



California
School
Employees
Association

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Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



February 9, 2018

Job Suarez, President
CSEA Placentia – Yorba Linda Chapter 293
1211 N. Jefferson St
Placentia, Ca 92870

Re: Tentative Agreement for Reopener

Dear President Suarez:

I have received the tentative agreement for reopener agreement between the Placentia Yorba Linda Unified School District and California School Employees Association and its Placentia Yorba Linda Chapter 293, that will be in effect from 2017 through 2018.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association. **This tentative agreement will need to be approved by the membership.**

This tentative agreement has been approved through CSEA Policy 610. The agreement may now be ratified by the chapter membership.

Please let me know if there are any questions concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Tiara Cox
Field Director

TC/yo

c: Bill Hagar, Area H Director
Karen Knecht, Region 22 Representative;
Cecilia Lopez, Labor Relations Representative

Tentative Agreement for the 2017-18 Negotiations Reopener
between
California School Employees Association and its
Placentia Yorba Linda Chapter #293
And the
Placentia Yorba Linda Unified School District

February 7, 2018

ARTICLE VII – HOURS OF EMPLOYMENT

Section 7.6 Interview Panel

The Chapter President and/or her/his designee shall determine a unit member to serve as the CSEA panel member in the interview process—for all classified vacancies of a promotional nature or any vacancy for which a current unit member applies. The Chapter President shall identify the CSEA panel member in advance of the scheduled interview. **Interviews will be conducted during regular business hours. All unit members serving as the CSEA interview panel member shall receive their regular rate of pay for all hours while serving on the interview panel, not to exceed eight (8) hours in a day. If a CSEA interview panel member is not available or is not present for an interview, the interview will take place as scheduled. The District will provide release time for two (2) training sessions with a maximum of 15 participants per session per year to allow CSEA to train unit members to serve on interview panels. Those employees being trained and the trainer will whenever possible be released during their regular work hours. Eight (8) hour employees can only be trained during their work hours.**

In the event the District objects to the proposed CSEA panel member, the District will notify the Chapter President of its objections and meet to discuss the possibility of alternative panel member appointment. Unit members who serve on the Interview Panel will serve during their regularly scheduled work hours. If the panel process exceeds the time scheduled, unit members will remain in paid status. Unit members serving on the panel will receive a schedule of applicants being interviewed, copies of applications, vacancy announcement, job description, interview questions, and rating sheets. In addition, a **Personnel Human Resources** Office Manager, District Office Level Director, District Manager, School Site Principal or Assistant Principal – shall serve on the interview panel for all interviews that are for benefited positions and/or identified by the CSEA Chapter President and/or her/his designee.

Section 7.8 Reproduction of Agreement

Within sixty (60) days of settlement of this Agreement, the District shall provide for the printing and distribution of the Agreement. ~~to all unit members regularly employed four (4) or more hours per day.~~ **The District shall provide electronic access to all unit members and hard copies to unit members who make a request.**

ARTICLE XII: GENERAL PERSONNEL PROVISIONS

Section 12.1 Vacancy

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 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.

12.1.1 The District shall attempt to fill vacancies in the following order:

- a. Transfer requests within the same classification and same hours as outlined in 12.7
- b. Voluntary Demotions **within the same classification or in another classification within the same series with a lower maximum salary as outlined in 12.7.2**
- c. Promotions as outlined in 12.10

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

Section 12.2 Vacancy Announcement

When a vacancy exists, which has not been filled via the transfer process, the District shall create a vacancy announcement and the District shall email the Chapter President and/or designee at the time of posting and ensure the vacancy announcement is posted at the following locations:

- 1.) Each school or worksite
- 2.) District central office
- 3.) District website
- 4.) All Classified Email

12.2.1 Each vacancy announcement shall include:

1. Anticipated location
2. Number of hours per day with anticipated start and end times
3. The specific days of the week and months per year
4. The number of positions open
5. The job title and qualifications per the agreed upon job description
6. The salary range including any stipends/differentials
7. The closing date after which applications for vacancy will no longer be accepted

8. The total number of paid days within a fiscal year
9. The corresponding work calendar number
10. "~~A~~ All" ~~P~~ previously submitted transfer request forms have been considered"
11. "Interviews will begin with permanent internal applicants at least five (5) days before non-bargaining unit members."

12.3 Posting of Vacancies

12.3.1 - The District shall inform interested unit members regarding vacancies via the posting in the Personnel Office and the District web site.

12.3.2 - Each vacancy announcement shall be posted for a minimum of six (6) days. No posted vacancy shall be filled prior to the closing date.

12.3.3 - Upon written request to the Personnel Office, unit members who are or will be on leave during the posting period will be sent, by first class mail or email (at the discretion of the unit member), a copy of the vacancy announcement on the date the vacancy is posted.

12.4 Selection of Candidate

12.4.1 - Unit members who have filed for posted vacancies shall have their application papers screened by the Personnel Department prior to the scheduling of interviews.

12.4.2 - Applicants who are current unit members serving in the same class (job title) will be provided the opportunity to interview for such openings.

12.4.3 - A "List of Criteria" based on the job description will be established for each classification by the Personnel Department. Applicants will be screened for an interview based upon this list of criteria.

