

BOARD OF EDUCATION

of the

WEST COVINA UNIFIED SCHOOL DISTRICT

AGREEMENT

with

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #91

EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2013

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AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by and between the Governing Board of the West Covina Unified School District (hereinafter referred to as District), whose address is 1717 West Merced Avenue, West Covina, CA 91790 and California School Employees Association (CSEA) and its Chapter #91 (hereinafter referred to as Chapter #91).

APPROVED

For the Chapter #91, affiliated with CSEA

For the Board of Education

Marina Magana, President

Debra T. Kaplan, Superintendent

ARTICLE 1

TERM

This Agreement shall remain in full force and effect from July 1, 2010 through June 30, 2013.

ARTICLE 2

RECOGNITION

The District confirms its recognition of Chapter #91 as the exclusive representative for that unit of employees recognized by the Board per its Resolution #280 dated May 18, 1977, and the recognition agreement dated May 23, 1977, incorporated herein.

The District recognizes the West Covina Chapter #91 affiliated with California School Employees Association as the exclusive representative for the purposes of the Educational Employment Relations Act (Government Code Sections 3450, et. set, Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

- Account Clerk I
- Account Clerk II
- Account Clerk III
- Account Technician
- Accounting/Budgeting Technician
- Administrative Secretary I
- Alternative School Secretary
- Attendance/Accounting Clerk
- Audio-Visual Technician
- Baker I
- Bilingual Resource Assistant
- Building Maintenance Worker
- Building Maintenance Worker II
- Bus Driver
- Buyer I
- Buyer II
- Campus Monitor
- Campus Security
- Career Center Aide
- Career Center Assistant
- Career Center Technician
- Carpenter
- Child Center Leadperson
- Child Day Care Assistant I
- Child Day Care Assistant II
- Clerical Assistant I
- Clerical Assistant II
- Clerical Assistant III

Clerical Assistant Elementary
Computer Operator
Computer Programmer
Computer Programmer Analyst
Computer Systems Support Specialist
Computer Systems Support Technician I
Computer Systems Support Technician II
Cook
Counseling Clerk
Custodian I
Custodian II
Data Processing Technician
Dispatcher/Bus Driver Instructor
District Library/Media Technician
District Media Assistant
Electrician
Elementary School Office Manager
Fiscal Services Supervisor
Glazier
Glazier/Maintenance Worker
Grounds Equipment Operator
Grounds Maintenance Worker I
Grounds Maintenance Worker II
Grounds Maintenance Worker III
Health Clerk
Heating/Ventilation/Air Conditioning Mechanic
Instructional Assistant I
Instructional Assistant II
Instructional Assistant-Bilingual/Classroom
Instructional Assistant-Bilingual/ELL Testing
Instructional Assistant-Computer Assisted
Instructional Assistant-Special Ed
Instructional Program
Irrigation/Grounds Maintenance Worker III
Lead Grounds Worker
Lead Painter
Library Technician
Licensed Vocational Nurse
Locksmith
Material Expediter
Mechanic Assistant
Media Center Assistant I
Media Center Assistant II
Media Center Assistant III

Network Administrator
 Nutrition Service Assistant I
 Nutrition Service Assistant II
 Nutrition Service Bookkeeper
 Nutrition Service Delivery Driver
 Nutrition Service Satellite Operator I
 Nutrition Service Satellite Operator II
 Nutrition Service Supervisor I
 Nutrition Service Supervisor II
 Operations/Maintenance Worker
 Painter
 PE/Athletic Equipment Attendant
 Physical Education Aide
 Plumber/Welder
 Primary Intervention Assistant
 Purchasing Clerk
 Registrar
 Reprographics Operator/Mail Clerk
 Resource Assistant Multilingual
 School Community Liaison Aide Bilingual
 School Data Processing Technician
 Secretary I
 Secretary II
 Secretary II – Nutrition Service Operations
 Secretary III
 SIP Project Aide
 Snack Bar Operator
 Specialized Health Care Clerk
 Student Body Account Clerk
 Student Store Operator
 Switchboard/Receptionist/Clerical Assistant I
 Switchboard/Receptionist/Clerical Assistant II
 Technology Services Specialist
 Transportation Leadworker
 Vehicle and Equipment Mechanic
 Warehouse Delivery Driver
 Warehouse Leadworker

Exclusions from the representation unit shall be the following:

- A. Confidential Positions: Superintendent's Office - (1) Sr. Executive Assistant; Assistant Superintendent – Business Services Office - (1) Executive Assistant; Assistant Superintendent – Educational Services Office – (1) Executive Assistant; Assistant

Superintendent – Human Resources Office - (1) Executive Assistant; (2) Personnel Specialists; (1) Personnel Assistant III; (1) Clerk Typist II Confidential.

- B. Management Positions: Assistant Superintendent Business Services; Assistant Superintendent Human Resources; Assistant Superintendent Educational Services; Director of Fiscal Services; Director of Technology Services; Director of Building and Transportation Services; Director of Facilities; Director of Nutrition Services; Director of Purchasing and Warehouse Support Services; Accountant/Auditor; Nutrition Services Supervisor III; Operations Lead Worker; and Plant Operations Supervisor.
- C. Supervisory Positions: None
- D. Others: Substitute Employees when employed for the purpose of relieving bargaining unit members who are on illness or other leaves of absence; Short-Term Employees when employed to perform a service for the District upon completion of which, the services required or similar services will not be extended or needed on a continuing basis; Full-Time or Part-Time Students in any college work-study program; Noon/Duty Supervisors (by whatever name) when the job description does not authorize or require the performance of duties other than playground supervision or students for the purpose of providing certificated personnel with a duty-free lunch period.

The West Covina Chapter #91, affiliated with the California School Employees Association, has agreed not to seek a clarification or amendment of the representation unit, either as to the specific exclusions or the enumerated inclusions.

All newly created classified positions except those that are management, confidential, or supervisory shall be assigned to the bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work pursuant to Education Code 45103.1(b) [District agrees to meet and negotiate if the District desires to hire outside contractors pursuant to Education Code 45103.1(a)]; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline unit members.

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

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Education. Emergency is defined as an occurrence requiring immediate attention by the District.

ARTICLE 4
ASSOCIATION RIGHTS

The District shall designate bulletin board space at each location for use by the CSEA at a place frequented by employees. All materials must be dated and signed by an official representative of CSEA, who will be responsible for the accuracy, content, and professional tenor of such material, and for providing the Superintendent or designee with a copy of such material prior to posting. Such material shall be limited to matters of direct concern to the employees covered by this Agreement and shall not be defamatory, obscene, or hold any individual or group to ridicule.

The District shall grant official representatives of CSEA access to employees' work areas during the employees' non-working time with the approval of the immediate supervisor of the work area.

Visitations by approved personnel shall be timed and conducted so as not to interfere with employees' work assignments or the educational operation or administrative process.

CSEA meetings among employees covered by this Agreement may take place on school premises only when the meeting takes place in its entirety on the non-working time of employees involved in the meeting. Employees normally working during regularly scheduled monthly CSEA meetings shall notify their supervisor of their desire to attend. Upon authorization to attend, all lost time must be made up.

CSEA and its members shall have the right to make use of school equipment and facilities when not otherwise in use. Use of school facilities and equipment shall be subject to District rules and regulations.

A written list of CSEA officials and representatives, including names and mailing addresses, shall be furnished to the District annually, and CSEA shall promptly notify the District of any changes.

The CSEA President and/or designee shall have ten (10) days of paid leave to utilize for local, state,

and national conferences, workshops, or other business. The president or designee shall be excused from duties for such attendance upon three (3) days advanced notice to the Superintendent or designee by the CSEA President. CSEA shall reimburse the cost of substitutes (if used) to the District.

Upon appropriate written authorization from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, charitable donations, or organizations approved jointly by CSEA and the District.

A representative of CSEA selected by an employee shall have the right to review the employee's personnel file when accompanied by the employee or upon presentation of a letter of authorization signed by the employee.

The District shall provide the Association with a complete list of unit members by current classification, primary job site, and date of hire by November 1, annually.

ARTICLE 5

SAVINGS

If any provisions of this Agreement are held to be contrary to operations of the law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect for the life of this contract.

If any such decision or change in law occurs, the parties hereto shall, upon request, within ten (10) working days commence meeting and negotiating with respect to the means of compliance herewith.

ARTICLE 6
SUPPORT OF AGREEMENT

This District and the Chapter #91 agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Chapter #91 will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Chapter #91.

ARTICLE 7
MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any District policy, procedure, or individual contracts of employment, the terms of this Agreement shall prevail.

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, or membership in any employee organization.

Both parties acknowledge that from time to time, transcription and typographical errors may occur in the preparation of this agreement. Should a dispute arise as to the correctness of contract language in the current version of this agreement, the language of the underlying tentative agreement(s), signed by both parties and formally approved by the Board and the CSEA membership shall prevail.

ARTICLE 8
CONTRACT REOPENERS

There shall be annual reopener negotiations on salary, benefits, and two articles chosen by each party.

ARTICLE 9
CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by its officers, agents, or members during the term of the agreement, including compliance with the request of other labor organizations to engage in such activities. The District agrees that it shall not engage in a lockout of bargaining unit employees.

ARTICLE 10
UNIFORMS

The District shall initially supply five (5) sets of uniforms, then two (2) sets a year for replacement. The District requires uniforms to be worn by all maintenance and operations unit members, bus drivers, warehouse delivery drivers, nutrition service delivery drivers, and campus security personnel.

ARTICLE 11
ASSIGNMENT TO CLASSIFICATIONS

Specific job assignments within a classification are made by the supervisor to whom the employee is directly responsible.

ARTICLE 12
EMPLOYMENT STATUS

Initial Probation Period - During the initial nine (9) months of actual service, unit members are probationary employees and may be dismissed without cause at any time during the probationary period. This language shall apply to unit members initially employed after July 1, 1997.

Permanent Employment - Employees in the classified service who are permanent in their classification will not be suspended, demoted, or dismissed except for reasonable cause, except as provided in "Promotional Probation" below.

Promotional Probation - Unit members who have completed the initial probationary period and are promoted to another classification will serve a promotional probationary period of six (6) months. During that time they shall be subject to demotion without formal cause. The employee shall have the right to be placed in the former classification in which the employee has established permanency rights. Such employees shall have bumping rights in the former class. This language shall apply to unit members promoted after July 1, 1997.

(Restricted employees do not attain permanent status.) Nothing in these rules shall be construed to prevent layoffs for lack of work or for lack of funds.

ARTICLE 13
JOB VACANCY AND TRANSFER

Employee Requested Transfer

Any member of the bargaining unit may request a transfer to any job location within the same classification subject to the following conditions.

- a) Requests for transfers will be considered only when a vacancy exists.
- b) A member of the bargaining unit desiring a transfer will file a request with the Human Resources Department. The request will remain on file until withdrawn in writing.
- c) The Human Resources Department will notify the supervisor(s) (where the vacancy exists) of the employee's request for transfer.
- d) The Human Resources Department will provide the employee and the current immediate supervisor(s) with notification of the disposition of the voluntary transfer request. If the employee is denied the transfer, the employee may request a meeting with the supervisor who considered the transfer request.

District Initiated Transfer

- a) After preliminary approval of the proposed transfer has been given by the Assistant Superintendent – Human Resources, the unit member who is to be transferred shall receive a written notice of the proposed transfer. Upon request, the unit member shall receive a written statement on the form contained at Appendix F and a conference with the Assistant Superintendent or designee and the CSEA Chapter President or designee regarding the reasons for the transfer.
- b) A District initiated transfer shall not result in the loss of the compensation or any fringe benefits to the member, except in cases resulting from reduction of force.
- c) Unless waived by the employee, a period of fifteen (15) working days notice shall be given to the employee before the transfer is to take effect.
- d) The District may initiate a transfer at any time. The District may not initiate a transfer for arbitrary or capricious reasons.

Notice of Job Vacancies

- a) A notice of all bargaining unit positions which are declared vacant shall be posted in each school and worksite and at the District Human Resources Office for no less than seven (7) working days. A copy of such notice shall be sent to the Association at the time of posting.
- b) The job vacancy notice shall contain the job title, a brief description of the position and duties, the minimum qualifications, location, salary, and other pertinent information.
- c) Employees on leave or holding positions of less than twelve (12) months may request notification by the Human Resources Office when vacancies occur during periods they are not on duty.
- d) Employees who apply and meet the announced position specifications will be interviewed and considered for the position.
- e) Although the positions may be filled from within or outside the district, a preference is provided persons already associated with the West Covina Unified School District, provided the overall assessment is judged equal to the qualifications of other applicants.
- f) Members who are interviewed shall be notified regarding the disposition of their applications for the stated positions. Issues arising out of the exercise of the District's discretion in making employee requested transfers, District initiated transfers, or in the member application selection process, including the facts underlying the District's exercise of such discretion, shall not be subject to the grievance procedure.

