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A G R E E M E N T

between the

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

Chapter 82

July 1, 2022 – June 30, 2025

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1 ARTICLE I: PARTIES TO AGREEMENT

2 This is an agreement made and entered into this twenty-seventh day of April, 2022,
3 between the Fullerton Union High School District (hereinafter referred to as “District”)
4 and the California School Employees Association, Chapter 82 (hereafter referred to as
5 “Association”).

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21 10/8/86; 1/10/89; 12/3/91; 4/20/93; 5/16/96; 9/14/99; 12/10/02; 9/06/05; 10/15/08;

22 10/18/11; 12/10/13; 11/30/16; 3/21/18; 4/27/22

1 ARTICLE II: RECOGNITION

2 The Fullerton Union High School District grants exclusive recognition to the California School
3 Employees Association and its Fullerton High Chapter 82 (CSEA), for the employees in the
4 bargaining unit which is comprised of all classified positions, excluding confidential, supervisory and
5 management employees. It is agreed that if management seeks to have a bargaining unit position
6 placed in a confidential, supervisory or management position, it will meet and confer upon request of
7 the exclusive representative.

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1 ARTICLE III: MANAGEMENT RIGHTS

2 It is understood and agreed that the District retains all of its powers and authority to direct, manage
3 and control to the full extent of the law. The District recognizes its responsibility to inform
4 management and supervisory personnel of the provisions of the master contract. Included in, but not
5 limited to, those duties and powers are the exclusive right to: determine the organization; direct the
6 work of its employees; determine the times and hours of operation; determine the kinds and levels of
7 services to be provided, and the methods and means of providing them; establish its educational
8 policies, goals and objectives; insure the rights and educational opportunities of students; determine
9 staffing patterns; determine the number and kinds of personnel required, maintain the efficiency of
10 District operations; determine the curriculum; build, move or modify facilities; establish budget
11 procedures and determine budgetary allocation; determine the methods of raising revenue; contract out
12 work following guidelines of Education Code 45103.1; and take action on any matter in the event of
13 an emergency. In addition, the Board retains the right to hire, establish, eliminate or change
14 classifications (per Article VII - Reclassifications), determine qualifications of employees, assign,
15 evaluate, promote, train, transfer, demote, layoff, and to suspend, discipline and terminate employees
16 for cause.

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

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1 The District retains its right to amend, modify or rescind policies and practices referred to in this
2 Agreement in cases of emergency. “Emergency” shall be defined as cases of civil defense, natural
3 disasters, man-made emergencies, epidemics, or acts of God. The determination of whether or not an
4 emergency exists is solely within the discretion of the Board and is expressly excluded from the
5 provisions of Article IX (Grievance Procedure).

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23 2/6/79; 9/14/99; 9/6/05; 10/15/08

1 ARTICLE IV: ASSOCIATION RIGHTS

2 The Association recognizes its responsibilities to consistently and thoroughly inform unit members
3 of the provisions of the master contract. In fulfilling this responsibility, the Association will have the
4 opportunity to use school and District resources as provided below:

5 The Association will have the opportunity to use District facilities and equipment under the Civic
6 Center provisions, as long as such use does not interfere with District programs.

7 Association representatives may post notices on the employee bulletin board in accordance with
8 established District guidelines. The Association bulletin board shall be maintained by Association
9 representatives. The Association may make reasonable use of mailboxes with a copy of each
10 communication provided to the local administrator. The Association may make reasonable use of the
11 District mail service and technology in accordance with the District's Acceptable Use Policy for
12 purposes of communication.

13 The District will annually provide names and work locations of current members and new unit
14 members as employed.

15 Upon hire, the District Human Resources Division shall provide new bargaining unit members
16 with CSEA information packets as provided by the Chapter.

17 Bulletin Board Guidelines

18 Any person desiring to have information posted on a District bulletin board shall provide to the
19 local administrator (Director/Principal) one (1) copy of the material to be posted prior to the placement
20 of the material on the bulletin board.

21 All posted materials must be dated and list the name of the person who requested the material be
22 posted, and the name of the organization being represented.

1 Unauthorized, obscene or defamatory material shall not be placed on a bulletin board. Each
2 bulletin board shall be periodically reviewed for outdated material to assure that adequate space is
3 available for material that must be posted upon such bulletin boards (i.e., OSHA, pay periods).

4 The District will provide the total number of days of release time (not to exceed 30 days) for the
5 Association to have the delegates attend the annual CSEA State conference. The association president
6 or designated person will be provided release time as agreed upon by the Superintendent or designee
7 to handle association matters.

8 Questions regarding the above should be directed to the Assistant Superintendent, Human
9 Resources.

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23 9/7/82; 3/4/86; 9/14/99; 12/10/02; 9/6/05; 11/30/16

1 ARTICLE V: DEFINITIONS

2 The District and Association agree that the following definitions shall be utilized in the
3 interpretation of this agreement:

4 “Board of Trustees” - An agency of the state for government and management of the District.

5
6 “Employee” - One who works for the District and is represented by the exclusive
7 representative as defined in Article I in the bargaining unit.

8 “Employer” - The District who employs the services of those employees represented by
9 an exclusive bargaining unit.

10 “Immediate Family” - The spouse, mother, father, grandmother, grandfather, grandchild, son,
11 son-in-law, daughter, daughter-in-law, current brother-in-law, current
12 sister-in-law, brother, or sister of the employee; mother, father,
13 grandmother, grandfather, grandchild of the spouse of the employee; any
14 relative living in the immediate household of the employee.

15 “Supervisor” - Officer of the District (or District administrator) to whom an employee
16 represented by an exclusive bargaining agent or unit is immediately
17 accountable.

18 “Immediate Supervisor” - Officer of the District to whom an employee represented by an exclusive
19 bargaining agent or unit is immediately accountable.

20 “District” - Synonymous with Employer and Board of Trustees.

21 “Probationary Period” - The six (6) month period of continuous service starting on the effective
22 date of hire.

1 ARTICLE VI: DUTY HOURS

2 The District and the Association agree to the following duty hour provisions:

3 1. Workweek

4 A. The regular workweek for full-time employees shall be forty (40) hours rendered in units of
5 eight (8) hours, excluding non-paid lunch periods.

6 B. The workweek shall consist of five (5) consecutive workdays for all employees rendering
7 service averaging four (4) hours or more per day during the workweek.

8 C. The District retains the right to extend the regular workday or workweek when it is deemed
9 necessary to carry out the District's business.

10 2. Workday

11 The workday for all employees shall be established and regularly fixed by the District in order to
12 meet the District's educational goals and objectives.

13 3. Lunch Period

14 A minimum of a thirty (30) minute duty-free, non-compensated lunch period shall be provided all
15 employees who render service of at least six (6) consecutive hours. The lunch period shall be
16 assigned by the immediate supervisor to occur at approximately the mid-point of the workday.

17 4. Rest Period

18 A fifteen (15) minute compensated rest period shall be provided all employees for each
19 consecutive four (4) hour period of service. The rest period herein described shall be taken at the
20 direction of the immediate supervisor to occur at approximately the mid-point of each consecutive
21 four (4) hour period of service.

22 5. Overtime

1 A. Overtime compensation shall be provided employees who provide service to the District for
2 five (5) consecutive workdays averaging four (4) or more hours per day and who are directed
3 by their immediate supervisor to work in excess of eight (8) hours in any one day, or in excess
4 of forty (40) hours in any calendar week. The overtime compensation rate is based on an
5 employee's regular rate of pay, including shift differential and is computed as follows:

6 "Time and one-half" for all hours in excess of eight (8) hours in one day or in excess of
7 forty (40) hours in one week for which an overtime premium has not previously been
8 earned. "Double" time for all hours worked in excess of eight (8) hours on the sixth (6th)
9 consecutive day of the workweek for all hours on the seventh (7th) consecutive day of the
10 workweek.

11 Overtime and compensatory time shall be reported on the Employee Overtime Authorization
12 Form on a monthly basis.

13 B. Employees excused from work because of holidays, sick leave, vacation, compensatory time or
14 other paid leave of absence shall be allowed to utilize the time off as time worked for the
15 purpose of computing the number of hours worked for "overtime" service credit.

16 C. Employees directed and authorized by the immediate supervisor and who serve (5) consecutive
17 workdays averaging less than four (4) hours per day shall be compensated on the sixth (6th) or
18 seventh (7th) day at time and one-half of the employee's regular rate of pay.

19 D. Employees authorized to take compensatory time off in lieu of cash compensation for
20 authorized overtime shall take the compensatory time off within one year. The compensatory
21 time accrued shall not exceed 100 hours. All compensatory time accrued but unused in excess
22 of 100 hours shall be paid at the appropriate overtime rate based upon the employee's regular
23 rate of pay.

1 E. In no case will overtime premium be pyramided, compounded, or paid twice for the same time
2 paid.

3 F. Overtime shall be offered by classification at each site by the immediate supervisor as
4 equitably as practicable on a rotating basis. In the event that no eligible employee within the
5 classification at the site accepts the overtime, the opportunity shall be offered to other
6 employees within the District.

7 6. Minimum Call-In Time

8 An employee called in to work on a day when the employee is not regularly scheduled to work
9 shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

10 7. Call-Back Time

11 An eight (8) hour employee called back to work after completion of his/her regular assignment
12 shall be compensated for at least two (2) hours of work at the overtime rate.

13 8. Summer School

14 Agreement to the following will be used in the selection of summer school personnel for classified
15 employees: Notice of all known vacancies by May 1 will be announced and posted May 15.
16 Vacancies that become available after May 1 will be filled at the earliest opportunity for the
17 benefit of the District. Applications for summer school shall be available in the Human Resources
18 Office. The Assistant Superintendent, Human Resources, may assign personnel to the vacancies.
19 The District shall employ the most qualified individual for the available position. Preference will
20 be given to qualified applicants on the site of the vacancy. If an employee has been denied
21 summer school employment, he/she may request a reason for refusal.

22 9. Summer Work Schedule

1 The District may begin or end a Flexible Summer Work Schedule for individual unit members
2 based upon efficiency of operations for the District. The District may begin or end a Flexible
3 Summer Work Schedule at any time between the first Monday, after the final day of the regular
4 school year and the last Friday, one calendar week before the beginning of a new school year. A
5 unit member may be assigned to work Monday – Thursday, for a maximum of 10 hours per day,
6 with every Friday, Saturday, and Sunday as scheduled days off.

7 Unit members who regularly work an eight (8) hour schedule and who are assigned to a Flexible
8 Summer Work Schedule will be allowed to use a maximum of two (2) vacation hours per day, if
9 accrued vacation leave is available, at the end of their assigned work hours to reduce their scheduled
10 daily work hours. This use of leave will be reported on the Employee Leave Request Authorization
11 form. These unit members who wish to request additional vacation/comp time leave during the
12 Flexible Summer Work Schedule may use vacation/comp time leave only if there is advanced
13 written approval by the employee’s immediate supervisor and the unit members have the accrued
14 leave available.

15 All unit members who regularly work less than eight (8) hours and all unit members who are
16 assigned to a Regular Work Schedule, during the summer work schedule, may not use vacation leave
17 to reduce their scheduled work hours unless there is advanced written approval by the employee’s
18 immediate supervisor and the unit members have the accrued leave available. Unit members who
19 regularly work less than an eight (8) hour schedule per day may have their regularly assigned daily
20 hours prorated over a four (4) day work schedule, while maintaining Friday, Saturday, and Sunday as
21 scheduled days off.

22 All unit members assigned to the Maintenance and Operations Division and unit members
23 assigned as Custodial and Grounds Workers and Custodial and Grounds Workers – Lead positions

1 at District sites may be assigned to a Flexible Summer Work Schedule of Friday, Saturday, and
2 Sunday off or Saturday, Sunday, and Monday off; these unit members may also be assigned to a
3 regular work schedule, based upon efficiency of operations for the District.

4 All unit members will be assigned a Regular Work Schedule for the week in which the July 4th
5 holiday falls. Unit members will not be scheduled to work on the July 4th holiday and will receive
6 holiday leave, a maximum of eight (8) hours for that day.

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1 ARTICLE VII: COMPENSATION

2 The District and the Association agree that the employee shall be compensated in accordance with
3 the classified salary schedule included in Appendix A.

4 Effective for the 2022/23 Fiscal Year

5 The salary schedule for the 2022/2023 year is attached hereto as Appendix A. A four and one-half
6 percent (4.5%) on-schedule increase shall be reflected on the 2022/2023 classified salary schedule.

7 In the event the 2022/23 COLA is finalized (as determined by the Department of Finance) at
8 greater than the estimated 5.33%, the classified salary schedule shall be increased by eighty percent
9 (80%) of the increased COLA and Appendix A shall be amended. For example, if the final COLA is
10 6.33% we would calculate the increased COLA by one percent (1%), therefore eighty percent (80%)
11 of the one percent (1%) will require an additional eight tenths of a percent (0.8%) to the agreed upon
12 four and one-half percent (4.5%), which would result in a total of five and three-tenths percent (5.3%)
13 increase to the salary schedule.

14 Effective for the 2023/24 Fiscal Year

15 A three percent (3.0%) on-schedule increase shall be applied to the 2022/23 Classified salary
16 schedule. Additionally, an off-schedule payment of 3.0 % shall be paid at the end of the 2023/24
17 school year. This one-time 3.0 % payment shall be applied to the June 2024 paycheck. Business
18 Services will verify active employees as of May 1, 2024 and calculate the 3.0% based on the
19 employees' annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated
20 depending on the hire date).

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1 Effective for the 2024/25 Fiscal Year

2 The 2022/23 classified salary schedule shall be increased by seventy-five percent (75%) of the
3 final 2024/25 COLA as determined by the Department of Finance. For example, should the final
4 2024/25 COLA be 3.64%, the classified salary schedule shall be increased by 2.73%.

5 Additionally, an off-schedule payment of 2.5% shall be paid at the end of the 2024/25 school
6 year. This one-time 2.5% payment shall be applied to the June 2025 paycheck. Business Services will
7 verify active employees as of May 1, 2025 and calculate the 2.5% based on the employees' annual
8 salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the
9 hire date).

10 1. Temporary Duty Compensation

11 Employees who are required and directed by their immediate supervisors to perform higher level
12 duties inconsistent with their assigned duties for five (5) days or more within a fifteen (15) day
13 calendar period shall be compensated at not less than five percent (5%) above the employees'
14 regular rate of pay or at Step A of the new salary range, whichever is greater.

15 2. Shift Differential Compensation

16 A. An eight (8) hour employee assigned to the second or third shifts who works four (4) hours or
17 more per day during the second or third shift and on a regularly assigned basis shall receive a
18 shift differential compensation at the rates listed below for the total number of hours worked
19 each day. The normal beginning and ending workday for each shift is:

20	<u>Shift</u>	<u>Workday</u>
21	First	7:30 a.m. - 4:00 p.m.
22		8:00 a.m. - 4:30 p.m.
23	Second	3:30 p.m. - 12:00 a.m.

1 4:00 p.m. - 12:30 a.m.

2 Third 12:00 a.m. - 8:30 a.m.

3 A forty-five (45) cents per hour shift premium will be paid to employees who work four (4)
4 hours or more and whose work hours span the second shift a majority of the time worked on a
5 regularly assigned basis. A fifty-five (55) cents per hour shift premium will be paid to
6 employees who work four (4) hours or more and whose work hours span the third shift a
7 majority of the time worked on a regularly assigned basis.

8 B. An employee receiving shift differential compensation (shift premium) shall not lose such
9 compensation if he/she is temporarily (for 20 working days or less) assigned to a shift not
10 entitled to such compensation.

11 3. Promotion Compensation

12 Employees “permanently” assigned by the District to a position within the unit which is
13 compensated at a higher salary range than their present salary range shall be deemed to have been
14 promoted and shall receive at least five percent (5%) above the compensation rate to which they
15 were previously assigned or at Step A of the new salary range, whichever is greater.