12.4.4 - Upon request, the "List of Criteria" used to determine applicants selected for an interview will be made available, within one (1) day of the request, to the Chapter President and her/his designee. The criteria used to determine applicants selected for an interview will also be provided.

12.4.5 Applicants who are selected pursuant to Section (12.4.1) shall be interviewed by a panel of District employees referred to as the Interview Panel **except in those incidences when only one internal candidate has applied. In this situation, the candidate may be selected without an interview.**

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

12.4.7 – Unit members shall be given a reasonable amount of release time to participate in the interview process.

12.5 Reference Checks

All references checks shall be conducted by an Administrator, Manager and/or confidential employee of the Personnel Department using the reference check form (See Appendix C).

Section 12.6 Notification

12.6.1 - The Chapter President and/or her/his designee shall receive a list of all bargaining unit members who have submitted applications prior to the scheduling of interviews.

12.6.2 - Unit members not selected for an interview shall be notified in writing prior to interviews being scheduled for the vacancy in which they applied.

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

12.6.4 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 12.7 Unit Member-Initiated Transfers

12.7.1 Any unit member desiring transfer shall **submit** ~~send a~~ request for transfer on the classified transfer form **on the current District electronic system** ~~to the Assistant Superintendent, Personnel Services~~. The request shall include a statement of the unit member's current assignment, current hours, assignment preferences and experience including training. (See Appendix D). All such transfer requests ~~received by the Assistant Superintendent~~ shall be maintained for the duration of the current fiscal year, which shall end at the close of business on June 30th. ~~Effective July 1, 2016 through June 30, 2017, unit members may choose to use the classified transfer form or apply to the transfer pool posting on the current District electronic system.~~ Effective July 1, 2017 through June 30, 2018, unit members may only request a transfer by applying to ~~and/or~~ the transfer pool posting using the current District electronic system. The District shall conduct monthly trainings at varying times for classified employees on how to utilize the current District electronic application system. It is the intent of the parties to move away from the transfer pool postings to specific job postings, however the parties will meet during the 2018-19 reopener negotiations to assess the elimination of the posting pool process.

12.7.1.a - All unit members who submit transfer requests shall be considered for the vacancy and may be interviewed.

12.7.1.b - The following criteria shall be used in consideration of transfer requests:

1. The qualifications including the experience and recent training of the unit member compared to those of other candidates.
2. If all the above qualifications are equal, seniority shall be the determining factor.

12.7.1.c - Any interviews conducted for unit-member initiated transfers shall include a CSEA interview panel member.

12.7.1.d - The unit member requesting transfer shall be notified within ten (10) days of the decision.

12.7.1.e - The unit member selected shall be given written notification specifying the location, rate of pay, hours, starting date, immediate supervisor, and work calendar of the position.

12.7.1.f - CSEA shall be provided a copy of all transfer requests no later than the fifth (5th) of every month.

12.7.1.g - 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. **In an effort to assist unit member transfer opportunities, the specific reason(s) for being denied a transfer shall be provided to the unit member upon written request within five (5) days of being notified of a transfer denial.**

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

12.7.1.i - All employees who submit a valid transfer request may be interviewed per section 12.1.1.

Section 12.7.2 Voluntary Demotion

Unit members with permanent status may request a demotion to a position in their same class or in another classification within the same series with a lower maximum salary. The unit member shall be placed at the same step in the new salary range, with no change in the anniversary date (step increase date). Voluntary demotions shall be considered after transfer applicants.

12.7.2a Unit members who request a voluntary demotion in the same series classification will be considered before promotional applicants for that vacancy and may be interviewed. All voluntary demotions that are not within the same classification will be considered with promotional applicants and may be interviewed.

Section 12.8 District-Initiated Transfer

When District transfer of a specific unit member is pending, notice of transfer will be made in writing to the unit member not less than five (5) days prior to the effective date of transfer unless

an emergency exists. Following the written notification which specifies the reasons for the transfer, a conference concerning the reasons for the transfer will be held if requested by the unit member. Transfers may be affected across class series provided that the unit member has the necessary qualifications for the position, and the salary range for the position is the same as that for which the unit member is serving. When the District initiates a transfer of employees that results in a split assignment between two or more sites, the employee with the least seniority within the job classification among the affected sites will be subject to transfer.

Section 12.9 Medical Transfers

The District may give alternate work, when the same is available, to a unit member who has become medically unable to satisfactorily perform his/her regular job class duties until the unit member is able to resume normal duties.

Section 12.10 Promotions

12.10.1 - Applicants who are unit members and possess the necessary qualifications shall be given first consideration for any vacant classified position which can be considered a promotion by submitting written application to the Personnel Office within the time period specified on the vacancy announcement.

12.10.2 - Applicants who are current unit members serving in the same class (job title) will be provided the opportunity to interview for such openings.

12.10.3 All permanent bargaining unit members applying for promotional opportunities selected for an interview shall be interviewed at least five (5) days before non-bargaining unit employees and substitute employees are interviewed for the promotional opportunity.

12.10.4 - Unit members who are serving in a probationary period with the District will not be considered for promotional opportunities as described within this article. This provision shall not apply to members laid off from the District or facing position elimination as authorized by the District's Governing Board.

