

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102



COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2012
THROUGH
JUNE 30, 2015

**Chino Valley Unified School District
Collective Bargaining Agreement
California School Employees Association
(and Its Chino Chapter 102)**

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**AGREEMENT BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHINO CHAPTER 102**

This is an agreement made and entered into this twenty-seventh day of June 2013 between CHINO VALLEY UNIFIED SCHOOL DISTRICT (hereinafter called "District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102 (hereinafter called "Association"). This Agreement is pursuant to the Educational Employment Relations Act (hereinafter called EERA) and provides the following:

ARTICLE 1: RECOGNITION

1.1 The District recognizes the Association as the exclusive representative of that unit of employees referred to in Appendix A which is attached and incorporated by reference. Such employees shall be referred to herein as "unit members."

1.2 The parties recognize that the duties and work described in this Agreement shall be performed only by bargaining unit members as set forth in Appendix A, unless there are no unit members who are qualified in performing the work. The District and the Association shall confer on the availability of qualified unit members to perform the work. When the parties cannot agree or, need further clarification, a third party, the Director of Human Resources, will mediate and provide a resolution within five (5) working days. The exceptions to the above are as follows:

- a) Any single work assignment that exceeds \$10,000 at a site.
- b) In an emergency situation as defined under Article 2.
- c) Any situation involving a life threatening injury which may result in death.
- d) All items being returned for repairs, or to be repaired in the field by the vendor, which fall under the vendor repair account.

1.3 A requisition comprised of work assignments for multiple sites that involve outside labor of more than \$10,000 will be given to the Association for review, by the Director of Maintenance and Operations, to ascertain whether bargaining unit employees can perform the work at the individual sites within required time constraints. The requisition shall be returned to the Director of Maintenance and Operations within four (4) days with the appropriate Association signature. When the parties cannot agree or need further clarification, a third party, the Director of Human Resources, will mediate and provide a resolution within four (4) working days.

1.4 Volunteers shall be utilized in accordance with the provisions outlined in Appendix D.

1.5 The District shall retain the right to create any new job titles/positions as it deems appropriate for its efficient operation. Prior to the adoption of an appropriate job description, the District shall inform the Association as to its intent and will confer with Association representatives regarding the matter. Should the new title/position be deemed appropriate for inclusion in the unit, the unit description shall be appropriately amended and the Public Employment Relations Board (PERB) shall be informed. Nothing in this section shall limit the Association's right to seek determination by PERB on any disputed new titles/positions not mutually agreed to by the Association and the District.

1 **ARTICLE 2: DISTRICT RIGHTS**

2 **2.1** The District retains all rights, powers, functions, to manage the District, direct the activities of its
3 employees and all management's rights and responsibilities except for those items which are
4 specifically conferred upon the unit members by the express terms of this Agreement.

5 **2.2** The District retains its rights to amend or rescind provisions in this Agreement in cases of
6 emergency. An emergency shall be defined as circumstances beyond the control of the District, such
7 as an act of nature (to include, but not be limited to, fire, earthquake or flood, etc.) or if the
8 Association violates Article 16. Any amendment or rescission of this Agreement shall only be for
9 the duration of the emergency.

10

ARTICLE 3: ASSOCIATION RIGHTS

3.1 All Association business, discussions, and activities will normally be conducted by unit members or Association officials outside established work hours (during breaks, lunch, before and after work). When it is necessary for the Association to conduct its business during regular working hours utilizing District facilities, it will be necessary for an authorized Association representative to secure the written permission of the Superintendent or his/her designee. In all cases, the appropriate "use of facilities" form shall be obtained and filed in a timely manner. At no time shall Association business or meetings interfere with school programs or the defined duties of unit members.

In those instances when an appropriate Association representative needs to contact or conduct Association business with a unit member, during working hours, said representative shall first secure the permission of the unit member's site administrator.

3.2 The Association shall have the right to use mailboxes and bulletin board spaces designated by the Superintendent, subject to the following conditions: (a) all postings for bulletin boards, including Internet web pages and electronic bulletin boards, or items for school mailboxes, including e-mail, must contain the date of posting or distribution and the identification of the organization together with a designated authorization by any Association officer and (b) a copy to the Superintendent or designee must be received at the time of posting or distributing any materials. It is further understood that the Association or District will not post or distribute information which is derogatory and/or defamatory of District personnel, subject to removal of such posting.

3.3 Full release time for the President of the Association shall be granted subject to the terms stated herein. A substitute shall be provided at the District's expense and the cost shall not exceed \$30,000 annually. In January of each school year, the Association and the Superintendent or designee will mutually agree on the guidelines as to how the President's release time shall be implemented. The Association has the sole discretion as to how the President's release time shall be used to address Association business.

3.3.1 The District shall make reasonable efforts to place a substitute employee in the position held by the Association President during the times that said President is on release time, so that the Association President will not routinely be required to be responsible for regularly assigned work required to be performed during the time said President is on release time for Association business.

3.4 The Association shall have the right of release time for eligible Association delegates to attend the CSEA annual conference with no loss in wages and benefits. This release provision, however is not to result in any additional expense to the District and substitutes shall not be provided for unit members released to attend the conference. At least three (3) weeks in advance, the Association shall provide documentation (which includes the specific dates) to the Superintendent of the unit members who are to be delegates at state conference. In the event a unit member attending the conference is less than a 12-month employee and he/she is not in paid status at the time of the conference, he/she shall not be entitled to paid release.

3.5 The District shall maintain on its website an accurate, up to date electronic copy of the District Board policies, Administrative regulations and related documents (Exhibits and forms) which allows access for the Association. The District shall provide the Association President with a printed or digital copy of the Board of Education agenda.

1 **3.6** Whenever the District elects to form or revise a committee, the recommendation from which
2 may have an effect upon a unit member (such as the District Budget Committee) the Association
3 shall have representation equal to that of other employee groups. Prior to the formation or revision
4 of said committee, the District shall communicate its intent to the Association President.

5 **3.6.1** If a Budget Committee is established by the District, C.S.E.A. shall have representation equal
6 to that of other employee groups.

7 **3.7** The District recognizes the Association's right to file grievances on behalf of its membership.

8 **3.8** A courtesy copy of unit member being placed on the reemployment list due to illness or facing
9 disciplinary action shall be provided to the Association.

10 **3.9** The District shall provide copies of all documents relative to a layoff prior to any action being
11 taken by the Board of Education.
12

ARTICLE 4: EMPLOYEE RIGHTS

4.1 Dues Deductions

4.1.1 The District and the Association recognize the rights of unit members to form, join, or participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

4.1.2 Membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services.

4.1.3 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the state organization. The amounts shall be in accordance with the Chapter and State Constitution and Bylaws. The District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month beginning September and continuing for nine (9) months thereafter. Unit members who sign such authorization after the commencement of the fiscal year shall have payroll deductions on a one tenth (1/10) yearly basis for the remainder of the contract. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

4.1.4 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least sixty (60) calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. However, the District shall not be obligated to put into effect any new or changed deductions until the pay period commencing fifteen (15) days after submission.

