condition of pre-employment, it may cause the required examination to be given. It may, if an applicant is required to take a pre-employment physical examination, provide for reasonable reimbursement if the applicant is subsequently employed by the District.

#### ***Section 7.05 Discipline***

This Section applies to permanent employees only. Probationary employees may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this section means any day the central Administrative office of the Lancaster School District is open for business.

- (a) The District reserves the right to initiate the type and amount of disciplinary action. Employees shall be subject to disciplinary action only for cause as is included in but not limited to the Education Code, Board Policy and civil or penal code.
- (b) The parties agree to engage in progressive discipline which includes oral warning, conference, written warning, letter of reprimand, unsatisfactory evaluation, suspension without pay, demotion and/or dismissal.
- (c) If the cause for the discipline is found to be such a nature that immediate or more severe action is deemed necessary; the supervisor may proceed to the next appropriate level.
- (d) The Classified Support Plan will be utilized at the appropriate stage to support the employee's performance.

- (e) The employee has the right to CSEA representation during any meeting which may result in employee discipline.
- (f) The employee will receive a copy of the written summary within 10 days unless an extension is mutually agreed upon. If a letter is given to the employee, he/she will be given the opportunity to attach comments within 10 days.
- (g) No written documentation will be placed in the employee's personnel file maintained at the District Office in Human Resources without the employee's knowledge and until the employee has been given 10 days to attach a written response, if so desired.
- (h) The Classified Support Plan will include suggestions for performance improvement from the supervisor, and will be monitored by the employee, the Association, and the supervisor.
- (i) If discipline results in action that may lead to suspension and/or dismissal, the procedures outlined in Ed Code, Labor Code and Board Policy will be followed.

***Section 7.06 Classification Study***

- (a) Prior to the start of a classification study, the District and the Association will negotiate the process and procedures to be used.

## ***Article 8. LAYOFF AND REEMPLOYMENT***

The Lancaster School District and the California Employees Association, Chapter 297, agree that prior to the notification of any layoff to the employees; the district shall provide written notification to CSEA containing the following information.

The President of the CSEA chapter shall be notified of the names(s) of the affected employee(s)

The notice shall contain:

- The reason for layoff and its effective date.
- The employee's displacement rights, if any
- The employee's re-employment rights,
- A statement of any eligibility for contractually provided health and welfare benefits.

### ***Section 8.01 Layoff***

- (a) Bargaining unit employees shall be subject to layoff for lack of work and/or lack of funds. Whenever a bargaining unit employee is laid off, the order of layoff within the classification shall be determined by length of service (seniority). Lengths of service for purposes of this article shall be defined as the employee's first day of paid status in classification. When a bargaining unit employee is identified to be laid-off, the Districts agrees to meet and provide written notification to the affected employee, CSEA, the Chapter President, and/or a designated representative, by March 15<sup>th</sup> for any layoff occurring in the next school year. Therefore, the District shall notify the bargaining unit employee and CSEA by the required March 15<sup>th</sup> date.
- (b) The bargaining unit employee employed in the shortest time in the classification, less any breaks in service of more than thirty (30) days, shall be laid off first. Whenever it becomes necessary to implement a layoff, employees shall be laid off in reverse order of seniority within the affected classification.
- (c) A bargaining unit employee laid off from his/her present classification may, in order to avoid layoff, bump into equal, or the next lowest classification in which the employee has actually served based on the employee's seniority. In order to bump another employee in an equal or lower classification, the employee must have greater seniority than the person to be bumped. The employee with the least seniority in the classification in which an employee is bumping into shall be bumped first.
- (d) If two (2) or more employees subject to layoff have equal hire-date seniority, the determination as to who should be laid off first shall be determined by lot drawing. An employee who elects a layoff in lieu of bumping shall maintain re-employment rights.

- (e) Transfers are in accordance with Article 10 in the collective bargaining agreement between CSEA Chapter 297 and the Lancaster School District.
- (f) Unit members subject to layoff shall receive first priority employment as “substitute” or “temporary” employees as the need arises. Laid off unit members shall receive their regular hourly rate when substituting.
- (g) Unit members subject to layoff shall be allowed to use 2 (two) Personal Necessity Leave days for the purpose of seeking outside employment with their supervisor’s authorization.
- (h) The District shall not transfer the work of laid off employees to any other unit classification. The District shall not transfer work previously performed by laid off employees to volunteers.
- (i) Prior to the layoff of any classified employee, the District shall remove all short-term employees and substitutes in that classification.
- (j) When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights and reemployment rights.

### ***Section 8.02 Re-employment***

- (a) Employees laid off are eligible for re-employment for a period of thirty-nine (39) months, during which, if a vacancy exists in the classification from which the employee was laid off, the employee shall be re-employed in preference to new applicants. Employees who accept a voluntary demotion in lieu of layoff (i.e. bump into a lower classification) shall be entitled to an additional twenty-four (24) months on the re-employment list. Employment from the re-employment list shall be made in the order of seniority, with the most senior person offered re-employment first. Those employees who have completed a probationary period shall be re-employed without having to serve an additional probationary period. Permanent employees who have been laid off and meet the minimum requirements may apply for promotional examinations. Laid off employees shall not accumulate seniority while on a re-employment list except in cases where the employee is returned to his/her former classification within thirty (30) days from the date of layoff.
- (b) Bargaining unit employees shall be given not less than sixty (60) days written notice of layoff. The District reserves the right to decide to lay off employees. The District shall meet and negotiate with CSEA the decision to involuntarily reduce hours and/or work year.
- (c) The District shall notify the Association within sixty (60) days prior to the effective date of any layoff. Should the Association desire to negotiate the effects of a noticed layoff, it shall notify the District in writing no later than ten (10) working days after

receipt of the District's notification. If agreement regarding the effects of the layoff has not been reached prior to sending the sixty (60) days notice of layoff to the affected employees, the District may proceed with the layoff and negotiations concerning the effects of the layoff shall continue.

- (d) An employee on a re-employment list shall have one (1) day after receipt of an offer of re-employment to accept, in writing, employment to his/her former classification and status. All sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon re-employment with the District.
- (e) Refusal of an offer of a fewer number of hours in the same classification shall not affect the standing of any employee on a re-employment list.
- (f) Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of pay or benefits.
- (g) Prior to the layoff of any classified employee, the District shall remove all short-term employees and substitutes in that classification.
- (h) The District agrees that it will not hire a new employee from outside the District to fill a vacant position in a classification where services have been eliminated or reduced until all employees who have been laid off (or who have accepted a reduction of hours in lieu of a layoff) in that classification have been served with a notice of the opening and have had the opportunity to respond to the notice. Employees who have been notified pursuant to this provision shall have one day from the date of the notice to respond.