12.10.5 Promotional Order

Any unit member, who files for the vacancy during the posting period and meets the qualifications, as determined by the District, shall be promoted into the vacant position. If two (2) or more bargaining unit members who file have equal qualifications, the bargaining unit member with the greatest bargaining unit seniority shall be the one promoted.

12.10.6 Salary Placement

A promoted unit member shall be placed on the salary schedule in a range which will result in at least a one (1) step increase above his/her present position. The exception to this would occur when a unit member is on step five (5) of the current salary schedule and the promotion is to the next range. In this instance, the unit member shall be placed on step five (5) in the new range.

12.10.7 Return to Former Class

If the unit member is unsuccessful during the promotional probationary period in the higher class to which promoted, the unit member shall be returned to the former classification.

12.11 Mutual Exchange of Position

A unit member with permanent status may initiate an exchange of assignment for one school year providing there is agreement with the involved site, personnel administrators and the exchange unit members. Unit members may request an exchange provided both unit members have the same classification, same work calendar and the same number of hours per day. After a six month trial period all parties will meet and assess if the exchange of assignment shall become permanent.

Section 12.12 Career Ladder

The following job classes are considered a Job Family or Career Ladder:

Grounds Keeper I/II

Accounting Technician I/II

Benefit Technician I/II

Advancement on the Career Ladder from Level I to Level II shall take place upon the satisfactory completion of the following criteria:

- a. Unit member has been employed in a level I position for eighteen (18) consecutive months not including absences or breaks in service which exceed one (1) month.
- b. Unit member receives an average rating of three (3) on his/her performance evaluation.

The process for advancement on the career ladder will be as follows:

12.12.1 - After eighteen (18) months employment in a level I position, the District will send notification to the immediate supervisor and unit member stating that the unit member is eligible for consideration of advancement on the career ladder.

12.12.2 - The immediate supervisor will within ten (10) days conduct a written evaluation, meet with the unit member and forward the evaluation to the personnel office.

12.12.3 - The personnel office will, within ten (10) days, consider the proposed career ladder advancement and recommend approval or denial based on the established criteria described herein.

12.12.4 - If approved by the Board of Education, the career ladder advancement will become effective in ten (10) days. The immediate supervisor, unit member, and CSEA shall be notified of the action within ten (10) days. The unit member's salary will reflect the new position range in the career ladder, but will retain the same step. The anniversary date will be consistent with the effective date of the career ladder advancement.

12.12.5 - Any unit member who receives career ladder advancement will be subject to the provisions of Article XIII, Section 6.

12.12.6 - In the event a unit member is denied career ladder advancement or is unsuccessful during the first three (3) months of advancement, the unit member may submit another request in no less than six (6) months.

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, repost position, and/or begin new recruitment until that grievance has been resolved.

ARTICLE XIII: LEAVES

Section 13.1 Notification of Absence

13.1.1 - The unit member is responsible for notifying the District of any absence no later than one (1) hour prior to the assigned reporting time of the day of each absence by calling his/her immediate supervisor or by calling the telephone number assigned to the District's recording device. The one (1) hour notification requirement may be waived in the event of a bona fide emergency.

13.1.2 - The unit member will inform the immediate supervisor of his/her intended return at least one (1) hour prior to the end of the unit member's regular work day on the service day prior to return.

13.1.3 - Unit members who are or will be on leave shall not be required to secure their own "substitute."

Section 13.2 Personal Illness Leave

13.2.1 - Unit members employed eight (8) hours per day, five (5) days per week shall be entitled to eight (8) hours, one (1) day, of personal illness leave for each month in which the unit member is in a paid status.

13.2.2 - Unit members employed less than eight (8) hours per day, five (5) days per week shall be entitled to the proportionate amount of leave as the number of hours worked per day and days per week relates to eight (8) hours per day and five (5) days per week.

13.2.3 - Unused personal illness leave earned under subsection 13.2.1 and 13.2.2 may be accumulated from year to year.

13.2.4 - Upon receipt of verification from the previous district, a unit member may transfer accumulated personal illness leave from another California public school district provided that the unit member was employed by that district for more than one (1) year and accepted employment in the Placentia-Yorba Linda Unified School District within one (1) year of separation from the previous district.

13.2.5 - The District may require a medical statement for any absence due to personal illness or injury that exceeds three (3) days. The District may require satisfactory proof of the nature of the illness and a medical statement if it believes a unit member is abusing the use of sick leave.

13.2.6 - The District shall provide each unit member a written statement of the amount of sick leave accrued (in units of hours) no later than October 30 of each year.

13.2.7 - New unit members shall not be eligible for more than twelve (12) days or proportionate amount described in subsection 13.2.2 until the first day of the calendar month after completion of the initial six (6) months of active service with the District.

13.2.8 - A unit member may use up to fifty percent (50%) of their annual accrual of sick days during a school year to care for an ill child, parent, or spouse. This may be used for any illness and is separate from Family Medical Leave or Personal Necessity.

Section 13.3 Entitlement to Other Sick Leave

Each unit member with permanent status shall be credited with 100 days of paid personal illness leave per fiscal year, in addition to the sick leave entitled to under subsections 13.2.1 and 13.2.2.