16 4. Demotion Compensation

17 Employees “permanently” assigned by the District to a position within the unit which is
18 compensated at a lower salary range than their previously assigned salary range shall be deemed to
19 have been demoted and shall be placed at the appropriate salary range for the position
20 classification to which they have been assigned and shall be placed on the same salary range
21 increment (step) of the demoted salary range as previously held.

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1 5. Salary Range Increments

2 An employee shall receive a salary range increment after satisfactory completion of the
3 probationary period. Each year thereafter, an employee who has performed in a “satisfactory”
4 manner as described in his/her most recent performance evaluation shall be advanced one
5 increment (range) on the salary schedule until maximum increment (range) is reached.

6 6. Salary Increment Date

7 An employee’s salary increment date shall be the first day of the month that an employee
8 satisfactorily completes his/her probationary period and attains permanent status.

9 7. Anniversary (Longevity) Increment

10 After 10 continuous years of service, an employee shall receive a salary anniversary (longevity)
11 increment of 2-1/2% of the appropriate range in his/her step. After 15 continuous years of service,
12 the salary anniversary (longevity) increment will be increased from 2-1/2% to 5% of the
13 appropriate range in the salary step. After 20 continuous years of service, the salary anniversary
14 (longevity) increment will be increased from 5% to 6.35% of the appropriate range in the salary
15 step.

16 8. Reclassifications

17 It is understood and agreed that the District retains discretion in the reclassification of specific job
18 classifications in accordance with the following provisions:

19 A. The CSEA President will receive written notice of a reorganization, classification or
20 reclassification prior to such reorganization, classification or reclassification being submitted to
21 the Board of Trustees for approval.

- 1 B. The CSEA President and one CSEA designated representative shall meet with an equal number
2 of District representatives on paid release time to review such proposed reorganization,
3 classification or reclassification.
- 4 C. The parties shall meet at least for two (2) separate meetings and additional meetings if
5 mutually agreed. The two (2) meetings will be held within fifteen (15) days of the time CSEA
6 has been notified of the contemplated reorganization, classification or reclassification.
- 7 D. The CSEA President, or designee, and the Superintendent's designee will prepare a report
8 setting forth its conclusions to the Superintendent before any changes are implemented. All
9 discussion up to the level of approval by the Board of Trustees will be held in confidence.
- 10 E. CSEA has the right to negotiate the impact upon an affected employee's working conditions, if
11 any, after the implementation of the reorganization, classification or reclassification. It is
12 agreed and understood that any such negotiations shall not prevent the District from
13 implementing the reorganization, classification or reclassification prior to the conclusion of
14 such negotiation.

15 When a position or an entire class of positions is reclassified, the incumbent(s) in the
16 position(s) shall be entitled to serve in the new position(s).

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23 9/7/82; 3/4/86; 1/10/89; 9/14/99; 12/10/02; 9/6/05; 10/15/08; 10/18/11; 11/30/16; 3/21/18; 4/27/22

1 ARTICLE VIII: EMPLOYEE INSURANCE BENEFITS

2 The District shall provide negotiated insurance benefits as specified within the master contract(s)
3 between the District and the respective insurance providers the District selects. A brief summary of
4 those benefits is included in brochures provided by the insurance providers. Those summaries
5 provided by the insurance providers are based upon the terms and conditions of the master insurance
6 policy contract(s) maintained in the Human Resources Division of the Education Center.

7 1. Eligibility

8 The District shall provide medical, dental, vision, and life insurance plans for employees who
9 regularly work twenty (20) or more hours per week, seventy-five percent (75%) or more of a
10 school year. “Seventy-five percent of a school year” means 195 working days including holidays,
11 sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day.

12 2. District Contribution

13 The District will provide each qualified employee with medical, dental, life, and vision
14 insurance. The District will make available medical, dental and vision insurance for the
15 dependents of qualified employees as set forth in this article.

16 For the period January 1, 2012, through June 30, 2013, the District will provide each qualified
17 employee with hospital, accident, major medical, vision, and dental insurance plans for employees
18 and dependents, and life insurance for employees. Eligible employees shall qualify for insurance
19 benefits. The District’s maximum contribution will be 100% Kaiser Plan A or 100% HMO Plan A
20 or the District provided equivalent. The District will provide a maximum contribution of 86.75%
21 for the PPO Plan A or the District provided equivalent.

22 Any cost above the District maximum contribution will be paid by unit members through
23 payroll deduction.

1 Medicare eligible retirees, spouses and/or registered domestic partners shall utilize Medicare as
2 their primary insurance.

3 Employee Life Insurance

4 The District shall provide each qualified employee a \$50,000 life insurance policy. Employees
5 may apply for supplemental insurance coverage. The supplemental coverage premium is to be
6 paid through payroll deduction.

7 Unit members not eligible for full benefits under the District's insurance plan are entitled to
8 purchase insurance at the actual cost to the District. Part-time employees, working 50 percent or
9 more and less than 100 percent, desiring District insurance coverage for the employee and/or
10 dependents shall complete a District payroll deduction form for the additional premium cost.

11 Part-time eligible employees desiring District insurance coverage for the employee and/or
12 dependents shall complete a District payroll deduction form for the additional premium cost.

13 All part-time employees covered by this agreement working less than eight (8) hours per day,
14 but four (4) hours or more per day shall have the medical, dental, vision, and life insurance
15 benefits premiums paid by the District covering the employee only.

16 Eligible unit members with a spouse or domestic partner who is also an eligible employee, and
17 who were both covered by the District insurance plan prior to January 1, 2015, shall be required to
18 designate one employee as the primary insured. In exchange, the District will contribute \$2,500
19 annually, to each employee, subject to deductions and withholding.

20 Within one week of the release of the final insurance rates each fall, the CSEA negotiating
21 team members will meet with management to discuss the plan selection and how any out-of-pocket
22 expenses will be allocated amongst the unit members.

23

1 3. Leave of Absence

2 A. The District shall continue to contribute an employee's premium contribution while on "paid"
3 leave status in the same manner as if the employee had remained in regular service.

4 B. Employees on District-approved non-paid leaves of absence may elect to continue coverage for
5 themselves by mailing the entire premium payment required for coverage, made payable to
6 Fullerton Joint Union High School District, and submitted to the Human Resources Office no
7 later than the first of the month in which coverage is requested.

8 4. Cancellation

9 The employee insurance coverage under the District's master insurance contract(s) shall be
10 canceled under the following conditions:

11 A. The leave expires and the employee does not return to active duty.

12 B. A premium payment is not received in the District Human Resources Office by the last
13 workday of the preceding month.

14 5. Medical Insurance Upon Retirement

15 All regular Full-time employees covered by this agreement, and those Regular Full-time
16 Employees on any District reemployment list, as of July 1, 2011, who at age 55, 56, or 57, retire
17 from active service under the State Public Employees' Retirement System provisions after ten (10)
18 years of continuous service in the District shall be entitled to medical, vision, life, and dental
19 insurance benefit coverage, as provided for regular Full-time employees as immediately prior to
20 retirement. All Regular Full-time Employees hired after July 1, 2011, who at the age of 55, 56, or
21 57 retire under the State Public Employee's Retirement System provisions after fifteen (15) years of
22 continuous service in the District shall be entitled to medial, vision, life, and dental insurance
23 coverage, as provided for Regular Full-time Employees as immediately prior to retirement. These

1 benefits will cease for the employee and his/her dependents upon the death of the employee or at
2 age 65, whichever occurs first.

3 A Regular Full-time Employee covered by this agreement, and those Regular Full-time
4 Employees on any District reemployment list, hired before July 1, 2011, who attains age 58 and
5 retires from active service under the State Public Employees' Retirement System provisions after
6 ten (10) years of continuous service in the District shall be entitled to medical insurance benefit
7 coverage as immediately prior to retirement. All Regular Full-time Employees hired after
8 July 1, 2011, who attain age 58, retire under the State Public Employees' Retirement System
9 provisions after fifteen (15) years of continuous service in the District shall be entitled to medical
10 coverage, as provided for Regular Full-time Employees as immediately prior to retirement.
11 Medicare eligible retirees, spouses and/or registered domestic partners shall utilize Medicare as
12 their primary insurance. These benefits will cease for the employee and his/her dependents upon
13 the death of the employee or at age 65, whichever occurs first.

14 6. Supplemental Incentive Retirement Program (SIRP)

15 The SIRP program shall be provided if the guaranteed annuity rate will result in at least no cost
16 to the District for the program. The determination of whether the program is to be at no cost to the
17 District shall be decided by the District at its sole discretion. If the guaranteed annuity rate is such
18 that the program cannot be provided at no cost for a specific employee group, the Board may elect
19 not to provide the program to that group.

1 7. Payment of Premium

2 An employee electing optional coverage shall submit the entire premium payment made
3 payable to Fullerton Joint Union High School District and submitted to the Human Resources
4 Office no later than the first of the month in which coverage is requested.

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22 9/6/83; 11/29/84; 3/4/86; 4/5/88; 1/10/89; 12/3/91; 4/20/93; 5/16/96; 9/14/99; 12/10/02; 9/6/05;

23 10/15/08; 10/18/11; 12/10/13; 11/30/16

1 ARTICLE IX: GRIEVANCE PROCEDURE

2 1. Definitions

3 A. "Grievance" - an alleged violation of a specific provision of this Agreement
4 which adversely affects the grievant. This grievance procedure
5 shall not be used to challenge or change policies, regulations or
6 procedures of the District which are not included in this
7 Agreement, nor shall the grievance procedure be used for other
8 matters for which specific methods of review are provided by
9 law, or District policies, rules or regulations.

10 B. "Grievant" - The Association or an employee covered by this Agreement
11 filing a grievance. In a case of multiple grievance claims on
12 the same issue, the District may elect to hear only the first
13 written grievance filed and the decision rendered shall be
14 applicable to all claims on the same issue arising from the same
15 set of circumstances.

16 C. "Conferee" - the Association President and/or any Association representative
17 selected by the grievant to assist the employee in presenting
18 and processing the claimant's grievance, except as limited in
19 Level I of this procedure. An immediate supervisor with
20 whom a grievance is filed may also choose a representative in
21 processing grievances, except as limited in Level I.

- 1 D. "Association" - the employee organization recognized by the Board of Trustees
2 as the exclusive representative for the unit of employees
3 covered by this Agreement.
- 4 E. "Days" - any day on which the Education Center of the District is open
5 for business.
- 6 F. "Immediate Supervisor" - the first level supervisor having immediate jurisdiction over the
7 grievant, and who has been designated as being immediately
8 accountable.
- 9 G. "District Grievance Form" - a District provided electronic form completed in writing or
10 electronically.

11 2. General Provisions

- 12 A. The purpose of the procedure is to attempt to secure equitable solutions to grievances. All
13 parties agree that these proceedings will be kept informal and confidential and that the grievant
14 and immediate supervisor should attempt to resolve the grievance at the informal level.
- 15 B. The filing of a grievance shall in no way interfere with the right of the Board of Trustees to
16 proceed in carrying out its management responsibilities subject to the final decision of the
17 grievance. In the event the alleged grievance involves an order, requirement, or other
18 directive, the grievant shall fulfill or carry out such order, requirement, or other directive,
19 pending the final decision of the grievance.
- 20 C. Nothing contained herein will be construed as limiting the right of any grievant to discuss a
21 grievance informally with his immediate supervisor or to have the grievance adjusted prior to
22 Level II, without intervention of the Association, provided that the adjustment is not
23 inconsistent with the terms of this agreement.

- 1 D. The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor
2 with whom it may be filed.
- 3 E. The employee and immediate supervisor shall have the right, except at Level I, to include in
4 the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the
5 grievance. These names shall be made available to both parties upon request. Such witnesses
6 shall be in addition to the conferee that either party may select.
- 7 F. Although a specific time period is provided for administrative decisions at each level of their
8 grievance procedure, it is recognized that multiple grievance claims must be processed in a
9 sequential manner. Consequently, at each level of the procedure, grievance claims shall be
10 assigned consecutive numbers based upon the time and date on which written grievances are
11 received by Human Resources. Supervisory personnel shall process such numbered grievances
12 in a sequential manner provided by Human Resources, following a pattern that first filed will
13 be first considered. An employee who fails to comply with the time limits established in this
14 procedure shall forfeit all rights to apply the grievance procedure for the alleged contract
15 violation. However, time limits at each level may be adjusted by mutual consent.
- 16 G. Once a grievance arising from a particular incident or incidents or circumstance or
17 circumstances has been resolved, another grievance based on that particular incident may not
18 be filed.
- 19 H. Supervisory personnel shall not be required to consider more than one grievance claim per day
20 and time limits shall be adjusted, as necessary, to accommodate this provision. The processing
21 of grievances shall not be permitted to interfere with the efficient operation of the District.

1 I. In a case of multiple grievance claims arising from the same issue and the same set of
2 circumstances, the District may elect to hear only the first written grievance filed and the
3 decision rendered shall be applicable to all other claims.

4 J. The District shall provide electronic copies of the grievance forms for each level and post the
5 forms on the District website. Upon request, the District shall provide hard copies to
6 employees. The form must be submitted in person to Human Resources.

7 4. Informal Procedure

8 Level I

9 Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the employee
10 could reasonably have known of the occurrence of the act or omission giving rise to the grievance,
11 the employee must orally discuss his/her alleged grievance with his/her immediate supervisor. The
12 employee shall meet with the immediate supervisor as often as mutually agreed to discuss the
13 alleged grievance in an attempt to resolve it informally. A conferee may be present provided that
14 the conferee is requested by the grievant and that the supervisor is notified in advance. If the
15 potential grievance is not resolved at this level, the employee may proceed to Level II.

16 5. Formal Procedure

17 Level II

18 Within thirteen (13) days from the initiation of the grievance at the informal level of the
19 occurrence, or within thirteen (13) days of when the employee could reasonably have known of the
20 occurrence of the act or omission giving rise to the grievance, the grievant must present his/her
21 grievance in writing on the District form to his/her immediate supervisor. This District form shall
22 contain a clear and concise statement of the grievance, the circumstances involved, the decision
23 rendered at the informal conference and the specific remedy sought.

1 The immediate supervisor or his/her supervisor, if the immediate supervisor is not available to
2 respond, shall communicate a decision to the grievant in writing within thirteen (13) days after the
3 immediate supervisor or his/her supervisor (in case of the immediate supervisor being unavailable)
4 received the grievance.

5 Within the above time limits, either party may request personal conference to discuss the
6 grievance. The Association Field Representative and the local Association President or designee
7 may be present at such a conference. The immediate supervisor may have a conferee present at
8 such a conference.

9 Level II shall be repeated as necessary until the grievant has attempted to resolve the grievance
10 with a supervisory person below the certificated or classified administrator in the line of authority.

11 Level III

12 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal
13 the decision within thirteen (13) days to the campus principal, or in the case of an Education
14 Center employee, the classified/certificated administrator responsible for the department. This
15 written appeal statement should include a copy of the original grievance, the decision rendered at
16 previous level, and a clear, concise statement of the reasons for the appeal. The administrator or
17 his/her supervisor, if the administrator is not available to respond, shall communicate a decision to
18 the grievant in writing within thirteen (13) days after the administrator or his/her supervisor (in
19 case of the administrator being unavailable) receives the grievance. Either the grievant or the
20 administrator may request a personal conference within the above limits to discuss the grievance.
21 Either party may have a conferee present at such a conference.

1 Level IV

2 If the grievant is not satisfied with the decision at Level III, the employee may within thirteen
3 (13) days appeal the decision to the Director, Human Resources, or designee. This written appeal
4 statement shall include a copy of the original grievance, the appeals, and the decisions rendered at
5 previous levels and a clear concise statement of the reasons for the appeal. The Director, Human
6 Resources, or designee, shall communicate a decision within thirteen (13) days.

7 Level V

8 If the grievant is not satisfied with the decision at Level IV, he/she may within thirteen (13)
9 days after a decision by the Director, Human Resources, or designee, request in writing that the
10 grievance be submitted to conciliation.

11 If the grievant requests conciliation the parties will, within thirteen (13) days after receiving the
12 request, contact the California Conciliation Service and set a meeting with a conciliator for as soon
13 as possible for all parties.