### ***Section 8.03 Salary and Health and Welfare Benefits***

- (a) For an employee on whose behalf the District makes a contribution toward health and welfare benefits, contributions will be made to provide benefits coverage through the following September for layoff that occurs at the end of the school year.

### ***Section 8.04 Disputes***

- (a) Any dispute that arises in the administration of this agreement shall be subject to the express terms of the collective bargaining agreement Grievance Procedure, Article 12.

## ***Article 9. PERFORMANCE EVALUATIONS***

### ***Section 9.01 Purpose of the Evaluation***

- (a) The District and the Association agree that an evaluation is the careful, systematic appraisal of employee work performance. Such evaluations provide a basis for counseling and assistance that shall promote greater work efficiency and increased levels of employee morale. The District retains sole responsibility for the evaluation for each employee subject to this Agreement.
- (b) Employees shall be provided with a current job description, informed of the dates of evaluations, job expectations, and the criteria that the Supervisor/Evaluator will use for the evaluation. Exceeds Standards must be described in detail. (See addendum)

### ***Section 9.02 Scheduled Performance Evaluations***

- (a) Probationary Employees: Performance evaluations shall be submitted in the 2<sup>nd</sup>, 4<sup>th</sup>, and 6<sup>th</sup> months of probation.
- (b) Permanent Employees: Performance evaluations shall be submitted at least annually and reviewed with the employee within thirty (30) days of the employee's anniversary date.
- (c) If the employee's performance evaluation date falls within the summer break and the evaluation has not been completed prior to the end of school, the evaluation date may be extended an additional 30 days after school resumes.
- (d) Any performance evaluation not completed within the above listed timelines, shall automatically signify the employee has a satisfactory performance rating for that evaluation period, unless unsatisfactory documentation exists for the evaluation period.
- (e) Evaluation date may be changed when there is written mutual agreement between employee and Supervisor/Evaluator.

### ***Section 9.03 Procedure***

- (a) Evaluations shall only be conducted by management personnel.
- (b) An employee may not be given either a single area unsatisfactory or an overall unsatisfactory evaluation unless there is documentation of unsatisfactory performance, which must be attached and has been shared with the employee within twenty (20) days of the Supervisor/Evaluators knowledge of the incident.
- (c) Employees have the right to attach comments or rebuttals to the evaluation.
- (d) Employees have the right to have Association representation at the evaluation conference if he/she so desires.

- (e) This evaluation will be a face-to-face meeting between the employee and the evaluator and an Association representative if requested.
- (f) Employees will be provided release time during his/her normal workday to meet with his/her evaluator for the review of his/her evaluation. If release time during the normal work day is not feasible, the evaluator may schedule a time for review of the evaluation outside of the normal work hours and the employee shall be compensated for his/her time. (Reference Article 6).
- (g) The parties agree that an evaluator shall have supervised and observed the employee's work prior to the evaluation according to District practice.
- (h) The evaluator will prepare a written evaluation, which may be mutually modified at any time during the evaluation conference.
- (i) Once the conference has concluded, the final performance evaluation shall be signed by the evaluator and employee.
- (j) No unit member shall be required to formally evaluate any other unit member.
- (k) Cook Managers and LEAD personnel will have significant input and active participation in the evaluation process.
- (l) The evaluator will conduct and participate in the evaluation conference.
- (m) The evaluator will sign the evaluation form.
- (n) Signing of the evaluation may not necessarily mean that the employee is in agreement with the evaluation but shall only signify that he/she has reviewed the document and received a copy of it.

#### ***Section 9.04 Special Performance Evaluations***

- (a) A special performance evaluation may be prepared at any time by the employee's evaluator. Such evaluation reports may be used to provide a record of significant improvement or merit (formal commendations for outstanding performance) or marked deterioration of the employee's performance levels *after* 9.05 has been completed according to the Article.
- (b) Permanent employees may request a special performance evaluation. This request shall not be unduly denied by the evaluator. The evaluator shall make a good faith effort to complete this request within a reasonable time.

#### ***Section 9.05 Counseling***

- (a) Should the employee's performance fall short of the District's standards, the evaluator shall conduct subsequent counseling and assistance to ensure that the employee has a reasonable time to improve his/her performance prior to the date of

the next scheduled evaluation. The employee should be made aware he/she may have Association representation present for this counseling session.

- (b) The evaluator shall provide the employee with a written plan of action to be signed by the evaluator and the employee that outlines improvements needed and reasonable time-lines for improvement.
- (c) Evaluators shall notify employees in writing in a timely manner of any infractions/deficiencies that may, if not corrected, affect his/her performance evaluation or employment.

***Section 9.06 Evaluation Appeals***

- (a) Employees have the right to attach (at any time) rebuttals, documentation, letters, or other materials pertinent to any evaluation.
- (b) When an employee believes that, he/she has been unfairly or improperly evaluated, such employee shall have the right to meet and confer within the chain of command of the District concluding with the District's Superintendent. The District and the employee shall attempt, in good faith, to resolve the disputed claim.

## ***Article 10. TRANSFERS***

### ***Section 10.01 Transfers***

- (a) The District shall have the sole authority to determine when and where an opening exists within the unit of classified members described in Article 1, Recognition Clause, of this Agreement. The District and the Association agree to continue to make good faith efforts to meet and confer over new positions/openings to meet the best interests of the District. The Superintendent, or his designee, shall have the power to transfer unit members from one work site to another work site (subject to the provisions set forth in this Article.)

### ***Section 10.02 Definitions***

- (a) Transfer – Refers to any District action that results in the movement of a unit member from one work site to another or one position to another within that classification.
- (b) Voluntary Transfer – Initiated by the unit member
- (c) Involuntary Transfer – Initiated by the District

### ***Section 10.03 Voluntary/Lateral Transfers***

- (a) The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. The employee shall not suffer any retribution for requesting such transfer. Employee on leave may not apply for a lateral transfer.
- (b) When a vacant position in a classification becomes available, unit members in that classification may request a transfer. Permanent employees may only transfer once each year, except for transfers that would result in an increase of no less than thirty (30) minutes per day or an increase in number of work days per year.
- (c) There will be no more than two (2) chain reaction lateral transfers per open position. After the second move, the third vacancy will be filled using the promotional process.
- (d) Such request will be given priority before District initiated transfer procedures or new applications for the position are sought.
- (e) Employees on a classified support plan cannot transfer as long as they are on a classified support plan.
- (f) All vacancies shall be posted for three (3) working days.