13.3.1 - Each day of sick leave provided by this Section shall be compensated for at the rate of fifty percent (50%) of the unit member's regular salary. Compensation shall commence on the first service day following exhaustion of accrued sick leave.

Section 13.4 Personal Necessity Leave

13.4.1 - A maximum of eight (8) days of absence for illness or injury leave earned pursuant to the sick leave provisions of this Agreement may be used by the unit member in cases of personal necessity, including any of the following:

- a. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided in the other provisions of this Agreement.
- b. Injury or accident involving his/her person or property of a member of his/her immediate family.
- c. Imminent danger to the property of the unit member, occasioned by a factor such as flood, fire, or natural disaster.
- d. Appearance in any court or before any administrative tribunal as a litigant or party.
- e. All Four (4) of the eight (8) days of personal necessity leave may be used for reasons of compelling personal importance.

13.4.2 - Personal necessity leave will not be granted for purposes of:

- a. Employee organization business or activity.
- b. Work stoppage, work slow down, or strike.
- c. Activities which could normally be attended to outside the service day.
- d. Recreational activities.

13.4.3 - If possible, the unit member shall give advance notification for personal necessity leave to the site manager.

13.4.4 - In the case of 13.4.1a and 13.4.1b, 13.4.1c and 13.4.1d, the site manager may ask the unit member to clarify the reason for personal necessity leave.

Section 13.5 Bereavement leave

13.5.1 - Unit members shall be granted leave not to exceed three (3) days, or five (5) days if one-way travel is in excess of 300 miles or out-of-state travel is required, on account of the death of any member of the unit member's immediate family. The Superintendent or designee may extend the three (3) day leave by one (1) or two (2) days if circumstances warrant.

13.5.2 - No deduction shall be made from the salary of the unit member nor shall such leave be deducted from leave granted by other sections of this Agreement, or as provided for by the Board of Education.

Section 13.6 Maternity/Adoption Leave Parental Leave

13.6.1 - The unit member shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, adoption, childbirth, and recovery here from.

13.6.2 - The District will provide for unpaid leave of absence from duty for the unit member who is required to be absent from duties because of pregnancy, miscarriage, adoption, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties in a comparable position, shall be determined by the unit member and the unit member's physician in conjunction with the District.

13.6.3 - In the event of stillbirth or miscarriage, the unit member desiring to terminate leave shall be reinstated to her comparable position on the date authorized by the attending physician or other licensed health advisor in conjunction with the District.

13.6.4 - **Up to three (3) days of paid leave of absence will be granted the unit member for fatherhood or adoption of a minor. Such leave shall be deducted from accrued sick leave.**

Section 13.7 Unpaid Leave for Child Care

13.7.1 - The District may grant a leave of absence without pay or compensation to any unit member for the purpose of child care.

13.7.2 - The unit member shall request such leave 30 days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the date the unit member wishes to begin and end the leave without pay. The District shall respond in writing.

13.7.3 - If the unit member chooses to combine leave for pregnancy together with leave for subsequent child care, the unit member must make a request for both leaves at the same time, except in cases of unforeseen emergency.

13.7.4 - Leave for child care may be available for the adoption of a child, the period of time to commence with the physical custody of the child.

13.7.5 - The unit member, upon the death of his/her spouse, may be entitled to a leave of absence for the purpose of providing child care according to the above stated provisions.

13.7.6 - The unit member who is on leave for child care shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 13.8 Court Appearances/Jury Duty

13.8.1 - The unit member shall be granted leave from normal duty hours equal to the time spent in court to appear as a witness (other than as a litigant), to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The unit member will be paid their regular salary.

13.8.2 - Unit members on swing or graveyard shift who are required to serve on jury duty shall not be required to report to their shift on that particular day after first notifying their immediate supervisor.

13.8.3 - Unit members shall present verification of time spent in accordance with the circumstances set forth in subsections 13.8.1 and 13.8.2 to the immediate supervisor upon returning to work. The verification shall be from an official of the court and will be attached to the unit member's time exception report.

Section 13.9 Industrial Accident and Illness Leave

13.9.1 - Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) days paid leave in any one fiscal year. This leave will commence on the first date of absence. Industrial accident leave shall not be accumulated from year to year.

13.9.2 - Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

13.9.3 - Unit members shall be required to have served the District in a paid status continuously for a period of one (1) year, at the time of the claim, to be eligible for industrial injury and illness leave.

13.9.4 - Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this

state at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of any accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.

13.9.5 - Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated in a position in the same class without loss of status or benefits.

13.9.6 - To insure that adequate medical attention is received and to insure that proper application is made to the District's Self-Insurance Administrator, the unit member who sustains an injury or illness shall report the incident to the immediate supervisor within twenty-four (24) hours or as soon as is feasible.

13.9.7 - Treatment according to the severity of injury shall be provided by the District-designated physician and/or hospital unless a written request is on file to use the unit member's personal physician. If, for geographic or personal inconvenience, the designated medical facilities or physicians are not utilized, the unit member shall notify the Personnel Office as soon as is feasible and make certain that the chosen treating physician or facility reports to the District's Self-Insurance Administrator after treating the patient. It is understood that no claim shall be paid until a proper claim and report are made by the attending physician.