ARTICLE 14
PERFORMANCE EVALUATIONS

WHEN EVALUATIONS ARE TO BE MADE

All regular classified employees shall be evaluated by their immediate supervisors in accordance with the following schedule:

Probationary employees: At the end of the fourth and eighth months of service. A seventh month evaluation may be given on the basis of need.

Permanent employees: At least once each year by May 30.

WHO MAKES EVALUATIONS

Each immediate supervisor under whom the employee has served for 60 working days or more during the rating period shall provide a performance evaluation, even though the employee may have left his/her supervision.

PROCEDURE TO BE FOLLOWED

Performance evaluation reports shall be made on forms prescribed by the district and shall be prepared by the employee's immediate supervisor. The form shall be reviewed by the next higher supervisor. Any conduct not directly observed by the evaluator will be investigated first by the evaluator before being placed in the evaluation. Any negative evaluation shall include a specific recommendation for improvement.

The immediate supervisor will present and discuss the performance evaluation report with the employee. The evaluation form shall be signed by the employee to indicate receipt, and will receive a signed copy.

Performance evaluation reports will be filed in the employee's personnel records and shall be available for review by the employee. All personnel files shall be kept in confidence and

shall be available for inspection only to other employees and officials of the district when actually necessary in the proper administration of the district affairs or the supervision of the employee.

If a permanent employee should receive an unsatisfactory performance evaluation, not meeting district standards, he/she shall be given a written plan to improve his/her evaluation to meet district standards.

The plan shall outline what the employee must do to meet the district standards including a meeting with their immediate supervisor, explaining what must be done by said employee to meet the standards.

The supervisor will maintain communications with the employee regarding his/her performance.

SPECIAL EVALUATIONS

A supervisor may issue to an employee a Notice of Outstanding Service or a Notice of Unsatisfactory Service at any time. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee. They shall be delivered to the employee personally by his immediate supervisor whenever practicable. A copy of such notice shall be placed in the employee's personnel file.

4 Month

8 Month

Annual

Unscheduled

WEST COVINA UNIFIED SCHOOL DISTRICT

Classified Personnel Performance Report

Employee _____ Classification _____ Due Date _____
 Location _____ Rater: _____ Title _____

Performance Dimensions: Please read the instructions and basis for evaluation before completing this form.

Evaluation Elements	Above Average	Average	Needs Improvement	Unsatisfactory
A. 1. Quality of Work Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quantity of Work Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Work Habits Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Work Attitude Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Relationship with Others Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Personal Qualities Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Acceptance of Responsibility Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Operation/Care of Equipment Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Leadership Ability Comments: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

White/Human Resources

Canary/Rater

Pink/Employee

B. Commendations:

Identify areas of strengths: _____

Recommendations:

Suggestions for improvement: _____

Overall Evaluation of Employee (check one)

Above Average Needs Improvement

Average Unsatisfactory

Complete on 8-Month Employee Only

I do ___ do not ___ recommend this employee be granted Permanent status.

Record Specific Action Plan to address items identified as Needs Improvement or Unsatisfactory to be undertaken during the next evaluation period.

Employee Comments: (Optional) _____

Signatures

I have reviewed this evaluation, discussed it with my immediate supervisor, and my signature does not of itself imply agreement to the evaluation. **I wish to respond in writing to this evaluation ___ and/or I wish to discuss it further ___.**

Signature of Rater _____ Date: _____

Signature of Employee _____ Date: _____

Rater's Supervisor: _____ Date: _____

White/Human Resources

Canary/Rater

Pink/Employee

WEST COVINA UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL PERFORMANCE REPORT

PURPOSE OF THE EVALUATION

Performance evaluation is of prime importance to both the Supervisor and the employee, and should serve the following purpose:

- Find out if employee's work is up to district standards
- Give recognition for good work
- Determine training needs
- Help employee improve work performance
- Let employee know how they are getting along

DIRECTIONS

The criteria for the Evaluation Elements are identified below. A rating of Needs Improvement or Unsatisfactory must be supported by a statement of the facts. Specific suggestions and commendations should be made in a written plan of improvement to assist the employee in improving their performance.

EVALUATION ELEMENTS

1. **Quality of Work:**
Ability to perform assignment in the absence of close supervision. Is able to comply with oral and written instructions. Is thorough, makes few mistakes, corrects own errors, finishes work in acceptable manner. Is familiar with all phases of job.
2. **Quantity of Work:**
Amount of work performed meets established district/school site expectations.
3. **Work Habits:**
Knows daily routine and has tools and equipment ready when beginning work assignment. Completes work assignment in allotted time. Willingly accepts assignments requiring ordinary responsibility and leadership. Willingly follows supervisors directions and follows established lines of communication and authority.
4. **Work Attitudes:**
Treats the public with respect and courtesy. Is fair, firm and consistent in working with students. Shows respect for personal worth of each student. Works effectively with fellow employees and treats them with respect and courtesy. Accommodating and cooperates fully with associates to plan and direct work to be completed in allotted time.
5. **Relationships with Others:**
Works harmoniously with others and projects a positive image.
6. **Personal Qualities:**
Arrives to work on time. Absent only when necessary. Dresses appropriately for assignment.
7. **Acceptance of Responsibility:**
Follows district policies, rules, regulations and supervisor's directives. Accepts and adapts to suggestions for work changes and improvements.
8. **Operation and Care of Equipment:**
Follows good practice of vehicle, equipment and personal safety. Work area maintained appropriately for assignment. Operates and cares for tools and equipment in a safe and effective manner.
9. **Leadership Ability:**
Is familiar with all phases of job. Promptness of action; soundness of decision. Ability to perform assignment in absence of supervisor and ability to motivate others.

White/Human Resources Canary/Rater Pink/Employee

WEST COVINA UNIFIED SCHOOL DISTRICT
SPECIAL EVALUATION
NOTICE OF OUTSTANDING SERVICE

To: _____ Department/Section: _____

From: _____ Location: _____

Date: _____

1. Describe the specific reasons for this notice (Time, Date, Location):

Employee Signature

Supervisor's Signature

Date: _____

White – Human Resources

Yellow – Employee

Pink - Supervisor

Form #7033

5/02

WEST COVINA UNIFIED SCHOOL DISTRICT
SPECIAL EVALUATION
NOTICE OF UNSATISFACTORY SERVICE

To: _____ Department/Section: _____

From: _____ Location: _____

Date: _____

1. Describe the specific reasons for this notice (Time, Date, and Location):

2. Identify the policy/rule/directive violated: _____

3. Statement of expectations regarding improvement of services/behavior: _____

You may respond to this notice within ten (10 days or thereafter). However, within ten (10) days, this notice will be placed in your personnel file.

I have reviewed this evaluation, discussed it with my immediate supervisor, and my signature does not of itself imply agreement to the evaluation. I wish to respond in writing to this evaluation and/or I wish to discuss it further .

Employee Signature

Supervisor's Signature

Date: _____

White – Human Resources

Yellow – Employee

Pink - Supervisor

ARTICLE 15

HOURS AND OVERTIME

A. Workweek

The workweek for full-time District employment shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week, exclusive of a duty-free lunch period, but inclusive of any rest periods prescribed by the District. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, or in the event of an emergency. The workday or workweek may be changed in the event of an emergency for a temporary period of time. The District retains the right to extend the regular workweek for employees in the bargaining unit on an overtime basis when deemed necessary to carry out the business of the district or in the event of an emergency as determined by the District.

Prior to any change in the workweek or work year, other than on a temporary basis, the District shall notify the unit member and the Association so that they shall meet to discuss the proposed change. The District may not initiate a change in the workweek and/or work year for arbitrary or capricious reasons. If the workweek or work year is changed for unit members presently employed, the District and the unit member shall make a good faith effort to mutually agree to the change. If consensus is not reached, the District shall provide fifteen (15) working days prior notice of the change. New unit members shall be assigned a workweek that meets the needs of the District.

B. Workday

The length (number of hours per day) of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a regular and ascertainable minimum number of hours.

Prior to any change in the workday hours, other than on a temporary basis, the District shall notify the unit member and the Association so that they shall meet to discuss the proposed change. The District may not initiate a change in the workday for arbitrary or capricious reasons. If the hours (beginning and ending) of the workday are changed for unit members

presently employed, the District and the unit member shall make a good faith effort to mutually agree to the change. If consensus is not reached, the District shall provide fifteen (15) working days prior notice of the change.

C. Adjustment of Assigned Time

Any unit member who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. Any return to the original assigned hours would constitute a reduction in assigned time in accordance with Education Code, Section 45117.

D. Lunch Periods

All unit members covered by this Agreement who work more than four (4) hours shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour, and may be scheduled for full-time employees at or about the mid-point of each work shift. Unit members working less than eight (8) hours may have an established uninterrupted lunch period as near the center of his/her workday to be established by the District operational requirements of the job site.

A unit member required to work during his/her lunch period shall receive pay at the appropriate rate for all time worked during the normal lunch period.

E. Rest Period

All unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per each four (4) hours worked. An employee working less than four (4) hours per day shall not receive a rest period as required by law. Rest periods shall be taken at the district or school site where the unit member is located at the time of the rest period.

F. Overtime

Overtime must be authorized by the District prior to being performed by any unit member. Immediate supervisors shall assign overtime to unit members for the tasks to be performed and within the proper classification. The supervisor shall make a good faith effort to rotate the overtime among members within each department and/or each job site as equitably as possible.

Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one calendar or workweek.

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the unit member. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. Regular part-time unit members shall complete eight (8) hours per day before being eligible for overtime compensation of the 1st through 5th day; however, if they have worked twenty (20) hours of the workweek, they shall be compensated for overtime at the rate of time-and-one-half for the 6th and 7th day.

1. All hours worked on holidays designated by this Agreement shall be compensated at regular time plus time-and-one half the regular rate of pay.
2. If the District established a workday of less than eight (8) hours but seven (7) hours or more and a workweek of less than forty (40) hours, but thirty-five (35) hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime.
3. Substitute employees or unit members out of the classification may not be assigned any overtime until all regular unit members of the classification have been offered the assignment. This shall apply to the job site where the overtime work is to be performed.

4. The District will make every effort to assign overtime for bus drivers on a rotational basis.

G. Call-Back Time

Any unit member called back to work either after normal working hours or on a day said unit member is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate rate provided in this Agreement irrespective of the actual time being less than that required to be worked, or in the event of cancellation of assignment upon arrival at worksite, such as cancellation of bus trip.

H. Method of Overtime Payment

1. The District may grant compensatory time-off at the same prorated rate as overtime cash payment. The District shall inform a unit member of the intended method of payment (cash or compensatory time-off)
2. Except in cases when the efficient operation of the District would be adversely affected, compensatory time shall be taken at a time mutually acceptable to the unit member and the District within six (6) months of the date on which it was earned. The District shall pay the unit member by warrant in lieu of earned compensatory time not taken by the unit member within the six (6) month period in which it was earned. Such pay shall be determined at the appropriate overtime rate based on the unit member's rate of pay when the overtime was worked. An employee may accumulate, with District approval, compensatory time off to be used in lieu of cash compensation for overtime.

I. Right of Refusal

Unit members shall have the right to refuse any offer or request for overtime or unscheduled work, except in an emergency situation as determined by the District.

J. Working Out of Classification

A unit member who is required to work out of his or her regular classification for more than five (5) days in any fifteen (15) day period shall, for the entire period the unit member is

required to work out of his/her classification, be paid at the appropriate salary range of the classification in which the out of class work is performed.

K. Minimum Day Schedule

A unit member's scheduled assignment of hours worked shall not be shortened by any minimum day school schedule.

L. Shift Differential

Any represented employee working night shift (7) or more hours daily, whose normally assigned work schedule has at least one-half of the shift after 5:00 p.m. shall receive a premium of 2-1/2% above the regular base pay rate for the respective classification, while working night shift. This premium shall be paid as a monthly stipend.

ARTICLE 16
STEP PLACEMENT

New employees start on Step A and serve nine full months on this step as a probationary employee. New employees who begin service on other than the first of the month will have the first of the succeeding month as the beginning date of their nine months probationary service. Upon completion of nine full months of satisfactory service on Step A employees are moved to Step B as permanent employees and to subsequent Steps C, D, and E after each year of successful service.

Experience Credit - A maximum of three years for previous experience may be allowed on the salary schedule upon recommendation of the Superintendent.

