

Tentative Agreement

Between the California School Employees Association (CSEA) and its Chapter 293
And the Placentia-Yorba Linda Unified School District

June 2, 2015

The following represents the conclusion of the parties' 2015-2016 reopener negotiations to take effect immediately and shall continue in effect to and including June 30, 2016.

ARTICLE III: DEFINITIONS

- h. Immediate Supervisor - Supervisor (non-unit member) who has primary management and evaluation responsibility for the unit member non-bargaining unit member on the District's supervisory or management salary schedules, who has primary management and evaluation responsibility for the unit member.
- k. Probationary Unit Member - A unit member who, upon completion of a prescribed probationary period, will become a permanent unit member is currently in a probationary period.
- r. Transfer - The relocation of an employee from one position to another in the same classification at a different classroom, department, or site. This language shall not interfere with or supersede any part of Article 12.8.1 or 12.8.2.

ARTICLE XII: GENERAL PERSONNEL PROVISIONS

Section 12

When a position becomes vacant or a new position is created by the District, the District shall notify the Chapter President or her/his designee via email within ~~on (1) week~~ five (5) days of such notice. This notice shall include the following information: the name of the person who held the position, the number of hours, shift start and stop time, monthly category, worksite, effective date of vacancy, and the District's plan to fill the position.

The District has sixty (60) days to fill such vacancy via the Transfer, Promotional, or Posting process as outlined in this section.

12.1.3 – Initial interviews for a posted vacancy shall begin within twenty-one (21) ~~calendar~~ days after the closing date of the posting.

Section 12.7 Notification

Within ~~ten (10)~~ twelve (12) days following completion of the initial interview, the Personnel Office shall notify in writing all unit member applicants of their standing.

12.7a – The Chapter President or her/his designee shall be notified of the name of the candidate selected for the relevant position prior to said candidate beginning the new position.

Section 12.8.1 Unit Member-Initiated Transfers

Any interviews conducted for unit-member initiated transfers shall include a CSEA interview panel member. The unit member requesting transfer shall be notified within ten (10) days of the decision. The unit member selected shall be given written notification specifying the location,

rate of pay, hours, starting date, immediate supervisor, and work year of the position. CSEA shall be provided a copy of all transfer forms as they are submitted. If a unit member is denied a specific transfer request, they may request a meeting with a manager of the Personnel Department to discuss their request.

A unit member shall not be subject to any penalties for declining a transfer.

Section 12.9a – Unit members may request a transfer into a position within the same classification that has a shorter work calendar and/or less hours per day.

Section 12.13 Other Provisions

12.13.1 – Grievances Relating to Personnel Provisions

The hiring process for bargaining unit member positions shall be postponed, placed on hold, and/or canceled in cases when the CSEA Chapter and/or individual member files a grievance pertaining to the hiring process. The District shall not select a candidate, ~~report~~ repost position, and/or begin new recruitment until that grievance has been resolved.

ARTICLE XV: TRAINING

Section 15.1

In-service training occurring during the regular working hours of the unit member shall result in no loss of wages or benefits to the unit member. **Employees shall receive release time from their regular assignment and/or be paid their regular rate of pay for all hours in excess of their normal scheduled hours.** No unit member shall be required or approved to receive training for a job duty not specified in the unit member's job description or reasonably related to the unit member's job description.

Section 15.2

The District shall provide release time and pay the costs of training activities specifically approved by the District. District required training provided after the unit member's regular working hours will be compensated at the appropriate rate of pay. **Employees will be reimbursed per Article 18 sections 18.8, 18.10 and 18.11 of this agreement.**

Section 15.2 a Conference/Training Request Process

The unit member or the District may initiate a request for training per established guidelines. Guidelines shall be established as mutually agreed by both parties on or before December 15, 2015.

15.2 b

The District will provide the Association with the anticipated training and associated costs of the training for the subsequent year during negotiations. The District will provide the Association with the training and associated costs of the training for the current year during negotiations. On or before the training agenda is finalized each year, the Association will consult with the District regarding pertinent training topics for Classified employees.