13.9.8 - The unit member shall provide the Assistant Superintendent, Personnel Services with a statement from the attending physician confirming the industrial illness or injury, the prognosis, and an estimate of the anticipated term of absence.

13.9.9 - The unit member shall secure a medical release and give it to the immediate supervisor before being permitted to return to work.

13.9.10 - The District may require that a unit member secure release from a District-designated medical authority before being permitted to return to work.

Section 13.10 Fatherhood Leave

~~Up to three (3) days of paid leave of absence will be granted the unit member for fatherhood or adoption of a minor. Such leave shall be deducted from accrued sick leave.~~

Section 13.11 10 Military Leave

13.11 10.1 - Unit members shall be entitled to any military leave provided by law and shall return with all rights and privileges granted by law arising out of the exercise of military leave.

13.11 10.2 - Unit members shall be required to request military leaves in writing and, upon request, to supply the District with orders and status reports.

Section 13.12 11 General Leaves

13.12 11.1 - The unit member may be granted a paid or unpaid leave of absence at the discretion of the District. The unit member shall request such leave in writing and include the date the unit member wishes to begin and end the leave. The District shall respond to any such leave request and, if granted, include the dates the unit member will begin and end the leave. Such leave may be up to one year in length but may be renewed. While on an unpaid leave, the unit member shall maintain, but not add to, any other leave credit, vacation time, seniority, or other benefits.

13.12 11.2 - A unit member on such leave shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 13.13-12 Other Leaves

The District and Association acknowledge the rights of a unit member under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

13.14 13 Catastrophic Illness Leave

A unit member, who suffers a catastrophic illness/injury, may be eligible for catastrophic leave pursuant to the terms and conditions set forth below.

13.14 13.1 - Catastrophic Illness/Injury Leave Bank

The ~~Placentia-Yorba Linda Unified School~~ District shall ~~establish and maintain a~~ the Catastrophic Illness/Injury Leave Bank. Such bank shall consist of voluntary donations of earned and unused sick leave hours and/or earned and unused vacation hours by unit members. Each donation shall be irrevocable and shall be made by the unit member filing the appropriate district-provided form. A donation to the Catastrophic Leave Bank shall be a general donation, and cannot be donated to a specific unit member for his/her exclusive use. The intent of this section is to provide a benefit to unit members who suffer a catastrophic illness/injury. It is not the intent of this section to penalize unit members who donate to the Catastrophic Leave Bank by reducing earned additional vacation for good attendance.

13.14 13.2 - Eligibility

The use of Catastrophic Leave shall only be available to unit members, who have made a donation of the equivalent of at least one day to the Bank prior to the end of the previous school

year, and whose request for the use of such leave has been approved by the Catastrophic Leave Bank Committee.

13.-14 13.3 - Request for Catastrophic Leave

Unit members who suffer a catastrophic illness/injury as certified by a physician, which has resulted in the unit member using all other available paid leaves, including regular and extended illness and injury leave, vacation, compensatory time off, and industrial accident and illness leave, if applicable, may request use of the Catastrophic Leave Bank subject to the terms and conditions outlined in this section.

13.-14 13.4 - Donations

Donation solicitations by CSEA Chapter 293 to the Catastrophic Leave Bank shall be presented to the unit members annually during the months of May and June, unless the Bank holds five hundred (500) hours or less, in which case the parties may mutually agree to another donation period. All donation forms must be received in the payroll office by close of business on June 30th.

13.-14 13.5 - Catastrophic Leave Bank Committee

The Catastrophic Leave Bank Committee shall be comprised of the President of CSEA Chapter 293 or designee, two eligible unit members, and two representatives of the District. Any unit member wishing to use Catastrophic Leave shall present the request on the appropriate district-provided form therefore to the Personnel Department and the CSEA Chapter 293 Executive Board. The request shall be referred to the Catastrophic Leave Bank Committee for consideration. Approval of the request shall require a majority vote of the Committee. The process and decision of the Committee shall not be subject to appeal or the grievance procedure.

13.-14 13.6 - Maximum Number of Hours Available

The maximum number of hours per one request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the unit member may reapply.

13.-14 13.7 - Limits on Number of Days Donated

A unit member may not donate more than fifty percent (50%) in excess of ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during winter and spring recess periods.

13.-14.7.1 Upon separation from the District any unit member may donate all available sick leave to the Catastrophic Leave Fund.

13.-14 13.8 - Pay and Status of Unit Members

A unit member using days from the Catastrophic Leave Bank shall be compensated for each day at 50% of the rate he/she would have received had he/she worked on that day. Unit members granted Catastrophic Leave and using same shall be considered in regular paid status.

13.-14 13.9 - Unused Days

Any days/hours approved by the Committee and not used shall be returned to the Catastrophic Illness/Injury Leave Bank.

~~Section 13.15 - Unit members who are or will be on leave shall not be required to secure their own "substitute."~~

Section 13.16 14 Educational Leave

Unit members shall be granted one (1) unpaid Educational Leave in order to pursue education or training subject to the following conditions:

13. 16 14.1 - The Unit member shall provide documentation from the educational institution showing enrollment.