14 Level VI

15 If the grievant is not satisfied with the result of Level V conciliation, he/she may within
16 thirteen (13) days of the conclusion of Level V conciliation request in writing to the Association
17 that his/her grievance be submitted to arbitration. A copy of this request shall be given to the
18 Director, Human Resources. The Association, by written notice to the Director, Human
19 Resources, within thirteen (13) days after receipt of the request from the grievant, may submit the
20 grievance to arbitration.

21 If arbitration is requested, the grievant and the District shall attempt to agree upon an arbitrator.
22 If no agreement can be reached, they shall request the California State Conciliation Service to
23 supply a panel of five (5) names of persons experienced in hearing grievances in public school

1 matters. Each party shall alternately strike a name until one name remains. The remaining panel
2 member shall be the arbitrator. The order of the striking shall be determined by lot.

3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District
4 and the Association. All other expenses shall be borne by the party incurring them.

5 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or
6 issues submitted to him/her. If the parties cannot agree upon a submission agreement, the
7 arbitrator shall determine the issues by referring to the written grievance and the answers thereto at
8 each step. If any question arises as to whether or not the grievance can be arbitrated, the question
9 will be ruled upon by the arbitrator prior to hearing the merits of the grievance. The arbitrator will
10 have no power to add to, subtract from, or modify the terms of this Agreement or the written
11 policies, rules, regulations, and procedures of the District.

12 After a hearing and after both parties have had an opportunity to make representations and
13 arguments, the arbitrator shall submit in writing to the Assistant Superintendent, Human
14 Resources, and the Association his/her written findings and decision which will be final and
15 binding upon all parties if the arbitrator's findings do not require any outlay or transfer of District
16 funds. If the arbitrator's findings require any outlay or transfer of District funds, then the findings
17 of the arbitrator shall only be advisory to the Board and if, upon review of the arbitrator's findings
18 and recommendations, the Board of Trustees determines that it is unable to render a final
19 determination on the record, it may reopen the record for the taking of additional evidence.
20 Nothing in this section shall preclude any employee's right to resort to a court of law after
21 exhaustion of the advisory arbitration procedure.

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23 9/6/83; 11/29/84; 4/5/88; 5/16/96; 9/14/99; 12/10/02; 10/15/08; 11/30/16; 4/27/22

1 ARTICLE X: SAFETY CONDITIONS

2 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or
3 violence directed toward school personnel at any time or place which is related to school activity or
4 school attendance shall be reported by employees to their immediate supervisor. Employees shall
5 complete reports required by the District relating to the violations described herein.

6 Employees shall be provided coverage under the terms and conditions of the District Workers'
7 Compensation Program and illness leave provision for any injury or illness arising out of or in the
8 course of their employment.

9 Upon recognition of any safety issue, employees shall be responsible for submitting written
10 recommendations (e.g., email, handwritten note) to a site administrator regarding the maintenance of
11 safe working conditions, facilities and equipment, repairs and modifications, and other practices
12 designed to insure compliance with applicable standards of the California Occupational Safety and
13 Health Act, California State Compensation Insurance Fund and the provisions of the School District
14 Fire and Liability Insurance Programs. The site administrator shall verify receipt of the safety
15 recommendation via email within three (3) workdays.

16 Employees shall observe all rules and instructions, both verbal and written, relating to the efficient
17 and safe performance of their work. An employee shall be responsible for maintaining his/her work
18 area in a safe and orderly fashion. The District shall maintain a working environment consistent with
19 State requirements.

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23 9/7/82; 9/6/05: 11/10/21

1 ARTICLE XI: TRANSFER

2 1. Definition

3 A transfer is defined as a change of job location, but within the same position classification. All
4 transfers are processed through the District Human Resources Division.

5 2. Criteria for Transfer

6 The following criteria shall be used in consideration of transfer requests:

7 A. The needs and efficient operation of the District.

8 B. The contribution the staff member can make in the new position.

9 C. The qualifications including the experience and recent training of the staff member compared
10 to those of other candidates for both the position to be filled and the position to be vacated.

11 D. The length and quality of the service rendered to the District by the employee.

12 E. The recommendation of the immediate supervisor to whom the employee is currently
13 responsible and the immediate supervisor where the vacancy exists.

14 F. Employee must have satisfactory evaluation on most recent employee evaluation.

15 G. The preference of the employee.

16 3. Employee Initiated Transfer Requests

17 Any employee covered by this Agreement shall have the privilege of requesting
18 a transfer to any job location within the same position classification and subject
19 to the following conditions:

20 A. Submission of a request for transfer for the following school year on the appropriate District
21 approved form. Properly filed transfer requests shall be given administrative consideration and
22 shall be valid for six (6) months from date submitted to the Human Resources Division.

1 B. An employee's request for transfer shall bear the signature of that employee's present
2 immediate supervisor or the signature of the Assistant Superintendent, Human Resources.
3 Such signature is acknowledgment only of the employee's desire for transfer consideration.
4 Such signature does not necessarily imply approval or disapproval of the request for transfer,
5 nor may the acknowledgment be withheld.

6 C. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize
7 the present assignment. A request for transfer may be withdrawn by the employee in writing at
8 any time prior to official notification of transfer approval.

9 D. The Assistant Superintendent, Human Resources, shall notify appropriate immediate
10 supervisor(s) of employee requests for transfer. If requested vacancies develop, administrative
11 consideration shall be given to all employees who submitted properly completed transfer
12 requests for such vacancies.

13 E. The Assistant Superintendent, Human Resources, shall provide the employee and the
14 appropriate immediate supervisor official notification of the disposition of the voluntary
15 transfer request.

16 4. District Initiated Transfers/Involuntary

17 Staff members who are to be transferred will be provided no less than five (5) workdays notice
18 prior to the transfer, unless the need of students, staff members or the District necessitates
19 immediate transfer. CSEA shall be given written notice if a staff member is to be transferred with
20 less than five (5) workdays notice. A transfer may be made by the District at any time for any of,
21 but not limited to, the following reasons:

22 A. In order to balance the classified staff of the District by considering factors, including but not limited to,
23 experience, racial and ethnic backgrounds, sex, and age.

- 1 B. A change of enrollment or workload necessitating transfer of classified staff.
- 2 C. Improved efficiency of the District.
- 3 D. Reassignment of member of immediate family. Notwithstanding the provisions of Article III,
4 if members of the immediate family are employed by the District and assigned to the same
5 department, the Assistant Superintendent, Human Resources, shall review staffing and may
6 arrange for a District transfer.
- 7 E. An opportunity to evaluate an employee in a different school or location.
- 8 F. Improvement of school or department.
- 9 G. Significant personality conflicts. A list of District vacant assignments within the individual's
10 present position classification will be made available to each employee being considered for an
11 involuntary transfer. An employee may request the positions, in order of preference, to which
12 a transfer is desired. Communication from the District will be provided to the affected
13 employee prior to transfer.

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23 8/6/79; 11/29/84; 3/4/86; 12/3/91; 9/14/99; 12/10/02; 10/15/08; 11/30/16; 4/27/22

1 ARTICLE XII: LEAVES

2 1. Bereavement Leave

3 A. Purpose

4 The purpose of bereavement leave utilization shall be for the death of a member of the
5 immediate family.

6 B. Eligibility

7 An employee covered by this Agreement.

8 C. Procedure

9 An employee exercising this leave of absence provision shall notify the District as soon as
10 possible on the employee's first scheduled workday of the absence as to the expected duration
11 of the absence.

12 D. Requirements

13 An employee shall be granted up to three (3) days for bereavement purposes. If out of state
14 travel or travel in excess of three hundred (300) miles is required, two (2) additional days shall
15 be allowed. Additional days of absence beyond those described herein may be provided under
16 the terms of the personal necessity leave provisions.

17 E. Compensation

18 All days of absence used under the provisions of bereavement leave shall result in no loss of
19 compensation to the employee for the number of days as provided above.

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1 F. Return to Service

2 Immediately upon return to active service, the employee shall complete the District time
3 sheet/card and submit it to his/her immediate supervisor. The employee shall provide, upon
4 District request, additional verification of the use of these leave provisions.

5 2. Workers' Compensation Leave

6 A. Workers' Compensation leave shall be granted for illness or injury incurred within the course
7 and scope of an employee's assigned duties.

8 B. Eligibility

9 An employee covered by this Agreement.

10 C. Procedure

11 An employee who has sustained a work-related injury shall report the injury on District
12 approved accident report form within twenty-four (24) hours to the immediate supervisor. An
13 employee shall report any illness on a District approved form to the immediate supervisor
14 within twenty-four (24) hours of knowledge that the illness is an alleged work related illness.

15 D. Requirements

16 1. Allowable leave shall be for not more than sixty (60) days during which the schools of the
17 District are required to be in session or when the employee would otherwise have been
18 performing work for the District in any one fiscal year for the same illness or accident.

19 2. Allowable leave shall not be accumulated from year to year.

20 3. Workers' Compensation leave shall commence on the first day of absence.

21 4. Workers' Compensation leave shall be reduced by one day for each day of authorized
22 absence regardless of a temporary disability indemnity award.

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- 1 5. When a Workers' Compensation leave overlaps into the next fiscal year the employee shall
2 be entitled to only the amount of unused leave due for the same illness or injury.
- 3 6. Any employee receiving benefits as a result of this section shall, during periods of injury or
4 illness, remain within the State of California, unless the Board of Trustees authorizes travel
5 outside the State.
- 6 7. During any Workers' Compensation paid leave of absence, the employee shall endorse to
7 the District the temporary disability indemnity checks received on account of his/her work-
8 related accident or illness. The District, in turn, shall issue the employee appropriate salary
9 warrants for payment of the employee's salary and shall deduct normal retirement, other
10 authorized contributions, and the temporary disability indemnity, if any, actually paid to
11 and retained by the employee for periods covered by such salary warrants. Upon
12 conclusion of this Workers' Compensation paid leave, an employee may utilize any
13 available sick leave benefits providing that any sick leave utilization, when combined with
14 (any) temporary disability indemnity, shall not exceed 100% of the employee's normal
15 compensation.

16 E. Return to Service

17 An employee shall be permitted to return to service after a Workers' Compensation accident or
18 illness leave only upon the presentation of a release from the authorized Workers'
19 Compensation physician certifying the employee's ability to return to his/her position
20 classification without restrictions or detriment to the employee's physical and emotional well
21 being.

1 3. Judicial and Official Appearance Leave

2 A. Purpose

3 Judicial and official appearance leave shall be granted for purposes of regularly called jury
4 duty, appearance as a witness in court, other than as a litigant, or to respond to an official order
5 from another governmental jurisdiction for reasons not brought about through the connivance
6 or misconduct of the employee.

7 B. Eligibility

8 An employee covered by this Agreement.

9 C. Procedure

10 The employee seeking an official judicial appearance leave shall submit a request accompanied
11 by the official order for an approved absence to the immediate supervisor. Such request shall
12 be submitted not less than (10) days prior to the beginning date of the leave.

13 D. Requirements

14 An employee shall be granted a leave of absence not to exceed the duration of the requirements
15 of the official order for participation and appearance. Notwithstanding the above, unit
16 members, whose regular shift commences at or after 3:00 p.m. shall not be required to work on
17 days they perform jury duty.

18 E. Compensation

19 An employee granted a leave of absence under these provisions shall be granted District
20 compensation which, when added to jury or witness fees, shall not exceed the employee's
21 regular District compensation.

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1 F. Return to Service

2 1. Immediately upon return to service the employee shall complete the District time
3 sheet/card and submit it to the immediate supervisor.

4 2. The employee shall provide, upon District request, additional verification of the use of
5 these leave provisions.

6 4. Unpaid Personal Leave

7 A. Purpose

8 An employee may request an unpaid personal leave of absence for reasons not enumerated
9 elsewhere in this Agreement.

10 B. Eligibility

11 An employee covered by this Agreement.

12 C. Procedure

13 1. The employee seeking an approved unpaid personal leave of absence shall submit a
14 request, including the reasons and any supporting information related thereto and the
15 duration of the length of the requested leave.

16 2. For personal absences of five (5) workdays or less, the employee shall submit the request
17 described herein to the immediate supervisor not less than five (5) working days prior to
18 the beginning date of the leave. The approval or denial of these requests shall be made by
19 the immediate supervisor.

20 3. For personal absence in excess of five (5) workdays, the maximum leave to be authorized is
21 twelve (12) continuous months. The employee shall submit the request described herein to
22 the Assistant Superintendent, Human Resources, for recommendation and presentation to
23 the Board of Trustees for approval or denial. An employee requesting such an extended

1 unpaid personal leave of absence shall submit the request not less than ten (10) days prior
2 to the next Board of Trustees meeting.

3 D. Requirements

4 An employee who accepts gainful employment while on unpaid personal leave of absence
5 without the prior written approval of the Assistant Superintendent, Human Resources, will be
6 dismissed.

7 E. Compensation

8 Any unpaid personal leave of absence that may be granted under these provisions shall be
9 without compensation. Employees on unpaid personal leave of absence shall be permitted to
10 participate in the District insurance program at their expense.

11 F. Return to Service

- 12 1. The employee shall be reinstated to the position classification held prior to the leave of
13 absence.
- 14 2. If the unpaid personal leave of absence was granted for personal health reasons, the
15 employee shall be required to submit, prior to return to active duty, a medical statement
16 from a licensed physician indicating an ability to assume assigned duties without
17 restrictions or detriment to the employee's physical or emotional well-being.

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1 5. Personal Necessity Leave

2 A. Purpose

3 Personal necessity leave may be utilized for circumstances that are serious in nature, which
4 cannot be expected to be disregarded, which necessitate immediate attention and cannot be
5 dealt with during off-duty hours.

6 B. Eligibility

7 An employee covered by this Agreement who has sufficient unused sick leave credit.

8 C. Procedure

9 1. Employees shall submit a request for personal necessity leave approval on the Classified
10 Employee Leave Request Authorization Form to the immediate supervisor normally not
11 less than three (3) working days prior to the beginning date of the leave, except in the
12 Transportation Department where requests must be made not less than three (3) working
13 days prior to the publication of the next week's schedule. The Supervisor will respond
14 prior to, but no later than, the day the next week's schedule is posted. The prior approval
15 required for personal necessity leave shall not apply to the following reasons:

- 16 a. Death or serious illness of a member of the employee's immediate family.
17 b. Accident involving person or property or the person or property of the employee's
18 immediate family.

19 2. When prior approval is not required, the employee shall notify the immediate supervisor of
20 the expected duration of the absence as soon as possible, but no later than one day from the
21 date of absence.

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1 D. Requirements

2 An employee may use not more than eight (8) days per year of accumulated sick leave for
3 purposes of approved personal necessity leave. Examples of reasons for which approval shall
4 not be granted for any Personal Necessity Days are listed below. Each employee may use three
5 (3) days of personal necessity leave per year for personal reasons, provided that the reason for
6 the leave is not one of the examples listed below.

- 7 * Political activities or demonstrations
- 8 * Vacation, recreation, or social activities
- 9 * Civic or organization activities
- 10 * Employee Association activities
- 11 * Routine personal activities
- 12 * Occupational investigation
- 13 * Work stoppage
- 14 * Strike
- 15 * Picketing

16 E. Compensation

17 An employee shall receive full compensation for not more than eight (8) days per year of
18 approved personal necessity leave.

19 F. Return to Service

20 Immediately upon return to active service, the employee shall complete the District time
21 sheet/card and submit it to his/her immediate supervisor. The employee shall provide, upon
22 District request, additional verification of the use of these leave provisions.

1 9. Program Closed/ Dark Days

2 The District and CSEA agree to adjust the “Dark Days” of Thanksgiving Break by requiring all
3 employees whose regular work year is less than 12 months to have their program closed
4 (unpaid) on the following days:

- 5 • The Wednesday of Thanksgiving Break
- 6 • The first workday of Winter Break
- 7 • The first workday of Spring Break

8 All classified staff whose regular work year is less than 12 months will be required to use their
9 available vacation on the Monday and Tuesday of Thanksgiving Break. In the event of
10 insufficient vacation, unpaid leave shall be used.