4.2 Representation Fee

4.2.1 California School Employees Association shall have the sole and exclusive right to have membership dues or representation fees deducted from employees in the bargaining unit at the District.

4.2.2 Each bargaining unit member covered by this Agreement who fails voluntarily to acquire or maintain membership in California School Employee Association shall, be required as a condition of continued employment, pay to the California School Employees Association a fee in exchange for representation services performed by California School Employees Association.

4.2.3 The District shall deduct from the pay of unit members who do not wish to become members of the Association, and shall pay to the Association a monthly representation fee in an amount not to exceed monthly Association membership dues for Association activities related to the representational process as set forth in Appendix D. Said deduction shall not be revoked unless the Association notifies the District that the employee is paying such fees directly to the Association.

4.2.4 At least thirty days prior to the collection of a representation fee from any unit member pursuant to these provisions, the Association, shall submit a copy of its record of financial transactions per Government Code Section 3546.5 to the District. The parties agree that such annual certification is a condition precedent to the collection by the District of a representation fee from a unit member.

1 **4.2.5** If a unit member is a member of a religious body whose tenets or teachings include
2 objections to joining or financially supporting unions, such unit members shall not be required to
3 join, maintain membership in, or financially support any union, except that once that bargaining unit
4 member verifies with the Association that he/she holds such beliefs an amount equal to the
5 representation fee which would have been paid will be deducted from the unit member's salary and
6 deposited in a scholarship fund administered by the District. If the District does not have a
7 scholarship fund, the amount deducted shall be deposited by the District in the following charitable
8 organizations exempt from taxation under Section 501 (c) (3) of Title 26 of the Revenue and
9 Taxation Code.

- | | | |
|----|----------------------------|----------------------------------|
| 10 | a) UNITED WAY | e) AMERICAN LIVER SOCIETY |
| 11 | b) RED CROSS | f) AMERICAN HEART ASSOCIATION |
| 12 | c) MARCH OF DIMES | g) AMERICAN DIABETES ASSOCIATION |
| 13 | d) AMERICAN CANCER SOCIETY | |

14 **4.2.6** The Association agrees to indemnify and save the District, its officers, agents, and employees
15 harmless from and against any and all claims, suits, and/or any form of liability that may arise out of
16 or by reason of any action taken by the Board of Education in reliance upon or in compliance with
17 the terms and provisions of this article, including that arising out of errors, clerical and otherwise, in
18 connection with the processing of such deductions, including costs and attorney's fees.

19 **4.2.7** Nothing contained herein shall prohibit the employee from paying service fees directly to the
20 Association.

21 **4.3 Personnel File**

22 **4.3.1** The personnel file of each unit member shall be maintained at the District's central
23 administration office under the supervision of the Assistant Superintendent and Director of Human
24 Resources who are the custodians of the District. No adverse action of any kind shall be taken
25 against a unit member based upon materials which are not in the personnel file. Personnel files may
26 be removed from the Human Resource Office under the following circumstances: 1) when requested
27 by the Board or the Superintendent and 2) when subpoenaed by a court of competent jurisdiction.

28 **4.3.2** A unit member shall be provided with copies of any derogatory written material prior to the
29 placement of said materials being placed in his/her file. The unit member shall be given an
30 opportunity during normal working hours to initial and date the material. The unit member shall be
31 given a maximum of four District paid hours to prepare a written response to such material. The
32 written response shall be attached to the material.

33 **4.3.3** A unit member shall have the right to examine and/or obtain copies of any material from
34 his/her personnel file, excepting material that includes ratings, reports, or records which were
35 obtained prior to his/her employment.

36 **4.3.4** All personnel files shall be kept in confidence. The District shall keep a log indicating the
37 persons who have examined a personnel file as well as the date such examinations were made. The
38 log shall be maintained in the unit member's personnel file.

39 **4.3.5** Any person who places written material in a unit member's file shall sign and date the
40 material.

1 **4.3.6** No disciplinary action shall be taken for any cause which arose prior to the unit member
2 becoming permanent, nor for any cause which arose more than two (2) years preceding the date of
3 the filing of the notice of cause unless such cause was concealed or not disclosed by the unit member
4 when it could be reasonably assumed that the unit member should have disclosed the fact to the
5 District. Upon written request of an employee, derogatory material which is more than two (2) years
6 old and which has not been used in the employee's evaluation may be sealed.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a formal written allegation by a unit member and/or the Association where they are adversely affected by a violation of a specific provision of this Agreement.

5.1.2 The "immediate supervisor" is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

5.1.3 A "day" is any day in which the central administrative offices of the District are open for business.

5.2 General Provisions

5.2.1 Before filing a legal written grievance, the unit member or the Association shall attempt to resolve it by an informal conference with the immediate supervisor. The supervisor shall respond within five (5) days.

5.2.2 The grievant has the right to have a representative present at any level of the grievance procedure.

5.2.3 Prior to the resolution of a grievance of Levels I and II, the Association shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

5.2.4 Whenever possible, the grievance hearing shall be scheduled when the grievant is not on duty. If the grievance hearing must be held during the grievant's working hours, it will be scheduled so that the minimum amount of time will be lost from the regular work assignments.

5.2.5 Nothing contained herein shall be construed as limiting the right of the unit member or Association representative/employee representative to discuss a grievance informally with any appropriate member of administration provided that any resulting adjustment is not inconsistent with the terms of this Agreement as determined by the District and the Association.

5.2.6 No reprisals shall be taken against any employee participating in the grievance procedure herein by the Association or the District.

5.2.7 The Association and District agree that every effort shall be made to expedite the grievance procedure prior to the time limits. Failure by the grievant to meet the time limits will constitute a settlement at the last level of response. Failure by the District to respond within the time limits will constitute an automatic right of appeal to the next level.

5.2.8 The time limits as set forth in this Article may be extended or modified only by the mutual written agreement of the parties.

5.3 Formal Level

Level I: Immediate Supervisor

5.3.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the specific provision of the Agreement alleged to have been violated. Within the above time limits, either party may request a conference with the other party.

5.3.2 The supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance.

Level II: Superintendent or Designee

5.3.3 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or designee.

5.3.4 This statement shall be a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a conference with the other party within the above time limits.