13.-16 14.2 - Leave request shall be submitted in writing to the Personnel Department 30 days prior to the commencement of leave.

13.-16 14.3 - Leave shall be granted for a continuous period of between thirty (30) days and nine (9) months. This section shall not prevent the District from granting an educational leave which is less than thirty (30) days or more than nine (9) months.

13.-16 14.4 - Unit Members may apply for one additional educational leave two (2) years after taking initial educational leave. Additional educational leave may be granted at the District's discretion.

13.-16 14.5 - Unit Members requesting any changes to approved leave shall be provided to the District in writing prior to the leave.

13.-16 14.6 - The Unit Member must have a minimum of one (1) year of service in the District.

13.-16 14.7 - Upon return from leave, the unit member shall be placed in a vacant position in the same classification with the same number of hours and number of working days.

13.-16 14.8 - While on unpaid leave, the unit member shall maintain, but not add to, any other leave credit, vacation time, seniority or other benefits.

13.-16 14.9 - The Unit Member shall receive written confirmation of the approved leave within 10 days of the submission of the request.

ARTICLE XVII: HOURS OF EMPLOYMENT

Section 17.1 Workweek

The workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This section shall not bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for its part-time unit members.

Section 17.2 Workday

The District shall designate for each unit member the length of the workday, the specific days of the week, number of paid days per year, and the months per year for each position or assignment in the bargaining unit.

Section 17.2.1 Workday: Increase in Assignment

In the Classifications of Child Care Teacher I, Food Service Worker and Special Education Aide I, II, or III a permanent increase in a daily shift not exceeding 3.95 total hours may be proposed to CSEA in order to negotiate changes prior to an offer being made to a permanent unit member. Such an increase in hours will be considered an increase to their base assignment, and their permanent hours shall be changed with no effect on their position seniority date.

Section 17.3 Overtime

The District may extend the workweek or workday on an overtime basis. Overtime for a unit member whose average workday is four (4) hours or more is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, or the sixth or seventh day following the commencement of the workweek. Overtime for a unit member whose average workday is less than four (4) hours per day is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, or the seventh day following the commencement of the workweek.

Section 17.4 Overtime Compensation

17.4.1 - The unit member shall be compensated at one and one-half times the unit member's regular rate of pay or given compensating time off equal to one and one-half times the hours of overtime worked.

17.4.2 - Compensating time off shall be taken within twelve (12) calendar months following the date which the overtime was worked.

17.4.3 - Compensatory time shall be recorded by the unit member and initialed by the supervisor as accumulated or taken on the appropriate payroll time report form.

17.4.4 - The unit member may request either overtime pay or compensating time off.

17.4.5 - Compensating time off shall be requested at least two (2) days in advance and shall be granted unless it is disruptive to the operation of the department.

Section 17.5 Rest Periods

17.5.1 - The unit member will be provided one (1) rest period of fifteen (15) minutes duration for each full four (4) continuous hours of work per day. The unit member and site supervisor will mutually agree on when the rest period shall occur.

17.5.2 - The rest period shall not be used to lengthen the lunch period or shorten the workday.

Section 17.6 Meal Period

17.6.1 - The unit member whose workday exceeds five (5) hours will be provided a duty-free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes. Meal periods in excess of sixty (60) minutes may be scheduled with mutual written consent between the unit member and the immediate supervisor. The duty-free meal period is not a part of the regular workday.

17.6.2 - All work assignments of more than five (5) consecutive overtime hours shall include an unpaid meal period of thirty (30) minutes unless waived by mutual consent of the unit member and the immediate supervisor.

17.6.3 - A unit member required to work during his/her meal period shall receive overtime compensation for the meal period.

Section 17.7 Flexitime

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 a variance in his/her work shift must submit his/her request in writing on the flexitime 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 flexitime request in writing in no more than 10 days of initial request. If the flexitime 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.

Section 17.8 Call Back Time

A unit member called back to work after completion of the unit member's regular assignment shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

Section 17.8.1 On-Call Time

Unit members asked to monitor a district issued communication device outside of their normally scheduled working hours shall be compensated for this work as On-Call Time. On-Call time shall be compensated at a minimum of two (2) hours of overtime pay at the appropriate rate of pay per day. In the event a unit member is called back to work during the on-call time period, they will be compensated at minimum an additional one (1) hour of overtime pay. For each additional time a unit member is called out, they will be compensated as stated in section 17.9.

Section 17.9 Call-In Time

A unit member called in to work on any day other than the unit member's regularly scheduled workday shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

Section 17.10 Service Days

Teacher/parent conference day, in-service days, or other such specifically designated service days that occur within the regular work year of unit members are considered regular workdays for those unit members.

Section 17.11 Standby Time

Unit members who are required to stand by (time not worked) for subsequent duty without being released shall be entitled to the appropriate rate of pay during the standby time.

Section 17.12 Additional Assignment

17.12.1 - When work normally and customarily performed by unit members is required to be performed at times other than during the regular September - June student school year, the work shall be assigned to unit members in the appropriate classification(s) as provided in this section.