- (g) Unit member's request for transfer shall be submitted in writing to the District Human Resource Services Department by the closing date on the vacancy announcement.
- (h) Transfers shall not be made or denied on arbitrary grounds.
- (i) To maintain effective performance and satisfactory personnel relations, the following criteria will be the sole reasons for denial of a voluntary transfer:
  - i) Elimination/withdrawal of the vacancy
  - ii) Employee has already transferred once during the school year
  - iii) Transfers for no less than thirty (30 minutes per day or an increase in the number of work days per year.
  - iv) Employee is on a classified support plan
  - v) Failure to submit transfer by deadline
  - vi) Probationary status
  - vii) Any area of the evaluation marked unsatisfactory (Article 9)
  - viii) Best interest of the District as determined by the Superintendent.
- (j) Unit members may withdraw his/her request for transfer until the position closes. Formal submission of a request for transfer shall constitute a non-revocable acceptance of the position should it be offered.
- (k) In the event there are two or more unit members requesting a transfer, the following criteria will be considered in meeting the overall staffing needs:
  - i) Length of service in classification
  - ii) Training, experience, and satisfactory evaluations
- (l) If two or more unit members requesting transfer are considered equal by all other criteria, seniority (adjusted hire date if applicable) shall be determining factor.
- (m) Upon written request, within ten (10) days of the denial of a transfer request, the unit member shall be given a conference and written reasons for such denial.
- (n) Unit members seeking transfer shall not be required to test for the transfer position if the vacancy is in the same classification.

- (o) Approved transfers shall be completed within ten (10) to twenty (20) working days of approval unless a mutually agreed upon extenuating circumstance causes an unavoidable delay.

#### ***Section 10.04 Involuntary Transfer***

- (a) An involuntary transfer of probationary or permanent unit members may be initiated by the District at any time. A written notice shall be given to the employee (permanent or probationary) and the Association ten (10) working days prior to the effective date of the transfer. CSEA shall be notified of any involuntary transfer and the reason for the transfer.
- (b) Involuntary transfers may be made for, but are not limited to, the following reasons:
  - i) Financial/staffing needs
  - ii) Program needs
  - iii) Change of enrollment or workload
  - iv) Opportunity to evaluate the employee in another location
  - v) Significant personality conflicts
  - vi) Balance staff for affirmative action
  - vii) Unit member's family reassigned (District Policy)
  - viii) Involuntary transfers shall not be made arbitrarily and capriciously.
- (c) When the district has to initiate a transfer for workload, the district must transfer the least senior person within that classification at the site involved. The District shall first request volunteers.
- (d) Classified staff that must be reassigned because of declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job class unless a volunteer in that class is available.
- (e) The district cannot initiate an involuntary transfer into a position that is flying or has already flown and there are CSEA members eligible for a lateral or promotion.

## ***Article 11. PROMOTIONS***

### ***Section 11.01 Promotions***

- (a) The District and the Association agree that bargaining unit members are encouraged to apply for District promotional vacancies. All promotional opportunities shall be administered in the following way:
  - i) Notice of all job vacancies shall be posted on the designated bulletin boards at each site for a period of three (3) working days.
  - ii) Unit members applying for a promotional vacancy must request consideration in writing to the Human Resource Services Department by the deadline listed in the vacancy bulletin. The District shall make the position promotional if five (5) qualified unit members have applied for and passed the test for vacancy.
  - iii) Any unit member who has taken and passed a test required for initial employment or promotional position within the bargaining unit shall not be required, within the next twelve (12) months, or no more than one (1) test per year to retake the same or similar test in order to qualify for a promotion. Unit members may retake the test to improve scores, with the better score being used for the final qualification. Typing tests, once passed at the required speed, do not need to be taken again.
  - iv) When a permanent unit member accepts a promotion, the probation time for that promotion shall be six (6) months.
  - v) A permanent unit member who has vacated a position to accept a promotion may at his/her request, or if found to be unsatisfactory to the District, be reinstated during the probationary period to permanent status in the first opening in his/her former classification within the district (reinstatement to the former site/ number of work day/hours is not guaranteed if there are no immediate openings in the unit member's classification at that site and/or department/program), unless dismissal or suspension proceedings are imminent. Such action shall be without prejudice.

## ***Article 12. GRIEVANCE PROCEDURE***

### ***Section 12.01 Definitions***

- (a) A grievance is a claim by one or more specifically named bargaining unit employees or by the Association that there has been a violation of an article of this Agreement, which personally and adversely affects the grievant(s).
- (b) A group/class grievance may be filed when there are mutually agreed common questions of fact pertaining to each grievant.
- (c) A grievant is an employee, a group of employees, or the Association.
- (d) The immediate Supervisor/Evaluator is the lowest level administrator or management employee having line supervisory authority over the grievant who has been designated to adjust grievances.
- (e) Workday or day is any day when the central administrative office of the Lancaster School District is open for business.
- (f) Witness is any person with pertinent information regarding the grievance. Either party in the grievance shall have the right to request a list of witnesses pertinent to the grievance (at any stage).
- (g) Association or CSEA is the Exclusive Representative of the classified bargaining unit. A representative of CSEA may be present at any step of the grievance process.
- (h) Article III – Retained Rights and Article XX – Concerted Activities are not grievable.

### ***Section 12.02 Grievance Step 1–Informal Resolution Immediate Supervisor/Evaluator***

- (a) Before filing a formal written grievance, an employee shall discuss the matter with the immediate Supervisor/Evaluator within twenty (20) working days of the alleged violation or within twenty (20) working days of the time when the unit member, by reasonable diligence, should have known of the violation. The immediate Supervisor/Evaluator shall investigate the matter and shall respond verbally to the grievant within five (5) working days of the meeting.
- (b) Results of the informal meeting shall be recorded on the Record of Informal Grievance Meeting form found in Appendix I. Copies of the Record of Meeting will be distributed to the recipients identified on the form.

### ***Section 12.03 Grievance Step 2– Formal Resolution – Principal/Dept. Head/Admin***

- (a) If a satisfactory resolution of the contract issue(s) is not reached through the informal Step 1 process, the grievant shall have the right to file a written grievance with the appropriate administrator.

- (b) This level of grievance shall be filed within five (5) working days from the Informal Step One (1) meeting.
- (c) The written grievance shall include:
  - i) A clear and concise statement of the articles being grieved
  - ii) Names of involved employees
  - iii) Dates, times/shifts/ places/sites involved
  - iv) Reasons why the Supervisor/Evaluator's (or other District designee) proposed resolution is unacceptable
  - v) The specific remedy sought
- (d) A meeting with the grievant will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the written grievance is received by the District. Either party may extend the time-lines by mutual written agreement.
- (e) The District will respond with a written resolution/answer within five (5) working days, or the grievance will be deemed a default against the District.

#### ***Section 12.04 Grievance Step 3 – Formal Appeal – District Level***

- (a) The grievant may appeal the decision rendered by the principal or department head by filing the written grievance with the Director of Classified Personnel or his/her designee within ten (10) working days.
- (b) A conference shall be scheduled within five (5) working days by the parties, upon receipt of the grievance. All parties may be represented at the conference.
- (c) The Director of Classified Personnel shall render a written decision within five (5) working days. Copies shall be sent to the grievant, Supervisor/Evaluator and the Association representative. If the grievance is resolved (acceptable to all parties), the remedy shall commence immediately.