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

Level III: Mediation

5.3.6 If the Association is not satisfied with the disposition of the grievance at Level II, the Association may within ten (10) days request, in writing, to submit the grievance to mediation to attempt to resolve the grievance by informal agreement prior to proceeding to Level IV. Upon receipt of the request, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties. If mediation does not satisfactorily resolve the grievance, the Association may appeal the grievance to Level IV.

Level IV: Binding Arbitration

5.3.7 If the Association is not satisfied with the disposition of the grievance at Level III, the Association may by written notice to the Superintendent within fifteen (15) days after the conclusion of the mediation submit the grievance to arbitration, as provided below.

5.3.8 If any question arises to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

5.3.9 Within ten (10) days after receipt by the District of the written notice of intent to arbitrate, the Superintendent or designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If the parties are unable to so agree, a request for a list of seven arbitrators may be made to the American Arbitration Association or the State Mediation and Conciliation Board by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and that arbitrator shall proceed under the voluntary labor arbitration rules of the American Arbitration Association.

1 **5.3.10** The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and
2 conclusions on the issues submitted. The arbitrator, in rendering his or her opinion, shall not amend,
3 modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall
4 be limited to deciding only the issue or issues presented in writing by the District and the
5 Association. The arbitrator's decision shall be based upon the arbitrator's interpretation of the
6 meaning or application of the language of this Agreement. The decision of the arbitrator shall be
7 final and binding and shall be submitted to the District and the Association within thirty (30)
8 calendar days of the hearing.

9 **5.3.11** All costs for the services of the arbitrator, including, but not limited to per diem expenses,
10 his/her travel and subsistence expenses and the cost of any hearing shall be borne equally by the
11 Board and the Association. All other costs shall be borne by the party incurring them.

12 **5.3.12** If the parties are unable to stipulate to the issues for the arbitrator, the arbitrator shall
13 determine the issues by referring to the written grievance and the responses thereto, except for the
14 issue of arbitrability.

15 **Level V: Hearing Panel**

16 **5.3.13** In the event the Association and District mutually agree to bypass arbitration, the grievance
17 may be appealed to an in-house hearing panel consisting of five (5) members: two (2) members shall
18 be selected by the District, two (2) members shall be selected by the Association, and one (1) panel
19 member mutually agreed to by both parties. The decision of the panel shall be binding and shall be
20 rendered in writing within thirty calendar (30) days of the completion of the hearing.

ARTICLE 6: HOURS

6.1 The regular work week shall be forty (40) hours, and the regular work day shall be eight (8) hours. The scheduling of the hours, the number of hours, the work day, and the work week shall be at the discretion of the District and shall be set at the time of the unit member's employment; however, unit members who are employed at the time of the signing of this Agreement and who are not regularly scheduled to work on Saturdays and/or Sundays, shall not be required to work on such days. Where the hours of instruction, operation and/or transportation at a work site are modified, the District may adjust the scheduling of hours worked at that site accordingly. Any change of hours must be on a long term basis. Long term being not less than a semester or one half year.

The District may institute shift changes based on the needs of the District as determined by the District and upon concurrence by the Association. The District agrees that shift change(s) will not be instituted for vindictive, capricious, arbitrary, and/or disciplinary reasons. Further, shift change(s) shall not take place in order to circumvent overtime.

The District will first seek volunteers for such shift change needs. Should more than one (1) employee volunteer, assignments will be based on seniority within classification. Should no employee volunteer for a shift change, the District will assign a shift change based on length of service in the District within the unit member's classification, (i.e., the least senior employee within the classification shall be reassigned first).

Should a shift change occur, said affected employee(s) will be allowed to transfer to the first available opening within their unit member classification based on seniority within classification. Written notice shall be received by the Association and the employee no less than ten (10) working days prior to the intended change of hours and ten (10) working days prior to intended shift change.

6.1.1 Employees hired after July 1, 1992, may be subject to a shift change based on the needs of the District as determined by the District. Before the District institutes a shift change, it will meet and confer with the Association. Employees will be given a ten (10) day written notice prior to the date of the intended change. Employees will sign an agreement indicating that they understand this article at the time of employment.

6.1.2 Any time required to be worked in excess of forty (40) hours in any calendar week or eight (8) hours in any work day shall be defined as "overtime" and shall be compensated at 1-1/2 (one and one half) times the regular rate of pay. Overtime shall not be considered for the purpose of computing seniority.

6.1.3 A unit employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days within a fifteen (15) calendar-day period provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts (utilizing the appropriate salary schedule) as will reasonably reflect the duties required to be performed outside his/her normal assigned duties, but no less than five percent (5%) above his/her regular salary.

6.2 Unit members assigned a split shift with an intervening unpaid, unassigned period in excess of one (1) hour shall be paid a differential premium of five percent (5%) per month above the regular rate of pay for all hours worked.

6.3 Compensatory time-off in lieu of overtime pay may be authorized if mutually agreed upon by the unit member and his/her immediate supervisor. Compensatory time shall be granted at the rate of one and one-half (1-1/2) times the actual overtime worked and shall be taken within six (6) months of the date it is earned or an overtime pay warrant shall be initiated.

This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member. The designation, authorization, and allocation of any overtime shall rest solely with the District management. Overtime assignments shall be made on a rotational basis, starting with the unit member who possesses the greatest length of service in a given job classification at a given job site, unless specialized experience, qualifications, or continuity in performing the job is required. Should all unit members within a given job classification refuse overtime, overtime shall be assigned on a basis of inverse seniority in accordance with the standards set forth above.

6.3.1 The unit member can only maintain a maximum of twenty-four (24) hours of compensatory time. If the unit member does not use the accrued compensatory time within six (6) months of the date it was earned, overtime pay in an equal amount shall be included in the unit member's next regular pay warrant.

6.3.2 Compensatory time is to be used in accordance with the following:

- a) All compensatory time utilization will be by mutual agreement between the unit member and his/her immediate supervisor.
- b) Requests to use up to four (4) hours of compensatory time must be made twenty-four (24) hours in advance.
- c) Requests for more than four (4) hours of compensatory time must be made five (5) working days in advance.
- d) If two (2) or more unit members in the same department put in for compensatory time for the same day and time, the unit member who makes the first request shall be given preference.

6.4 Notwithstanding Sections 6.1 and 6.3 of this Article, the work week for any unit member shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth (6) and the seventh (7) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

6.5 All unit members who are in a paid status for six (6) hours or more shall be entitled to a duty-free lunch period of sixty (60) minutes per day.

6.6 All unit members will be granted a rest period of fifteen (15) minutes during every four (4) consecutive hours of work. Said rest period shall occur at or near a mid point of the shift. In the case of classroom aides, the break shall be taken between classes or during recess periods.

Unit members working less than four (4) consecutive hours and more than two (2) consecutive hours shall be entitled to one (1) rest period of fifteen (15) minutes. Such rest period shall occur at or near the mid point of the shift when possible and practical.