11 6. Sick Leave

12 A. Purpose

13 The purpose of sick leave utilization and/or mental disability absences which are medically
14 necessary and caused by illness, injury, maternity disability, or quarantine.

15 B. Eligibility

16 1. An employee covered by this Agreement working five (5) days per week for a full year
17 shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick
18 leave utilization. An employee covered by this Agreement working less than full time shall
19 be entitled to sick leave in the same ratio that their regular work hours per day bear to eight
20 (8) hours per day during the work year.

21 2. Employees, upon initial employment, shall be eligible to take not more than six (6) days or
22 the proportionate amount of sick leave to which they are entitled until the first day after an
23 employee completes his/her six (6) continuous months of service.

1 3. The District, on July 1 of each year, shall credit each employee, as described herein above,
2 with sick leave (in units of hours) described in Article XII.

3 4. Bonus Sick Leave

4 Each year the employee shall be credited with up to two (2) bonus days of sick leave. The
5 number of bonus days of sick leave credited is a function of the number of regular sick
6 days used as specified in the following table:

7

8	Regular Sick Leave	Bonus Sick Leave
9	Days Used	Days Credited
10	0	2
11	1	2
12	2	2

13 An employee working less than full time shall be entitled to sick leave in the same ratio
14 that the employee's actual time worked bears to full-time employment.

15 C. Procedure

16 An employee exercising this leave of absence provision shall notify his/her immediate
17 supervisor of his/her need to be absent from service as soon as known, but in no event later
18 than the start of the work shift on the day of the absence. Instructional Aides, Food Service
19 Workers, Senior Food Service Workers, Cafeteria Leads, and Bus Drivers must notify their
20 immediate supervisor no later than 30 minutes prior to the start of their shift, unless an
21 emergency situation exists. The notification described herein shall include an estimate of the
22 expected duration of absence.

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1 D. Requirements

2 An employee becoming aware of the need for absence due to surgery or other predictable or
3 previously scheduled cause shall submit a statement from his/her attending physician as far in
4 advance of the initial disability date as possible to his/her immediate supervisor. The
5 physician's statement shall include the beginning date of disability, the cause of the disability
6 and the anticipated date of the return to active service.

7 E. Compensation

8 Any unused sick leave credit may be used by the employee for sick leave purposes without loss
9 of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who
10 continues to be absent for purposes of this policy shall receive a difference of 50 percent pay as
11 provided below:

- 12 1. On July 1, 1991, an employee with seventy-five (75) or more days of full sick-leave credit
13 will be eligible for an additional one hundred (100) days of fifty percent (50%) pay.
- 14 2. On July 1, 1991, an employee with less than seventy-five (75) days of full sick-leave credit
15 will be eligible for fifty percent (50%) pay for a period not to exceed five (5) continuous
16 school months. For employees with less than seventy-five (75) days, 50 percent pay, when
17 combined with days of sick leave utilization, shall not exceed one hundred (100) days in
18 any school year.
- 19 3. In order to qualify for fifty percent (50%) pay, an employee shall first utilize all
20 accumulated sick-leave credit.
- 21 4. The District may require a physician's statement for use of the fifty percent (50%) pay.
- 22 5. Only one increment of fifty percent (50%) pay shall be allowed per school year.

1 6. The paid school leave shall be exclusive of any other paid leave, holidays, vacation, or
2 compensating time to which an employee may be entitled.

3 F. Return to Service

4 1. Immediately upon return to active service, the employee shall complete the District time
5 sheet/card and submit it to his/her immediate supervisor.

6 2. The employee shall provide, upon District request, additional verification of the use of
7 these leave provisions. Absences requiring additional verification will be done on an
8 individual basis. In situations in which the District suspects abuse of this leave provision, a
9 physician's statement may be required by the Human Resources Division. If a physician's
10 statement is not requested prior to the member's return to service, the member will be
11 allowed no longer than one calendar week from the date of return to service to obtain the
12 statement.

13 3. An employee who has experienced disability absence requiring surgery, hospitalization, or
14 extended medical treatment shall be required to submit, prior to return to active duty, a
15 medical statement indicating an ability to return to his/her position classification without
16 restrictions or detriment to the employee's physical and emotional well-being.

17 4. An employee shall not be allowed to return to service and shall be charged with one
18 additional day of sick leave absence if the employee fails to notify the District of intent to
19 return to duty two (2) hours prior to the close of the preceding workday and, by such
20 notification failure, a substitute is secured.

21 G. Transfer of Accumulated Sick Leave

22 An employee, upon initial employment, who had been an employee of a public school system
23 in California for a period of one (1) calendar year or more shall be allowed to transfer his/her

1 accumulated sick leave, provided the sick leave is transferred within one (1) year of the date of
2 termination from the previous California public school employer. In any case, where an
3 employee was terminated for cause, such a transfer may be made if agreed to by the Assistant
4 Superintendent, Human Resources.

5 **7. Catastrophic Sick Leave Bank**

6 All permanent, non-probationary, employees covered by this agreement, are eligible to donate
7 to the Catastrophic Sick Leave Bank (CSLB). All permanent, non-probationary, employees
8 covered by this agreement who are not subject to disciplinary action are eligible to utilize the
9 CSLB under this article if:

10 1. The employee has donated at least one sick day to the CSLB, during the most recent
11 District Annual Health Insurance Open Enrollment period, prior to their request to use the
12 CSLB. A unit member who has previously contributed does not need to donate every year
13 once the CSLB reaches a minimum of 300 days; and

14 2. The employee suffers a catastrophic injury or illness that is expected to incapacitate the
15 employee for an extended period of time (in excess of ten days) as documented through a
16 physician's statement; or

17 3. An immediate family member of the employee's family is incapacitated, which would
18 require the employee to take time off from work for an extended period of time (in excess of
19 ten days) to care for the family member as documented through a physician's statement; and

20 4. The employee needs extended time off from work, which would create a financial
21 hardship for the individual because he or she has exhausted all of his or her accumulated leave,
22 including all half-pay leave.

1 An employee may donate up to five (5) days of leave to the CSLB annually, so long as
2 the minimum number of accumulated sick leave days available in the employee’s own sick
3 leave account does not fall below ten (10) days at the time of donation. The donation of sick
4 leave by the employee shall be irrevocable. All employees’ donations of sick leave to the
5 CSLB shall not negatively impact or be counted against the employees use of sick leave for the
6 calculation of their Bonus Sick Leave.

7 The District shall verify unit member eligibility for donations and use of sick leave in
8 the CSLB. The District shall administer and track the amount of available leave and the use of
9 leave for each eligible member in the CSLB. The District will share all CSLB information with
10 the designee of CSEA’s local Chapter #82, Executive Board. Unit members who wish to
11 participate annually in the CSLB shall file a “Classified Catastrophic Sick Leave Bank Deposit
12 Form” to the Human Resources Department during the District’s annual Health Insurance
13 Open Enrollment period. The District shall notify all unit members of the upcoming CSLB
14 Open Enrollment period by Email and site posting. The District will communicate directly
15 with unit members on leave status. A donation to the CSLB shall be a general donation and
16 shall not be considered a donation to a specific employee for his/her exclusive use.

17 Leave from the CSLB may not be used for industrial accidents or illness, which qualifies or
18 may qualify the employee for Workers’ Compensation leave or benefits. Unit members cannot
19 combine CSLB with any leave or benefits pertaining to Workers’ Compensation. Unit
20 members may only join the CSLB during the District’s annual Health Insurance Open
21 Enrollment period; the only exception being when the Committee takes emergency action to

1 open a special enrollment period, to all unit members, for the expressed purpose of maintaining
2 a minimum of sixty (60) days in the CSLB.

3 An employee, or if the employee is unavailable due to severe illness a designee of CSEA's
4 local Chapter #82, Executive Board, on their behalf can submit a "Classified Catastrophic Sick
5 Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human
6 Resources Office. The request shall clearly state the details of the catastrophe and the amount
7 of sick leave requested. Appropriate written verification of the catastrophic illness or injury,
8 such as a physician's note, must be included with the request. The employee should be
9 prepared to provide additional documentation on the nature and severity of the illness or injury,
10 if requested. The Human Resources Office shall disseminate the Request Form to the designee
11 of CSEA's local Chapter #82, Executive Board and the designee shall call for a Committee
12 meeting upon receipt of the request and the appropriate documentation within one business
13 day.

14 The Committee shall consider and respond to the request of the employee within ten (10)
15 calendar days of the request being filed with the Human Resources Office.

16 The Committee shall consist of two (2) members selected by CSEA's local Chapter #82,
17 Executive Board and one (1) District Administrator designated by the Superintendent.

18 Approval of the request shall require a majority vote of the voting Committee members. The
19 decision of the Committee shall be final. Committee members shall be designated annually, no
20 later than the last day of the District's annual Health Insurance Open Enrollment period.

21 The number of duty days an employee will be allowed to request at one time for a single
22 catastrophic illness/injury shall not exceed thirty (30) full work days. Such days may be

1 integrated with the employee's half-pay, should it become renewed, but in no instance shall the
2 combined leave provide for more than the employee's regular per diem rate of pay.

3 Any days approved by the Committee that are unused by the employee shall be returned to the
4 CSLB. If an employee uses any portion of a day from the CSLB, pay for that portion of the day
5 shall be at the same rate the employee would have received had the unit member worked that
6 day. No distinction shall be made as to the differing pay rates of the donors or recipients.

7 During August of each year, the District shall provide the designee of CSEA's local Chapter
8 #82, Executive Board, with the number of days available as of August 1 of that year and the
9 number of days used in the previous year.

10 Donated days not used in any given year shall be carried over for use in the subsequent year
11 and shall remain a part of the CSLB. If in any given year, the number of days in the CSLB fall
12 below sixty (60), the District will notify the designee of CSEA's local Chapter #82, Executive
13 Board who will notify the Committee. The Committee may take emergency action to open a
14 special enrollment period, not to exceed two calendar weeks, to all unit members only for the
15 purpose of maintaining a minimum of sixty (60) days in the CSLB. The Committee will notify
16 the membership of CSEA's local Chapter #82, of the need for additional donated days and
17 provide the dates of the special enrollment period. The Committee may not take action to open
18 a special enrollment period for the expressed purpose of adding additional unit members who
19 had not previously participated in the CSLB during the District's annual Health Insurance
20 Open Enrollment Period.

21 Hold Harmless: CSEA and its local chapter #82 agrees that it will not file, on its own behalf or
22 on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any
23 attempt by a unit member to retrieve donated sick leave used by another unit member pursuant

1 to this provision. CSEA and its local chapter #82 also agrees that it will not file, on its own
2 behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind,
3 which attempts to challenge in any way the legality or implementation of this Section.

4 A maximum of 5 unused days donated to the CSLB by a CSEA unit member who subsequently
5 transitions from the CSEA bargaining unit to a position in management, supervisory or
6 confidential within the District shall be returned to the employee.

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1 8. Vacation Leave

2 A. Purpose

3 Vacation leave shall be granted in proportion to the time worked each year and to the length of
4 service within the District to permanent employees who have accrued vacation credit described
5 herein. Vacation leave may, with advanced written (memorandum) approval by the
6 employee's immediate supervisor prior to being absent, be taken at any time. The employee's
7 immediate supervisor or administrator shall respond on the District Employee Leave Request
8 Authorization Form in as timely a manner as possible, but no later than three (3) work weeks
9 from the date the form was received by the supervisor or administrator. Vacation credit shall be
10 computed on a fiscal year basis, beginning July 1 and ending June 30.

11 B. Eligibility

12 1. Full-Time Employee An employee covered by this Agreement working five (5) days and
13 forty (40) hours per week for a full work year and who is in paid status shall be credited
14 with a day of vacation leave for each month of service.

15 2. Part-Time Employee

16 An employee covered by this Agreement working less than full time shall be credited with
17 vacation leave in the same ratio that his/her employment bears to full-time employment.

18 C. Computing Length of Service

19 Length of service for determining vacation eligibility is computed from the date of hire. The
20 amount of vacation due an employee in any given fiscal year is affected by an employee's
21 attendance and accordingly, employees on leaves of absence without pay or on layoff status
22 shall not receive credit for that month or months which they do not receive pay. However, an
23 employee who received half-day or full-day sick leave payments shall receive credit towards

1 vacation eligibility. An employee who has his/her hours increased or decreased per day shall
2 be granted vacation in accordance with the vacation schedule that applies to his/her new status
3 effective the following month in which he/she begins the new assignment unless he/she began
4 on the first working day of that month.

5 D. Vacation Schedule

6	Years of Paid Service	Vacation Days
7	1 to 5 years	12 days
8	6 years	13 days
9	7 years	14 days
10	8 years	15 days
11	9 years	16 days
12	10 to 13 years	17 days
13	14 to 17 years	18 days
14	18 to 19 years	19 days
15	20 +	21 days

16 E. Compensation

- 17 1. An employee granted vacation leave as described herein shall be compensated at his/her
18 regular rate of pay at the time the vacation is commenced.
- 19 2. If a paid holiday falls at a time an employee is on paid vacation status, he/she shall be
20 compensated for that day as a holiday, rather than a day of vacation leave.
- 21 3. An employee's earned vacation credits may be carried over from one fiscal year to the next
22 fiscal year for one year only equal to the maximum earned for that year. For the efficiency

1 of the District operation, an employee may be required to accept monetary compensation in
2 lieu of paid vacation leave.

- 3 4. A regular permanent employee who terminates his/her employment with the District shall
4 receive vacation pay in lieu of paid vacation time off for the unused vacation credit earned.
5 However, a terminated employee must have completed at least six (6) full months of
6 continuous service to receive any vacation benefits. A permanent employee who
7 terminates service with the District because of layoff or extended military leave of absence
8 shall be paid all earned vacation that is unused effective the last day of work. Length of
9 service on the last day worked is used in determining vacation eligibility. A terminating
10 employee receives no credit for the month of termination unless his/her last day of work is
11 the last workday of the month.

12 F. Return to Service

13 Immediately upon return to active service, the employee shall complete the required District
14 time sheet/card and submit it to his/her supervisor.

15 G. Interruption of Vacation Leave

16 An employee may be permitted to interrupt or terminate his/her vacation leave in order to
17 begin another type of paid leave without a return to active service, provided the employee
18 supplies adequate notice and relevant supporting information regarding the basis for such
19 interruption or termination of vacation.

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22 8/6/79; 11/29/84; 3/4/86; 4/5/88; 12/3/91; 5/15/96; 9/14/99; 12/10/02; 9/6/05; 10/15/08; 10/18/11;
23 12/10/13; 11/30/16; 2/17/21; 4/27/22

1 ARTICLE XIII: HOLIDAYS

2 1. Purpose

3 All holiday leaves shall be observed on the calendar day on which each falls, established by the
4 Board of Trustees, except that a holiday falling on Sunday will be observed on the following
5 Monday and a holiday falling on Saturday will be observed on the preceding Friday.

6 2. Eligibility

7 An employee covered by this Agreement shall be eligible for holiday leave provided he/she is in a
8 paid status during any portion of the workday immediately preceding or succeeding the following
9 holidays:

10 Independence Day

11 Admission Day - The District will establish the holiday calendar for each year.

12 Labor Day

13 Veterans' Day

14 Thanksgiving Day and the Friday following

15 One workday preceding Christmas Day

16 Christmas Day

17 One workday preceding New Year's Day

18 New Year's Day

19 Martin Luther King Day

20 Lincoln's Birthday

21 Washington's Birthday

22 Memorial Day

1 Spring Friday - All requests for bargaining unit members to take a holiday on Good
2 Friday or the Friday of spring break, will be approved. Bargaining unit
3 members not choosing to take a holiday on either of the days previously
4 mentioned are entitled to a floating holiday. Prior approval is required
5 for the use of a floating holiday.