#### ***Section 12.05 Grievance Step 4 – Mediation***

- (a) In the event the grievance remains unresolved after Step Three (3) the Association or the District may request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance.
- (b) Any such request will be made within five (5) working days after the written decision of the Superintendent/designee is rendered. Within five (5) working days of receipt of a request for mediation, the District shall file a request for mediation with the State. Timelines can be extended by written mutual agreement.

- i) The mediator shall attempt to find a mutually acceptable resolution to the grievance.
- ii) The mediator shall not issue any public statement of fact or opinion on the grievance.
- iii) If the parties reach a mutually acceptable resolution it shall be reduced to writing and signed by both parties.
- iv) Parties agree to split any cost of mediation.

#### ***Section 12.06 Grievance Step 5 Binding Arbitration***

- (a) If a grievance is not resolved at either Step Three (3) or Step Four (4), the Association may request, in writing, within ten (10) working days, that the grievance be submitted to arbitration.
- (b) A grievance which is not settled at Step Three (3), and the Association desires to contest further, and which involves the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in the Article but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Three (3) of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the Grievance Procedure described heretofore in the Article. Work Stoppage and Retained Rights are specifically excluded from arbitration under the provisions of this Article.
- (c) The District and the Association agree to meet to review the pending arbitration case within five (5) working days. If no resolution is reached at this meeting, the District and Association will request the California State Mediation Service to provide a list of individuals admitted to the National Academy of Arbitrators who have had extensive experience in public school arbitration. Arbitrators shall be selected by mutual agreement by both parties. The Hearing will be conducted according to the rules of the American Arbitration Association.

#### ***Section 12.07 Multiple/Group Grievances***

- (a) A multiple grievance is many grievances filed by different employees. These could be on the same or different issues when filed.
- (b) A group/class grievance is a singular grievance filed on behalf of a group/classification/or Association. It shall be processed as a single grievance.
- (c) Multiple grievances filing must be processed in a sequential manner. The Association and the District shall meet and assign consecutive numbers to multiple grievances and agree upon an anticipated timeline for review and decision. His/her grievance shall be processed as soon as possible, but a Supervisor/Evaluator or an administrator shall not be required to process more than one grievance per day.

### ***Section 12.08 Grievance General Provisions***

- (a) Resolutions may be deemed retroactive for up to one calendar year, if so determined by the arbitrator.
- (b) If a grievance is not processed by the employee or the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District.
- (c) If the District fails to respond to the Grievance within the time limits set forth in this Article at any step, the grievance shall be considered settled on the basis of the last resolution of the Association.
- (d) The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out management responsibilities subject to the final decision of the allegation.
- (e) In the event the employee protests an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement or other directive, prior to filing an allegation, and shall continue to carry out such order, requirement, or other directive (unless the grievance pertains to a safety issue), pending the final resolution of grievance.
- (f) Conference time shall be provided without loss of time, pay or benefits.
- (g) Representative/Stewards processing the grievance shall be provided release time without loss of time, pay or benefits.
- (h) All matters pertaining to and including the grievance, after Step One (1) (excluding the meeting summary required in Step One (1)) will be in writing. The grievant will not be required to discuss the grievance without a representative present.
- (i) The grievant will not be required to discuss the grievance without a representative.
- (j) If a grievance is filed without Association intervention, the District shall submit a copy of the grievance to the Association, including the proposed resolution, prior to settlement, thereby allowing the Association to appeal within ten (10) working days.
- (k) Conferences specified in Steps Two (2) and Three (3) may also be waived by mutual agreement.
- (l) No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- (m) All grievance documents will be maintained in the Human Resource Services Department separate from the grievant's other records.

- (n) Any timelines/limits referred to in the Article may be extended by written mutual agreement between the District and the Association.

## ***Article 13. ORGANIZATIONAL SECURITY***

### ***13.01 Membership Dues ~~and Service Fee Deductions~~***

- (a) CSEA has the sole and exclusive right to receive the payroll deduction for regular membership dues.

### ***13.02 Dues Deduction***

- (a) The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- (b) The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- (c) The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- (d) The employer shall, without charge, pay to CSEA within the established Los Angeles County of Education deduction system, all sums so deducted.

### ***Section 13.03 Membership List***

- (a) The District shall provide CSEA with the following information regarding newly hired employees within thirty (30) days of date of hire or by the first pay period of the month following hire. The information will be provided to CSEA electronically via secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column: First name; Middle initial; Last name; Suffix; date of hire; job title; department; primary worksite name; employee ID; work, home, and personal cellphone numbers; personal email address; and home address, which is known and on file with the District. CSEA will maintain the privacy of the employee information. This information will be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation.
- (b) The District shall provide CSEA with a list of all CSEA bargaining unit members' names and contact information referenced in paragraph (a) above on the last working day of September, January, and May. CSEA will maintain the confidentiality of this information.

### ***Section 13.04 Hold Harmless***

- (a) CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA any claims made by employees relating to dues authorization. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any unit member and remitted to CSEA, the unit member and District shall not be liable for the refund. CSEA agrees to furnish any information needed by the District to fulfill these provisions.
- (b) CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed

## ***Article 14. SAFETY CONDITIONS***

### ***Section 14.01 Responsibility***

- (a) The Association and the District agree a safe and healthy work environment for all employees is essential to conduct District operations efficiently and effectively.
- (b) All parties agree to be aware of inherent workplace hazards and to comply with federal, state and District health and safety practices.
- (c) The Parties further agree occupational safety and health concerns and practices shall be reviewed on a continual basis in shop meeting, staff meetings, and other appropriate forums.
- (d) District safety policies and procedures establish Supervisor/Evaluator as the primary contact for health and safety issues. Employees are strongly encouraged to resolve safety or health concerns with his/her Supervisor/Evaluator.

### ***Section 14.02 Maintenance of Facilities and Equipment***

- (a) The District agrees to maintain facilities and equipment in a safe and sanitary condition including but not limited to lunchrooms, rest rooms, lavatories, and break facilities for employee use.

### ***Section 14.03 Safety Equipment, Clothing and Devices***

- (a) The District agrees to furnish all necessary safety equipment and protective clothing required to maintain a safe and healthy environment for all of its employees.
- (b) The District and all of its employees agree to comply with all applicable safety statutes, practices, policies, and procedures.
- (c) The Association agrees to cooperate whenever possible in encouraging unit employees to report and adhere to intent of this Article.