6.7 Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced, according to the rules and regulations, as set forth in Article 8.

6.8 Unit members working a regular night assignment will receive differential pay of five percent (5%) of their salary per month when the assigned duty hours extend beyond 7:00 p.m. Unit members working a regular night assignment which extends at least four (4) working hours beyond twelve midnight, will receive differential pay of ten percent (10%) of their salary, per month.

1 **6.9** Any unit member called in to work on a day when the unit member is not scheduled to work
2 shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.
3 Unit members who have completed their work shift and departed and then are called back by the
4 appropriate supervisor shall receive a minimum of three (3) hours pay at the appropriate rate. Said
5 assignment shall be done in accordance with Section 6.3.

6 **6.10** All standby time for bus drivers shall be considered as regular hours worked and shall be
7 compensated on a straight time or overtime basis as are other hours worked under this Agreement.

8 **6.11** The parties agree that a committee shall be formed on an as needed basis for the purpose of
9 addressing the issue of part-time employees receiving additional part-time positions.

10

ARTICLE 7: HOLIDAYS

7.1 Unit member holidays shall be pursuant to the District calendar approved annually by the Board of Education. The following holidays shall be afforded unit members:

- a) Independence Day
- b) Labor Day
- c) Admission Day (Observed the day following Thanksgiving)
- d) Veterans' Day
- e) Thanksgiving Day
- f) Christmas Observance (2)
- g) New Year's Observance (2)
- h) Martin Luther King Jr. Day
- i) Lincoln's Birthday Observance
- j) Washington's Birthday (Presidents Day)
- k) Memorial Day
- l) Floating Holiday (see 7.4)

7.2 All unit members shall be entitled to the paid holidays. A unit member must be in a paid status on the workday immediately preceding or succeeding the holiday in order to be paid for the holiday. Any employee working on a holiday shall be compensated for the holiday plus one and one half (1-1/2) times his/her regular rate of pay.

7.3 Unit members working 241-261 days per year will receive pay for all holidays, as scheduled above. Unit members in paid status 221-240 days per year will receive pay for all holidays except July 4, Independence Day. Unit members in a paid status less than 221 days per year will receive pay for all holidays so long as the unit member is in a paid status either the last working day before the scheduled holiday or the first working day following the scheduled holiday.

7.4 Effective with the 1995-96 school year, the District shall grant an additional holiday for all classified employees of the bargaining unit. This holiday shall be taken during the employee's work year upon mutual agreement between the employee and the employee's supervisor. If two (2) employees put in for this holiday on the same day, the most senior employee shall be granted the day off. This provision only applies to the floater holiday.

The Association realizes that an additional holiday will impact the workload of all unit employees with respect to their positions. The subsequent effect will not result in grievances or charges of unfair practices unless there is a violation of the master Contract or applicable laws.

ARTICLE 8: VACATIONS

8.1 Effective July 1, 1985, unit members in paid status will accrue vacation days according to the following guidelines and schedule in Appendix C:

Vacation Days Earned Per Month	Years of Service	Based on 12-Month Employment
5/6	1st year	10 days
1	2 -5 years	12 days
1 and ¼	6 -10 years	15 days
1 and ½	11-15 years	18 days
1 and 5/6	after 15 years	22 days

8.2 If, during a unit member's vacation, the unit member becomes ill or is seriously injured, the unit member may choose to change vacation leave to sick leave. In such cases, the unit member must provide to the Human Resource Office, at the time of the request, a signed verification from a doctor as to the nature of the illness or injury.

8.3 Unit members working less than a twelve (12) month schedule shall take vacation equal to the amount of recess at Christmas and five (5) days (or remaining number of days earned) during spring vacation. Any remaining vacation shall be taken at the beginning and/or end of the work year as arranged between the unit member and the administrator in charge. (This paragraph is subject to revision should the District implement a year-round school program.)

8.4 Twelve-month unit members must take at least five (5) consecutive work days of vacation each fiscal year and shall take their vacation at a time approved in advance by the administrator in charge. Any change in vacation due to extenuating circumstances must be agreed to by both the unit member and the administrator in charge. Requests for more than five (5) consecutive work days of vacation shall be presented for approval at least sixty (60) calendar days in advance. If a unit member is denied vacation by an administrator, the unit member may appeal said denial to the Superintendent or his/her designee.

8.5 Only unit members in paid status for 255 days or more shall be allowed to carry over up to eleven (11) days of earned vacation to the next succeeding fiscal year. These eleven (11) days shall be non-accumulative.

ARTICLE 9: VACANCIES

9.1 A vacancy is any bargaining unit position which is new or remains unfilled for more than twenty (20) working days.

9.3 The District shall provide the Association with a copy of all vacancies prior to being posted, and vacancies shall be posted by the District on all designated Association bulletin boards.

ARTICLE 10: TRANSFERS

10.1 Voluntary Transfers

10.1.1 A "voluntary" transfer shall be defined as an assignment of a permanent unit member to another position within the same classification upon request by the member.

10.1.2 Any qualified unit member in the bargaining unit may apply for transfer to that position by personally delivering written notice on the designated District form to the Human Resource Office of the District. All transfer applications filed within the posting period and meeting the specifications of the job description shall be considered by the District. The qualified unit member(s) requesting a transfer to a vacant position whose last evaluation has no unsatisfactory components shall be entitled to a personal interview with an administrator serving at the site where the vacancy exists. Transfer requests shall be considered in accordance with Article 9, Section 9.4. A unit member may request and shall receive a conference with the appropriate administrator for the purpose of discussing the interview process with the administrator. The unit member may have an Association representative present at said meeting.

10.1.3 If the unit member does not perform his/her job in a satisfactory manner within a five (5) month period in the transferred position, the unit member shall be involuntarily transferred back to the position he/she held prior to the transfer.

10.2 Involuntary Transfers

10.2.1 An "involuntary transfer" shall consist of the transfer of a permanent unit member from one site to another or from one department to another against the unit member's wishes to a position in the same classification based upon the best interests of the District. The District shall confer with the Association prior to any involuntary transfer being invoked. Involuntary transfers may not be for arbitrary, capricious or discriminatory reasons. The District shall confer with the CSEA prior to any involuntary transfers being invoked.

10.2.2 If the District wishes to initiate an involuntary transfer in the best interest of the District, an effort shall be made to identify a volunteer within the relevant classification before taking any action. When there are no volunteers, the unit member affected by such transfer shall be the least senior person in the classification at the site or department and the Association shall be given written notice of not less than ten (10) working days, unless there is mutual consent between the District and the Association for immediate transfer. Upon request, a conference will be held prior to the transfer, with the unit member in order to discuss the reason for the transfer.