6 3. Requirement

7 An employee shall be required to work on the regular holiday for which another day is designated.

8 4. Compensation

9 A. An employee covered by this Agreement working less than full time shall be eligible for
10 holiday leave compensation in the same ratio that his/her employment bears to full-time
11 employment.

12 B. An employee granted holiday leave as described herein shall be compensated at his/her regular
13 rate of pay.

14 C. An employee of the District who is not normally assigned to duty during the school holidays of
15 December 25 and January 1 shall be paid for those two holidays provided he/she was in a paid
16 status during any portion of the workday of his/her normal assignment immediately preceding
17 or succeeding the holiday period.

18 D. An employee assigned and directed by his/her immediate supervisor to provide service on a
19 holiday authorized by the District shall be paid compensation or given compensatory time off
20 for such work, in addition to the regular pay received for the holiday, at the rate of double
21 his/her regular rate of pay.

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23 8/6/79; 12/2/80; 9/10/81; 9/7/82; 9/14/99; 9/6/05

1 ARTICLE XIV: PERFORMANCE EVALUATION PROCEDURE

2 The following procedures shall be utilized with regard to the employees covered by this
3 Agreement.

4 1. Probationary Employee Evaluations

5 A. Regular “probationary” employees shall receive at least two formal written performance
6 evaluation ratings on District approved forms during the probationary period. Normally these
7 ratings shall be completed at the end of the third and fifth months of service; however,
8 evaluations can be made at any time.

9 B. The rating shall contain an evaluation of the employee’s performance and, as appropriate,
10 commendations or specific suggestions for the improvement of the employee’s performance.

11 C. The formal performance evaluation rating form shall contain information bearing on employee
12 performance related to evaluation criteria established by the District. The data gathered
13 relative to employee evaluation shall be in conformity with the employee’s job description, as
14 prescribed by the District.

15 D. The employee shall receive a written copy of the performance evaluation rating form described
16 herein at a personal conference conducted by the evaluator. The employee may attach a
17 written response to the performance evaluation. Such written response by the employee shall
18 be reviewed by the department/school administrator prior to placement in the employee’s
19 personnel file. Probationary employees do not have the right to appeal performance
20 evaluations.

21 E. The evaluator’s judgment and recommendations contained in the evaluation appraisals
22 described herein shall not be subject to the Grievance Procedure (Article IX) contained in this
23 Agreement.

1 F. The performance evaluation rating form shall be completed and signed by the employee's
2 immediate supervisor, the employee, and reviewed and signed by the department/school
3 administrator prior to submission to the District Human Resources Division for placement in
4 the employee's personnel file.

5 2. Permanent Employee Evaluations

6 A. Regular "permanent" classified employees shall receive at least one formal written
7 performance rating on a District approved form each year. These evaluations shall be
8 completed no later than March 31. A permanent employee may be evaluated by his/her
9 immediate supervisor at any other time if exemplary or unsatisfactory service is performed, but
10 unsatisfactory service shall be evaluated by the immediate supervisor within five (5) days after
11 the act of unsatisfactory service is made known to the immediate supervisor.

12 B. The rating shall contain an evaluation of the employee's performance and, as appropriate,
13 commendations or specific suggestions for the improvement of the employee's performance.
14 An employee, at his/her option, may rate his/her performance and add any appropriate
15 comments.

16 C. The formal performance evaluation rating form shall contain information bearing on employee
17 performance related to the evaluation criteria established by the District. The data gathered
18 relative to employee evaluation shall be in conformity with the employee's job description, as
19 prescribed by the District.

20 D. The employee shall receive a written copy of the performance evaluation rating form described
21 herein at a personal conference conducted by the evaluator. The employee may attach a
22 written response to the performance evaluation. Such written response by the employee shall
23 be reviewed by the department/school administrator prior to placement in the employee's

1 personnel file. The employee shall also have the right to appeal the department/school
2 administrator's decision to the Assistant Superintendent, Human Resources, or designee, prior
3 to placement in the employee's personnel file.

4 E. The evaluator's judgment and recommendations contained in the evaluation appraisals
5 described herein shall not be subject to the Grievance Procedure (Article IX) contained in this
6 Agreement.

7 F. The performance evaluation rating form shall be completed and signed by the employee's
8 immediate supervisor, the employee, and reviewed and signed by the department/school
9 administrator prior to submission to the District Human Resources Division for placement in
10 the employee's personnel file.

11 G. Any "unsatisfactory" performance rating with supporting evidence of a history of marginal
12 performances which contains a recommendation to deny the employee any forthcoming salary
13 range (step) increment and/or anniversary (longevity) increment shall be presented to the
14 employee no later than sixty (60) days prior to the effective date of the salary increment
15 described herein. An employee shall have no more than six (6) months to correct an
16 "unsatisfactory" evaluation which resulted in his/her being denied a salary increment described
17 herein. If an employee fails to satisfactorily improve his/her performance within the six (6)
18 month period, his/her Salary Increment Date or Anniversary (longevity) Increment (Article
19 VII: Compensation) shall be permanently extended by six (6) months.

20 H. A bargaining unit member or member of the certificated bargaining unit shall not serve as a
21 formal evaluator of another bargaining unit member. This shall not preclude a bargaining unit
22 member or a member of the certificated bargaining unit from giving input to the evaluator(s)
23 concerning the performance of a bargaining unit member.

1 3. Personnel Files

2 A. The District shall maintain the employee's personnel file at the Education Center.

3 B. No materials other than standard record-keeping materials shall be placed in the employee's
4 personnel file without first making a copy available to the unit member. Employees shall be
5 provided with copies of any derogatory written material before it is placed in the employee's
6 personnel file. The employee will have ten (10) working days to respond to derogatory
7 materials before they are placed in his/her personnel file. The written response shall be
8 attached to the material.

9 C. The employee shall have the right to examine any material in his/her personnel file. The
10 employee's personnel file shall be available for examination by an individual, such as a CSEA
11 representative, if authorized in writing or in person by the employee.

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23 9/7/82; 3/4/86; 9/14/99; 12/10/02; 11/30/16

1 ARTICLE XV: LAYOFF

2 PROCEDURE FOR REDUCTION IN STAFF: CLASSIFIED SERVICE

3 In accordance with California Education Code, classified employees shall be laid off in inverse
4 order of seniority by job classification. Therefore, employees who have been employed the shortest
5 time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in
6 the reverse order of layoff.

7 Employees shall be informed of their displacement rights, if any, and reemployment rights.

8 Seniority and length of service shall be determined by hire date. Hire date shall be determined
9 by the first date of paid service in a probationary or permanent job classification within the classified
10 service of the District. The District shall maintain such records for each job classification in which the
11 employee has served. No seniority shall be earned during periods of separation from the District. No
12 previous length of service and seniority shall carry forward for an employee who has been separated
13 from any job classification within the classified service of the District for greater than 39 months.

14 Unit members on existing reemployment lists with the District as of June 30, 2011, shall
15 maintain their level of seniority on the lists for purposes of reemployment. This standard shall
16 continue in effect until such time as the Unit members are reemployed or exhaust reemployment
17 rights. The District shall provide the association with a seniority list of Unit members in each current
18 job classification no later than the first working day of December.

19 1. Notice of Layoff - Education Code section 45117(g)

20 When classified positions must be eliminated as the result of the expiration of a specially
21 funded program, the District will give employees at least 60 calendar days' notice before the layoff
22 becomes effective. Written notice will be sent by registered mail to all probationary and permanent

1 employees affected or handled personally. Layoffs implemented pursuant to this paragraph are not
2 subject to a hearing before an Administrative Law Judge.

3 2. Order of Layoff

4 Classified employees within the job classification affected will be laid off as follows:

5 a. All probationary employees, substitutes, temporary or other short-term employees will be
6 terminated before employees in the same job classification who have completed their
7 probationary period.

8 b. Employees who have completed their probationary period will be laid off in seniority order
9 with the person having the “least” seniority in the layoff classification being laid off first.

10 c. In case of identical seniority, a lottery by drawing employee names will be held to decide
11 which employee has greater seniority within a job classification.

12 3. Demotion in Lieu of Layoff

13 a. To be considered for demotion in lieu of layoff which results in displacing a less senior
14 employee in a classification in which an employee has prior service, the employee must notify
15 the District Human Resources Office in writing of such election not later than three working
16 days after receiving layoff notice and rights to demotion. Demotion (in lieu of layoff) of less
17 senior employees can occur only downward and not laterally or upward. Of course, an
18 employee must meet the minimum qualifications of any job classification in which he/she is
19 displacing an incumbent and be able to satisfactorily perform the job in a minimum amount of
20 time.

21 b. Any permanent classified employee displaced by such demotion has the same option of
22 demotion afforded by this rule as if his/her position has been abolished or discontinued.

- 1 c. If the displaced employee is on temporary transfer assignment, he/she shall be returned to
2 his/her regular assignment.
- 3 d. Any employee demoted pursuant to this rule shall receive the closest salary step of the salary
4 range of the classification to which he/she is demoted, provided that such salary is not greater
5 than the salary he/she received in the higher classification at the time of demotion.
- 6 e. In cases where an employee accepts demotion in lieu of layoff, his/her name shall be placed on
7 a layoff list from the classification from which he/she was demoted for a period of 24 months
8 in order to be considered for reemployment to the classification from which he/she was
9 demoted provided the same classification qualifications still apply.

10 4. Reemployment

- 11 A. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a
12 period of 39 months and shall be reemployed, if available, in preference to new applicants in
13 the classification from which they were laid off provided the qualifications still apply.
14 Reemployment shall be in reverse order of layoff.
- 15 B. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of
16 layoff or to remain in their present positions, rather than be reclassified or reassigned, shall be
17 granted the same rights as persons laid off and shall retain eligibility to be considered for
18 reemployment for an additional period of up to 24 months, provided that the same tests of
19 fitness (qualifications) under which they qualified for reemployment to the job shall still apply.
- 20 C. If an employee fails to accept recall to a job equivalent in grade level to that from which he/she
21 was laid off and one for which the employee is qualified or one in which he/she has served
22 before, he/she will be terminated and will forfeit all rights entitled under layoff status. Refusal,

1 however, of an offer of substitute or short-term employment or reduction of hours shall not
2 affect the standing of an employee on a layoff list.

3 D. Any employee will be terminated with loss of all recall rights if he/she fails to reply to a
4 written notice or telephone notice from the District Human Resources Office within seven
5 calendar days after such notice is sent or fails to report to work after acceptance of recall.
6 Recall notice will be sent by registered mail or telegram to the address last reported by the
7 employee to the District unless he/she is contacted by telephone.

8 5. Rights Upon Reemployment

9 A person reemployed from layoff shall be fully restored to his/her position with all rights to
10 permanent status. However, no seniority shall be earned during periods of separation from the
11 service of the School District. An employee who has been laid off for lack of work or lack of
12 funds and who is on a layoff list may be reemployed as a substitute or short-term employee (as
13 those terms are defined in Section 45103 of the Education Code) in his/her original classification
14 or any other classification for which qualified and such employment shall in no way jeopardize or
15 otherwise affect his/her status or eligibility for reemployment. The District will attempt to provide
16 substitute or short-term employment to those on the reemployment list in accordance with seniority
17 by classification as funds are made available.

18 6. Notice and hearing requirements for layoffs subject to Education Code section 45117 paragraphs
19 (a) through (f) shall be as set forth therein.

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23 9/7/82; 10/18/11; 11/30/16; 4/27/22

1 ARTICLE XVI: DISCIPLINARY ACTION

2 The District and Association agree that procedures for the discipline of classified employees in the
3 bargaining unit shall be those contained in District Administrative Regulation 4583.11, (last revised
4 July 13, 2010) as posted on the District Web site is the official AR.

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23 9/7/82; 10/18/11

1 ARTICLE XVII: TRANSPORTATION

2 Assignment of Bus Drivers

3 1. To and From School Routes

4 A. Safe and convenient bus stops shall be designated by the District administration and approved
5 by the Board of Trustees.

6 B. Approved bus stops will be coordinated into routes by the Director of Transportation and those
7 routes will be assigned to buses.

8 C. Prior to the beginning of each school year, each regular bus driver will have an opportunity to
9 review bus routes and schedules and to designate his/her preference of assignment. Drivers
10 will be provided with available routes, 48 hours in advance of the bus driver's first day of
11 reporting back to work, for review if they so choose. Prior to bidding, drivers will be afforded
12 up to one (1) hour to review the available routes. Routes are subject to change due to student
13 needs.

14 D. Bus drivers will provide the Transportation Supervisor a list of their preferred routes on the
15 first duty day of each work year, by order of District seniority as a bus driver. Bus assignments
16 will be made by the Supervisor based on the following criteria: driver preference, driving
17 competency, care of equipment, safety record, and past work performance. If all relevant
18 criteria from the above list are equal, District seniority as a bus driver shall be the determining
19 factor.

20 E. The Supervisor may reassign bus drivers, buses, or routes during the year to accommodate
21 pupil loads, scheduling changes, time factors, or safety conditions. In the event the Supervisor
22 reassigns a bus driver's route, the reason(s) for the reassignment shall be provided.

1 F. Drivers may be temporarily assigned additional routes to complete their normal workday.
2 Such assignments include, but are not limited to, coverage of routes in emergencies such as
3 absenteeism, accidents, vehicle breakdown, or safety conditions.

4 2. Extra Trips

5 A. Extra trips shall be assigned by the Supervisor on a rotating basis to meet the transportation
6 needs of the users of the District Transportation Department. Such assignments will be made
7 based upon, but not limited to, the following criteria:

- 8 1. Availability of drivers and buses as related to daily home-to-school-to-home routes and
9 schedules;
- 10 2. Efficient utilization of drivers and buses as related to driving assignments which precede
11 and/or follow the extra trip;
- 12 3. Size and type of equipment necessary to handle trip requirements;
- 13 4. Driving competency; and
- 14 5. Driver knowledge and experience of geographic areas, traffic and safety conditions, group
15 behaviors, and special considerations unique to a specific trip request.
- 16 6. If all relevant criteria from the above list are equal, District seniority as a bus driver shall
17 be the determining factor.

18 B. If an eligible driver does not accept an extra trip, his/her name shall be placed at the bottom of
19 the rotation list. If a driver cannot accept an extra trip due to a preexisting work assignment,
20 that driver shall remain at the top of the rotation list. If a driver is not eligible for an extra trip,
21 that driver shall remain at the top of the rotation list and the reason shall be provided.

1 C. Extra trip requests which have been received and approved by the Supervisor will be assigned,
2 posted, and a copy of the trip request placed in the assigned driver's mailbox no later than
3 Friday afternoon of the week preceding the week in which the trip is scheduled.

4 D. Relief drivers will be assigned extra trips only when no regular drivers are available.

5 E. Extra trips will be assigned to complete each driver's workday with the exception of the leave
6 provisions listed in Article XII. Should a driver decline to accept an extra trip assignment, the
7 assignment shall be offered to the next eligible driver on the extra trip rotation list.

8 F. Approved extra trip requests which are received later than Friday of the week preceding the
9 date on which they are scheduled shall be assigned to the next eligible driver on the extra trip
10 rotation list, unless that driver has an approved request for absence on the date of the trip.

11 G. If a driver is assigned an extra trip which requires an overnight stay, the driver shall be paid for
12 at least eight hours each day that he/she is in the process of completing the assignment. Should
13 it be necessary for the driver to drive for more than eight hours on any of those days, he/she
14 will be compensated for the overtime hours at the appropriate rate. All driver's expenses
15 related to meals and sleeping accommodations shall be reimbursed to the driver upon the
16 District's receipt and approval of such a claim.

17 H. When an extra trip is canceled on the same day within two hours of the scheduled start time of
18 the trip, the driver shall receive two (2) hours pay.

19 3. Non-Driving (Related Work) Assignments

20 A. On regular workdays when a driver has no home-to- school routes and/or no extra trip
21 assignments, he/she will have non-driving assignments made to complete his/her normal
22 workday. Assignments will be made by the Supervisor from among the typical duties and
23 responsibilities listed in the job description or in any classification on any campus or District

1 location where the work is at salary step 21 or below. The District will take driver preference
2 and campus and site needs into consideration in making alternative assignments during non-
3 driving times. The Director of Transportation will remain the supervisor of the bus drivers
4 during non-driving assignments.