### ***Section 14.04 Reporting/Investigation of Unsafe or Unsanitary Conditions***

- (a) Any abuse of District personnel, assault or battery upon District personnel, or any threat of force or violence directed toward District personnel at any time or place, which is related to District activity, shall be reported by employees to their immediate supervisor. Employees shall complete reports required by the District relating to the violations described herein.
- (b) A unit employee shall notify his/her Supervisor/Evaluator of unsafe or unsanitary conditions at any District work location. Unless an emergency exists, the report shall be made on a form provided by the District. (Appendix L)

- (c) Supervisor/Evaluator shall promptly investigate (in a reasonable amount of time) any report of unsafe or unsanitary condition. Upon completion of the investigation, the Supervisor/Evaluator shall provide the employee with written notice, within two (2) working days. The notice shall include the finding of the investigation and the recommended remedy and whether or not the employee(s) shall return to hi/her regular assignments or given an alternate assignment.
- (d) The Association and the District may investigate any alleged problems in an attempt to arrive at a mutually accepted solution. At that time, the employee will resume his/her assignment.
- (e) No reprisal of any kind shall be taken against any employee as a result of the employee's report of unsafe or unsanitary conditions.

***Section 14.05 Refusal to Work under Unsafe Conditions***

- (a) An employee may refuse to work on a job that places him/her in imminent physical danger or significantly endangers his/her health. After the employee has notified the Supervisor/Evaluator of an unsafe/unsanitary condition, the employee shall be given other assignments until the investigation is complete and a remedy has been applied.

***Section 14.06 District Safety/Health Committee***

- (a) The Association will have an equal number of representatives on the District Safety Committee.
- (b) The Committee will meet at least quarterly and will function according to the District approved Illness & Injury Prevention Plan.

## ***Article 15. LEAVE PROVISIONS***

### ***Section 15.01 Definitions***

- (a) Immediate family is defined as children, stepchildren, parents, grandparents, uncles, aunts, nieces, nephews, brothers, sisters, grandchildren, legal guardian, foster children, brother-in-law, sister-in-law, of the unit member, spouse, or designated domestic partner, or any relative of the unit member, spouse, or designated domestic partner living in the immediate household.
- (b) A statement of designated domestic partnership must be on file with the Lancaster School District Human Resource Services Department.

### ***Section 15.02 Sick Leave***

- (a) Eligible employees shall be allowed full-salary sick leave for personal illness, injury, and may be used for medical and dental appointments.
- (b) Supervisor/Evaluator/Designee shall refrain from telephoning absent employees once notification of absence has been communicated.
- (c) Full-time employees (8 hours, 12 months) shall earn twelve (12) days of sick leave for his/her assignment year. Part-time employees shall earn sick leave in the same proportion that his/her employment bears to full time.
- (d) New employees shall accrue sick leave from the first day of employment. Probationary employees of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be eligible under this section.
- (e) Pay for any hours or days of illness or injury need not be accrued prior to taking such leave by the employee, and such leave may be taken at any time during the employee's assigned work year.
- (f) Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay that would have been received had the employee worked during the day.
- (g) Unused sick leave shall accrue year to year. Employees may apply for sick leave benefits in advance of accrual up to a maximum of the current fiscal year's entitlement. Terminating employees who have received un-accrued sick leave benefits shall have his/her final warrant adjusted by the amount of unearned sick leave taken. Sick leave shall stop accruing upon termination.
- (h) In addition to full-salary sick leave, each employee shall be entitled to 100 non-accumulated half-salary sick leave days each fiscal year. This leave is only available after all earned sick leave is exhausted; a Doctor's verification is required.  
(Employee may option to use vacation leave before start of 100 days of 50% pay.)  
(See Article 18)

- (i) After all available paid leave including 100 days of 50% pay is exhausted; the employee may request a health leave. If the health leave is denied, the employee shall be placed on a thirty-nine (39) month re-employment list.
- (j) Health Leave: When an employee exhausts both full-salary and half-salary sick leave allowed, the employee may request a health leave without pay for a period of time not to exceed eighteen (18) months. This leave must be accompanied by a physician's statement of incapacity. The employee must receive a doctor's release before returning to work. Employees granted a leave under this provision shall have a position in his/her classification held for them until his/her return.
- (k) If an illness or injury exceeds four (4) consecutive days, the District may request a medical doctor's certificate verifying authorization to return to work from an illness or injury.
  - i) The District has the right to request a medical certificate whenever they reasonably suspect abuse of sick leave.
  - ii) If an employee is sent to a District doctor, the District shall incur all costs.
  - iii) Employees covered by insurance shall use his/her coverage to obtain this certificate.
- (l) Employees absent on sick leave shall notify his/her Supervisor/Evaluator/designee of his/her absence prior to the beginning of his/her shift unless conditions make notification impossible.
- (m) On notice to the employee's Supervisor/Evaluator/designee of the employee's intent to be off consecutive days shall meet the requirements for notification for the entire period absent. If there is a change in the duration of leave, the employee shall notify the District.
- (n) Employees shall notify his/her Supervisor/Evaluator/designee of his/her intended return from absence as soon as known. An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the district of the employee's intent to return to work within a reasonable time prior to the close of the preceding workday if such failure results in a substitute being secured.
- (o) Employees may verify sick leave balances at any time on the District's online time and attendance system.
- (p) An employee, upon initial employment, who has been an employee of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer his/her accumulated sick leave provided the sick leave is transferred within one (1) year of the date of the termination from the previous California public school employer.
- (q) An employee becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause shall submit a statement from his/her attending physician

as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability and the anticipated date of the return to active service.

### ***Section 15.03 Personal Necessity Leave***

- (a) An employee may use up to seven (7) days of sick leave benefits for personal necessity in any school year for the following reasons as captured on the personal necessity leave form:
  - 1. Death of a member of the immediate family when the number of days of absence exceeds three (3), or five (5) days if travel is required beyond 250 miles or out of state
  - 2. Accident, not otherwise chargeable to an illness or injury leave, involving his/her person or property, or the person or property of his/her immediate family, of such a nature as to require the attention of the employee during his/her workday
  - 3. Appearance in court as a litigant or witness. If the employee is called as a witness in his/her official capacity or as a witness within his/her employment, shall be considered official duty
  - 4. When a member of the employee's immediate family is afflicted with a contagious disease and requires that care and attendance of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others
  - 5. Imminent danger to the home/property of an employee, including but not limited to, flood, fire, winds, storms
  - 6. Matters to include activities or observances where the employee believes that his/her participation wherein is necessary and requires his/her absence from duty
  - 7. Acute illness of a member of the employee's immediate family, requiring professional treatment or hospitalization, and of such an emergency nature as to require the attention of the employee during his/her workday
  - 8. Observance of a religious holiday
  - 9. Other personal reasons requiring absence. (Three of the seven days leave may be used in this category)
- (b) The procedures for personal necessity leave shall be as follows:
  - i) An employee has sufficient unused sick leave credit
  - ii) Employee submits a request as soon as the need is known

- iii) In emergencies, contact District immediately, go by procedures, and notify expected duration of absence
- iv) Employee shall furnish evidence of the court appearance to the immediate Supervisor/Evaluator who shall in turn attach it to the time sheet
- v) Immediate family is defined in Article 15, Leave Provisions and Article 18, Definitions
- vi) An extension of Personal Necessity leave may be granted upon written request by the employee and approval by the Superintendent.