Anniversary Date - The yearly date for step placement is called the anniversary date.

Salary on Status Change - When an employee is promoted (for example, assigned to a position in a class with a higher maximum salary than his previous class) his salary will be adjusted to the minimum of the new range, exclusive of the probationary Step A. However, if the minimum of the new range is lower than his existing salary, he will be assigned to a step in the new range which is the next higher in dollar amount over his existing salary. A new anniversary date will be effective with such status change. If an employee is placed at a lower classification range, the employee's current anniversary date will not be changed; therefore, his present anniversary date will remain in effect.

ARTICLE 17
SERVICE INCREMENT

Service Increment - A classified employee shall receive a five percent (5%) salary increment after eight (8) years of continuous service as a permanent employee, providing the employee receives an overall "Average" or "Above Average" evaluation.

A classified employee shall receive a second service increment of five percent (5%) at the beginning of the twelfth year of service with the District.

The employee is evaluated by his immediate supervisor. The evaluations shall be reviewed by the Division Head, Assistant Superintendent – Human Resources, and the Superintendent before employee is recommended to the Board of Education as qualifying for the service increment.

An evaluation as not meeting an overall "Average" or "Above Average" shall result in a return to the regular salary step the next year. If an employee's evaluation for the following year meets an overall "Average" or "Above Average", his service increment shall be reinstated, upon approval of the Superintendent, beginning with the new year following the qualifying evaluation.

ARTICLE 18
ANNIVERSARY INCREMENT

Classified employees are eligible for anniversary increments in the amounts as prescribed in the negotiated agreement between the bargaining unit and the Board of Trustees.

Classified employees are eligible for an anniversary increment beginning with the fifteenth year of service, an additional increment beginning with the eighteenth year of service, an additional increment beginning with the twenty-first year of service, and an additional increment beginning with the twenty-fifth year of service.

The above anniversary increments shall be adjusted by the same percentage increase applied to the Classified Salary Schedule as negotiated between CSEA and the District.

ARTICLE 19

LEAVES OF ABSENCE

A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for him/her in the District until the leave expires. A good faith effort for the unit member's return to the school or site where he/she was assigned when the leave was authorized shall be made.

A condition of each leave of absence is that the license and/or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplemental coverage, and retirement credit the same as if they were not on leave. Those who go onto an unpaid leave during any period shall receive their salary supplemental (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided they made advance payment of the premium in a manner reasonably required by the District.

Part-time regular employees covered by this Agreement shall be entitled to leaves of absence prorated in the same ratio as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

1. Bereavement Leave

A unit member is entitled to a leave of absence, not to exceed five (5) days by reason of the death of any member of his/her immediate family, and no deduction shall be made from the salary or sick leave of the unit member because of such temporary leave of absence. Bereavement leave will be permitted within a one-month period after the

passing of the immediate family member, unless extenuating circumstances (e.g., overseas travel, religious observations) exist as approved by the Superintendent or designee, which shall not be unreasonably denied.

The phrase "member of his/her immediate family" means the mother, father, grandmother, grandfather, or grandchildren of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member, or any person living in the immediate household of the unit member, or as required under federal and/or state law.

2. Sick Leave

Employees shall use sick leave only as necessary in conjunction with bona fide illness, injury, or disability (including pregnancy), unless otherwise provided herein.

Sick leave will be credited at the rate of one (1) day per month of employment for full-time unit members, and prorated on an hourly basis for part-time unit members on the ratio of hours worked to an eight-hour day. Sick leave shall be accumulated without limit and is transferable from district to district within the State of California.

3. Maternity Disability

If the pregnant unit member is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom, she may use accumulated days of sick leave during such maternity disability absence (illness). The unit member is expected to resume her duties as soon after the term of pregnancy as her physician certifies that she is capable of returning to work.

If, at the time her physician states that she is capable of returning to work, the unit member may wish to continue her paid status, she may elect to use her earned vacation with approval of her immediate supervisor. Or, at that time if she wishes to continue her leave, she may request a child care leave without pay.

Unit members are requested to provide the District with as much advance notice as possible regarding maternity absence.

4. Childcare Leave

Upon request, the District may provide a unit member, who is a natural or adopting parent, an unpaid leave of absence. Such leave shall coincide with the birth or custody of an adopted child.

5. Additional Sick Leave/Differential Pay

An employee who is absent because of any one particular illness or injury for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, shall be paid the amount, if any, indicated by whichever of the following is applicable: (In accordance with Education Code, Section 45196 and following the use of all other accumulated paid time, i.e. vacation, etc.)

a) If the substitute is employed to fill the employee's position, the employee shall be paid the difference between the regular salary and Step A of the applicable salary range. The District may utilize as a substitute for the day a fellow employee who may be worked in the higher classification of the employee who is absent. Payment shall be pursuant to Article 15, Section J. In the case of a long term absence, the District will evaluate the impact of the absence and the appropriateness of using a substitute.

b) If no substitute is employed to fill the employee's position, the employee shall be paid the regular salary. (In accordance with Education Code, Section 45196)

6. Personal Necessity Leave

A unit member may elect to use up to seven (7) days of accumulated sick leave annually. It is not required that a unit member list a reason for personal necessity on the absence affidavit. This time may be used for, but is not limited to, the following reasons:

- a) For death of a member of his/her immediate family over and beyond the five (5) days of bereavement leave authorized by the Education Code. Immediate family is defined by the Bereavement Leave section of this policy.
- b) Attendance at the funeral of close relatives not living in the immediate household.
- c) Accident involving the unit member's person or property, or the person or property of a member of his/her immediate family as defined in this policy. Such an accident would require the immediate attention of the unit member and present circumstances which he/she could not disregard, making it unreasonable to expect the unit member to perform his/her regularly assigned duties.
- d) An illness of a member of the unit member's immediate family as defined in this policy, serious in nature, which under the circumstances the unit member could not reasonably be expected to disregard, and which would require the attention of the unit member during his/her assigned hours of service.
- e) Appearance in court as a litigant or as a witness under official orders.
- f) Any other significant event, personal to the employee, for which paid leave of absence is not authorized, which under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.
- g) A personal necessity which may be foreseeable but is nevertheless unavoidable, inevitable, or indispensable as far as the individual is concerned, and cannot be transacted outside the assigned working hours.

The nature of such situations or circumstances must: (a) not involve payment for the unit member's services or involve a profit motive, (b) be serious in nature, (c) involve

- circumstances the unit member could not reasonably be expected to disregard, and (d) require the attention of the unit member during his/her assigned hours of service.
- h) Participation in lawful meetings, activities or observances, where the employee conscientiously believes that his participation therein is necessary and requires this absence from duty.

7. Industrial Accident or Illness Leave

Leaves of absence for industrial accident or illness are provided for unit members under the following rules and regulations.

- a) The accident or illness must have arisen out of and in the course of employment of the unit member, as a bona fide injury or illness arising out of and in the course of employment.
- b) Allowable leave for each industrial accident or illness shall be for sixty (60) working days in any one fiscal year for the same accident or illness.
- c) The leave under these rules and regulations shall commence on the first working day of absence due to industrial accident or illness.
- d) Allowable industrial accident or illness leave shall not be accumulated from year to year.
- e) When a unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of his/her salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under division 4 or under division 4.5 of the Labor Code, will result in a payment to him/her equal to his/her full salary.

- f) When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same industrial leave accident.

- g) During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue to the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement and other authorized contributions.

- h) Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the state and shall produce evidence of continuing illness or disability monthly or as requested by the District.

- i) Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and vacation as provided in this Agreement and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

8. Subpoena Leave

When a unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no monetary or sick leave loss by reasons of this service. Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the District unless the fees are greater than the unit member's salary, in which case the unit member may retain the fees and be listed as absent due to personal business (without pay). A copy of the subpoena or certificate of the clerk of the

court must be filed with the absence report form. Subpoena leave will be limited a maximum of five (5) days in any one fiscal year.

9. Jury Duty

Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in state or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that:

- a) the jury service fee is assigned to the District;
- b) the subpoena or court certification is filed with the District; and
- c) a warrant certified by an authorized officer of the court designating the exact dates of attendance is submitted to the Human Resources Office upon completion of service.

Request for jury service leave should be made by presenting the official court summons to jury service to the Human Resources Office. When the member is excused early on a day of jury duty, the member shall return to his/her work location if at the time of dismissal from jury duty there are at least four (4) hours remaining in the member's duty day, except that unit members on a late shift will be excused from reporting to work on any day when the member has reported for jury duty.

Only 2% of the classified staff will be granted jury duty with pay at any one time.

10. Personal Leave

The Board of Education may grant a leave of absence without pay, when requested in writing, to a regular monthly classified employee who has completed one year of service in the district. Such leave shall not exceed one year and shall not be granted to explore other employment opportunities.

Time spent on personal leave of absence shall not count as service in computing credit toward advancement on the salary schedule or accumulation of any other employment

benefits such as, but not limited to, illness leave or credit toward retirement.

11. Health and Dental Insurance Plans

In accordance with AR 4254 an employee who is granted a leave of absence may elect to continue his health and dental coverage at his own expense for a maximum period of one year. When an employee takes a leave during the school year, the district will pay a prorated amount of the district premium contribution, as defined in AR 4254 for the days worked in the month the leave was effective. The difference will be paid by the employee.

When an employee returns from a leave during the school year, the district will pay a prorated amount of the district premium contribution, as defined in AR 4254, for the days worked in the month the employee returns. The difference will be paid by the employee.

Upon expiration of a leave, the employee shall be assigned, at the employee's request, to a position as similar as possible, as determined by the Superintendent or designee, to that held when the leave was granted provided the Human Resources Department is notified in writing by the employee of intent to return from leave at least 60 calendar days prior to the expiration of the leave.

12. Military Leave

It shall be the policy of the Board of Education to grant leaves of absence to bargaining members for military service as provided by state and federal law. Bargaining unit members on authorized military leave shall be afforded compensation, benefits, and reemployment in accordance with state and federal law.

13. Family Care and Medical Leave

The District shall comply with state and federal laws and regulations and Board Policy 4161.8 concerning family care and medical leave. Family care and medical leave shall be coordinated with other leaves available under this agreement as permitted by law.

14. Catastrophic Leave

The District and the Association may mutually agree to enter into a memorandum of understanding for the purpose of providing a deserving unit member with up to sixty (60) days of paid catastrophic illness leave. The member must provide written evidence, satisfactory to the District and the Association, that the member has exhausted all available paid leave (except difference pay) and remains medically unable to return to work.

The District and the Association, upon entering into such an agreement, shall accept up to five (5) days per year of donated sick leave from permanent members of the unit who have at least 15 accrued and unused sick leave days. Upon donation, leave shall be irrevocable, and donations shall not be accepted after sixty (60) days are received.

A mutual decision to enter into or to not enter into such memorandum of understanding shall not be precedential, nor shall it obligate the District to enter into a memorandum of understanding on behalf of another unit member.

VERIFICATION OF ABSENCE

All employees are required to complete and sign an absence form to certify the reason(s) for all absences. The absence form shall be presented to the immediate supervisor on the day of return from absence. For absences of five days or more, the employee shall return to work with a written verification of the employee's claimed reason(s) for absence from a licensed physician's or another authority (e.g., Notice of Jury Service). Other verification as to an employee's claimed reason for absence may be requested in any situation in which it is believed that the grounds stated by the employee for the absence are not valid. These type of requests for verification shall not be for arbitrary or capricious reasons. If the request is made after the employee has returned to work, the employee shall present the verification within five days of the request.

ARTICLE 20
UNAUTHORIZED LEAVE

Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the district and its representatives, including all duties and responsibilities as defined by the Education Code, rules and regulations of the California Administrative Code, Title V, and policies and regulations of the Board of Education of West Covina Unified School District. Such unauthorized leave may include, but is not limited to, individual or collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, unauthorized non-attendance at required meetings, or unauthorized non-attendance at a school sponsored event in which the unit member has accepted the extra-duty or overtime assignment.

An employee is deemed to be on unauthorized leave at such time and on such occasions as the employee may absent himself from required duties without approval.

Unauthorized leave shall constitute a breach of contract and, therefore, may result in the initiation of dismissal procedures, loss of salary or such other disciplinary action as may be deemed appropriate.

Beginning of the first day of unauthorized leave no warrant shall be drawn in favor of any employee who has not faithfully performed all duties prescribed (Education Code Section 45055).

An employee shall receive as salary and benefits only an amount that bears the same ratio to the established annual salary and benefits as the time he serves bears to the required days of service.