10.2.3. In the event that the involuntary transfer is for reasons related to the basis for suspension, demotion or dismissal, as provided for in the "Classified Handbook" and Administrative Regulation 4218(b-c), the District shall conduct a meeting with the affected unit member who shall be informed of the reason for the involuntary transfer and be afforded a right to representation by the Association if the unit member so wishes.

ARTICLE 11: EVALUATIONS

11.1 Definition

An evaluation is an appraisal of the work performance of a bargaining unit member and not a tool in the disciplinary process.

11.2 Probationary Employees

The length of the probationary period shall be six (6) months from the date of original employment. A written evaluation of the unit member's performance shall be made by the appropriate supervisor no later than the second (2nd) month. A second evaluation shall be made no later than the end of the fifth (5) month. The unit member shall sign a statement on the evaluation report that he/she has read and received a copy. In an effort to help the employee become successful in the position, an additional evaluation may be given to assess his/her work performance. Following the fifth (5) month evaluation the administrator shall recommend that the unit member be given permanent status or that his/her employment be terminated.

11.3 Permanent Employees

11.3.1 Permanent unit members shall be evaluated at least once every two (2) years. Said evaluation shall occur within the forty-five (45) days prior to the unit member's anniversary date.

11.3.2 Performance evaluation reports shall be made on forms utilized by the District and shall be prepared by the unit member's immediate supervisor. The supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. At the time of the discussion the evaluation shall be dated and signed by both the supervisor and the unit member. The signing of the evaluation by the unit member shall not necessarily constitute agreement but only indicates that the unit member has received and reviewed the evaluation.

11.3.3 If a unit member is evaluated as "unsatisfactory" or "needs improvement" the appropriate supervisor must have, in writing, previously counseled the unit member as to his/her deficiencies and made suggestions for improvement.

11.3.4 If a unit member disagrees with his/her evaluation, said unit member may attach a written response to the evaluation, which will become part of the evaluation file.

11.3.5 A joint committee, comprised of three (3) appointed by the Association and three (3) appointed by the District, shall review and agree upon any proposed form change(s) in the evaluation instrument.

1 **ARTICLE 12: WAGES AND BENEFITS**

2
3 The District shall provide a total compensation package of 5.5% for bargaining unit members in the
4 2006-2007 school year to be allocated across Article 12 as follows:

5 **12.1 Wages**

6 **12.1.1 2012-2013 School Year**

7 The District and the Association agree to maintain the July 1, 2007 Classified Salary Schedule for
8 the 2012-2013 school year.

9 **12.1.2 2013-2014 School Year**

10 The District and the Association shall negotiate salary as a reopener for the 2013-2014 school year.

11 **12.1.3 2014-2015 School Year**

12 The District and the Association shall negotiate salary as a reopener for the 2014-2015 school year.

13 **COMPARATIVE DISTRICTS**

14 The Association (CSEA) and the District agree for comparison purposes, the following Districts
15 shall be utilized:

- | | |
|----------------------------------|--------------------------|
| 16 a) ABC UNIFIED | k) ORANGE UNIFIED |
| 17 b) GLENDALE UNIFIED | l) PLACENTIA UNIFIED |
| 18 c) INGLEWOOD UNIFIED | m) SADDLEBACK UNIFIED |
| 19 d) NORWALK-LA MIRADA UNIFIED | n) IRVINE UNIFIED |
| 20 e) PASADENA UNIFIED | o) CORONA-NORCO UNIFIED |
| 21 f) POMONA UNIFIED | p) MORENO VALLEY UNIFIED |
| 22 g) TORRANCE UNIFIED | q) FONTANA UNIFIED |
| 23 h) HACIENDA-LA PUENTE UNIFIED | r) REDLANDS UNIFIED |
| 24 i) ROWLAND UNIFIED | s) RIALTO UNIFIED |
| 25 j) CAPISTRANO UNIFIED | t) POWAY UNIFIED |

12.2 Health and Welfare Benefits

The District's Health and Welfare Benefits Committee shall continue to review alternatives to the District's current health and welfare plans. The purpose of this committee shall be to study and analyze health and welfare plan options and to negotiate changes regarding health and welfare plans that are both cost effective and service oriented prior to the implementation of a cost increase.

Beginning the 2006-2007 insurance year, the District shall increase the benefits cap from \$7,898 by \$667, which is equivalent to a 1.5% salary increase. This shall increase the annual maximum contribution for the health and welfare benefits cap to \$8,565 for medical, dental, vision, and life insurance benefits for each eligible bargaining unit member.

The District and the Association agree that two employees of the District, at least one of whom is a classified bargaining unit member, who are married to each other or otherwise qualify under the California Domestic Partner Rights and Responsibilities Act of 2003, shall have the option of combining their annual maximum District contributions for medical insurance. By combining benefit packages for purchase of District full paid medical benefits, one employee would be designated as the subscriber, while the spouse/domestic partner would be listed as the dependent on the medical plan only. This will result in no medical insurance premium (out-of-pocket expense) to participating employees, unless the combined health and welfare benefits caps of the two employees does not cover the premium cost.

The District shall set aside into a separate account known as the "Employee Benefit Fund" any savings in the current total cost for health and welfare benefits for all District employees resulting from plan modifications and/or plan rebates. All monies placed into this account shall be exclusively used for District employee health and welfare benefits. The allocation of these monies, including the use of these funds to offset increased individual health and welfare benefits costs, shall be subject to negotiations.

During any subsequent insurance year when health and welfare benefit premium costs exceed the above annual maximum District contribution, the District and the Association shall negotiate health and welfare benefits. In the event that an agreement cannot be reached during negotiations prior to the beginning of the new insurance year, bargaining unit members who have chosen a total benefit package that exceeds the District's maximum contribution stated above shall pay the difference through payroll deduction starting with the September pay warrant of the new insurance year and shall be deducted tenthly.

The following timeline shall be followed:

February 1

- Start negotiations on health and welfare benefits.
- Health and Welfare Benefits Committee is to provide information to the District and Association Negotiation Teams.

April 1

- Health and Welfare Benefits Committee is to provide information to the District and Association Negotiation Teams.

The District and the Association, in good faith, agree to ensure that the Health and Welfare Benefits Committee shall meet the timelines as set forth above.

1 **12.2.1 2012-2013 School Year**

2 For the 2012-2013 school year the District-paid Health and Welfare Benefits cap shall remain
3 \$8,565.00.

4 **12.2.2 2013-2014 School Year**

5 For the 2013-2014 school year the District-paid Health and Welfare Benefits cap shall remain at
6 \$8,565.00.

7 **12.2.3 2014-2015 School Year**

8 The District and Association shall negotiate any changes to the Health and Welfare Benefits cap
9 of \$8,565.00 for the 2014-2015 school year.