#### ***Section 15.04 Long Term Leave of Absence without Pay***

- (a) Subject to Board approval, long-term leave of absence without pay may be requested by a permanent employee of the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full years. The employee shall notify the District in writing of his/her desire to take leave.
- (b) Long-term leave without pay may be granted for:
  - i) Professional Study
  - ii) Family Leave-Pregnancy, child rearing, family member health care, adoption in accordance with Family Leave Plan
  - iii) Leave for other reasons – service to public agencies, travel or other reasonable leaves

#### ***Section 15.05 Reinstatement upon Return from Long-Term Leave***

- (a) The employee shall be reinstated to a position in the classification held prior to the leave of absence or to a position for which the employee is qualified.
- (b) If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating the ability to assume his/her position.

#### ***Section 15.06 Industrial Accident/Illness Leave***

- (a) An employee who is part of the classified service shall be provided leave of absence for an industrial accident or occupational illness under the following rules and regulations:
  - i) The industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of the employee's assigned duties.

- ii) Allowable leave shall be for not more than sixty (60) days during which the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident
  - iii) Benefits under this section shall commence the first day of the accident
  - iv) Industrial Accident benefits shall not accrue from year to year
  - v) When an employee is absent due to an industrial accident, he/she shall be paid a disability indemnity, under Division 4, 4.5, of the Labor Code. This indemnity will result in the full payment of the employee's current salary. (Limited to 60 days)
  - vi) Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- (b) When a disability overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same injury.
  - (c) During all paid leaves of absence, whether for industrial accident or occupational illness or other available leave, the District shall continue to issue the employee's salary.
  - (d) The benefits provided by these rules and regulations shall be applicable to all classified employees who are part of the classified service.
  - (e) When all available paid leaves of absence (sick leave, vacation) are exhausted, the employee may request an unpaid leave of absence under Section 16.3 of this Article. This unpaid leave shall not be arbitrary or capriciously denied.
  - (f) Employees shall notify his/her Supervisor/Evaluator of industrial accident or illness including date of injury and details of this incident. This shall be done on the District provided Industrial Accident forms and as soon as the employee has knowledge that the illness is an alleged industrial illness.

***Section 15.07 Industrial Accident/Illness Leave***

- (a) Upon conclusion of this industrial paid leave, an employee may utilize any available leave benefits providing that any leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.
- (b) Upon termination of the industrial accident or illness leave, the employee shall be permitted to return to service with a release from the treating physician and/or District physician. The District shall abide by the Americans with Disabilities Act and make reasonable accommodations if needed for the employee's return to duty.
- (c) When all available leaves of absences, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall be

placed on a re-employment list for a period of thirty-nine (39) months. When the employee has received a release to return to work during the 39 month period, the unit member shall be employed in the first equivalent position under his/her classification over all other candidates. If there is a re-employment list due to lack of work or lack of funds, the employee shall be listed in accordance with appropriate seniority regulations.

- (d) An employee who has been placed on a re-employment list as provided herein who has been medically released for return to duty and who fails to accept an appropriate (hours previous held) assignment shall be dismissed.

#### ***Section 15.08 Bereavement Leave***

- (a) Classified employees shall be granted bereavement leave without loss of salary for a period of five (5) days. If travel is required in excess of 250 miles or out of state the (5) days will be without loss of salary, however if travel in excess of 250 miles is not required, you may still take the (5) days, however only (3) of those days will be paid by the district. Employees may use any of their available leaves (Sick Days, PN, Vacation) or unpaid for the remaining (2) days. This leave shall be granted to an employee upon the death of a member of his/her immediate family as defined in Article 15.01(a).
- (b) Within 30 days of the first day of the leave, the employee shall provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- (c) Unit members shall be granted the use of one (1) day of personal necessity to attend the memorial/funeral services of a non-immediate family member.
- (d) A Unit member exercising this leave of absences provision shall notify the District as soon as possible the need for bereavement leave. The bereavement leave must be completed within three months of the date of death of the family member. The unit member shall also state the expected duration of the absence.
- (e) The initial bereavement leave will not be charged against other earned/accumulated leave.

#### ***Section 15.09 Pregnancy Disability Leave***

- (a) Employees are entitled to use sick leave for disabilities caused by, or contributed to, pregnancy, miscarriage, childbirth and recovery.
- (b) These leaves may not be used for child-care, child rearing, or pre-birth preparations.
- (c) The unit member and the treating physician shall determine the beginning, length and return for the employee.

- (d) This verification shall be submitted to the District.

***Section 15.10 Family/Medical/Baby Bonding Leave***

- (a) In the event an employee desires an unpaid leave of absence, the employee may request such leave for:
  - i) Birth of a child
  - ii) Adoption of a child
  - iii) Continued care after birth or adoption
  - iv) Foster child placement
  - v) Serious illness of a child, parent, spouse, or employee
  - vi) The employee may apply for this leave by submitting a written request to the District
- (b) When all available leaves of paid absence are exhausted, (sick leave, vacation) the employee shall be allowed to request an unpaid health leave or family medical leave under this Article.
- (c) Such leaves shall be granted according to the Family and Medical Leave Act and shall be considered as unrelated to any possible disability of the employee.

***Section 15.11 Jury Duty/Official Appearance***

- (a) Classified employees may be granted leave of absence to appear as a witness or to respond to an official order from another governmental jurisdiction, provided the reasons are not brought about through the connivance or misconduct of the employee.
  - i) If two (2) hours of the employees shift is left at the time the employee is dismissed from jury duty, the employee must report to his/her assigned work site.
  - ii) Employees receiving night differential pay shall be credited jury duty hours toward their regular workday.
- (b) Classified employees may be granted the opportunity to serve when called for regular jury duty.
- (c) Any compensation received for appearing in court or for jury duty (exclusive of mileage) shall be endorsed over to the District, and the employee shall receive full pay for the period.

- (d) A copy of the order to appear as a witness or to serve on a jury is required before leave will be granted.

***Section 15.12 Absence on District Business***

- (a) Absence with/without loss of salary and with/without expenses may be authorized with the District approval.
  - i) Absence with loss of salary would apply to those cases where the employee's salary was paid by another agency.

***Section 15.13 Military Leave***

- (a) Short-term Military Leave Thirty (30) days or less
  - i) Unit members shall be granted a leave of absence without loss of pay, within any one (1) fiscal year, in accordance with Board Policy and Military Veterans Code 395.01 (a).
- (b) Long-term Military Leave
  - i) Return from Military Leave
  - ii) Upon release from active duty, unit members shall be reinstated in his/her previous permanent position or another mutually acceptable position at the equal salary rate. Unit members continue to earn seniority during all military leave.