5 B. Each driver shall be assigned time within the normal workday to perform a safety check on
6 his/her assigned bus prior to the start of the morning run and to complete bus activity
7 paperwork, as well as bus clean up at the end of his/her last route or trip that day. These
8 assignments will be made by the Supervisor at the time drivers are assigned to buses prior to
9 the beginning of the school year and are subject to the same changes as in 1-E and 1-F.

10 C. Whenever, as the result of unavailability of an appropriate or mechanically certified District
11 vehicle, a bus driver is unable to drive his/her assigned routes and/or trips, he/she shall be
12 assigned related work as defined in the job description or as described in section 3a and receive
13 pay at the rate he/she would have received for driving that day.

14 D. Bus drivers who are assigned to remain on standby time between home-to-school routes or
15 during an extra trip, shall be paid for that time at their regular rate of pay. Whenever any
16 combination of assigned hours in a day exceeds eight hours, the excess hours shall be
17 compensated at the appropriate overtime rate.

18 E. The District will provide, within the employees' work year, ten (10) hours of training annually
19 or as otherwise specified by the California Administrative Code, Title 13, and the California
20 Highway Patrol Training Manual, Section 82.7, in order for the employee to continue his/her
21 employment as a District bus driver. All newly-hired drivers shall have the least amount of
22 restrictions on their license as possible. If a driver is hired without a Type 1 vehicle
23 certification, the driver will be responsible to upgrade to a Type 1 vehicle certification during

1 his/her six-month probationary period. Bus drivers shall maintain proficiency in both Type I
2 and Type II school busses. Drivers are responsible for maintaining all certifications. If a
3 driver allows his/her medical certificate, driver's license, first aid card, or Type I or Type II
4 proficiency to expire, his/her School Bus Certificate becomes invalid.

5 F. Bus drivers will be responsible for having knowledge of all laws pertaining to motor vehicles.

6 4. Overtime

7 A. Assignments which are likely to result in overtime hours will be assigned by the Supervisor
8 based on the overtime rotation list. Overtime will be distributed by the Supervisor on a
9 rotating basis to eligible drivers. Drivers refusing overtime will be rotated to the bottom of the
10 list(s). There will be two separate weekly trip rotation lists maintained by the Supervisor. One
11 list will be for Monday through Friday, while the second list will be for Saturday and Sunday.
12 If a trip that is scheduled between Monday through Friday is cancelled, the driver assigned to
13 that trip will remain at the top of the weekly rotation list and have priority for the next
14 available overtime trip. If a Saturday or Sunday trip cancels, on the same day, the driver's
15 name will remain in place and eligible on the established weekly trip rotation list, and the
16 driver shall be compensated two (2) hours that would include prep time for the trip
17 cancellation. If a Saturday or Sunday trip cancels prior to the day of the trip, the driver's name
18 will remain in place and eligible on the established weekly trip rotation list. Holiday trips will
19 be considered the same as Saturday and Sunday trips.

20 B. Weekly trip rotation lists shall be posted showing the assigned field trips for the week.
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1 5. Meal Periods

2 A. A minimum of a thirty (30) minute duty-free noncompensated meal period shall be provided
3 all drivers who work at least six (6) consecutive hours.

4 B. When a driver is on a split-shift assignment and it is required for the driver to be on duty after
5 six (6) consecutive hours and the driver approves, the driver will not be required to take a meal
6 period. Drivers will advise the dispatcher if there are existing circumstances that require the
7 driver to remain on duty and not be able to take a meal period. The Director of Transportation
8 (or designee in the case of his/her absence) will evaluate, approve, or disapprove the au-
9 thorization to be on duty after six consecutive hours.

10 C. An employee on duty for more than eight (8) consecutive hours must have a minimum of a
11 thirty (30) minute duty-free meal period, unless unusual circumstances exist.

12 D. Should the assignment of a meal period result in a driver working less than his/her normal
13 workday or six (6) hours on a holiday or weekend, the driver shall be paid for that period at the
14 regular rate of pay in effect for that time.

15 E. Eight hour bus drivers employed with the District on or before November 1, 2002, will
16 maintain their current eight (8) hour status for the duration of their employment except when
17 terminated for cause pursuant to District Board Policy and Administrative Regulations. If the
18 District determines to fill any of these positions when they are vacated, the position(s) will be
19 filled with an assignment between 3 ¾ and 8 hours, based upon need as determined by the
20 District.

21 6. Summer School Assignments

22 A. Bus assignments will be made by the Supervisor based on the following criteria: driver
23 preference, driving competency, care of equipment, safety record, and past work performance.

1 Attendance during the regular school year is a critical component of the past work
2 performance. However, if a driver is absent from work due to illness, that absence will not be
3 counted against his/her work performance so long as the driver provides to the Supervisor
4 within one calendar week of his/her return, a doctor's note indicating the need for the day off
5 due to illness. If all relevant criteria from the above list are equal, District seniority as a bus
6 driver shall be the determining factor.

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23 9/7/82; 3/4/86; 10/8/86; 12/3/91; 5/16/96; 12/10/02; 9/6/05; 10/18/11; 11/30/16; 2/17/21; 4/27/22

1 ARTICLE XVIII: ORGANIZATIONAL SECURITY

2 1. General Provision:

3 A. The District and the Association recognize the right of employees to form, join, and participate
4 in lawful activities of employee organizations and the equal alternative right of employees to
5 refuse to form, join, and participate in employee organizations. Either party shall not exert
6 pressure on or discriminate against an employee regarding such matters.

7 2. Membership and Dues Deduction:

8 A. CSEA presently has the sole and exclusive right to receive the payroll deduction for regular
9 membership dues.

10 B. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of
11 all employees who are members of CSEA. The District shall refer all employee questions about
12 CSEA or dues to the Fullerton High Chapter 82 President or designee, and/or to the CSEA
13 Labor Relations Representative.

14 C. The District shall not interfere with the terms of any agreement between CSEA and the
15 District's employee with regard to that employee's membership in CSEA, including but not
16 limited to automatic renewal yearly unless the worker drops out during a specified window
17 period. The District need not keep track of this period which shall be tracked by CSEA within
18 its membership database.

19 D. The District shall not be obligated to put into effect any new or changed deductions until the
20 pay period commencing thirty (30) days or more after such submission.

21 E. The District shall refer all employee requests to revoke membership to the CSEA Labor
22 Relations Representative and shall obtain CSEA staff approval on behalf of the union before
23 processing any revocation request.

1 F. There shall be no charge by the District to CSEA for regular membership dues deduction.

2 3. Hold Harmless Provision:

3 A. CSEA shall defend and indemnify and financially hold harmless the District, Board of
4 Trustees, each individual school Board member, and all administrators in the District against
5 any and all claims, demands, costs, lawsuits, judgments, including attorneys' fees for attorneys
6 individually chosen by said District, Board of Trustees, each individual school Board member,
7 and all administrators in the District for the purpose of defending said persons or District, and
8 any other form of liability and expense, including but not limited to all court or administrative
9 agency cost that may arise out of or by reason of action taken by the District for the purpose of
10 complying with this Article.

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23 Approved by CSEA election November 28, 1979; 4/27/22

1 ARTICLE XIX: SAVINGS PROVISION

2 If any of the provisions of this Agreement are held to be contrary to law by a court of
3 competent jurisdiction or legislative action, such provisions will not be deemed valid except to the
4 extent permitted by law; however, all other provisions will continue in full force and effect.

5 In the event of invalidation of any provision of this Agreement, the parties agree to meet and
6 negotiate within 30 days after such determination for the purpose of arriving at a mutually satisfactory
7 replacement.

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23 9/7/82; 9/14/99

1 ARTICLE XX: CONCERTED ACTIVITIES

2 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or
3 refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference
4 with the operations of the District by the Association or by its officers, agents, or members during the
5 term of this Agreement, including compliance with the request of other labor organizations to engage
6 in such activity.

7 The Association recognizes the duty and obligation of its representatives to comply with the
8 provisions of this Agreement and to make every effort toward inducing all employees to do so. In the
9 event of a strike, work stoppage, slowdown, or other interference with the operations of the District by
10 employees who are represented by the Association, the Association agrees in good faith to take all
11 necessary steps to cause those employees to cease such action.

12 It is agreed and understood that any employee violating this Article may be subject to discipline up
13 to and including termination by the District. Nothing herein shall preclude the District from seeking
14 legal or other redress of any employee who has caused damage to or loss of District property.

15 It is understood that in the event this Article is violated, the District shall be entitled to withdraw
16 any rights, privileges, or services provided for in this Agreement or in District policy from any
17 employee or the Association.

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23 8/6/79

1 ARTICLE XXI: SUPPORT OF AGREEMENT

2 The District and the Association agree that it is in their mutual benefit to encourage the resolution
3 of differences through the meet and negotiation process. Therefore, it is agreed that the Association
4 will support the terms of this Agreement and will not appear before any public body to seek change or
5 improvement in any matters subject to the meet and negotiation process except by mutual agreement.

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1 ARTICLE XXII: EFFECT OF AGREEMENT

2 It is understood and agreed by the District and the Association that the specific provisions in this
3 Agreement shall prevail over District practices and procedures and over State law to the extent
4 permitted by State law and that absent specific provisions in this Agreement, the District shall consider
5 such practices and procedures within its discretionary authority.

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1 ARTICLE XXIII: CONCLUSION OF MEET AND NEGOTIATION

2 During the term of this Agreement, unless otherwise specified by this agreement, the Association
3 and the District expressly waives and relinquish the right to negotiate and agrees that the Association
4 and the District shall not be obligated to meet and negotiate with respect to any subject or matter
5 covered in this Agreement.

6 The District and Association agree that if the financial needs of the District cannot be sufficiently
7 met, as determined by the District, by the implementation of this Agreement, the contract will be
8 subject to expedited re-openers as set forth in Article XXIII. Negotiations will begin within ten (10)
9 Days after a written request for re-openers. Any salary concessions made under the above provisions
10 shall be ongoing.

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8/6/79; 10/15/08; 10/18/11; 4/27/22

1 ARTICLE XXIV: TERM

2 2022-2025

3 This Agreement shall remain in full force and in effect up to and including June 30, 2025. The
4 contract will be closed for 2022/23, 2023/24, and 2024/25.

5 CSEA and the District shall submit in writing their full and complete initial sunshine proposals to the
6 Board of Trustees by the first scheduled Board Meeting of February 2025. Negotiations of the contract
7 in full will begin no later than March 2025.

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22 9/7/82; 3/4/86; 4/5/88; 1/10/89; 12/3/91; 4/20/93; 5/16/96; 9/14/99; 12/10/02; 9/6/05; 10/15/08;

23 10/18/11; 12/10/13; 11/30/16; 11/10/21; 4/27/22

1 APPENDIX A: 2022/23 CLASSIFIED SALARY SCHEDULE

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 *EFFECTIVE JULY 1, 2022
 5.484% increase

CLASSIFIED BARGAINING UNIT JOB STEP CLASSIFICATIONS

ACCOUNTING

Accountant	32
Budget Control Clerk	26
Senior Account Clerk	21

CLERICAL

Clerk	5
Construction Secretary	24
Payroll Technician	23
Personnel Technician	25
Personnel Technician/Certificated	28
Principal's Secretary	24
Typist Records Clerk	13
Senior Records Clerk	18
Secretary	19

FOOD SERVICES

Food Service Worker	4
Senior Food Service Worker	9
Food Service Cook	10
Cafeteria Lead	20

INSTRUCTIONAL/STUDENT ASSISTANCE

Instructional Aide	12
Campus Supervision Aide	11
Campus Supervision Liaison	18
Library Technician	18
Guidance Technician	21
School Community Liaison	21
Licensed Vocational Nurse (LVN)	28

MAINTENANCE

Air Conditioning & Refrigeration Mechanic	30
Electronic Technician	31
Heating & Ventilation Mechanic	29
Locksmith	28
Maintenance Carpenter	30
Maintenance Electrician	31
Maintenance Painter	28
Maintenance Plumber	29
Maintenance Welder	30
Maintenance Worker	23
Projects & Compliance Specialist	33
Sprinkler Maintenance Worker	26
Swimming Pool Mechanic	27

OPERATIONS

Campus Maintenance Technician	18
Custodial & Grounds Worker	18
Custodial & Grounds Worker-Lead	23
Grounds Equipment Operator	21
Auditorium Technician	20
Assistant Auditorium Lead	23
Auditorium Lead	34
Storeroom Attendant	18

PURCHASING

Buyer	28
Procurement & Contracts Specialist	33
Senior Buyer	31
Senior Purchasing Clerk	21
Warehouse Assistant	19
Warehouse Lead	27

REPROGRAPHICS

Reprographics Technician	20
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TECHNOLOGY

Technology Aide	12
Data Systems Technician	21
Data Systems & Management Software Technician	31
District Network Technology Technician	40
Technology & Electronic Media & Maintenance Technician	31
Electronic Media Maintenance & Network Technician	35

TRANSPORTATION

Bus Driver	21
School Bus Driver Trainer	28
Transportation Scheduler	28
Truck Driver/Grounds Equip. Oper.	21
District Mail & Utility Worker	18
Vehicle Service Worker	23
Maintenance Mechanic	30
Vehicle Mechanic	30

Bargaining unit: CSEA

FD = After ten (10) years of continuous service, a classified employee will receive a salary anniversary increment of 2.5 percent of the appropriate salary step.

FE = After fifteen (15) years of continuous service, the salary anniversary increment will be increased from 2.5 percent to 5 percent of the appropriate salary step.

FF = After twenty (20) years of continuous service, the salary anniversary increment will be increased from 5 percent to 6.35 percent of the appropriate salary step.

