

Tentative Agreement  
Between  
The California School Employees Association (CSEA)  
And its  
Placentia-Yorba Linda Chapter 293  
And  
The Placentia-Yorba Linda Unified School District (District)  
For  
2018-2019 Reopener Negotiations

January 28, 2019

Pursuant to negotiations between the California School Employees Association and its Placentia-Yorba Linda Chapter 293 (CSEA) and the Placentia-Yorba Linda Unified School District (District), the following 2018-2019 reopener agreement concludes negotiations for 2018-2019. The parties have agreed to amend the following articles of the collective bargaining agreement to read as follows:

ARTICLE XIII: LEAVES

13.2.5 - The District may require a medical statement for any absence due to personal illness or injury ~~that exceeds~~ **after** three (3) **consecutive** 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.~~ **Employees may access their sick leave accruals through the current District utilized electronic system.**

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. **The District may require a medical statement in order to utilize this leave after three (3) consecutive days or if a unit member has met provisions of the memorandum of understanding between the parties located in Appendix F.**

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. **Unit members required to attend training outside of their regular working hours shall be paid their regular rate of pay.**

#### **Section 15.1a-Classification Specific In-Service Training**

**The District shall provide one (1) annual in-service training for all unit members, in accordance with the provisions of Educational Code Section 45391, which shall be related to unit members' specific job duties and responsibilities and/or District initiatives.**

#### **Section 15.1b-Workplace Safety In-Service Training**

**The District shall provide one (1) annual in-service training for all unit members related to safety at their site.**

#### **Section 15.2a Conference/Training Request Process**

The unit member or the District may initiate a request for **to attend a conference or** training per established guidelines. ~~Guidelines shall be established as mutually agreed by both parties on or before December 15, 2015.~~ **Guidelines and Conference Meeting/Travel Request form shall be found in Appendix J of the contract, the Human Resources Department, and on the District website.**

#### **15.5 Other Training**

District designated training ~~related to the unit members job~~ **will be paid for by the District and** will be provided to unit members while the employee is in paid status.

### **ARTICLE XVIII: WAGES**

#### **Section 18.9 Payroll Errors**

Any ~~payroll~~ **District** error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, not later than five (5) days after the unit member provides notice to the payroll department. **The District Payroll Supervisor shall send written communication to any unit member affected by an overpayment error and enter into a repayment agreement with the unit member prior to adjusting their payroll.**

#### **Section 18.16 Wages**

Effective July 1, ~~2017~~ **2018**, unit members will receive a ~~1%~~ **two and a half percent (2.5%)** on-schedule increase over the ~~2016-2017~~ **2017-2018** Salary Schedule. ~~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.~~

The intent of the parties is to provide compensation equity between employee groups. Should an inequity occur, the District shall confer with CSEA to determine distribution of the difference to unit members.

The parties agree that the District's Board of Education shall not authorize any layoffs of classified employees for the ~~2016-2017~~ **2018-2019** fiscal years unless precipitated by an actual reduction in Federal and/or other funding sources that are severe in nature and have the potential to trigger a qualified or negative budget certification 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 XIX: RECLASSIFICATION/SALARY ADJUSTMENTS

### Section 19.1 Classification or Series Reclassifications

No later than October 31 of each year, the District and Association may each select one (1) job classifications or series for review and study by the Reclassification Committee. ~~The Reclassification Committee shall consist of three (3) Chapter representatives and three (3) District representatives.~~ Any recommended changes in job classifications shall be communicated to incumbent employees working in the affected positions ~~and shall be subject to the negotiations process.~~

### Section 19.2 Individual ~~Job Evaluation~~ Reclassification Requests

19.2.1 – Individual requests for a classification study may be initiated by the unit member or by the supervisor of the department. Unit member requests must be submitted to the Human Resources ~~Office~~ **Department** with a copy to the Association. The supervisor or department head may request a classification study at any time. All requests shall be accompanied by a statement of the duties currently being performed by the unit member.

19.2.3 - The request for a classification study shall have the signature of the division head who shall then forward the request to the Human Resources ~~Office~~ **Department**. In the event the classification study results in a higher range assignment, the unit member shall maintain step status in the higher range, carrying the accrued time on the current step to the new range. ~~Reclassification of a position shall become effective on the date prescribed by the Board of Education but shall not have retroactive effect.~~

### Section 19.6 Reclassification Committee and Decisions

**The Reclassification Committee shall consist of three (3) Chapter representatives and three (3) District representatives. All proposals for reclassification shall be brought before the Reclassification Committee for review. It is understood that the Reclassification Committee shall have the final decision and make the final recommendation on all reclassifications which shall become effective with the approval of the Board of Education on a date prescribed by the Board but shall not have retroactive effect.**

## 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 2016/2017 plan year.

ARTICLE XXI: VACATIONS

21.3 Vacation Scheduling

21.3.1

Vacation schedules shall be subject to the approval of the immediate supervisor. Effort shall be made to enable vacations to be taken at times convenient to the unit members and least disruptive to the operations of the District. Unit members working less than twelve (12) months ~~are entitled to and shall take their~~ six (6) vacation days during Winter Break, and four (4) vacation days during Spring Break, and at other times On those years when Winter Break is seven (7) days, unit members shall use a vacation day if it is available. Any additional accrued days may be taken as approved by the immediate supervisor.

21.3.1a

Unit members referenced in Article 17.12.8 shall not be subject to Article 21.3.1.

21.9

~~The District shall provide the unit member two (2) written statements of accrued and used vacation hours. They first statement shall be provided no later than October 30 of each year and the second between April 15 and May 1 of each year.~~ Employees may access their vacation leave accruals through the current District utilized electronic system.

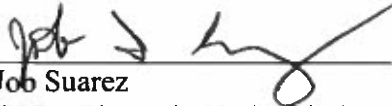
---

It is agreed and understood that any part of the current collective bargaining agreement not listed herein shall remain the same.

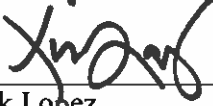
This agreement is subject to ratification by the CSEA and its Placentia-Yorba Linda Chapter 293 membership, CSEA Policy 610 requirements and approval by the Board of Education of the Placentia-Yorba Linda Unified School District.

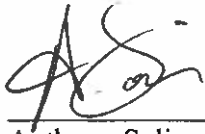
Signed on January 28, 2019

**For CSEA and Its Placentia-Yorba Linda Chapter 293:**

  
\_\_\_\_\_  
Job Suarez  
CSEA Placentia-Yorba Linda  
Chapter 293 President

**For the Placentia-Yorba Linda USD:**

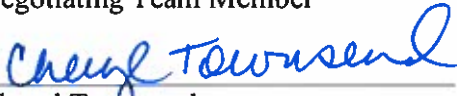
  
\_\_\_\_\_  
Rick Lopez  
Placentia-Yorba Linda USD  
Assistant Superintendent, Human Resources



Anthony Solis  
CSEA Labor Relations Representative



Chris Lawyer  
Negotiating Team Member



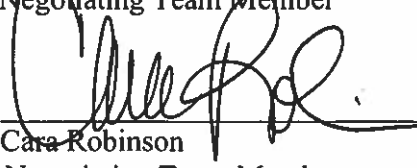
Cheryl Townsend  
Negotiating Team Member



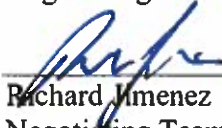
Carlos Chiang  
Negotiating Team Member



Nancy Blade  
Negotiating Team Member



Cara Robinson  
Negotiating Team Member



Richard Jimenez  
Negotiating Team Member