Section 15.3 Transportation

The District renewal program and "chargeable time" as described in section 17.13.11 shall include only time spent in renewal classes, necessary behind-the-wheel training and travel and testing time for the "behind-the-wheel" and written test required by the California Highway Patrol.

Section 15.4-3 a

Unit members shall be in a paid status for only one (1) renewal class, it's accompanying "behind-the-wheel" training and one (1) "behind-the-wheel" and written test for the California Highway Patrol during the one (1) year prior to the expiration of their bus driver certificate.

Section 15.4-3 b Training

Unit member shall be compensated at their regular rate of pay for time used to complete CHP Driver Certification requirements, not to exceed 6 hours of pay.

15.4 Professional Growth

A Professional Growth Program will be designed to provide an opportunity for professional growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general and/or specific value to the District. During the 2015/2016 school year, a committee comprised of two (2) District appointed and two (2) association appointed members will develop a comprehensive plan to be implemented beginning in the 2016/2017 school year. See Appendix H.

ARTICLE XVII: HOURS OF EMPLOYMENT

Section 17.7 Flextime

At the request of the unit member, with approval of the immediate supervisor and approval of the Superintendent or designee, a work shift may be scheduled with starting and stopping times different from the established workday for the department. Any unit member requesting variance in his/her work shift must submit his/her request in writing **on the flextime request form (Appendix I)**, specifying the starting and stopping time, **rest period** and length of lunch break **to the immediate supervisor or site administrator. Unit members shall be notified of the status of their flextime request in writing in no more than 10 days of initial request. If the flextime request is denied, the employee may appeal the decision with the Assistant Superintendent of Personnel Services or designee. Approved flextime shift variances revert back to the shift as hired at the end of each school year.**

ARTICLE XVIII: WAGES

18.10 Meals

Any unit member who, as a result of an approved work assignment, must have meals away from the District shall be reimbursed **not to exceed** at the **IRS Per Diem travel rates** following maximums-provided the unit member submits valid receipts.;

- a. \$7.00 for breakfast
- b. \$9.00 for lunch
- c. \$14.00 for dinner

Section 18.16 Wages

Effective July 1, 2014~~5~~, unit members will receive a 25.5% increase over the 2007-2008 2014-2015 Salary Schedule. ~~Effective February 1, 2015 unit members will receive an additional 1% increase.~~ For the 2015-2016 school year, if the enacted state budget has the Local Control Funding Formula (LCFF) gap funding percentage above 56.5% the District will provide an additional 0.5% on-going salary increase for a total of 6% retroactive to July 1, 2015. In the event the enacted state budget contains the LCFF gap funding percentage less than 46% the parties agree to meet prior to September 1, 2015.

- The parties agree that the District's Board of Education shall not authorize any layoffs of classified employees for the ~~2014-2015~~ 2015-2016 fiscal year unless precipitated by an actual reduction in Federal funding that would impact classified positions. Such layoff shall include only those positions impacted by the loss of those funds and the District shall meet and confer with CSEA prior to any Board authorization.

ARTICLE XX: HEALTH AND WELFARE

Effective July 1, 2010, the agreed upon medical plan for the low Anthem HMO coverage shall include a Select Network. All premium rate structures and benefit levels in place for the year 2009/2010 plan year as reflected in Article XX of the parties current agreement shall remain in effect for the ~~2013/2014~~ 2015/2016 plan year.

ARTICLE XXII: HOLIDAYS

Section 22.1 Scheduled Holidays

Unit members shall be entitled to the following paid holidays as adopted annually by the District:

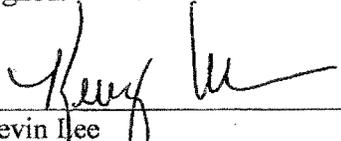
2015-2016			
Independence Day	July 4, 2015	New Year's Eve	December 31, 2015
Labor Day	September 7, 2015	New Year's Day	January 1, 2016
Veteran's Day	November 11, 2015	Martin Luther King Jr. Day	January 18, 2016
Thanksgiving Day	November 26, 2015	Lincoln's Birthday	February 8, 2016
Day After Thanksgiving	November 27, 2015	Washington's Birthday	February 15, 2016
Admissions Day	The holiday in lieu of Admission Day shall be designated as December 24, 2015	Spring Recess Day	To Be Determined <u>March 28, 2016</u>
Christmas Day	December 25, 2015	Memorial Day	May 30, 2016

Section 22.3 Eligibility

22.3.3 – Employees on an approved non-typical work week schedule (example: schedule other than Monday through Friday or less than five (5) days per week) will be notified by the start of the school year or within five (5) days of date of hire when there is a related holiday adjustment caused by the approved non-typical workweek schedule. For all employees who have to adjust holidays due to a non-typical work week schedule, the in-lieu holiday shall be taken the week before or the week of the holiday.