17.12.2 - A unit member who accepts a summer school assignment or work in excess of the stated months in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

17.12.3 – Assignments made beyond the regular school year, except as identified in the Maintenance and Facilities Department in 17.12.6 below, will be made with consideration given to student needs, unit member availability, training and skills. If two applicants have equal standing using the above criteria, seniority will be the determining factor.

17.12.4 – Unit members temporarily working in a lower class shall be compensated at step five (5) of the lower classification range. In no case will the compensation be greater than the unit member's regular rate of pay.

17.12.5 – Upon the District's determination of the need for work to be performed beyond the regular school year (except additional work in the Transportation Department or Maintenance Department which is assigned as per Section 17.13 and 17.12.6), such opportunities shall be posted prior to May 30th of each year as described below. The Chapter President and/or he/his designee may request to review summer assignments.

- a. Interest forms for the opportunity to apply for additional assignments shall be provided to all unit members with consideration being given to unit members working in the applicable classifications first and consideration given to unit members working outside the applicable classification second. If additional assignments are available after being offered to members in the applicable classification, then such opportunities shall be posted at each work site and emailed to all members.
- b. Interest forms will be posted on the District website, at the school/department work site, and provided to each unit member via district email and individual mailbox.
- c. Interest forms will be submitted to the Personnel Office by the deadline indicated on the form. Upon verification of seniority, the interest forms will be released to department managers to begin the selection process.
- d. All selections and notifications to employees will be completed with ten (10) days of the deadline indicated on the interest form.

17.12.6 – The assignment of additional work in the Maintenance and Facilities Department shall be made among unit members submitting interest forms utilizing the following factors in the following order: availability, seniority, and any documented attendance abuse as defined in the parties Memorandum of Understanding dated January 19, 2006. If the District has concern with an applicant's work performance as documented by their immediate supervisor, they shall

contact the CSEA Chapter President to discuss the applicant and assignment prior to making the assignments. Such opportunities shall be posted prior to May 30th of each year.

17.12.7 – It is recognized that Saturday School sessions increase the workload on custodial staff, including safety and sanitary requirements. The District shall provide adequate hours to custodial staff to perform the required additional work. The intent of this section is to alleviate additional workload on custodial staff, maintain legally required safety and sanitary conditions for students, and ensure that unit members are assigned to perform unit work.

17.12.8 – Unit members working less than twelve (12) months shall be allowed to work available additional assignments they are eligible for during Winter Break and/or Spring Break and will not be required to use their vacation time identified in Article XXI, Section 21.3.1.

Section 17.13 Driving Assignments

17.13.1 - Routes will be established by the District. Routes will be bid on by seniority. Drivers with the highest bargaining unit seniority shall have first choice of routes. Only a driver meeting the qualifications required to drive the size and type of vehicle required for a specific route can bid on said route. It is understood and agreed that the District may make changes in the above assignments as necessary. The Association shall be notified of the change(s) prior to the effective date.

17.13.2 - All bus drivers shall be provided with an average of six (6) hours of work each day (a monthly average) during the regular school year.

17.13.3 - Initial route assignments will be posted for bidding at least three (3) days prior to the bid. Written notice of the actual date, time and location of bidding shall be sent to drivers no less than ten (10) days prior to the actual posting of established routes.

17.13.4 - Trip assignments that occur on regular school days (Monday through Friday) shall first be used to provide drivers with the six (6) hour guarantee on a monthly average. Trips not needed to provide the guarantee shall be offered to available drivers on a seniority basis with consideration given to the convenience of the District, overtime hours, and, in the opinion of the District, the capability of the driver to perform the specific requirements of the assignment. Any driver who accepts a trip assignment above the six (6) hour guarantee and then returns the trip to be redispached shall lose his/her next assigned trip. The single exception to this shall be if the

trip is returned as a result of an approved absence per Article XIV LEAVES. For the purposes of this section, the personal necessity days outlined in section 13.4.1d shall not apply.

17.13.5 - Trip assignments that occur on Saturday, Sunday or Holidays shall be offered to the driver with the highest seniority with consideration given to the ability of the driver and the required bus. There will be a limit of one (1) trip per driver per day. In the event there are more assignments than drivers on a given day, the remaining assignments will be distributed on the basis of seniority.

17.13.6 - The driver shall be responsible for maintaining the security of the vehicle and remain available to the group for the duration of the standby time except during meal periods and rest time. During these times, the driver is responsible for properly securing the vehicle.

17.13.7 - If an assignment requires an overnight stay, the driver shall be paid for actual driving time plus standby time on the first day and for actual driving time plus standby time or eight (8) hours, whichever is greater, for subsequent days of that assignment. Lodging and meals shall be provided for the driver.

17.13.8 - Sign-On/Bus Check Out - Drivers who have not previously checked out the vehicle assigned to them, shall sign on thirty (30) minutes prior to leaving the yard for the purpose of bus check out. Subsequent runs with the same assigned vehicle shall sign on fifteen (15) minutes prior to destination time.

17.13.9 - Lay-Over/Return Trips - Drivers required to stand by for a run which is to begin within forty-five (45) minutes may, at the driver's election, remain in paid status. If the driver elects to stay in paid status, lay-over time shall be used for paper work, bus cleaning or additional assignments.