10 **12.2.4** The District's contribution for fringe benefits for employees working twenty (20) hours or
11 more per week shall be based on the same percentage basis as used to compute the unit members
12 salary.

13 i.e. 20 hours per week = 50% District paid fringe benefits contribution.

14 30 hours per week = 75% District paid fringe benefits contribution.

15 40 hours per week = 100% District paid fringe benefits contribution.

16 Unit members working between 20 and 40 hours per week, who at the time of the signing of this
17 Agreement, (May 21, 1992), were receiving full benefits, will continue to receive said benefits as
18 provided in Section 12.2 of this Agreement.

19 **Medical** (Single up to full family coverage on any one of the following plans)

20 a) Kaiser Permanente Option.

21 b) California Schools VEBA exclusive provider.

22 c) California Schools VEBA preferred provider.

23 **Dental** (Single up to full family coverage on any one of the following plans)

24 a) Safeguard dental

25 b) Delta Dental (New enrollees, or re-enrollees following a leave of absence, shall begin with
26 70% coverage. The percentage of coverage may increase by 10% for each consecutive year
27 of enrollment, until 100% coverage is reached. Delta Dental shall exclude orthodontic
28 benefits for dependent children.) The Association agrees to a \$25 annual deductible (\$75
29 family maximum) for Delta Dental which will increase the yearly maximum coverage to
30 \$2,000 effective January 1, 2000.

31 **Vision**

32 Vision Service Plan (Single up to full family, including annual eyeglass lenses)

33 **Life Insurance** (Effective October 1, 1989)

34 \$50,000 life insurance policy (includes accidental death and dismemberment coverage)

35 **12.2.5** Unit members who had District fringe contributions applied to a Tax Shelter Annuity (TSA)
36 in 1979-80 and who are currently working four (4) hours or more will be allowed \$954.20 for said
37 purpose. No other unit member will be allowed to utilize the TSA as a part of the District paid
38 fringe benefit package. For said unit member, the following insurance package is provided. A
39 change in coverage as directed by the unit member shall result in loss of TSA.

1 **Medical**

- 2 a) Single coverage Kaiser Permanente (only)

3 **Dental** (Single up to full family coverage on any one of the following plans)

- 4 a) Safeguard Dental

- 5 b) Delta Dental (New enrollees, or re-enrollees following a leave of absence, shall begin with
6 70% coverage. The percentage of coverage may increase by 10% for each consecutive year
7 of enrollment, until 100% coverage is reached. Delta Dental shall include orthodontic
8 benefits for dependent children.) The Association agrees to a \$25 annual deductible (\$75
9 family maximum) for Delta Dental which will increase the yearly maximum coverage to
10 \$2,000 effective January 1, 2000.

11 **Life Insurance** (Effective October 1, 1989)

12 \$50,000 life insurance policy (includes accidental death and dismemberment coverage)

13 **12.2.6** Effective July 1, 1987, all bargaining unit members shall participate in a CSEA sponsored
14 disability insurance program at employee's expense.

15 **12.2.7 Retirees and Disabilitants**

16 **12.2.7.1** Health Insurance for Retired Employees: Group medical insurance only shall be
17 provided to those unit members (as defined in Section 12.2.1 at the time of retirement) who have
18 served a minimum of ten (10) years of service as a permanent employee with Chino Valley Unified
19 School District and who retire after age fifty five (55) under the Public Employees Retirement
20 System. The unit member shall be entitled to receive this benefit so long as this contract is in full
21 force and effect. This section shall apply only to those members who remain fully retired, as defined
22 by PERS. All such District paid benefits shall cease at age sixty five (65) or with the death of the
23 unit member. Retirees, after age sixty five (65), at their own expense may elect to have an HMO
24 medical insurance plan which is provided by the District. Retirees are eligible to purchase dental
25 coverage at their own expense. The insurance program shall be the same as that available to regular
26 unit members.

27 **12.2.7.2** Group medical insurance only shall be provided to those unit members (as defined in
28 Section 12.2.1. at the time of retirement) who have served a minimum of ten (10) years of service as
29 a permanent employee with the Chino Valley Unified School District and who are approved for
30 medical retirement pursuant to the rules and regulations of the Public Employees Retirement System.
31 The unit member shall be entitled to receive this benefit so long as this contract is in full force and
32 effect. All District paid benefits shall cease at age sixty five (65) or with the death of the unit
33 member. Disabilitants, after age sixty five (65), may, at their own expense, elect to have an HMO
34 medical insurance plan which is provided by the District. Disabilitants are eligible to purchase dental
35 coverage at their own expense. The insurance program shall be the same as that available to regular
36 unit members.

37 **12.2.7.3** A retiree on the District-paid Health Plan who moves out of the area serviced by that plan
38 and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly
39 premium for the newly obtained plan (but in no case higher than what is paid for retirees living
40 within the State). The benefit shall terminate when the retiree reaches his/her 65th birthday. In no
41 case shall any monies be paid directly to the retiree.

1 **12.2.7.4** When a unit member has exhausted all of his/her sick leave benefits, including
2 catastrophic leave, the District shall continue to pay the unit member's insurance coverage (medical,
3 dental, vision, and life) for a period of one hundred twenty (120) work days. The one hundred
4 twenty (120) work days shall commence immediately, prior to and extending into the individual's
5 placement on the thirty nine (39) month re-employment list.
6

1 **12.3 Professional Growth - Tuition Reimbursement**

2 The District will maintain a tuition reimbursement program for members of the bargaining unit
3 so as to enable unit members to achieve professional growth. The following provisions will apply to
4 said program.

5 **12.3.1** The District shall contribute ten thousand (\$10,000) dollars each school year to reimburse the
6 costs of tuition, mandatory fees, and the costs of books for bargaining unit members who take
7 courses at qualifying institutions where such courses are reasonably related to the position held by
8 the employee or are reasonably related to positions within the District for which the employee could
9 expect to become qualified. Employees upon written request shall be eligible for an amount of \$200
10 dollars a semester and \$400 dollars a year. The parties agree to negotiate on additional funding for
11 this program in the event the allocation of funds referred to above is expended prior to the end of any
12 given school year.

13 **12.3.2** A Review Committee shall be established consisting of the Director of Human Resources,
14 one other administrator selected by the District, and one classified employee selected by the
15 Association. Said committee shall establish procedures and guidelines for this program, which shall
16 include the following: Reimbursement for tuition, fees, books and such other charges as the
17 committee determines to be reimbursable shall be made upon successful completion of the course or
18 courses. Successful completion means that the employee obtained a grade of "C" or above, or, if the
19 course is a "pass-fail" course that the employee obtained a "pass."

20 **12.3.3** Required Bus Driver Certificate Fee shall be paid by the District.