ARTICLE 21

VACATION

- a. Vacation requests shall be submitted as soon as possible to the immediate supervisor, but in no event later than ten (10) working days in advance of the first day requested. The immediate supervisor shall notify the employee of the grant or denial of the vacation within five (5) working days of receipt of the request. Any scheduling conflicts between or among employees working in the same unit or office as to when vacation can be taken shall be decided by date of submission. In the event of an equal date of submission, site or work unit seniority within the classification shall prevail. In the event of a tie, the scheduling conflict shall be determined by lot.

- b. Each regular full-time monthly employee shall be granted one day's vacation per calendar month worked. Beginning with the seventh (7th) consecutive year of service with the district, full-time classified employees shall be granted 1.25 days vacation per calendar month worked. Beginning with the thirteenth (13th) consecutive year of service with the district, full-time classified employee shall be granted 1.50 days vacation per calendar month worked, and beginning with the twentieth (20th) consecutive year of service with the district, full-time classified employees shall be granted 1.75 days vacation per calendar month worked. Each hourly or part-time employee is entitled to a prorated amount of vacation.

- c. On the day following completion of six months of continuous service, each full-time classified employee of the district shall be credited with six days vacation with pay plus an additional credit of one day per month for each month of future service within the fiscal year.

- d. An employee's vacation entitlement shall be taken at the direction of the administration within the school year in which the vacation time is earned. Vacation days not used in the school year earned shall be carried over and taken by June 30th of the immediate following school year.

- e. The employee's supervisor shall meet with the employee to schedule any unused carryover vacation. The supervisor shall make a good faith effort to accommodate the employee's request prior to mandating and scheduling carryover vacation. A unit member scheduled at the direction of the District to use vacation shall receive a minimum of ten (10) working days notice in advance of the first vacation day scheduled. In the event that the District fails to schedule carryover vacation, the employee may be paid the unused carryover vacation days at the employee's rate of pay at the time the vacation days were earned. It is not the intent of this article that employees lose vacation.

- f. Any employee that has an assigned work year of less than ten (10) months shall have any unused vacation paid out at the end of the year in which the vacation was earned.

WEST COVINA UNIFIED SCHOOL DISTRICT
CLASSIFIED VACATION REQUEST FORM

PLEASE PRINT

DATE
SUBMITTED: _____

EMPLOYEE: _____ SCHOOL OR DEPT. _____

VACATION IS REQUESTED FOR THE FOLLOWING DAYS:

Approved _____

Denied _____

Immediate Supervisor:

Signature Date

Article 21, "Vacation" states:

Vacation requests shall be submitted to the immediate supervisor as soon as possible, but at least 10 working days in advance of the first day requested. The immediate supervisor shall notify the employee of the grant or denial of the request within five working days of receipt."

Site - White

Employee- Yellow

ARTICLE 22

HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS

- a) The District shall contribute toward all health and welfare benefit premium costs an annual maximum contribution amount per full-time eligible bargaining unit employee not to exceed Eight Thousand Dollars (\$8,000). In the event of an increase in premium costs, or if the employee selection of coverage options exceeds the maximum contribution, the unit member agrees to an automatic salary deduction in the amount of the excess as a condition of continued receipt of benefits. For purposes of this article only, a full-time unit member is defined as a unit member who works thirty (30) or more hours per week in a regular assignment.
- b) The District shall provide a life insurance benefit of Fifteen Thousand Dollars (\$15,000) for each eligible bargaining unit employee at no cost to the employee.
- c) For part-time unit members the District shall pay the carrier, a proportionate amount equal to the ratio of hours worked to full-time employment, only if the part-time member contributes by payroll deduction an amount equal to the difference. A part-time unit member is defined as a unit member who works 20 or more, but less than 30 hours per week in a regular assignment.
- d) Unit members who work less than 20 hours per week in a regular assignment do not qualify for participation in District medical health, or dental insurance programs, except those employees who were enrolled during the 1980-81 school year shall continue to be eligible for such coverage.
- e) Qualifying unit members may elect to cover his/her dependents with District designated medical health insurance provided he/she authorizes payroll deduction for premium costs for such dependents and provided his/her salary is sufficient to cover such deductions.
- f) Changes in marital status and/or eligible dependents shall be reported to the Human Resource Office on the appropriate forms in a timely manner.
- g) The District shall notify all unit members, prior to the open enrollment period, of all changes in any insurance coverage offered by the District. (The open enrollment period shall be of (30) days in duration.)

- h) A unit member who is granted a leave of absence may elect to continue his/her health, dental, and vision insurance coverage at his/her own expense for a maximum period of one year. When a unit member takes a leave during the school year, the District will pay a prorated amount of the District contribution for the days worked in the month the leave was effective. The difference will be paid by the unit member.
- i) The District shall make contributions to designated insurance carriers for a unit member whose employment status changes during a time other than the open enrollment period. The unit member will be allowed to enroll in the benefit program, i.e., employee medical insurance with the option of enrolling family members, family dental and vision coverage, and level term life insurance for the employee only.
- j) The District shall make contributions to a designated family vision plan for full-time employees.

Eligible members may "opt out" of the district medical insurance program. Full time unit members who provide proof of medical insurance from some other source would receive \$170.00 per month, payable tenthly, up to \$1,700 per year, for not enrolling in the district's medical insurance program. Such payment shall be added to the employee's salary or the employee may authorize a salary redirection for a Tax Sheltered Annuity. Part time unit members shall be eligible for "opt out" benefits on a basis equal to the benefits rates described in Article 22, sections (A) and (B).

- k) The District shall maintain the insurance committee with equal representation from each employee group within the District to study available health and welfare insurance options for future years.

ARTICLE 23

MEDICAL HEALTH COVERAGE FOR RETIREES

A regular classified employee excluding adult education who has been employed by the West Covina Unified School District five years or longer and is enrolled in one of the District's major medical health plans and who elects to retire after reaching his/her fiftieth birthday, is eligible to carry such major medical health plan at his/her own expense.

The same provisions and administrative procedures provided to active employees by a District medical health plan shall be provided to enrolled retirees.

SPOUSE/SURVIVING SPOUSE: Dependents of the retiree, if any, will not be covered by the plan after the retiree attains the age of 65 or the death of the retiree except that the spouse/surviving spouse may elect to change his or her status from dependent to subscriber and may, at their own expense, continue to cover other dependents who were covered at the time of the retiree reaching age 65 or the retiree's death. Coverage for the spouse/surviving spouse and any dependents shall cease on the last day of the month in which the spouse/surviving spouse attains the age of 65. District contributions, if any, shall cease upon the death of the retiree.

DISTRICT CONTRIBUTION: The District shall contribute toward the premium of the retiree only the amount authorized at time of retirement by the Board of Education. Such contributions to be applicable to premiums of health benefit plans approved by the Board of Education. Such contribution to be applicable to premiums of health benefit plans approved by the Board of Education as follows for employees retiring on or after April 1, 1993, (until retiree reaches age 65 or qualifies for Medicare) whether retiree is subscriber or dependent.

The District contribution for employees who elect to retire between the ages of 55 to 65 who have served at least 10 consecutive years of service in the District is \$2,100.00 for full time service of 6 to 8 hours per day. For employees who serve less than 6 hours the contribution will be pro-rated.

Retiree's Contribution - A retiree, continuing in Inter Valley, dental, vision, or life, who elects this option shall provide to the district payroll department, prior to October 1 of each year, twelve (12) monthly premium checks. Each check shall be in the amount of the retiree's contribution of the monthly premium and made payable to the West Covina Unified School District. The total of these checks shall equal the annual premium to be paid by the retiree for herself/himself and dependents for the selected coverage. A retiree enrolled in a PERS health plan will have his/her medical insurance premium withheld from his/her PERS retirement check.

ARTICLE 24

DISABILITY INCOME PROTECTION/LIFE INSURANCE

A. Disability Income Protection

The District shall make available, through a carrier designated by the District, to unit members, at their own expense, income protection for which they are eligible, provided the unit member authorizes payroll deductions of the full premium from his/her salary and provided his/her salary is sufficient to cover this and all other deductions authorized.

B. Life Insurance Protection

The District shall make available, through a carrier designated by the District, to full-time unit members, at their own expense, life insurance coverage for which they are eligible, provided the unit member authorizes payroll deductions of the full premium from his/her salary and provided his/her salary is sufficient to cover this and all other deductions authorized.

ARTICLE 25

SAFETY

All employees of the school system are responsible for doing everything in their power to promote the safety of employees, students, and visitors to the schools and buildings of the West Covina Unified School District at all times. To this end, the District shall:

Administer a district-wide program in compliance with provisions of the Education and/or Labor Code, National Occupational Safety and Health Act, California Industrial Safety and Health Legislation, State Safety Orders, Workmen's Compensation Insurance and Safety Act, and local safety regulations.

CSEA may select a unit member to serve on the District Safety Committee. Such unit member shall be released from work in the event the Safety Committee meeting is scheduled during his/her work period.

Legal Reference: California Education Code Sections 44984 and 45192
 Labor Code Division 4 and 4.5
 Code of Federal Regulations, Title 29, Chapter XVII,
 Part 1904 and State Safety Orders

ARTICLE 26

DEDUCTIONS

It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees as referenced in Government Code section 3543, and the right of the parties to enter into an “Organizational Security” Agreement pursuant to Government Code section 3540.1(i)(2).

- 26.1 Any new unit member shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit become a member of the Association, or pay the Association a service fee. There will be no charge to the Association for such mandatory agency fee deductions.
- 26.2 A unit member may not revoke his/her membership or dues payment during the term of this agreement. Membership may only be revoked at the end of this agreement.
- 26.3 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employees shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- Chapter Scholarship Fund for graduating student whose parent is a member in good standing of a CSEA chapter
 - City of Hope
 - Crippled Children’s Foundation
 - United Way
- 26.4 Any bargaining unit members claiming this religious exemption shall, as a condition of exemption from requiring of payment service to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made.

- 26.5 CSEA has the exclusive right to have employee organization membership dues and service fees deducted by the District for bargaining unit members.
- 26.6 The District shall deduct, in accordance with the CSEA dues and service fees or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the bargaining unit member.
- 26.7 The District shall, without charge, pay to CSEA within fifteen (15) working days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this agreement.
- 26.8 Nothing contained herein shall prohibit a bargaining unit member from paying services fees directly to CSEA.
- 26.9 The District shall notify CSEA if any bargaining unit member revokes a dues service fee or payment in lieu of service fee deduction authorization.
- 26.10 CSEA agrees to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against said District or District Board of Trustees individual or collectively, its officers, employees, and agents, including but not limited to, reimbursement for all costs, expenses, fees settlements, and judgments, and providing an effective defense on behalf of the District at the direction and expense of CSEA against any and all lawsuits or other legal proceedings, arising out of and in connection with this Article.
- 26.11 CSEA shall notify any bargaining unit members paying service fees, in writing, of their legal rights, including monetary rebate.

ARTICLE 27

EMPLOYMENT REQUIREMENTS AND PHYSICAL EXAMINATION

(Applicants for Employment) The district shall have the right to require a physical examination of any applicant for employment; the cost to be borne by the district. The examination is to be made by a district designated physician or psychiatrist.

(All Employees) The district shall have the right to require a physical or psychiatric examination of any employee at any time provided the District has an actual business necessity.

The examination is to be made by a district designated physician or psychiatrist. The cost of the examination and any additional testing required is to be borne by the district.

PPD MANTOUX SKIN TEST

(Applicants for Employment) Before an applicant can be employed by the district, there must be on file with the Human Resources Division a certificate signed by a physician or a notice from a public health agency or unit of the Tuberculosis Association, stating that within 60 days preceding employment he/she is free of active tuberculosis as shown by a PPD Mantoux Skin Test.

(All Employees) All employees are required to have a PPD Mantoux Skin Test at least once each four years. The district may, at its own expense, request further diagnosis by a district designated physician of those applicants or employees whose examination indicates possible active tuberculosis.

In the event that an examination indicates possible active tuberculosis, the employee shall be excluded from service until the governing board is satisfied that he is not so afflicted. Evidence of the tuberculosis examination shall be filed no later than four calendar years from the date of the last examination.

ARTICLE 28
TERMINATION AND LAYOFF

Voluntary terminations may be made at anytime by classified employees. In order to be fair to the students, fellow workers, and the Board of Education, an employee terminating voluntarily should provide a minimum of two weeks notice.

It shall be a policy of the Board of Education to request all classified personnel terminating employment with the district to accompany their termination with a letter of resignation. The Human Resources Department will arrange a termination interview approximately one week before the termination date.