(FD, FE and FF are computed from step F of 05M schedule)

8/4/2022

**Fullerton Joint Union High School District
Classified Salary Schedule - 05H/05M**

5.484% increase effective July 1, 2022

		A	B	C	D	E	F
1	Hourly	\$14.81	\$15.56	\$16.33	\$17.15	\$18.03	\$18.91
1	Monthly	\$2,567.89	\$2,696.29	\$2,829.14	\$2,973.17	\$3,123.90	\$3,277.97
2	Hourly	\$15.22	\$15.99	\$16.79	\$17.63	\$18.50	\$19.43
2	Monthly	\$2,638.23	\$2,772.21	\$2,909.53	\$3,054.67	\$3,207.63	\$3,366.17
3	Hourly	\$15.58	\$16.36	\$17.18	\$18.05	\$18.96	\$19.89
3	Monthly	\$2,700.76	\$2,835.85	\$2,978.76	\$3,128.36	\$3,284.67	\$3,448.79
4	Hourly	\$15.97	\$16.77	\$17.59	\$18.47	\$19.41	\$20.37
4	Monthly	\$2,767.74	\$2,906.18	\$3,050.21	\$3,200.93	\$3,362.82	\$3,530.30
5	Hourly	\$16.36	\$17.18	\$18.05	\$18.96	\$19.89	\$20.90
5	Monthly	\$2,835.85	\$2,978.76	\$3,128.36	\$3,284.67	\$3,448.79	\$3,622.95
6	Hourly	\$16.77	\$17.61	\$18.48	\$19.41	\$20.38	\$21.39
6	Monthly	\$2,907.31	\$3,051.33	\$3,204.29	\$3,363.94	\$3,532.52	\$3,706.70
7	Hourly	\$17.19	\$18.06	\$18.98	\$19.93	\$20.92	\$21.97
7	Monthly	\$2,980.99	\$3,130.60	\$3,288.01	\$3,453.25	\$3,626.31	\$3,807.17
8	Hourly	\$17.64	\$18.52	\$19.45	\$20.42	\$21.44	\$22.52
8	Monthly	\$3,056.91	\$3,212.10	\$3,369.53	\$3,539.23	\$3,718.98	\$3,904.31
9	Hourly	\$18.08	\$18.99	\$19.94	\$20.94	\$21.99	\$23.08
9	Monthly	\$3,133.94	\$3,290.26	\$3,456.59	\$3,629.65	\$3,811.64	\$4,000.33
10	Hourly	\$18.52	\$19.45	\$20.42	\$21.44	\$22.52	\$23.65
10	Monthly	\$3,212.10	\$3,369.53	\$3,539.23	\$3,718.98	\$3,904.31	\$4,098.58
11	Hourly	\$18.96	\$19.90	\$20.91	\$21.95	\$23.06	\$24.21
11	Monthly	\$3,285.78	\$3,451.03	\$3,624.07	\$3,806.06	\$3,996.98	\$4,194.59
12	Hourly	\$19.47	\$20.45	\$21.47	\$22.54	\$23.67	\$24.85
12	Monthly	\$3,375.10	\$3,545.93	\$3,722.33	\$3,908.77	\$4,103.05	\$4,306.25
13	Hourly	\$19.95	\$20.94	\$21.99	\$23.09	\$24.24	\$25.45
13	Monthly	\$3,457.72	\$3,630.77	\$3,812.76	\$4,003.68	\$4,202.41	\$4,412.30
14	Hourly	\$20.46	\$21.48	\$22.56	\$23.68	\$24.86	\$26.11
14	Monthly	\$3,548.15	\$3,724.56	\$3,911.01	\$4,105.28	\$4,309.59	\$4,525.06
15	Hourly	\$20.98	\$22.04	\$23.13	\$24.29	\$25.53	\$26.79
15	Monthly	\$3,636.36	\$3,819.46	\$4,010.38	\$4,210.23	\$4,423.47	\$4,644.53
16	Hourly	\$21.52	\$22.59	\$23.71	\$24.92	\$26.14	\$27.46
16	Monthly	\$3,729.03	\$3,916.59	\$4,109.74	\$4,318.53	\$4,530.65	\$4,759.53
17	Hourly	\$22.03	\$23.11	\$24.28	\$25.47	\$26.76	\$28.11
17	Monthly	\$3,817.23	\$4,007.02	\$4,208.00	\$4,417.89	\$4,638.95	\$4,872.30
18	Hourly	\$22.59	\$23.71	\$24.92	\$26.14	\$27.46	\$28.82
18	Monthly	\$3,916.59	\$4,109.74	\$4,318.53	\$4,530.65	\$4,759.53	\$4,996.23
19	Hourly	\$23.13	\$24.29	\$25.53	\$26.79	\$28.14	\$29.54
19	Monthly	\$4,010.38	\$4,210.23	\$4,423.47	\$4,644.53	\$4,876.77	\$5,120.15
20	Hourly	\$23.74	\$24.93	\$26.17	\$27.49	\$28.86	\$30.31

20	Monthly	\$4,115.32	\$4,321.87	\$4,536.23	\$4,763.99	\$5,001.80	\$5,250.77
21	Hourly	\$24.35	\$25.58	\$26.85	\$28.20	\$29.62	\$31.09
21	Monthly	\$4,219.16	\$4,432.41	\$4,653.47	\$4,886.81	\$5,132.44	\$5,388.11
22	Hourly	\$24.93	\$26.17	\$27.49	\$28.86	\$30.31	\$31.81
22	Monthly	\$4,321.87	\$4,536.23	\$4,763.99	\$5,001.80	\$5,250.77	\$5,514.26
23	Hourly	\$25.58	\$26.85	\$28.20	\$29.62	\$31.09	\$32.66
23	Monthly	\$4,432.41	\$4,653.47	\$4,886.81	\$5,132.44	\$5,388.11	\$5,660.52
24	Hourly	\$26.16	\$27.48	\$28.85	\$30.28	\$31.80	\$33.40
24	Monthly	\$4,535.13	\$4,762.88	\$5,000.69	\$5,248.55	\$5,513.14	\$5,787.80
25	Hourly	\$26.85	\$28.20	\$29.62	\$31.09	\$32.66	\$34.27
25	Monthly	\$4,653.47	\$4,886.81	\$5,132.44	\$5,388.11	\$5,660.52	\$5,941.87
26	Hourly	\$27.51	\$28.89	\$30.35	\$31.85	\$33.45	\$35.12
26	Monthly	\$4,767.35	\$5,007.39	\$5,258.59	\$5,520.96	\$5,798.96	\$6,087.02
27	Hourly	\$28.22	\$29.63	\$31.12	\$32.68	\$34.31	\$36.02
27	Monthly	\$4,890.15	\$5,135.78	\$5,393.68	\$5,663.87	\$5,946.34	\$6,243.32
28	Hourly	\$28.89	\$30.36	\$31.86	\$33.46	\$35.13	\$36.89
28	Monthly	\$5,008.51	\$5,260.84	\$5,522.08	\$5,800.08	\$6,089.25	\$6,395.17
29	Hourly	\$29.65	\$31.14	\$32.69	\$34.34	\$36.04	\$37.85
29	Monthly	\$5,139.13	\$5,397.04	\$5,666.12	\$5,949.69	\$6,246.67	\$6,560.41
30	Hourly	\$30.36	\$31.87	\$33.46	\$35.14	\$36.90	\$38.73
30	Monthly	\$5,261.94	\$5,524.32	\$5,801.20	\$6,090.37	\$6,396.29	\$6,715.60
31	Hourly	\$31.13	\$32.69	\$34.32	\$36.03	\$37.83	\$39.73
31	Monthly	\$5,395.93	\$5,664.99	\$5,947.46	\$6,245.56	\$6,557.05	\$6,886.42
32	Hourly	\$31.91	\$33.50	\$35.19	\$36.95	\$38.79	\$40.74
32	Monthly	\$5,531.02	\$5,807.90	\$6,098.19	\$6,404.09	\$6,724.52	\$7,060.58
33	Hourly	\$32.72	\$34.36	\$36.08	\$37.88	\$39.78	\$41.76
33	Monthly	\$5,672.80	\$5,954.16	\$6,253.38	\$6,565.98	\$6,895.35	\$7,238.11
34	Hourly	\$33.51	\$35.19	\$36.96	\$38.80	\$40.75	\$42.77
34	Monthly	\$5,809.01	\$6,099.31	\$6,406.33	\$6,725.64	\$7,061.71	\$7,415.62
35	Hourly	\$34.35	\$36.05	\$37.86	\$39.76	\$41.75	\$43.85
35	Monthly	\$5,951.92	\$6,248.91	\$6,562.63	\$6,892.00	\$7,235.86	\$7,599.84
36	Hourly	\$35.20	\$36.97	\$38.81	\$40.75	\$42.78	\$44.94
36	Monthly	\$6,100.41	\$6,407.45	\$6,727.88	\$7,062.82	\$7,416.74	\$7,788.53
37	Hourly	\$36.11	\$37.90	\$39.80	\$41.79	\$43.88	\$46.08
37	Monthly	\$6,258.96	\$6,570.45	\$6,898.70	\$7,244.80	\$7,605.43	\$7,985.02
38	Hourly	\$37.02	\$38.89	\$40.83	\$42.88	\$45.01	\$47.27
38	Monthly	\$6,417.50	\$6,740.15	\$7,078.45	\$7,431.25	\$7,801.92	\$8,192.69
39	Hourly	\$37.95	\$39.85	\$41.83	\$43.92	\$46.13	\$48.44
39	Monthly	\$6,578.27	\$6,907.63	\$7,251.50	\$7,614.36	\$7,996.19	\$8,397.00
40	Hourly	\$38.91	\$40.85	\$42.90	\$45.03	\$47.30	\$49.64
40	Monthly	\$6,744.63	\$7,081.79	\$7,434.60	\$7,805.28	\$8,198.27	\$8,605.79

Tentative Agreement
Between
The California School Employees Association
and it's Fullerton High Chapter 82 (CSEA)
and Fullerton Joint Union High School District
Of the 2022/25 CSEA Collective Bargaining Unit Agreement

April 27, 2022

Pursuant to negotiations between the California School Employees Association and its Fullerton High Chapter 82 (CSEA) and the Fullerton Joint Union High School District (District), the following agreement concludes negotiations for 2022/25. The parties have agreed to amend the following articles of the collective bargaining agreement to read as follows:

ARTICLE I: PARTIES TO AGREEMENT

This is an agreement made and entered into this twenty-seventh day of April, 2022 ~~twenty-first day of March, 2018~~, between the Fullerton Union High School District (hereinafter referred to as "District") and the California School Employees Association, Chapter 82 (hereafter referred to as "Association").

ARTICLE II: RECOGNITION

The Fullerton Union High School District grants exclusive recognition to the California School Employees² Association, ~~and its Fullerton High Chapter 82 (CSEA)~~, for the employees in the ~~representation~~ bargaining unit which is comprised of all classified positions, excluding confidential, supervisory and management employees. It is agreed that if management seeks to have a ~~newly-created~~ bargaining unit classified position placed in a confidential, supervisory or management position, it will meet and confer upon request of the exclusive representative.

ARTICLE VII: COMPENSATION

Retroactively Effective for the 2017/18 2022/23 Fiscal Year

The salary schedule for the ~~2017/18~~ 2022/2023 year is attached hereto as Appendix A. A ~~five percent (2.5%)~~ four and one-half percent (4.5%) on-schedule increase shall be ~~applied~~ reflected ~~on~~ to the ~~2017/18~~ 2022/2023 classified salary schedule, ~~retroactive to July 1, 2017.~~

In the event the 2022/23 COLA is finalized (as determined by the Department of Finance) at greater than the estimated 5.33%, the classified salary schedule shall be increased by eighty percent (80%) of the increased COLA and Appendix A shall be amended. For

example, if the final COLA is 6.33% we would calculate the increased COLA by one percent (1%), therefore eighty percent (80%) of the one percent (1%) will require an additional eight-tenths of a percent (0.8%) to the agreed upon four and one-half percent (4.5%), which would result in a total of five and three-tenths percent (5.3%) increase to the salary schedule.

Effective for the 2023/24 Fiscal Year

A three percent (3.0%) on-schedule increase shall be applied to the 2022/23 Classified salary schedule. Additionally, an off-schedule payment of 3.0 % shall be paid at the end of the 2023/24 school year. This one-time 3.0 % payment shall be applied to the June 2024 paycheck. Business Services will verify active employees as of May 1, 2024 and calculate the 3.0% based on the employees' annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the hire date).

Effective for the 2024/25 Fiscal Year

The 2022/23 classified salary schedule shall be increased by seventy-five percent (75%) of the final 2024/25 COLA as determined by the Department of Finance. For example, should the final 2024/25 COLA be 3.64%, the classified salary schedule shall be increased by 2.73%.

Additionally, an off-schedule payment of 2.5% shall be paid at the end of the 2024/25 school year. This one-time 2.5% payment shall be applied to the June 2025 paycheck. Business Services will verify active employees as of May 1, 2025 and calculate the 2.5% based on the

employees' annual salary (which includes longevity, excludes all extra earnings, and may be pro-rated depending on the hire date).

**All other language in Article VII status quo*

ARTICLE IX: GRIEVANCE PROCEDURE

Level VI

If the grievant is not satisfied with the result of Level V conciliation, he/she may within thirteen (13) days of the conclusion of Level V conciliation request in writing **to the Association** that ~~the Association submit~~ his/her grievance **be submitted** to arbitration.

**All other language in Article IX status quo*

ARTICLE XI: TRANSFER

4. District Initiated Transfers/Involuntary

Staff members who are to be transferred will be provided no less than five (5) workdays notice prior to the transfer, unless the need of students, staff members or the District necessitates immediate transfer. CSEA shall be given written notice if a staff member is to be transferred with less than five (5) workdays notice.

**All other language in Article XI status quo*

ARTICLE XII: LEAVES

5. Personal Necessity Leave

C. Procedure

1. Employees shall submit a request for personal necessity leave approval on ~~the a District-approved~~ **Classified Employee Leave Request Authorization Form** ~~form~~ to the immediate supervisor **normally** not less than three (3) working days prior to the beginning date of the leave, except in the Transportation Department where requests must be made not less than three (3) working days prior to the publication of the next week's schedule.

9. Program Closed/ Dark Days

The District and CSEA agree to adjust the “Dark Days” of Thanksgiving Break by requiring all employees whose regular work year is less than 12 months to have their program closed (unpaid) on the following days:

- The Wednesday of Thanksgiving Break
- The first workday of Winter Break
- The first workday of Spring Break

All classified staff whose regular work year is less than 12 months will be required to use their available vacation on the Monday and Tuesday of Thanksgiving Break. In the event of insufficient vacation, unpaid leave shall be used.

**All other language in Article XII status quo*

ARTICLE XV: LAYOFF

PROCEDURE FOR REDUCTION IN STAFF: CLASSIFIED SERVICE

Unit members on existing reemployment lists with the District as of June 30, 2011, shall maintain their level of seniority on the lists for purposes of reemployment. This standard shall continue in effect until such time as the Unit members are reemployed or exhaust reemployment rights. The District shall provide the association with a seniority list of Unit members in each current job classification no later than the first working day of December, one week before the first day of student attendance of each school year.

1. Notice of Layoff - Education Code section 45117(g)

When classified positions must be eliminated as the result of the expiration of a specially funded program, the District will give employees at least 60 calendar days’ notice before the layoff becomes effective. Written notice will be sent by registered mail to all probationary and permanent employees affected or handled personally. Layoffs implemented pursuant to this paragraph are not subject to a hearing before an Administrative Law Judge.

3. Demotion in Lieu of Layoff

- C. If the displaced employee is on temporary transfer ~~assign~~ assignment, he/she shall be returned to his/her regular assignment.

5. Rights Upon Reemployment

A person reemployed from layoff shall be fully restored to his/her position with all rights to permanent status. However, no seniority shall be earned during periods of separation from the service of the School District. An employee who has been laid off for lack of work or lack of funds and who is on a layoff list may be reemployed as a substitute or short-term employee (as those terms are defined in Section ~~43584~~ 45103 of the Education Code) in his/her original classification or any other classification for which qualified and such employment shall in no way jeopardize or otherwise affect his/her status or eligibility for reemployment. The District will attempt to provide substitute or short-term employment to those on the reemployment list in accordance with seniority by classification as funds are made available.

6. Notice and hearing requirements for layoffs subject to Education Code section 45117 paragraphs (a) through (f) shall be as set forth therein.

**All other language in Article XV status quo*

ARTICLE XVII: TRANSPORTATION

Assignment of Bus Drivers

C. Prior to the beginning of each school year, each regular bus driver will have an opportunity to review bus routes and schedules and to designate his/her preference of assignment.

Drivers will be provided with available routes, 48 hours in advance of the bus driver's first day of reporting back to work, for review if they so choose. **Prior to bidding, drivers will be afforded up to one (1) hour to review the available routes.** Routes are subject to change due to student needs.

2. Extra Trips

A. Extra trips shall be assigned by the Supervisor **on a rotating basis** to meet the transportation needs of the users of the District Transportation Department. Such assignments will be made based upon, but not limited to, the following criteria:

B. If an eligible driver does not accept an extra trip, his/her name shall be placed at the bottom of the rotation list. If a driver cannot accept an extra trip due to a preexisting work assignment, that driver shall remain at the top of the rotation list.

If a driver is not eligible for an extra trip, that driver shall remain at the top of the rotation list and the reason shall be provided.