## ***Article 16. PROFESSIONAL GROWTH***

### ***Section 16.01 Eligibility***

- (a) Employees who attend seminars and/or classes outside of the normal workday at his/her expense to improve his/her job related skills may earn credit toward a salary bonus.
- (b) One of the following criteria must be met:
  - i) The subject matter of the course should relate directly to the position currently occupied by the unit member.
  - ii) The subject matter of the course should meet the requirements of the District's position for which the unit member is training.
  - iii) The courses required for a degree from an accredited college or university.

### ***Section 16.02 Required Number of Units/Equivalency***

- (a) In order to earn and receive said bonus an employee must accrue Twenty (20) semester units. A unit is equivalent to 15 hours of classroom, seminar, or workshop time.

### ***Section 16.03 Compensation***

- a) Fifty dollars (\$50) per month will be added for every district approved twenty (20) units taken after July 1, 2021, in compliance with section 16.05, Professional Growth. This stipend will be permanent if the units were completed while employed with the Lancaster School District.

### ***Section 16.04 Part Time Employees***

- (a) Employees working on a regular part-time basis shall receive a pro-rated amount of the payment described in Section 16.02 according to the relationship his/her workday bears to a full eight-hour shift.
  - i) Employees working six (6) hours or more will receive the full professional growth stipend.
  - ii) Employees working less than six (6) hours shall receive a pro-rated amount of the payment described 16.02 according to the relationship his/her workday bears to a full eight (8) hour day.

### ***Section 16.05 Professional Growth Window***

- (a) Professional Growth Forms – Forms 300 must be submitted for approval to Human Resources prior to course enrollment. Form 400 must be submitted to HRS in order to receive the professional growth stipend.

- (b) Coursework, taken while employed by the district, must be submitted at any time after the completion, while employed by the district.

## ***Article 17. CATASTROPHIC LEAVE***

The district and the Association agree that Catastrophic Leave shall be handled in the following manner:

### ***Section: 17.01 Definitions***

For the purposes of the Catastrophic Leave Program, the following definitions apply:

- (a) In order to qualify for catastrophic leave the employee must be unable to work any hours.
- (b) Catastrophic Illness or Catastrophic Injury means an illness or injury that incapacitates or is expected to incapacitate an employee for an extended period of time or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
- (c) Eligible Leave Credits mean vacation leave and sick leave accrued under Education Code Sections 44978 and 45191 to the donating employee.
- (d) Eligible Employee means an employee covered by this Agreement.
- (e) Member of the Family as defined in Article 18 of this Agreement.

### ***Section 17.02 Eligibility***

- (a) In order to qualify for catastrophic leave the employee must be unable to work any hours
- (b) A District employee may receive donated eligible leave credits for catastrophic illness or injury if all of the following requirements are met:
  - i) The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a request, found in the Appendix, to the CSEA Catastrophic Leave Committee that eligible credits be donated.
  - ii) The employee must provide verification of catastrophic injury or illness to the satisfaction of the CSEA Catastrophic Leave Committee.
  - iii) The CSEA Catastrophic Leave Committee must determine that the employee is in fact unable to work due to the employee's, or his/her family member's catastrophic illness or injury.
- (c) The employee requesting donated eligible leave credits must exhaust all of his/her earned paid leave prior to receiving donated eligible leave credits and must use any leave he/she continues to accrue on a monthly basis as it accrues prior to receiving eligible paid leave under the Catastrophic Leave Program.

- (d) An employee's use of donated leave shall run concurrently with the extended leave (five school months or 100 workdays).
- (e) An employee out on leave who is receiving additional income from Workman's Compensation is not eligible to apply for catastrophic leave until his/her Workman's Compensation funding has ended.
- (f) The employee must have a need to continue his/her leave and must provide verification of the need for catastrophic leave to the satisfaction of the CSEA Catastrophic Leave Committee.
- (g) An eligible employee may use eligible leave credits for a period not to exceed twelve (12) consecutive months.
- (h) The CSEA Catastrophic Leave Committee may require verification of a unit member's continuing eligibility for catastrophic leave.
- (i) Employees are responsible for monitoring their own Catastrophic Leave.

### ***Section 17.03 Procedure***

- (a) If a unit member desires to contribute on a voluntary basis, a number of sick or vacation leave days/hours toward a specified unit member's need it is the responsibility of the unit member who is contributing said days/hour to fill out the necessary form (Appendix G) and submit the completed form to the District payroll department. The District will then transfer said number of days or hours authorized to the unit member in need.
  - i) Transfers will be made (on a pro-rated basis) according to the order they are received.

### ***Section 17.04 Requirements***

- (a) It is understood that those days or hours transferred from a unit member are lost to said unit member when said days or hours have been used.
- (b) Catastrophic leave or vacation leave applies only to unit members when all of his/her personal sick or vacation days or hours are used.
- (c) Any disputes arising over qualifying illness will be settled by consensus of the CSEA Catastrophic Leave Committee.
- (d) Appeals will be made to the CSEA Executive Board.
- (e) Catastrophic leave may not be used for any of the following reasons:
  - i) Elective Surgery
  - ii) Personal necessity leave except as stated in Article 16 of this Agreement.

- iii) Normal pregnancy
- (f) CSEA Chapter # 297 (The Association) agrees to defend and indemnify the District against any grievance arbitration brought by any classified employee challenging the decision of the Catastrophic Leave Committee.
- (g) CSEA Chapter # 297 agrees the District's obligation and liability is limited to adding or reducing unit members' sick/vacation leave as per Article 16 and supplying the Association with accounting records necessary for the administration of the Catastrophic Leave Program.

## ***Article 18. DEFINITIONS***

Adjusted Hire Date	When an employee is reinstated or re-employed by the District following layoff or resignation. The date of hire will be adjusted forward to reflect the time of absence which now becomes his/her Seniority Date
Assigned Work Site	Location the District normally assigns the employee to work.
Association	The California School Employee Association (CSEA)
Catastrophic Illness/Injury	Illness or injury that incapacitates or is expected to incapacitate an employee or a member of the employee's family for an extended period of time or whose incapacity requires the employee to take time off from work for an extended period of time.
Class Seniority	Ranking of employees based on hire date in classification. (Adjusted if applicable)
Class	A group of positions similar in duties and responsibilities with the same descriptive title and substantially the same requirements of education, experience, knowledge, and abilities.
Classification	Positions with the same job description and salary range.
Classification Study	A study to determine the duties and responsibilities assigned or delegated to a position. The classification title is a definite, descriptive designation of an employee's position. A written description of class duties and responsibilities of a position and the qualification requirements demanded of position incumbents exists.
Consultant	Any person not employed by the Lancaster School District who provides expertise in a specific area of interest for a short period of time.
Date of Hire	The date the employee is officially hired into the Lancaster School District including the probation period. (Adjusted if applicable)
Demotion	Employee in a promotional position who does not pass a probationary period in the classification.