Terminations at the request of the school district will be made by the Superintendent or designee, subject to the approval of the Board of Education and in conjunction with the immediate supervisor of the employee to be terminated. Notification will be provided at least two weeks in advance of the termination.

Layoff and Reemployment

A. The Board of Education may lay off employees because of lack of work or lack of funds. In the event of layoff, the order of layoff within the class shall be determined by length of service as defined in this Article. The employee who has been employed the shortest time in the class plus higher related classes shall be laid off first. Regular classified employees who have been laid off shall have the right of preferential reemployment and shall be reemployed in preference to new applicants. Reemployment shall be in the reverse order of layoff. In effecting layoffs, the following rules shall apply:

1. Length of service (seniority) shall include all hours in paid status in a class plus such hours in higher related classes. In the event of a tie, preference would be given to the employee with the earliest date of paid district service as a regular classified

employee. If a tie still exists, preference would be given to the employee with the earliest date of filing the application for employment. If a tie still exists, the employees would draw lots to determine preference.

"Length of service" for service commencing prior to July 1, 1971 and commencing or continuing after July 1, 1971, shall be defined to mean all hours in paid status, whether during the school year, a holiday, a recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis. Overtime is defined to include anytime required to be worked in excess of 8 hours in any one day and in excess of 40 hours in any calendar week. "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions pursuant to the Education Code. For purposes of this policy "length of service" and "seniority" shall have the same meaning.

2. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay and on military leave shall count toward seniority accrual.
3. In all cases of resignation, length of service shall be computed from the date of first paid service after reemployment. Service rendered prior to the resignation shall not count toward seniority accrual.
4. When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, seniority rights of regular classified employees who are reclassified with their positions shall be computed from the date of their first paid service as a regular classified employee in such former classes.
5. A regular classified employee transferred from one class to another shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the date of the transfer.
6. No regular classified employee shall be laid off from any position while employees serving under limited-term appointment are retained in a position of the same class unless the regular classified employee declines the limited-term position.
7. A short-term employee shall not be a part of the classified service and may be laid off

at the completion of his/her assignment without regard to the procedure set forth in this policy. (Education Code Section 45103)

- B. Regular classified employees who are to be laid off pursuant to this policy may exercise displacement rights in their class or in any equal or lower class in which they hold seniority credit greater than that of an incumbent. The incumbent classified employee to be displaced shall be the one with the least seniority in the class plus higher related classes. In determining displacement rights, the following rules shall apply:
1. A regular classified employee may displace that incumbent employee within his/her classification who has the least seniority in the class plus higher related classes.
 2. A regular classified employee who waives the opportunity to displace an incumbent classified employee within his/her classification may displace an incumbent classified employee in an equal or lower class in which he/she holds seniority. If a regular classified employee waives his/her displacement rights, he/she shall be placed on a preferential reemployment list.
 3. The number of months worked per year shall have no effect in any way on displacement rights.
 4. Displacement of a classified employee in a lower class shall be considered a voluntary demotion and salary placement shall be determined by policy 4231.2 (Salary on Status Change).
 5. Displacement of a regular classified employee who works fewer hours per calendar week shall be considered a voluntary reduction.
 6. A regular classified employee who takes a voluntary demotion and/or reduction shall be placed on a preferential reemployment list.
- C. Any regular classified employee after having had the opportunity to exercise all rights guaranteed under this policy who must be laid off and placed on a preferential reemployment list will be selected first in reverse order of layoff for the first opening occurring in any class in which he/she had seniority for a period of 39 months. The

following rules shall also apply:

1. A regular classified employee on a preferential reemployment list may decline three offers of reemployment in his/her former class. After his/her third refusal, no additional offers will be made and the employee shall be considered unavailable.
 2. Regular classified employees on preferential reemployment lists shall be eligible to complete in promotional examinations for which they qualify.
 3. Regular classified employees who are laid off do not accumulate seniority credit while on preferential reemployment lists.
 4. Regular classified employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the regular classified employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.
 5. Regular classified employees who take voluntary demotions or reductions in assigned time in lieu of a layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months; provided that the same tests of fitness under which they qualified for appointment to the class still apply.
- D. When, as a result of the expiration of a specially funded program, regular classified positions must be eliminated at the end of any school year and regular classified employees will be subject to layoff for lack of funds, the regular classified employees to be laid off at the end of the school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of such school year. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.
- E. When regular classified employees are laid off for any reason, such employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff.

- F. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of regular classified employees, or layoff for lack of work or lack of funds resulting from causes not foreseeable or preventable by the Board of Education, without the notice required therein.
- G. Any regular classified employee laid off shall be informed of displacement rights, if any, and reemployment rights under this policy.
- H. The Association shall have the right to negotiate the decision and effects of any reduction in assigned time and shall have the right to negotiate the effects of a layoff. In case of layoff, the District will provide CSEA with a seniority list for those affected classifications. The seniority list will be given to CSEA prior to the 45-day notice of layoff given to the affected employees.

Definitions: For purposes of this policy, the following words or phrases shall be defined to have the following meanings:

"Class" shall be defined to mean a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

"Related class" shall be defined to mean any class within the promotional ladder for that class.

"Promotional ladder" shall be defined to mean those groupings of classes that follow:

Nutrition Services Promotional Ladder: Nutrition Service Supervisor II, Nutrition Service Supervisor I, Baker II, Cook, Snack Bar Operator, Nutrition Service Satellite Operator II, Nutrition Service Satellite Operator I, Nutrition Service Assistant II, Baker I, Nutrition Service Assistant I;

Instructional Assistant Promotional Ladder: Licensed Vocational Nurse, Instructional Assistant-Computer Assisted Instruction Program, Child Center Leadperson, Specialized Health Care Clerk, SIP Project Aide, Instructional Assistant II, Instructional Assistant-Bilingual/Classroom, Instructional Assistant-Bilingual/ELL Testing, Instructional Assistant-Special Ed, School Community Liaison Aide Bilingual, Career Center Aide, Child Day Care Assistant II, Instructional Assistant I; Primary Intervention Assistant; Child Day Care Assistant I; Physical Education Aide

Secretarial/Clerical Promotional Ladder: Administrative Secretary I, Secretary III, Resource Assistant Multilingual, Alternative School Secretary, Elementary School Office Manager, Career Center Technician, Secretary II, Registrar, Secretary II-Nutrition Service Operations, Bilingual Resource Assistant, Attendance Accounting Clerk, Secretary I, Clerical Assistant III, Career Center Assistant, Counseling Clerk, Health Clerk, Clerical Assistant II, Switchboard/Receptionist/Clerical Assistant II, Switchboard/Receptionist/ Clerical Assistant I, Clerical Assistant Elementary, Clerical Assistant I;

Media Support Promotional Ladder: District Library/Media Technician; Library Technician; District Media Assistant; Media Center Assistant III; Media Center Assistant II; Media Center Assistant I;

Accounting Promotional Ladder: Account Technician, Fiscal Services Supervisor: Accounting/Budgeting Technician, Nutrition Service Bookkeeper, Account Clerk III, Account Clerk II, Student Body Account Clerk, Account Clerk I, Student Store Operator;

Purchasing/Warehouse Promotional Ladder: Buyer II, Warehouse Leadworker, Buyer I, Warehouse Delivery Driver, Purchasing Clerk, Nutrition Service Delivery Driver;

Data Processing Promotional Ladder: Computer Programmer Analyst, Network Administrator, Technology Services Specialist, Computer Systems Support Specialist, Computer Programmer, Computer Operator, Computer Systems Support Technician II, Data Processing Technician, School Data Processing Technician, Computer Systems Support Technician I;

Miscellaneous Promotional Ladder: Reprographics Operator/Mail Clerk;

Miscellaneous Promotional Ladder: Campus Monitor; Campus Security;

Operations Promotional Ladder: Lead Grounds Worker; School Plant Supervisor, Irrigations Specialist/Grounds Maintenance Worker III, Grounds Maintenance Worker III, Material Expeditor, Custodian II, Grounds Equipment Operator, Grounds Maintenance Worker II, PE/Athletic Equipment Attendant, Grounds Maintenance Worker I, Operations/Maintenance Worker, Custodian I;

Maintenance Promotional Ladder: Lead Painter, Audio Visual Technician, Electrician, Heat/Vent/AC Mechanic, Plumber/Welder, Vehicle & Equip Mechanic, Carpenter, Locksmith,

Painter, Glazier, Glazier/Maintenance Worker, Building Maintenance Worker II, Building Maintenance Worker; Mechanic Assistant;

Transportation Promotional Ladder: Dispatcher/Bus Driver Instructor, Transportation Lead worker, Bus Driver;

"Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

"Preferential reemployment list" means a list of names of persons who have been laid off, or have been demoted to a lower class, or have been reduced in assigned hours for lack of work, lack of funds, abolishment, reclassification, or reorganization of positions, or other reason specified in this policy, and who are eligible for reemployment, reinstatement to their former class, or increased hours in preference to new applicants.

ARTICLE 29
ABSENCE PROCEDURES

Each employee is personally responsible for reporting absences and return to work from absences.

If you are unable to report for work call (626) 962-5318 anytime during the day or night before you expect to be absent. Employees must call to report their absence no less than two hours prior to their regular reporting time, except in extenuating circumstances.

In the event of a system failure, employees are directed to contact their immediate supervisor. See Appendix – Absence Call-in Procedure.

ARTICLE 30
NEGOTIATION PROCEDURE

1. The Association's proposals shall be delivered to the Superintendent of Schools in February or no later than March 1st of each year that this agreement is in effect.
2. Upon receipt of the Association's proposals, they will be placed on the agenda for the next regularly scheduled meeting of the Board of Education.
3. At this meeting of the Board of Education, the initial proposal of the Association will be received and made a matter of public record. A date, time, and place for a public hearing will be set to provide the public an opportunity to comment on said proposal. The public hearing shall be held at the next regularly scheduled meeting of the Board of Education or a special meeting. Such initial proposal will be made available for public review at the District Office and site offices in a conspicuous area frequented by the public and employees.
4. At a subsequent meeting of the Board of Education, the District will present its initial proposal to the employee organization setting a date, time, and place for a public hearing to provide the public an opportunity to comment on the District's initial proposal. The public hearing on the District's proposal will be held at the next regularly scheduled meeting of the Board of Education or a special meeting. Such proposal will be made available for public review at the District Office and site offices in a conspicuous area frequented by the public and employees.
5. Following the adoption by the District's initial proposal(s), and on a mutually agreed upon date, representatives of the Board and exclusive representative shall begin meeting and negotiating.
6. The District will provide CSEA with available relevant data to the negotiating proposals.

7. The District and Association will negotiate on matters as defined in Sections 3450-3549 of the California Government Code and/or defined pursuant to PERB Ruling and/or by mutual concurrence of identified issues as may be mutually agreed.

8. The District will release with compensation up to five bargaining unit employees to meet and negotiate with representatives of the Board of Education.

ARTICLE 31
GRIEVANCE PROCEDURES

Definitions

A "grievance" is limited to a formal written allegation by one unit member that the grievant has been adversely affected by a violation of a specific provision of this Agreement. Resolution of matters for which other procedures are specifically provided by Federal or State law or District policy shall be undertaken through those procedures such as, but not limited to, dismissal procedures, FEPC, EEOC, HEW, or OSHA claims.

A "grievant" is any unit member covered by the terms of this Agreement and/or the Association.

The "immediate supervisor" is the principal or department head designated to adjust grievances who has immediate jurisdiction over the grievant.

The "functional supervisor" is the next higher level of supervisor above the immediate supervisor. In this section only, "days" means any day which the central office of the District is open for business.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by Chapter #91, provided that the adjustment is not inconsistent with the terms of this Agreement and that Chapter #91 will be given an opportunity to review such adjustments.

Step I - Informal Conference:

Before filing a formal written grievance, the grievant shall attempt to gain resolution through an informal conference with the unit member's immediate supervisor. Should a unit member allege a grievance from actions or inactions of a management member above the level of immediate supervisor, the informal level of the grievance procedure shall begin with the management member giving rise to the alleged grievance.

Step II - Level 1 - Formal:

If not satisfied with the decision at the informal conference, the grievant shall within ten (10) days after the occurrence of the alleged act or omission giving rise to the grievance present his grievance in writing on the appropriate District form to the immediate supervisor or designee. The written grievance shall include a clear, concise statement of the specific provisions of this Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor or designee shall communicate his/her decision to the unit member in writing within ten (10) days after receipt of the alleged grievance.