21 **12.4 Longevity**

22 Effective July 1, 1988, the following longevity rates will be implemented:

- 23 3% per month upon completion of 10 years of service
24 5% per month upon completion of 15 years of service
25 7% per month upon completion of 20 years of service
26 9% per month upon completion of 25 years of service
27 11% per month upon completion of 30 years of service
28

ARTICLE 13: RECLASSIFICATION

13.1 Reclassification is defined as a position that has a permanent increase of duties and responsibilities which have been assigned by the District and are inconsistent with the current job description of the position.

13.1.1 Reclassification

A request for reclassification(s) for a unit member(s) may be made by the Association; however, unit members may request reclassification directly to the Human Resources Office. Such requests shall be in writing. Reclassification requests shall be reviewed and completed within a reasonable length of time [not to exceed eighteen (18) months in duration]. The Reclassification Committee composition shall be determined by the Assistant Superintendent of Human Resources and the Association President.

13.1.2 A unit member whose position has been reclassified to a higher range shall receive compensation based upon the new range. The unit member shall be placed on the new range at the step that reflects not less than a 5% increase over his/her lesser range placement. In no case shall the increase be greater than that reflected in Step E of the new range.

13.1.3 When a unit member is reclassified to a lower classification, he/she shall be placed in the lower classification, but shall realize no reduction in salary. The salary shall be Y-rated "frozen" until such time as the salary schedule has been increased sufficiently to exceed the Y-rate.

13.1.4 The effective date of a reclassification shall be the day following the date when the reclassification is first presented to the Board of Education or as agreed to by the District and the Association. Said reclassification shall become effective upon Board ratification.

13.1.5 The recommendation of the Reclassification Committee shall be presented to the Board of Education for its approval or disapproval.

13.2 Promotion

A promotion shall be defined as a change from one classification to a higher classification. A promotion can occur in two instances: 1) promote to a vacant position or 2) be reclassified from one position to a higher position.

13.2.1 Bargaining unit members shall have the opportunity to apply for any vacant bargaining unit position by submitting written application to the Human Resources Office within the time specified on the vacancy announcement and meeting all application requirements set forth by the Human Resources Office.

13.2.2 A unit member who has received a promotion to a higher range shall receive compensation based upon the new range. The unit member shall be placed on the new range on the step that reflects not less than a five percent (5%) increase over his/her lesser range placement. In no case shall the increase be greater than that reflected in Step E of the new range. After the initial six (6) months of successful service (including a satisfactory evaluation) the employee shall advance to the next range on the salary scale.

13.2.3 When qualified for admission to eligibility list and all other considerations with respect to ability and qualifications are determined to be substantially equal and practicable, the unit member with greater length in service in the District shall be given the promotion.

1 **13.2.4** A permanent employee who accepts employment in another classification through a
2 promotion shall be considered in probationary status for six (6) months. Following the fifth (5)
3 month evaluation, the unit member shall be given permanent status or be returned to their former
4 classification in which the unit member performed prior to being promoted. In the event the
5 employee classification has been abolished, the unit member shall be entitled to all rights of the
6 layoff provision (Article 15) of this Agreement.

ARTICLE 14: LEAVE PROVISIONS

14.1 The benefits which are expressly provided by this section, Article 14, are the sole benefits which are part of this Agreement.

14.2 Jury Duty Leave

Unit members called for jury duty shall be paid their regular salary and shall remit their jury fees paid by the court up to the amount the unit member would have been paid on the day in which the leave was granted, exclusive of mileage, to the Business Services Office.

14.3 Sick Leave

14.3.1 A unit member who is absent due to personal illness and/or injury, including a disability resulting from pregnancy, childbirth, and miscarriage, shall be allowed full pay for the number of days absent, provided that the number of days absent does not exceed the employee's total accumulated days of sick leave. The entitlement of sick leave shall be one (1) day per month. Sick leave shall be expressed in hours on all business records.

14.3.2 In all cases of absence, the unit member shall furnish the administrator with a unit member absence report, signed by the unit member, certifying the illness, injury, or quarantine. Satisfactory proof of the nature, extent, and duration of the illness may be required of the unit member after three (3) consecutive days in cases where an administrator has any questions about the unit member's ability to return to duty.

14.3.3 Unused days are cumulative and carried over to the succeeding year without limit as long as the unit member is retained by the District, except that days for sick leave do not accrue when a unit member is on leave of absence without pay or on sabbatical leave.

14.3.4 Unit members serving regularly on a part-time basis or for part of a school year shall be entitled to sick leave privileges in the proportion that the time served bears to the full-time service.

14.3.5 When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence.

Entitlement to sick leave provisions under this section shall be considered "entitlement to other sick leave" for the purposes of computing benefits if the absence is for industrial accident or illness. The five-month (5) provision shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted. By mutual agreement the District and the Association may extend the leave provision on an individual basis as per Education Code 45195.

14.3.6 Sick leave which was accumulated in other California school districts shall be transferred to the unit member's credit upon receipt of documentation of the amount of sick leave accumulated from other districts.

14.3.7 Unit members requesting paid illness or injury leave may be required, at the discretion of the District, to provide medical statements on forms supplied by the District prior to the return to employment. Any medical costs resulting from the request shall be borne by the District.

Unit members absent due to surgery, serious injury or illness, or absent for more than five (5) consecutive work days, shall be required to submit a medical release to the District prior to being permitted to return to work.

14.3.8 When all available leave of absence, paid or unpaid, has been exhausted and the unit member is not medically able to assume the duties of his/her position, unless he/she requests and is granted a leave of absence by the Board of Education, he/she shall be deemed to have a physical condition unfitting him/her to work and shall be placed on the District's thirty-nine (39) month reemployment list. When the employee is released to return back to work, he/she shall be offered the next vacant position within his/her classification.

14.4 Military Leave

Military leave shall be granted in accordance with applicable laws.

14.5 Bereavement Leave

14.5.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. Such leave shall be taken at the time of such death or within a short time period thereafter.

14.5.2 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of his/her immediate family if out-of-state travel is required or a travel distance of 400 miles round trip.

14.5.3 The term "immediate family" is defined as the mother, father, brother, sister, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law of the unit member or any person who is a permanent occupant of the immediate household of the unit member.

14.6 Industrial Accident Leave

14.6.1 The term "duty" refers to all scheduled working days, including legal and Board-declared holidays, on which a classified unit member is authorized to receive salary payment.

14.6.2 The term "qualifying for workers' compensation" presupposes that an accident report has been filed, according to established procedure, and that the District insurer considers the claim valid. In the event of rejection of the claim by the District insurer, industrial accident leave shall not apply.