District Seniority	Ranking of employees based on hire date (Adjusted if applicable)
District	The Lancaster School District
Eligible Employee	An employee covered by this Agreement
Eligible Leave Credits	Vacation leave and sick leave accrued under Education Code Sections 44978 and 45191 to the donating employee
Employer	Another name for the Lancaster School District
Employee	One who works for the Lancaster School District and is represented by an exclusive representative as defined by Government Code Section 3540 (hereafter exclusive representative)
Full-time Employee	Any employee who works 8 hours per day and 12 months per year
Grievance	A claim by one or more specifically named bargaining unit employees or by the Association that there has been a violation of an article of this Agreement, which personally and adversely effects the grievant(s)
Grievant	An Employee, a Group of Employees or The Association
Group/Class Grievance	Filed when there are mutually agreed upon common questions of fact pertaining to each grievant
HRS	Human Resource Services
Immediate Family/Member of the Family	Children, stepchildren, parents, grandparents, uncles, aunts, nieces, nephews, brothers, sisters, grandchildren, legal guardian, foster children, brother-in-law, sister-in-law, of the unit member, spouse, or designated domestic partner, or any relative of the unit member, spouse, or designated domestic partner living in the immediate household.
Involuntary Transfer	Any transfer initiated by the District
Management Personnel	A member of LEAD (Lancaster Education Administrative Design)
Non-Working Hours	Hours the employee is in unpaid status
Open Position	A vacated position in any classification that will be filled

Permanent Employee	An employee who has completed a six (6) month probationary period
Probationary Period	A trial period of six (6) months not counting sick leave, industrial accident, and/or vacation days, immediately following initial employment
Reclassification	Negotiated through CSEA. A change in classification due to the gradual expansion of unit member(s) duties.
Seniority	See Class and District Seniority
Short Term Employee	Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services, will not be extended or needed on a continuing basis.
Substitute Employee	Any person employed to replace any classified employee who is temporarily absent from duty or any person employed in a vacant position that is in the process of being filled by the District. (Not to exceed sixty (60) calendar days regardless of number of substitutes used.)
Transfer	Any District action that results in the movement of a unit member from one work site to another or one position to another within that classification. A transfer is a change of location or position within the same classification. <i>An increase in working hours within the same classification is not considered to be a promotion.</i>
Vacant Position	A vacated position in any classification that will not be filled due to lack of need or funding.
Voluntary Transfer	Initiated by the unit member
Witness	Any person with pertinent information regarding the grievance. Either party in the grievance shall have the right to request a list of witnesses pertinent to the grievance (at any stage)

## ***Article 19. CONCERTED ACTIVITIES***

### ***Section 19.01 Prohibited Activities***

- (a) The District and the Association recognize that the continuation of the educational process is of utmost importance and that differences between the parties shall be, if possible, settled by peaceful means without interruption of the educational process.
- (b) In consideration of this recognition, the Association, its agents, its employees, its Executive Board, or any unit member will not:
  - i) Engage, encourage, instigate, interfere with, support or condone any strike, work stoppage, “slow down”, “sick-out”, or any other concerted, coordinated refusal of failure to perform required work.
- (c) The Association recognizes its obligation to comply with the Agreement and exert best efforts to discourage any of the above listed acts by any unit member.
- (d) The District also agrees not to engage in a lockout or similar strategy to force the Association to concede to a demand or for retribution for legal actions.

### ***Section 19.02 Penalty for Violation***

- (a) Violation of this article by any unit member covered by this Agreement may constitute cause for disciplinary action up to and including termination.

### ***Section 19.03 Legal Enforcement***

- (a) The Association acknowledges the District’s right to enforce this Article by any available legal means.

## ***Article 20. EFFECT OF THE AGREEMENT***

### ***Section 20.01 Zipper Clause***

- (a) The terms and conditions set forth in this Agreement represent the full and a complete understanding and commitment between the District and the Association.
- (b) It is agreed that during the term of this Agreement, the parties waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject covered in this Agreement.
- (c) Nothing herein shall preclude the parties from mutually agreeing to re-opening negotiations on any of these matters.
- (d) Both parties agree to negotiate any issue brought forth and not covered by this agreement and which falls within the scope of Government Code 3543 (Scope of Bargaining).

### ***Section 20.02 Suppression Clause***

- (a) This Agreement shall supersede any and all policies or rules and regulations, or practices of the District that are contrary to or inconsistent with the terms and conditions of this Agreement.

### ***Section 20.03 Savings Clause***

- (a) If any article or section of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event that any article or section is held invalid as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the Association or the District, for purpose of arriving at a mutually satisfactory replacement for such article or section.
- (b) The impact on this contract caused by any changes in the California Education Code referenced in this contract may be negotiated upon the request of either party.

### ***Section 20.04 Changes, Amendments, and Supplements***

- (a) This agreement shall be subject to change, amendment, or supplement at any time by mutual consent of the Parties. Any such change amendment, or supplement Agreement shall be reduced to writing, signed by the parties, and submitted to the Association and the Board of Trustees of the District for ratification. When ratified by the Association and the Board of Trustees of the District, the change, amendment, or supplemental Agreement will be implemented.

***Section 20.05 Ratification and Implementation***

- (a) When the Association and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the Association and the Board of Trustees of the District for ratification. When the Association and the Board of Trustees of the District have ratified the Agreement, it shall be implemented in accordance with terms.

## ***Article 21. TERM***

This Agreement shall become effective upon ratification of the Association and the Board of Trustees and shall remain in full force and effect up to and including June 30, 2025.

There shall be re-openers each year of the contract. They shall be Article IV Salary, Article V Employee Benefits, and two (2) other articles of the Association choice. The District may also designate two other articles.

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

Lancaster School District

California School Employees Association  
Chapter 297

\_\_\_\_\_  
Mike Davis  
Assistant Superintendent

\_\_\_\_\_  
Kristina Wilson  
Chapter #297

\_\_\_\_\_  
Dr. Paul Marietti  
Superintendent

\_\_\_\_\_  
Chris Fujioka  
CSEA Labor Representative

## LIST OF APPENDICES ATTACHED TO THE CONTRACT

- Appendix A: Salary Schedule
- Appendix B: Catastrophic Leave Request Form
- Appendix C: Catastrophic Leave Donation Form
- Appendix D: Record of Informal Grievance Meeting
- Appendix E: Evaluation Form
- Appendix F: Vacation Request Form
- Appendix G: Safety Hazard Reporting Form