Step III - Level 2 - Appeal to Functional Supervisor:

In the event the grievant is not satisfied with the decision at Level 1, the decision may be appealed within ten (10) days on the appropriate District form to the functional supervisor in whose area the alleged grievance falls. The written appeal shall include:

- a. The original grievance;
- b. The decision rendered at Level 1;
- c. A clear and concise statement of the reason for the appeal; and
- d. The specific remedy sought.

The supervisor shall within ten (10) days after receipt of the appeal communicate the decision to the unit member in writing.

Step IV - Level 3 - Appeal to Superintendent:

In the event the grievant is not satisfied with the decision at Level 3, the decision may be appealed within ten (10) days to the Superintendent or designee. The written appeal shall include:

- a. The original grievance;
- b. The decisions rendered at the informal conference and at Levels 1 and 2;
- c. A concise statement of the reasons for the appeal; and
- d. The specific remedy sought.

The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days.

Step V - Level 4 - Appeal to Board of Education:

In the event the grievant is not satisfied with the decision at Level 3, the decision may be appealed within ten (10) days to the Board of Education. The written appeal shall include:

- a. The original grievance;
- b. The decisions rendered at the informal conference and at Levels 1, 2, and 3;
- c. A concise statement of the reasons for the appeal; and
- d. The specific remedy sought.

The Board of Education shall review (a) through (d) above within fifteen (15) days. The Superintendent shall communicate the Board's decision to the grievant within ten (10) days after review. The Board of Education shall have the final and binding determination of the grievance.

It shall be the unit member's responsibility to file all written grievances and responses with the appropriate officer of Chapter #91. Within the above time limits, either the grievant or the immediate supervisor or his/her designee may request a personal conference up to and including Step V - Level 4.

WEST COVINA UNIFIED SCHOOL DISTRICT
Classified Grievance Report Form

Grievance # _____ School/Site: _____

Step I – Informal Conference

Informal Conference Held: Yes Date: _____
No

Step II Level 1 - Formal

A. Date Cause of Grievance Occurred _____

B. 1. Specific Section of Agreement alleged to be violated

2. Statement of Grievance/Decision at Informal Level _____

3. Relief Sought _____

C. Response by Immediate Supervisor _____
Signature _____ Date _____

D. Position of Grievant and/or CSEA, Chapter #91 _____
Signature _____ Date _____

Signature _____ Date _____
(If additional space is needed in reporting Sections B.2, and B.3, above, attach an additional sheet.)

White – Human Res. Yellow – Principal/Supervisor Pink – CSEA Goldenrod – Grievant

WEST COVINA UNIFIED SCHOOL DISTRICT

Step III - Level 2 - Appeal to Functional Supervisor

Statement as to Appeal _____

Remedy Sought _____

Response of Functional Supervisor _____

Signature

Date

Step IV - Level 3 - Appeal to Superintendent

A. Statement as to Appeal _____

B. Remedy Sought _____

Signature

Date

C. Response of Superintendent _____

Signature

Date

Step V - Level 4 - Appeal to Board of Education

A. Statement as to Appeal _____

B. Remedy Sought _____

Signature

Date

C. Decision of Board of Education _____

Signature

Date

ARTICLE 32

ALCOHOL/DRUG TESTING PROCEDURES

A. General

The CSEA Chapter #91 and the District agree the safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse. The District and the Association further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

1. **Application** Under the provisions of Title 49 of the Code of Federal Regulations Part 382 and Part 40, the provisions of this section apply only to bargaining unit members whose duties include the driving of a commercial motor vehicle.

2. **Notice** All bargaining unit members subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident, random, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the District are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

3. **Reasonable Suspicion Testing**
 - a. A reasonable suspicion test must be based upon specific, observations concerning the appearance, behavior, speech, or body odors of the bargaining unit member as set forth in Title 49 of the Code of Federal Regulations, Part 382.
 - b. The observations must be made by a supervisor or District official or an employee who has received at least two hours training in identifying indicators of probable alcohol misuse plus at least two hours training identifying indicators of probable controlled substance use.
 - c. Reasonable suspicion observations must be made just before, during, or just after the bargaining unit member's performance of a safety-sensitive duty.
 - d. Bargaining unit members for whom a reasonable suspicion determination has been

- made will be placed on paid administrative leave pending test results.
- e. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The bargaining unit member will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
 - f. A written record of the reasonable suspicion observations, dated and signed by the supervisor or District official making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the bargaining unit member when the results of the test are released.
 - g. The supervisors or District official who makes the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

4. Post-Accident Testing

- a. As soon as practicable following an accident involving a commercial motor vehicle, the District shall test the following individuals for alcohol and controlled substances.
 - 1) any covered bargaining unit member who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life, and/or;
 - 2) any covered bargaining unit member who receives a citation under state or local law for a moving violation arising from the accident.
- b. No post-accident test for alcohol will be given more than eight hours after the accident.
- c. No post-accident test for controlled substances will be given more than 32 hours after the accident.

5. Random Testing

- a. The annual percentage rate for random alcohol testing is at least 25% of the average number of safety-sensitive positions. The annual percentage rate for random controlled substance testing is at least 50% of the average number of safety-sensitive positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. Section 382.305, subd.(a).) The District will notify the Association of any change in these amounts prior to implementation. The intent of "at least" is to establish a number that will meet but not exceed the minimum requirements of 25% and 50% respectively.
- b. The pool of employees subject to random testing shall include all employees required to be under Title 49 of the Code of Federal Regulations, part 382.
- c. Bargaining unit members will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.
- d. The selection of bargaining unit members for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.
- e. The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.

6. Testing Procedures All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

- a. No District bargaining unit member shall serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of bargaining unit members.
- b. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a bargaining unit member's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations, section 40.25 subdivision (3), and then only by a same gender collection site person who is not employed by the District.
- c. Except for a test requested by a bargaining unit member for a test of the remainder of a split sample, the testing laboratory for controlled substance testing shall be a forensics laboratory approved for urine and drug testing by the Human Resource Department identified in Attachment "C". By mutual agreement, this list of accepted laboratories may be revised as necessary.
- d. Any tests that do not comply with the requirements of 49 C.F.R. shall be treated as negative tests.

7. Positive Tests

- a. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 Liters of breath or greater. The medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.
- b. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:

1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite; or
2. 150 ng/ml of cocaine metabolite; or
3. 300 ng/ml of either morphine or codeine; or
4. 25 ng/ml of phencyclidine; or
5. 500 ng/ml of amphetamine or methamphetamine

(Note: Adjustments to these amounts shall occur if necessary to remain in compliance with Federal Regulations. The District shall notify the Association of any changes in these amounts prior to implementation.)

and, the medical review officer must conclude that there is no legitimate explanation, as prescribed medication, for the result.

c. No positive test for controlled substances shall be reported to the District until after:

1. The medical review officer has contacted the bargaining unit member directly, on a confidential basis, and given the bargaining unit member an opportunity to discuss the test results and the bargaining unit member's medical history, including medication, in confidence;
2. Within 72 hours of the bargaining unit member's notification that the test was positive, the bargaining unit member may request that the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and
3. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the bargaining unit member.
4. If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.

5. The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs, and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.
6. The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. Section 40.29, subd.(F).) The District will notify the Association of any changes in these cut-off levels prior to implementation.
8. Disciplinary Action for Prohibited Conduct Bargaining unit members covered by this article are subject to discipline up to and including suspension and/or immediate termination of employment as is appropriate in accordance with applicable law and District policies and procedures. Severity of the disciplinary action will be based on the circumstances of the infraction and prior work history, including prior disciplinary action(s) of the bargaining unit member. These guidelines constitute recommendations only. Discipline may, depending on the facts or circumstances of the individual case, result in lesser or greater discipline to the bargaining unit member. Disciplinary guidelines for prohibited conduct are as follows:

<u>(a) Drug Testing</u>	<u>First Offense</u>	<u>Second Offense</u>
1. Refusal to provide a urine sample when required.	Resignation or Termination	
2. Substituting, adulterating, or otherwise tampering with a urine sample, testing equipment or related paraphernalia.	Resignation or Termination	

(b) Alcohol

- | | | |
|--|---|-------------|
| 1. Refusal to submit evidential breath test. | Resignation or Termination | |
| 2. Use of, or being under the influence of alcohol on duty with a level of .02 to .039 BAC. | 10 days suspension and breath analysis testing prior to returning to duty; completion of a rehabilitation program within 6 months of testing. | Termination |
| 3. Use of, or being under the influence of alcohol on duty with a .04 or above BAC test result applicable to transportation department personnel | Termination | |

(c) Controlled Substance

- | | |
|--|-------------|
| 1. Use of, or being under the influence of drugs on duty applicable to transportation department personnel | Termination |
|--|-------------|

9. Miscellaneous

- a. Bargaining unit members will receive pay for time required to take the tests specified in this article. The District will pay for the initial test. In the case of post-accident testing, the bargaining unit member will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
- b. The bargaining unit member shall pay for all confirmatory testing of a split sample. In

- the event that the confirmatory test is negative, the bargaining unit member will be reimbursed the cost of the test. The bargaining unit member has the following options for payment of this test: (1) remit payment to the District, or (2) request a payroll deduction.
- c. The Association job stewards and other appointed Association representatives, up to a maximum of 2 annually, shall receive the same training provided to supervisors for reasonable suspicion determinations as it is scheduled. Release time for the training shall be afforded to those individuals.
 - d. The parties agree to treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.
 - e. The District respects and acknowledges the right of bargaining unit members to seek and receive the Association representation for any meeting in which misconduct by the bargaining unit member may be alleged and for which there may be disciplinary action.
 - f. Following the receipt of positive test results, the District shall notify the bargaining unit member that it wishes to meet concerning the test results. The bargaining unit member has the right, upon request, to have a union representative present throughout the questioning. If the bargaining unit member requests representation, questioning will be temporarily deferred until an Association representative can be present.

See Appendix C – List of Laboratories – Drug and Alcohol Testing

ARTICLE 33
SUMMER EMPLOYMENT

Unit members will be considered for a summer employment position only when the position's start date does not conflict with the unit member's regular work year.

For summer clerical positions, the District will give first consideration to unit members with a satisfactory or better evaluation presently serving in a clerical position at that site. Second consideration shall be given to clerical employees with a satisfactory or better evaluation presently serving in a clerical position at the same level as the vacancy (elementary, middle, or high school).

Classified summer assignments other than clerical assignments shall first be offered to permanent District employees in that classification in seniority order, provided that the employee's last performance evaluation was satisfactory or better.

A unit member who accepts a summer employment assignment shall receive the same compensation and benefits (if any) that they received during the regular academic year if they are employed in the same classification. For a different classification, they shall receive no less than the same compensation applicable to that different classification during the regular academic year. Longevity pay will be included in a unit member's compensation while working during the summer.

A unit member serving in an assignment of summer employment outside of his/her current classification shall not earn seniority through service in that assignment.

Summer employment positions shall be posted by April 30 of each year or as reasonably possible thereafter.

ARTICLE 34
YEAR-ROUND EDUCATION

1. Work Year:

Employees in a year-round school shall, unless otherwise negotiated, work the same number of days in a school year as traditional school year employees in comparable positions.

2. Compensation:

Employees assigned to work ten and one-quarter, ten and one-half, and eleven months of the school year on a year-round assignment shall receive their annual compensation over a twelve month period, pro-rated by the actual number of workdays in the year. Employees on a year-round schedule with the same number of workdays as employees assigned to a traditional year schedule shall receive the same total annual compensation appropriate to their classification.

3. Vacation:

Ten and one-quarter, ten and one-half, and eleven month employees on a year-round schedule shall annually accrue vacation at the same rate as traditional school year employees.

4. Holidays:

Ten and one-quarter, ten and one-half, and eleven month employees on a year-round schedule shall receive the same number of holidays as their counterparts assigned to a traditional school year.

5. Sick Leave:

Ten and one-quarter, ten and one-half, and eleven month year-round school employees shall accrue sick days at the same rate as traditional school year employees.

6. Substitutes:

Single track year-round school employees may substitute in classified positions at sites

other than their own when year-round school is not in session. Such substitutes shall be paid at the current substitute rate for the assignment. When an employee performs extra work, or work in his or her own classification during the intersession, the employee shall be paid at his/her regular rate of pay.

7. The parties acknowledge that as of the date of ratification of this Agreement (December 2005), there are no year round education programs within the District. If the District should determine to re-institute year round education, the parties will convene to determine whether the reinstatement of year round education has negotiable impacts beyond the terms of this article. If this article is reopened, it shall not count as a re-opener for either party.

ARTICLE 35
RECLASSIFICATION

Reclassification is the upgrading of an employee from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such employee and required by the district. Reclassification is not the result of better or excellent performance of the job duties and responsibilities contained in the existing job description.