- B-C.** Extra trip requests which have been received and approved by the Supervisor will be assigned, posted, and a copy of the trip request placed in the assigned driver's mailbox no later than Friday afternoon of the week preceding the week in which the trip is scheduled.
- C-D.** Relief drivers will be assigned extra trips only when no regular drivers are available.
- D-E.** Extra trips will be assigned to complete each driver's workday with the exception of the leave provisions listed in Article XII. Should a driver decline to accept an extra trip assignment, **the assignment shall be offered to the next eligible driver on the extra trip rotation list.**~~his/her hours in paid status for that day will be reduced by the number of hours the trip actually ran. This reduction would not exceed the number of hours between the driver's regular home-to-school routes driven and the normal workday assigned for home-to-school routes and extra trips.~~
- E-F.** Approved extra trip requests which are received later than Friday of the week preceding the date on which they are scheduled shall **be assigned to the next eligible driver on the extra trip rotation list, unless that driver** ~~not be assigned to any driver who has an approved request for absence on the date of the trip.~~
- F-G.** If a driver is assigned an extra trip which requires an overnight stay, the driver shall be paid for at least eight hours each day that he/she is in the process of completing the assignment. Should it be necessary for the driver to drive for more than eight hours on any of those days, he/she will be compensated for the overtime hours at the appropriate rate. All driver's expenses related to meals and sleeping accommodations shall be reimbursed to the driver upon the District's receipt and approval of such a claim.
- G-H.** When an extra trip ~~is cancelled on the same day within two hours of the scheduled start time of the trip,~~ the driver shall receive ~~a maximum of two (2) hours pay,~~ **and the driver may still be reassigned a full shift mid-day.**

4. Overtime

- A. Assignments which are likely to result in overtime hours will be assigned by the Supervisor based on the overtime rotation list. Overtime will be distributed by the Supervisor on a rotating basis to eligible drivers. Drivers refusing overtime will be rotated to the bottom of the list(s). There will be two separate weekly trip rotation lists maintained by the

Supervisor. One list will be for Monday through Friday, while the second list will be for Saturday and Sunday. If a trip that is scheduled between Monday through Friday is cancelled, the driver assigned to that trip will remain at the top of the weekly rotation list and have priority for the next available overtime trip. If a Saturday or Sunday trip cancels on the same day, the driver's name will remain in place and eligible on the established weekly trip rotation list, ~~unless~~ and the driver ~~has been~~ shall be compensated two (2) hours that would include prep time for the trip cancellation. If a Saturday or Sunday trip cancels prior to the day of the trip, the driver's name will remain in place and eligible on the established weekly trip rotation list. Holiday trips will be considered the same as Saturday and Sunday trips.

**All other language in Article XVII status quo*

ARTICLE XVIII: REPRESENTATION FEE-Organizational Security

1. General Provision:

- 1- A. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Either party shall not exert pressure on or discriminate against an employee regarding such matters.

2. Membership and Dues Deduction:

- A. CSEA presently has the sole and exclusive right to receive the payroll deduction for regular membership dues.
- B. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The District shall refer all employee questions about CSEA or dues to the Fullerton High Chapter 82 President or designee, and/or to the CSEA Labor Relations Representative.
- C. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

- D. The District 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.**
- E. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain CSEA staff approval on behalf of the union before processing any revocation request.**
- F. There shall be no charge by the District to CSEA for regular membership dues deduction.**

~~2. Membership in the Association is not compulsory. Except as provided elsewhere in this Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, shall, on or before the sixtieth (60th) day following either the beginning of the fiscal year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment and of continued employment must either:~~

- ~~A. Become a member of the Association, or~~
- ~~B. All bargaining unit members who are not members of the Association shall pay to the Association during the term of the Agreement a service fee in the amount equal to the Association's monthly dues for representing such employees which the Association certifies in writing as a cost for representing non-members of the Association with the District. Each year such amount shall be verified and submitted in writing to the District by the Association within thirty (30) days before the effective date of the Agreement. The service fee payment described herein may be made at the employee's option either through payroll deduction or total payment directly to the Association by November 15 of each year.~~

~~3. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code Chapter 10.7 of Division 4, Table 1, 3540, as amended, and construed by the Educational Employment Relations Board, federal and state courts and to the extent that it does not conflict with any federal or state laws.~~

~~4. Exceptions to Section 2 above shall be:~~

- ~~A. Part-time bargaining unit members shall pay a fee in an amount equal to the Association's prorated monthly dues for part-time employees.~~
- ~~B. Full-time bargaining unit members who become eligible during the month shall be required through direct payment or deduction authorization, only a pro-rata amount of the membership dues or service charge. Payment may be made in total directly to the Association within sixty (60) days of employment, or by payroll deduction.~~

- ~~C. Notwithstanding the provisions of 2-B of this Article, any unit member who evidences to the Association that he/she is a member of an organization whose long-standing teachings have historically forbidden joining or supporting a labor union or similar organization and as such, member has such a personal conviction, shall so as to show good faith inasmuch as other non-members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such unit members shall, as a condition of continued employment, pay a sum equivalent to the dues uniformly required to be paid by the members of the Association to a non-union, non-religious charitable organization mutually agreed upon by the unit member and the Association (furnishing a copy of the receipt thereof to the Association) or authorize payroll deduction for said sum in the same manner as provided in the preceding Article. In the event the unit member does not pay such sum directly to the charitable organization or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such unit member in accordance with law and the provisions of this Article, recognizing the failure of such unit member to comply with such provisions is just and reasonable cause for discharge.~~
- ~~5. In the event that a bargaining unit member who is covered by this Article does not join the Association or pay the service fee as provided above, such employee shall be given termination notice subject to the Education Code and Government Code Chapter 10.7, provided the Association has complied with the following:~~
- ~~A. Fulfillment of the requirements of Section 3 in this Article.~~
 - ~~B. Fulfillment of its fiduciary obligations by sending written notice to the member of the bargaining unit that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the District.~~
 - ~~C. Fulfillment of its responsibilities by sending written notice to the member of the bargaining unit (copy to the District)) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter and that a request for his/her termination was being made to the District by the Association.~~
 - ~~D. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the member of the bargaining unit has not complied with his/her obligations and that it is an official request of the Association.~~

- ~~6. If a member of the bargaining unit has tendered directly to the Association the membership dues or the service charge or has written authorization in effect requiring the deduction of dues or service charge, the employee shall not under any circumstances risk the loss of employment because of a lack of good standing in the Association. The Association shall not cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than his/her failure to tender the dues or service charge to the Association.~~
- ~~7. In the event an employee does not tender payment of dues directly to the Association, the employee may execute a written District authorization form to the District for deductions from his/her pay. Such written authorization must be voluntary and is revocable at any time. The deductions permitted under the authorization shall be:~~
- ~~A. Association member - the monthly dues of the local association, including state organization but excluding all other charges, including fines and assessments.~~
 - ~~B. Non-members - a certified amount of the cost as verified in Section 2-B above.~~
 - ~~C. Such deductions shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee.~~
 - ~~1. Deductions shall be made in equal monthly installments after receipt of the authorization.~~
 - ~~2. By the fifteenth (15th) of each succeeding month, the District shall transmit the monies to the Association.~~
- ~~8. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this section.~~
- ~~9. As a condition to the effectiveness of this Article, the Association agrees:~~

3. Hold Harmless Provision:

- A. **CSEA shall defend and** indemnify and financially hold harmless the District, Board of Trustees, each individual school Board member, and all administrators in the District against any and all claims, demands, costs, lawsuits, judgments, including attorneys' fees for attorneys individually chosen by said District, Board of Trustees, each individual school Board member, and all administrators in the District for the purpose of defending said persons or District, and any other form of liability and expense, including but not limited to all court or administrative agency cost that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. ~~As a condition precedent to the enforcement of this Section deemed "Representation Fee,"~~

~~the Association, in addition to itself agreeing to indemnify the expenses as provided herein, shall cause its parent organization, the California School Employees' Association, to agree in writing to indemnify, guarantee and hold financially harmless the District, Board of Trustees, each individual school Board member, and all administrators in the District from all liabilities and expenses in terms exactly consistent with the Association's duties and obligations, as contained herein.~~

**All other language in Article XVIII status quo*

ARTICLE XXIII: CONCLUSION OF MEET AND NEGOTIATION

~~During the term of this Agreement, unless otherwise specified by this agreement, the Association and the District expressly waives and relinquish the right to negotiate and agrees that the Association and the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement, or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.~~

The District and Association agree that if the financial needs of the District cannot be sufficiently met, as determined by the District, by the implementation of this Agreement, the contract will be subject to expedited re-openers as set forth in Article XXIII. Negotiations will begin within ten (10) Days after a written request for re-openers. Any salary concessions made under the above provisions shall be ongoing.

ARTICLE XXIV: TERM

~~2021-2022-2022-2025~~

~~This Agreement shall remain in full force and in effect up to and including June 30, 2022-2025. The contract will be closed for 2022/23, 2023/24, and 2024/25. The Fullerton Joint Union High School District (District) and the California School Employees Association and its Fullerton High Chapter 82 (CSEA) agree to expedite the full reopening of negotiations for a successor contract to the 2021-2022 Collective Bargaining Agreement. CSEA and the District shall submit in writing their full and complete reopener initial sunshine proposals to the Board of Trustees by the first~~

scheduled Board Meeting of February 8, 2022 2025. Negotiations of the contract in full will begin no later than March 4, 2022 2025.

~~FJUHSD—CSEA MOU Trigger Language for 2018/19 and 2019/20~~

~~MEMORANDUM OF UNDERSTANDING (MOU)~~

~~Between the~~

~~Fullerton Joint Union High School District (District)~~

~~And the~~

~~California School Employees Association (CSEA)~~

~~And its~~

~~Fullerton High Chapter 82~~

~~CSEA Trigger Language~~

~~Sharing Additional LCFF Base Funding in 2018/19 & 2019/20~~

~~March 22, 2018~~

~~This MOU between the District and CSEA and its Fullerton High Chapter 82 is intended to address financial compensation for CSEA unit members for the 2018/19 and 2019/20 school years, should the District receive additional LCFF base funding over the amount projected in the 2017-18 Second Interim Report.~~

~~A comparison of the LCFF Total Base amount from the 2017/18 Second Interim Report FCMAT LCFF calculator projection, to the 2018/19 and 2019/20 LCFF Total Base amount using the Adopted State Budget information, will be calculated to determine the difference in the LCFF Total Base amount.~~

~~If the LCFF Total Base amount increases between these years, half of this additional money will be retained by the District, 21% of the remaining half will be given to CSEA for on-salary schedule increases.~~

~~In computing the trigger amount, the ADA amounts from the 2017/18 Second Interim Report will be used for the 2018/19 and 2019/20 LCFF Total Base amount calculation, 13,443.18 ADA and 13,366.37, respectively.~~

~~The increase would be calculated using the 2017/18 Second Interim Report FCMAT LCFF calculator projection base amount of \$120,061,041 for 2018/19 and \$122,248,820 for 2019/20. The calculation does not include the funding received for the Grade Span, Supplemental or Concentration amounts~~

~~Any amount above a 5% increase will necessitate returning to the negotiation table.~~

~~Notes:~~

~~If the 2018/19 and 2019/20 LCFF base amounts from the State Adopted budget, do not exceed the 2017/18 Second Interim LCFF base amount for 2018/19 (\$120,061,041) and for 2019/20 (\$122,248,820), the Trigger language will not go into effect for the 2018/19 and 2019/20 years, respectively.~~

~~If the State changes the LCFF method of funding for School Districts, additional dialogue will be brought back to the negotiation table to discuss alignment to the new method of funding for School Districts.~~

~~No other revenues will be used in the calculation.~~

~~Increases will be retroactive to the beginning of that fiscal school year (July 1).~~

~~The calculation for the trigger language will be done on September 15" each year. Any increase from this calculation will be received by the Members by November 30" of that year.~~

~~This MOU is subject to ratification by the CSEA and its Fullerton High Chapter 82 membership, CSEA Policy 610 requirements and approval by the Board of Trustees of the Fullerton Joint Union High School District.~~

~~FJUHSD – CSEA NEW TERM AGREEMENT~~

~~New Term Agreement
Between the
California School Employees Association (CSEA)
and its Fullerton High Chapter 82
And the
Fullerton Joint Union High School District (District)~~

~~March 22, 2018~~

- ~~1. To promote stability in the bargaining relationship between the District and CSEA and its Fullerton High Chapter 82 the parties agree to enter into a new collective bargaining agreement with the duration of July 1, 2018 through June 30, 2021.~~
- ~~2. The new agreement shall embody all terms of the agreement that expire on June 30, 2018, and the new term shall apply to those terms.~~
- ~~3. The parties agree to commence negotiations on proposed changes to the new agreement as soon as practicable after sunshining occurs for the 2020-2021 fiscal year, limited to compensation, employee insurance benefits, and up to two additional articles at the option of each party.~~
- ~~4. This agreement preserves and promotes all rights the parties have with respect to the provisions of the Educational Employment Relations Act.~~

Tentative Agreement
Between
California School Employees Association (CSEA)
Chapter #82
and Fullerton Joint Union High School District
For the Third Year Reopener
Of the 2018/2021 CSEA Collective Bargaining Unit Agreement

February 17, 2021

Pursuant to negotiations between the California School Employees Association (CSEA) and its Fullerton High Chapter 82 and the Fullerton Joint Union High School District (District), the following 2020/21 reopener agreement concludes negotiations for 2020/21. The parties have agreed to amend the following articles of the collective bargaining agreement to read as follows:

ARTICLE XVII- TRANSPORTATION

C. Prior to the beginning of each school year, each regular bus driver will have an opportunity to review bus routes and schedules and to designate his/her preference of assignment. Drivers will be provided with available routes, 48 hours in advance of the bus driver's first day of reporting back to work, for review if they so choose. Routes are subject to change due to students needs.

D. Bus drivers will provide the Transportation Supervisor a list of their preferred routes on the first duty day of each work year, by order of District seniority as a bus driver. Bus assignments will be made by the Supervisor based on the following criteria: driver preference, driving competency, care of equipment, safety record, and past work performance. If all relevant criteria from the above list are equal, District seniority as a bus driver shall be the determining factor.

E. The Supervisor may reassign bus drivers, buses, or routes during the year to accommodate pupil loads, scheduling changes, time factors, or safety conditions. In the event the Supervisor reassigns a bus driver's route, the reason(s) for the reassignment shall be provided.

4. Overtime

A. Assignments which are likely to result in overtime hours will be assigned by the Director/Supervisor based upon the overtime rotation list. Overtime will be distributed by the Director/Supervisor on a rotating basis to eligible drivers. There will be two separate weekly trip rotation lists maintained by the Director/Supervisor. One list will be for Monday through Friday, while the second list will be for Saturday and Sunday. If a trip that is scheduled between Monday through Friday is cancelled, the driver assigned to that trip will remain at the top of the weekly trip rotation list and have priority for the next available overtime trip. If a Saturday or Sunday trip cancels, the driver's name will remain in place and eligible on the

~~established weekly trip rotation list, unless the driver has been compensated for the trip cancellation. Holiday trips will be considered the same as Saturday and Sunday trips.~~

ARTICLES XII- LEAVES

7. Catastrophic Sick Leave Bank

~~A maximum of 5 unused days donated to the CSLB by a CSEA unit member who subsequently transitions from the CSEA bargaining unit to a position in management, supervisory, or confidential within the District shall be referred to the employee.~~

8. Vacation Leave

A. Purpose

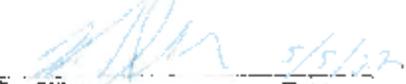
~~Vacation leave shall be granted in proportion to the time worked each year and to the length of service within the District to permanent employees who have accrued vacation credit described herein. Vacation leave may, with advanced written (memorandum) approval by the employee's immediate supervisor prior to being absent, be taken at any time. The employer's immediate supervisor or administrator shall respond on the District Employee Leave Request Authorization Form in a timely manner, as possible, but no later than three (3) work weeks from the date the form was received by the supervisor or administrator. Vacation credit shall be computed on a five-year basis, beginning July 1 and ending June 30.~~

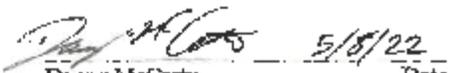
Appendix A- Salary schedule

~~Add: **4.69% increase effective July 1, 2020~~

This MOU Tentative Agreement is subject to ratification by the California School Employees Association and its Fullerton High Chapter 82 (CSEA) membership, CSEA 610 requirements, and approval by the Board of Trustees of the Fullerton Joint Union High School District.


Edward D. Atkinson, Ed.D. Date
Assistant Superintendent Human Resources


Joe Sliker Date
CSEA President


Danny McCarty, Date
CSEA Labor Relations Representative

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