This Tentative Agreement is subject to ratification by both parties.

Signed:



Kevin Lee
Assistant Superintendent, Personnel
PLACENTIA-YORBA LINDA USD

6/3/15

Date



Allyson Holt
President
CSEA and its Chapter 293

6/3/15

Date



Denesa Moore
Labor Relations Representative
California School Employees Association

6/3/15

Date

APPENDIX H

Memorandum of Understanding—Professional Growth Program

MEMORANDUM OF UNDERSTANDING
between the Placentia-Yorba Linda Unified School District
and the California School Employees Association and its Placentia-Yorba Linda Chapter
293

June 2, 2015

This Memorandum of Understanding is agreed upon between the Placentia-Yorba Linda Unified School District (PYLUSD) and California School Employees Association (CSEA) and its Placentia-Yorba Linda Chapter 293 regarding Article 15.4 Professional Growth.

The District will allocate up to, but not more than \$10,000 for professional growth for the 2016-17 school year.

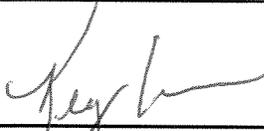
During the 2015-16 school year a committee comprised of two (2) District appointed and two (2) Association appointed members will develop a comprehensive plan to be implemented beginning the 2016-17 school year.

Additional committee members may be added with mutual consent of both parties.

This MOU shall not constitute a practice nor establish any precedent for the future.

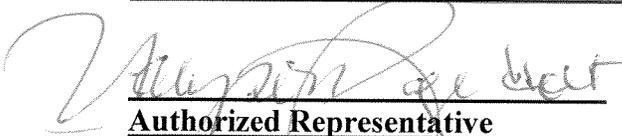
This MOU is to expire at the end of the 2016-2017 school year and the parties may meet to renegotiate this agreement by May 30, 2017.

This MOU shall constitute the entire agreement of the parties as to this issue and may only be modified or amended in writing, signed by both parties.



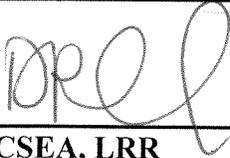
Authorized Representative
PLACENTIA-YORBA LINDA USD

6/2/15
Date



Authorized Representative
CSEA and its Chapter 293

6/2/15
Date



CSEA, LRR

6/2/15
Date

APPENDIX I

Flextime Request Form

**Placentia Yorba Linda Unified School District
Flexible Scheduling Request – Classified Personnel**

1. Employee Name: _____ 2. Department/Site: _____
3. Job Title: _____

4. Current Work Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Starting Time	_____	_____	_____	_____	_____	_____	_____
Break (if applicable)	_____	_____	_____	_____	_____	_____	_____
Lunch (if applicable)	_____	_____	_____	_____	_____	_____	_____
End Time	_____	_____	_____	_____	_____	_____	_____

5. Requested Work Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Starting Time	_____	_____	_____	_____	_____	_____	_____
Break (if applicable)	_____	_____	_____	_____	_____	_____	_____
Lunch (if applicable)	_____	_____	_____	_____	_____	_____	_____
End Time	_____	_____	_____	_____	_____	_____	_____

6. Reason (s) for request:

Employee Signature _____ Date _____

7. Supervisor Approval

Schedule Request is granted beginning _____.

Schedule Request is denied. Reason:

Supervisor's Signature _____ Date _____

8. Personnel Services Approval

Schedule request has been reviewed and has been accepted denied

Director, Personnel Signature _____ Date _____

9. Routing: Originator → Supervisor/Principal → (if approved) → Personnel → Distribution