When an employee or the District believes that there has been a significant change in the regular duties and responsibilities which the employee is performing, the employee or the District may file a Reclassification Request Form which requests that the position be analyzed for possible reclassification. The Reclassification Request Form will be available at the Human Resources Department. Once completed it is to be submitted to the District's Assistant Superintendent – Human Resources.

A request for reclassification shall be referred to the Reclassification Review Panel. The Reclassification Review Panel shall consist of the following members: (1) two management employees selected by the District; and (2) two bargaining unit members selected by CSEA. The District's Assistant Superintendent – Human Resources or designee shall sit on the panel ex officio and shall vote only in the event of a tie.

With the exception of the Assistant Superintendent – Human Resources, panel members shall be appointed for a one year term. The District and CSEA shall notify each other of the specific individuals selected to be a member of the Reclassification Review Panel no later than August 1st of each year.

All panel members or designees shall be in attendance for the Reclassification Review Panel to meet. In the event of an emergency, an alternate may take the place of a panel member. If a member of the Reclassification Review Panel is the individual that will be reclassified, CSEA must

select an alternate to take the impacted panel member's place during the deliberations of their reclassification. The Reclassification Review Panel shall meet to consider requests within thirty (30) calendar days after a Reclassification Request Form has been filed.

All relevant information in reference to the reclassification(s) shall be provided to the members of the Reclassification Review Panel within a reasonable period of time prior to their first meeting.

The Reclassification Review Panel may obtain from the requesting party, employee, CSEA, and/or the District any additional information it deems necessary. The Reclassification Review Panel shall make a written recommendation regarding the proposed reclassification which shall be agreed upon by a majority of the Panel.

The written recommendation of the review panel will be forwarded to the Governing Board for consideration at a regularly scheduled board meeting. The decision of the Governing Board to accept, reject, or modify the recommendation shall be final.

The individual requesting reclassification and his/her immediate supervisor shall be notified in writing of the decision of the Governing Board regarding reclassification within 30 days of the Governing Board's action.

An employee may request a reclassification no more than once every twelve (12) months.

This recommendation of the panel and the final decision of the Board shall not be subject to the grievance procedures.

**WEST COVINA UNIFIED SCHOOL DISTRICT
Request for Reclassification**

1. Name of Employee:

2. Department:

3. Present Job Title:

4. Proposed Job Title:
(From current position listing)

5. Give specific examples of new duties you currently perform that are not on your present job description.

6. What percentage of your time on a monthly basis do you spend performing the above duties?

7. For what period of time (months/yrs.) have you been performing the above duties?

Date

Signature of Employee

Date

Signature of Supervisor
(Indicates knowledge of request only not approval)

**If more space is needed for any of the responses
please attach additional pages**

ARTICLE 36

DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES

A. Probationary Employees:

At any time prior to the expiration of the probationary period, the Governing Board may, at its discretion, dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a statement of charges or a hearing.

B. Disciplinary Action:

1. The Association and the District recognize: (1) the obligation of unit members to demonstrate professionalism in the course of their day-to-day duties, and (2) the importance of the opportunity for unit members whose performance is unsatisfactory to avail themselves of remediation and progressive discipline, except in cases where, in the determination of the Assistant Superintendent – Human Resources, the offense requires suspension, or, in the determination of the Board, dismissal is warranted.
2. Except where the Assistant Superintendent – Human Resources determines that the member's conduct requires immediate and more serious corrective action, the District will first utilize progressive corrective action including but not limited to:
 - (1) verbal warnings;
 - (2) written warnings;
 - (3) written reprimands.

Verbal and written warnings shall not be placed in the personnel file at the time of issuance; however, if used in support of a suspension, demotion, or dismissal, the employee shall be notified of the placement of such document in the personnel file.

An employee shall be notified of the placement of a written reprimand in the personnel file, and shall have an opportunity to submit a written response for inclusion in the file within 10 days. The employee shall have the right to representation. The progressive steps shall be fair, consistent, constructive, and timely to improve employee performance. Such progressive steps shall not be subject to grievance procedure.

3. Permanent classified employees shall be subject to disciplinary action, limited to dismissal, suspension for up to 30 days without pay, and demotion (involuntary placement in a lower classification). No disciplinary action shall be taken for any cause which arose prior to an employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the notice of proposed disciplinary action, unless the cause was concealed or not disclosed by the employee when it could reasonably be assumed the employee should have disclosed the facts to the District.

C. Causes for Disciplinary Action:

Discipline shall be imposed on permanent employees for just cause as prescribed herein. An employee shall be subject to discipline for any of the following causes:

1. Incompetence, inefficiency, or negligence in the performance of the duties of his or her position
2. Insubordination, including but not limited to, refusal to do lawfully assigned work
3. Carelessness or negligence in the performance of duty or in the care or use of District property
4. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public
5. Dishonesty, including but not limited to theft, willful use of District time, property, equipment, or facilities for personal use, and/or the willful destruction or mishandling of District property.
6. Use of, possession of, or reporting to the job site while under the influence of controlled substances, including alcoholic beverages, narcotics or other illegal, restricted, or unauthorized substances.
7. Any conduct contrary to the welfare of the schools, or the students, or a District officer or employees.
8. Engaging in political activity during assigned hours of employment
9. Conviction of any felony or any crime involving moral turpitude or bringing discredit upon the District

10. Conviction of a sex offense as defined in Education Code section 44010, conviction of a controlled substance offense as defined in Education Code section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.
11. Repeated and/or unexcused absence or tardiness
12. Unauthorized absence and/or abuse of illness or other paid leave privileges
13. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records
14. Persistent violation of or refusal to obey written policies, rules, regulations, or management directives, or any appropriate federal, state, or local governmental agency laws or regulations
15. Offering anything of value or any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value of any service in exchange for granting any special treatment to another employee or to any member of the public
16. Willful or persistent violation of the Education Code or rules, regulations, policies, or directives of the District
17. Any willful conduct tending to injure the public service
18. Abandonment of position (3 days or more of unauthorized leave)
19. Advocacy of overthrowing the federal, state, or local government by force, violence, or other unlawful means
20. Knowing membership in the Communist Party, pursuant to Education Code section 45303
21. Evident unfitness for service

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

D. Disciplinary Procedure:

Suspension, demotion, or dismissal of a permanent classified employee entitles the employee to the following procedural safeguards:

1. Written notice of the proposed disciplinary action, provide in person or by certified mail to the last known address provided to the District;
2. Cause(s) for the action;
3. A statement of charges setting forth in clear and understandable language the specific conduct giving rise to the charges;
4. A copy of all materials, including statements upon which the charges are based;
5. Copies of sections of this contract, rules, regulations, and/or laws which are alleged to have been violated;
6. The proposed effective date of the disciplinary action; and
7. Notice of the right to respond to the charges, either orally or in writing, within a reasonable time prior to imposing discipline

Immediate suspension of a permanent employee, with or without pay and without notice, is permitted when the health or welfare of students, other employees, or District property is endangered by the employee's continued presence in the District. Such a suspension is also permitted pending a Board hearing on the disciplinary action of the employee, if the Superintendent or designee determines the continued presence of the employee is detrimental to the District or other employees of the District, and/or for aggravated insubordination.

E. Skelly Conference:

If, after the above procedures have been followed, the employee wishes to respond orally or in writing to the disciplinary charges, he or she shall, within a specified reasonable time, request an informal (Skelly) conference chaired by a neutral administrator other than the administrator recommending the disciplinary action. The Skelly conference shall occur before the recommended disciplinary action is submitted to the Superintendent for recommendation to the Governing Board. The Superintendent's designee shall issue a written decision to the employee within five (5) business days after the conclusion of the Skelly conference, to either continue, discontinue, or reduce the proposed disciplinary action.

F. Procedure for Suspension of Five (5) Days or Less:

When suspension of a permanent employee for five (5) days or less is recommended, the procedural safeguards described in Sections D and E above shall apply. The notice shall contain information regarding the employee's right to an informal conference with the Superintendent within a specified period of time. This conference shall afford the employee a final opportunity to deny the charges, to review the evidence supporting the charges, to ask and answer questions concerning the charges, to present supporting or mitigating evidence, to present an argument on his or her own behalf, and to persuade the Superintendent to reduce, uphold, or reject the discipline. Failure to request an informal conference within a specified number of days shall constitute a waiver of such conference and acceptance of the disciplinary suspension without pay of five (5) days or less. The Superintendent's determination of the sufficiency of the cause for disciplinary action shall be conclusive and shall not be subject to the grievance procedure contained in this Agreement. The employee shall have the right to representation.

G. Procedure for Suspension of More than Five (5) Days, for Demotion, or for Dismissal:

1. Right to Appeal:

When formal disciplinary action of suspension of more than five (5) days, demotion, or dismissal has been approved by the Governing Board, a permanent employee shall be entitled to the procedures described in Section D and E. If, after the Skelly conference, a decision is made to proceed with the discipline, the employee shall receive notice of the right to appeal the disciplinary action and a Request for Hearing form. The employee must file his or her notice of appeal within ten (10) business days after receipt of the notice to discipline. Signing and filing the Request for Hearing form constitutes a demand for hearing and a denial of all charges. Failure to file a Request for Hearing within five (5) business days shall constitute a waiver of such hearing. Upon receipt of a Request for Hearing, the District shall set the matter for hearing and shall provide the employee with at least five (5) business days' notice in writing of the date and location of the hearing. The employee shall have the right to representation.

2. Evidentiary Appeal Hearing:

An evidentiary hearing shall be conducted in closed session unless the employee makes a written request for a public hearing at least five (5) days before the hearing. The employee may be represented by an Association representative or an attorney at his/her own expense.

The hearing shall be informal and need not be conducted according to technical rules of evidence. Oral evidence shall be taken on oath or affirmation. Each party shall have the right to call, examine, and cross-examine witnesses, to introduce relevant exhibits, to impeach witnesses, and to rebut evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over an objection in a civil action. The Governing Board shall appoint a hearing officer to conduct the hearing.

The hearing officer shall render findings of fact, conclusions of law, and a final decision.

Hearsay evidence may be used for the purpose of supplementing and explaining other evidence, but shall not be sufficient, standing alone, to support a finding, unless it would be admissible over an objection in a civil action. At the close of the hearing, each party may present an oral closing argument or may submit a written brief in accordance with time lines established by the hearing officer. Post-hearing briefs must be submitted simultaneously to the hearing officer and the opposing party.

- H. Non-substantive procedural errors committed by the District shall not constitute cause for dismissing the disciplinary charges unless the errors are prejudicial.
- I. This Article shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 37
BILINGUAL STIPEND

The Principal/manager at each school/office site may, based on local site needs, with the approval of the Assistant Superintendent – Human Resources, designate one individual for that school year as necessitating bilingual skills (speak, read, and write) for one school year at a time. Such designation shall be based upon site needs for services in a language other than English, and shall annually expire on June 30th.

The District shall provide an examination for certification of bilingual skills, which shall be available to the incumbent of the designated position. If the incumbent passes, he/she shall receive a monthly stipend of \$50.00 per month (prorated for less than full-time employees) for the school year in which a need for bilingual services is designated.

Appendix A – Fiscal Year Holidays

Fiscal Year Holidays

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Holiday
7. In lieu of Admissions Day
8. Floating Holiday
9. New Year's Day
10. Martin Luther King Jr. Day
11. Lincoln's Day
12. Washington's Day
13. Memorial Day

Appendix B – Absence Call-in Procedures

WEST COVINA UNIFIED SCHOOL DISTRICT EMPLOYEE'S QUICK REFERENCE

System Phone Number (626) 9 6 2 -5 3 1 8

Help Desk Phone Number (626) 9 3 9 -4 6 0 0, ext. 4 6 8 8

Write your PIN number here: _____

TO ENTER AN ABSENCE:

1. Call the System Phone Number, enter your PIN when prompted, then **PRESS 1** to *Enter an Absence*

2. **PRESS 1** for a ONE DAY absence for the CURRENT day, **OR**
PRESS 5 for a ONE DAY absence for the NEXT work day, **OR**
PRESS 7 to ENTER THE DATES AND TIMES

3. IF YOU PRESSED 1 OR 5 to enter a one-day absence...

The System says your normal START and END times.

PRESS 1 to use those times for the absence, THEN SKIP TO Step 4, **OR**

PRESS 5 to manually enter the START and END times, then listen as the System reads your regular START time.

-If the absence STARTS at the time offered, PRESS the STAR KEY **OR**

-If the absence Starts at another time, enter 2 digits for hour and 2 digits for minute (*Example: Enter 8:05 as 0805*). If the System asks you to do so, **PRESS 3** if the time is AM or 7 if PM

Repeat this procedure to enter the END time, THEN SKIP TO Step 4.