17.13.10 - Sign-Off Time

A.M.: Fifteen (15) minutes after dropping last students at school. P.M.: Fifteen (15) minutes after returning to yard. Time to be used for paperwork, sweeping bus and bus lock-up.

17.13.11 - The District shall provide the opportunity for the yearly bus driver certificate renewal. Drivers participating in the District renewal program shall be paid at the appropriate rate of pay for all time charged toward renewal of their certificate. Drivers wishing to upgrade their certificate to include another bus classification shall be provided with a maximum of 20 hours of training and shall be compensated at their regular rate of pay. The training will take place during the regular work day.

Section 17.14 Overtime in Maintenance

Overtime opportunities in the Maintenance and Facilities Department shall be distributed among unit members utilizing the following factors in the following order; required skills and seniority within the Department.

To determine which unit members possess the "required skills" listed in 17.14 above, prior to offering overtime, the supervisor shall first identify the specific tasks of the assignment. The supervisor will then determine which classifications will perform the overtime by reviewing the job descriptions. All permanent employees serving in the identified classifications shall be determined to have the "required skills."

Upon the supervisor's determination of the classifications that will perform the overtime, the supervisor shall post a notice of the overtime for a minimum of forty-eight (48) hours unless there is an emergency. Such notice shall include the following: (1) the specific overtime task; (2) the name of the classifications to perform the work; (3) the estimated duration of the assignment, including the number of days and the number of hours of overtime work; (4) the number of employees needed to perform the overtime; (5) and the dates of the assignment. Upon request, copies of such notices shall be made available to the Chapter President.

To further effectuate the assignment of overtime in maintenance, the parties agree that the employee who has identified his/her interest on such posted overtime notices with the highest seniority in the department shall receive overtime work. In the event that this employee is unable to complete the assignment, then the task will be offered to the employee on the list with the next highest seniority in the department.

In the situation where the supervisor determines that the work required demands such high skills, that only certain employees within specified classifications would be able to do the work notice will immediately be given to the Chapter President. This notice will give the Chapter an explanation as to why the order of choosing employees, using the factors defined in Section 17.14, were not followed and will identify the specific concern avoided by the supervisor's selection. The Chapter will then have the opportunity to discuss the assignment of these overtime hours with the supervisor.

Section 17.15 Work Calendars

The parties shall meet and begin to negotiate to establish the start and end date for all unit member classifications no later than April 1st. Final approval of the employee work calendar will

occur within 30 days of the approval of the student calendar. Once established, work calendars will be posted on the District website and a written notice will be sent to each employee working in the affected positions within ten (10) days.

Any alterations to unit member's work calendar that fell after the end of the normal school year must be negotiated and finalized prior to any implementation of the revised work schedule or announcement to the unit.

Section 17.16 Short-Term and Substitute Hours

Bargaining unit members who are interested in performing short-term and/or substitute hours shall submit the Short-term and Substitute Hours Form to the Personnel Office (See Appendix F). Members who submit the interest form may be offered substitute and/or short term work, after such work has been offered to members on the re-employment list as per Section 14.3.5.

Section 17.17 Employee's Monthly Category

The following shall be the identification of an employee's monthly category as determined by their individual total number of paid work days:

Total Number of Paid Work Days	Monthly Category
0 - 210	9.5 Month Employee
211 - 215	9.75 Month Employee
216 - 226	10 Month Employee
227 - 231	10.5 Month Employee
232 - 237	10.75 Month Employee
238 - 248	11 Month Employee
249 - 259	11.5 Month Employee
260 - 261	12 Month Employee

Article XVIII Wages

Section 18.16 Wages

Effective July 1, ~~2016-2017~~, unit members will receive a ~~0%~~ 1% increase ~~over~~ the ~~2015-16~~ 2016-2017 Salary Schedule. ~~The parties agree to re-open the 2016-2017 Article XVIII Wages in November 2016.~~

Effective July 1, 2018, unit members will receive a .35% increase over the 2017-2018 Salary Schedule in order to provide ongoing training to improve services for unduplicated students.

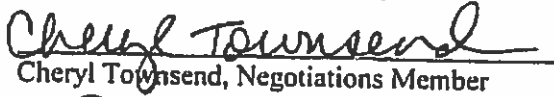
This agreement is subject to ratification by the CSEA and its Placentia Yorba Linda Chapter 293 membership, CSEA Policy 610 requirements, and approval by the Placentia Yorba Linda Unified School District's Board of Trustees.

A Tentative Agreement was reached by all parties on February 7, 2018.

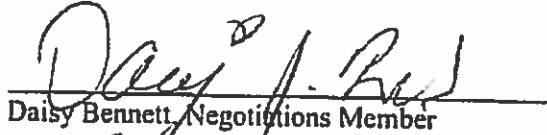
CSEA


Job Sharez, Chapter President


Allison Holt, Negotiations Member


Cheryl Townsend, Negotiations Member


Chris Lawyer, Negotiations Member


Daisy Bennett, Negotiations Member


Cecilia Lopez, Labor Relations Representative

DISTRICT


Kevin Lee, Assistant Superintendent, Human Resources


Nancy Blade, Director, Human Resources


Rick Lopez, Director, Human Resources


Richard Jimenez, Negotiations Member


Keith Carmona, Negotiations Member