IF YOU PRESSED 7 to enter the all dates and times...

3a. Enter the *DATE THE ABSENCE STARTS*.

PRESS the STAR KEY to accept the date offered, **OR**

Enter 2 digits for the month and 2 digits for the date (*EXAMPLE: Enter March 4th as 0304*).

3b. Enter the *TIME THE ABSENCE STARTS*.

PRESS the STAR KEY to accept the time offered, **OR**

Enter 2 digits for the hour and 2 digits for the minute (*EXAMPLE: Enter 8:05 as 0805*). Then (only if the System asks you to do so)

PRESS 3 if the time is AM or 7 if PM

3c. Repeat the procedures in 3a to enter the *DATE THE ABSENCE ENDS*, then the procedures in 3b to enter the *TIME THE ABSENCE ENDS*.

4. If you are calling in absence for SCHOOL BUSINESS. **PRESS 2**, otherwise **PRESS 3**. Enter the number which corresponds to the *REASON FOR ABSENCE* (see list on page 2), then PRESS the STAR KEY.

5. **PRESS 1** to *RECORD SPECIAL INSTRUCTIONS* that will be read when offering the job to Substitutes, OR

PRESS 5 to *BYPASS THIS STEP*

6. **PRESS 1** if a *SUBSTITUTE IS REQUIRED* for this absence, **OR**
PRESS 3 if *NO SUBSTITUTE IS REQUIRED*, then **SKIP TO STEP 8**,

7. **PRESS 1** to *REQUEST A PARTICULAR SUBSTITUTE*, **OR**
PRESS 3 to *BYPASS THIS STEP*

IF YOU *REQUEST A PARTICULAR SUBSTITUTE*, enter their Telephone Number
(not their PIN) and **PRESS** the STAR KEY. When requested, confirm the
Substitute, then:

--**PRESS 1** if, *NO PRIOR ARRANGEMENT HAS BEEN MADE WITH THE SUBSTITUTE*,
but you want the System to offer this assignment to the selected
Substitute before offering it to others, **OR**

8. **PRESS 1** to *RECEIVE THE JOB NUMBER*. **IMPORTANT** – Wait for
the System to say the Job number, which completes entry of the absence!

TO REVIEW OR CANCEL AN ABSENCE, OR MODIFY SPECIAL INSTRUCTIONS:

1. Call the System Phone Number, enter your PIN when prompted, then
PRESS 5 to *REVIEW OR CANCEL AN ABSENCE*.

2. Listen to the absence information the System plays:
PRESS 1 to *HEAR THE INFORMATION AGAIN*, **OR**
PRESS 3 to *HEAR ANOTHER ABSENCE*, **OR**
PRESS 5 to *CANCEL THE JOB* the System just played, **OR**
PRESS 6 to *MODIFY SPECIAL INSTRUCTIONS*

IF YOU SELECT *CANCEL THE JOB*, you must **PRESS 1** to
CONFIRM THE CANCELLATION REQUEST when asked.

If a substitute was assigned to the absence –

PRESS 1 if you want the System to call the assigned Substitute
and inform them that this Job has been cancelled, **OR**

PRESS 5 if you are certain that the assigned Substitute knows
this Job has been cancelled, and you do NOT want the System to
call the assigned Substitute to inform them of the cancellation.

Once you confirm a request to cancel the Job, you **MUST** wait for the
System to say “*Job Number XXXXXX has been cancelled.*” If you do
not **WAIT TO HEAR** the System say this, you have no assurance the
Job has been cancelled, and a Substitute may report for the Job.

IF YOU SELECT *MODIFY SPECIAL INSTRUCTIONS*, the System
guides you through the steps of reviewing and replacing
(if desired) the voice message of special instructions, in much the
same manner as you originally recorded the instructions.

TO REGISTER AS A NEW USER AND RECEIVE YOUR PERSONAL IDENTIFICATION NUMBER (PIN)

1. With a pencil ready and your Social Security Number (SSN) in mind, call the System Phone Number (see Page 1). When the System asks for your Personal Identification Number (PIN), PRESS the STAR KEY on the telephone keypad.
2. When the System says, "If you are calling as a Substitute **PRESS 1**, If you are calling as an Employee **PRESS 3**.
3. When the System asks for your Social Security Number, enter your SSN by pressing the telephone keys.

If the System asks for your SSN again, re-enter it carefully. If the System continues to ask for your SSN, hang up and call the Help Desk for assistance (see page 1).

4. The System asks you to record you name. Immediately after the tone, say your name clearly. You have only a few seconds, so avoid pauses or long titles. Wait for the System to play back your recorded name.
If you like the recording, **PRESS 1**.
If you want to re-record your name, **PRESS 9**.

5. The System reads WORK LOCATION, then your JOB DESCRIPTION. If you work at more than on location, and/or have more than on Job Description, the System reads all of this information. After hearing this information:

PRESS 1 if the information is CORRECT, **OR**
PRESS 3 if the information is NOT CORRECT, **OR**
PRESS 5 to hear the information again.

NOTE: The System will NOT allow you to correct your location or job description during registration. You may only indicate that the System's records are incorrect. If the System has incorrect information for you call the Help Desk (see page 1) AS SOON AS YOU FINISH REGISTERING, and have them correct the information!

6. The System tells you your PIN. Write your PIN in the space provided on page one (1). **PRESS 9** to review your PIN. When you are sure that your PIN is written correctly, **PRESS 1**.

*Your registration is now COMPLETE.
You may use your new PIN immediately.*

TO REVIEW YOUR PIN OR CHANGE THE RECORDING OF YOUR NAME AFTER YOU HAVE REGISTERED

1. Follow steps 1 through 3 in the previous instructions as if you were registering as a new user.
2. **PRESS 1** to HEAR YOUR PIN, **OR**
PRESS 3 to CHANGE THE RECORDING OF YOUR NAME.

IF YOU SELECT *HEAR YOUR PIN*, the System tells you your PIN.
Write your PIN in the space provided on page 1.

IF YOU SELECT *CHANGE THE RECORDING OF YOUR NAME*, the System asks you to record your name. Immediately after the tone, say your name clearly. You have only a few seconds, so avoid pauses or long titles. Wait for the System to play back your recorded name.

If you like the recording, **PRESS 1**, and the new recording will be made available for immediate use, OR

If you want to re-record your name, **PRESS 9**.

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	<u>Today's Jobs</u>	<u>Future Jobs</u>
Weekdays	5:00 am – 4:00 pm	6:00 pm – 10:00 pm
Saturday	None	None
Sunday	None	6:00 pm – 10:00 pm
Holidays	None	6:00 pm – 10:00 pm

ABSENCE REASONS

1. Sick Leave
2. Personal Necessity
3. Jury Duty
4. Bereavement
5. Vacation (Classified)
7. Industrial Accident/Leave
8. Subpoena Leave
9. Military Leave
10. Unpaid Leave
40. Negotiations
50. Professional Development
51. District/School Business
52. Human Resources Placement
53. Association Business

Appendix C – List of Laboratories – Drug and Alcohol Testing

List of Laboratories in California and Nevada That Have Been Approved For Urine Drug Testing By The Department Of Health and Human Services

Assoc. Pathologists Labs, Inc. (QUEST)
4230 S. Burnham Ave., Suite 250
Las Vegas, CA 89119-5412
(702) 733-7866

Lab Corp
7272 Clairemont Mesa Road
San Diego, CA 92111
(619) 279-2600/800-882-7272

Smith Kline Beecham Clinical Labs (QUEST)
7600 Tyrone Avenue
Van Nuys, CA 91045
(818) 376-2520

UNILAB
18408 Oxnard Street
Tarzana, CA 91356
(818) 343-8191/800-492-0800

Appendix D – Salary Schedule

WEST COVINA UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE FOR THE 2010-2011 SCHOOL YEAR

RANGE	HOURLY	A	B	C	D	E
10.5	10.66	1,848	1,949	2,047	2,142	2,248
11.0	10.90	1,889	1,980	2,085	2,186	2,296
11.5	11.08	1,921	2,025	2,119	2,228	2,334
12.0	11.34	1,965	2,065	2,165	2,277	2,384
12.5	11.54	2,001	2,103	2,205	2,316	2,440
13.0	11.81	2,047	2,142	2,248	2,368	2,478
13.5	12.03	2,086	2,186	2,296	2,413	2,528
14.0	12.29	2,131	2,229	2,343	2,462	2,585
14.5	12.49	2,165	2,277	2,384	2,511	2,635
15.0	12.74	2,208	2,327	2,445	2,560	2,688
15.5	12.97	2,248	2,368	2,478	2,611	2,733
16.0	13.29	2,304	2,416	2,536	2,662	2,791
16.5	13.52	2,343	2,462	2,585	2,718	2,848
17.0	13.77	2,387	2,512	2,637	2,771	2,905
17.5	14.11	2,445	2,560	2,688	2,819	2,965
18.0	14.32	2,482	2,616	2,738	2,883	3,015
18.5	14.65	2,540	2,664	2,796	2,935	3,075
19.0	14.97	2,594	2,721	2,854	3,000	3,152
19.5	15.24	2,641	2,775	2,906	3,062	3,212
20.0	15.53	2,691	2,833	2,965	3,117	3,266
20.5	15.89	2,754	2,893	3,035	3,189	3,337
21.0	16.19	2,806	2,950	3,099	3,252	3,412
21.5	16.48	2,857	3,005	3,154	3,318	3,475
22.0	16.85	2,921	3,065	3,219	3,375	3,544
22.5	17.19	2,980	3,129	3,283	3,447	3,619
23.0	17.53	3,038	3,191	3,349	3,516	3,693
23.5	17.88	3,100	3,253	3,420	3,586	3,772
24.0	18.20	3,155	3,320	3,482	3,656	3,843
24.5	18.59	3,222	3,376	3,549	3,731	3,914
25.0	18.95	3,284	3,449	3,621	3,807	4,000
25.5	19.35	3,354	3,517	3,694	3,882	4,074
26.0	19.76	3,425	3,588	3,774	3,959	4,169
26.5	20.20	3,501	3,658	3,853	4,041	4,261
27.0	20.60	3,570	3,736	3,937	4,127	4,351
27.5	21.06	3,651	3,815	4,020	4,217	4,450
28.0	21.49	3,725	3,892	4,106	4,300	4,544
28.5	21.96	3,806	3,978	4,188	4,390	4,639
29.0	22.40	3,883	4,055	4,278	4,476	4,734
29.5	22.86	3,962	4,137	4,364	4,570	4,836
30.0	23.33	4,045	4,220	4,459	4,664	4,944
30.5	23.82	4,129	4,311	4,553	4,764	5,050
31.0	24.34	4,219	4,396	4,648	4,861	5,158
31.5	24.85	4,307	4,494	4,745	4,957	5,266
32.0	25.36	4,396	4,584	4,846	5,061	5,379
32.5	25.92	4,493	4,679	4,948	5,167	5,496
33.0	26.45	4,585	4,774	5,053	5,274	5,614
33.5	27.01	4,682	4,869	5,161	5,382	5,732
34.0	27.57	4,778	4,971	5,270	5,493	5,859
34.5	28.16	4,881	5,075	5,379	5,605	5,984
35.0	28.73	4,980	5,233	5,500	5,781	6,075
35.5	29.45	5,105	5,358	5,627	5,907	6,204
36.0	29.72	5,152	5,498	5,768	6,060	6,362

SERVICE INCREMENT: A classified employee shall receive a five percent (5%) salary increment after eight years of continuous service as a permanent employee and a second service increment of five percent (5%) at the beginning of the twelfth year of service providing employee receives an overall "average" or "above average" evaluation.

ANNIVERSARY INCREMENT: Effective July 1, 2007, classified employees are eligible for an anniversary increment of \$74.00 per month worked beginning with the fifteenth year of service, an additional \$74.00 per month worked beginning with the eighteenth year of service, an additional \$74.00 per month worked beginning with the twenty-first year of service, and an additional \$74.00 per month worked beginning with the twenty-fifth year of service.

Adopted on 03/22/2011;

Effective on 07/01/2007

Appendix F – Transfer Request Form

District Initiated Transfer
Classified Employee

Please Print

Date Submitted: _____

Employee Name: _____

Current Site/Dept.: _____

Reassigned Site/Dept.: _____

Explanation of Reassignment:

Employee Signature: _____

Date of Conference: _____

Site Administrator/Director Signature: _____

Asst. Superintendent – Human Resources: _____

- approved
- declined