14.6.3 Classified unit members who are absent from duty because of illness or injury resulting from industrial accident qualifying for workers' compensation are granted industrial accident leave under the following conditions:

a) Industrial accident leave applies from the first day of such absence from duty, to and including the last day of such absence from duty, but not exceeding sixty (60) working days for the same industrial accident.

b) If an industrial accident absence beginning in one fiscal year extends into the next fiscal year, the unit member shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused industrial leave remaining at the end of the fiscal year in which the industrial accident occurred.

14.6.4 The amount of salary paid to such unit member in any calendar month shall be proportionate to the days which the schools of the District are required to be in session or when the unit member would have been performing work for the District had the unit member not suffered an industrial accident or illness.

14.6.5 If the unit member is absent from duty longer than sixty (60) days as a result of such industrial accident leave, he/she shall then be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.

14.6.6 For any days of absence from duty as a result of the same industrial accident, whether the unit member receives salary payments under industrial accident leave, other paid leave, or vacation, the unit member shall endorse to the District any wage loss benefit check from the District's insurer which would make his/her total compensation from both sources exceed 100% of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness. Days of absence under industrial accident leave shall not be deducted from the unit member's sick leave accumulation, but the amount of industrial accident leave shall be reduced by one day for each of such authorized absence from duty regardless of a compensation award.

14.6.7 Allowable industrial accident leave shall not be accumulated from year to year.

14.6.8 In order to be eligible for industrial accident leave, the unit member, while absent from duty with the District, shall remain within the State of California, unless prior approval is granted by the Board for travel outside the state.

14.6.9 A unit member who is eligible for reemployment and has been medically released for return to his/her duties, but fails to accept an appropriate assignment, shall be deemed to have willfully refused to perform his/her regular assignments, and shall be subject to dismissal.

14.6.10 When all available leave of absence, paid or unpaid, has been exhausted and the unit member is not medically able to assume the duties of his/her position, unless he/she requests and is granted a leave of absence by the Board of Education, he/she shall be deemed to have a physical condition unfitting him/her to work and shall be placed on the District's thirty-nine (39) month reemployment list.

14.7 Personal Necessity

14.7.1 A classified unit member serving in a status which entitled the unit member to illness or injury leave pay may, at the unit member's election, be placed on a personal necessity leave. A unit member shall be entitled to use a maximum of ten (10) days of accumulated sick leave each school year for personal necessity leave. Personal necessity leave may be used for any of the purposes listed below. In each case the appropriate administrator shall be notified as soon as possible.

a) The death of a member of the unit member's immediate family when the number of days absent exceeds the limit provided in the bereavement leave policy. The total number of days shall not exceed the total number of days of bereavement leave provided in 14.5 plus seven (7) days of personal necessity leave.

b) An accident involving the unit member's property or the person or property of any member of the unit member's immediate family. Such accident must be serious in nature, involve circumstances the unit member cannot reasonably be expected to disregard, and require the attention of the unit member during his/her assigned hours of service. The total number of days shall not exceed ten (10) days.

c) Serious or critical illness of a member of the immediate family that requires the services of a physician and of such an emergency nature that the immediate presence of the employee is required during the work day. The term "immediate family" shall be as defined in 14.5.3 of this Agreement. The total number of days shall not exceed ten (10) days.

d) Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. Each date of necessary attendance under such order, other than the date specified in the subpoena, shall be certified by the clerk or authorized officer of the court or other official of a body with jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District.

e) Personal Business Leave up to a maximum of two (2) days per fiscal year from the ten (10) days allocated herein.

f) Marriage of the unit member or a member's "immediate family" (see Section 14.5.3) for no more than seven (7) days per year, provided that advance approval from appropriate supervisor is provided.

14.7.2 Upon return from personal necessity leave, a unit member shall complete an absence verification form verifying that use of such leave was for purposes set forth above.

14.7.3 When sick leave is used for personal necessity as set forth above, the unit member shall not be required to secure advance permission, but shall notify his/her site administrator as soon as possible prior to taking the personal necessity leave.

14.8 Child-Bearing Preparation and Child Rearing Leave

14.8.1 Unit members covered by this Agreement shall be entitled to use personal illness/sick leave, as set forth in this Agreement, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

14.8.2 The length of such pregnancy disability leave, including the dates on which the leave shall commence and the date on which the unit member's duties with the District are to be resumed, shall be determined by the unit member and the unit member's physician, subject to the following conditions:

a) Within five (5) days following delivery, the unit member shall provide to the Human Resources Office a doctor's statement indicating necessary postpartum recovery time.

b) A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

c) A unit member returning from pregnancy leave shall return when she is able fully and properly to resume her duties and has submitted the necessary doctor's certificate.

14.8.3 Unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave has been exhausted. The dates on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician: provided, however, that the District management may require a verification of the extent of disability.

14.8.4 Unit members may request, and shall be granted, a leave without pay and/or benefits for the purpose of preparing for child bearing or for child rearing. A unit member on such leave is entitled to return to the same position with no reduction in hours or pay if the leave is for less than six (6) calendar months. When said leave exceeds six (6) calendar months, the unit member is entitled to return to a comparable position with no reduction in hours or pay. In no case shall said leave exceed twelve (12) calendar months unless extended in writing by the District.

14.9 Other Leaves Without Pay

14.9.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, or seniority may be granted for a specified period, not to exceed one (1) calendar year, for the following purposes: care for a member of the immediate family who is ill or long-term illness of the unit member.

14.9.2 Regular unit members may be granted personal business leave, not to exceed five (5) duty days, with the Superintendent's approval. This personal business leave may be granted providing it does not seriously impair the program(s) of the District.

A unit member may be granted a leave of absence for personal reasons, not to exceed one hundred (100) days, upon the recommendation of the Superintendent and with approval of the Board of Education. No sick leave, vacation, or retirement credit shall accrue during such leave, but the unit member is entitled to return to the position held at the time of leaving, with all accrued benefits which were to his/her credit at the time the leave began.

14.9.3 The application for and granting of such leaves of absence shall be in writing. A unit member on such leave shall notify the District Human Resources Office no later than thirty (30) calendar days prior to return from the leave as to his/her intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

ARTICLE 15: LAYOFF, REEMPLOYMENT AND THE EFFECTS OF LAYOFF

15.1 Notice of Layoff

15.1.1 Upon the decision of the District to reduce a classified position or positions, for lack of work and/or lack of funds, written notice of layoff shall be sent certified mail or delivered in person to the affected classified employee or employees. It shall be the duty of the unit member to maintain on file in the Human Resources Office his/her last known address.

a) When, as the result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, and a unit member or unit members will be subject to layoff for lack of funds, the unit member(s) to be laid off at the end of such school year shall be given written notice no later than April 29. If the termination date of any specially funded program is other than the end of a school year, such notice shall be given not less than sixty (60) calendar days prior to the effective layoff date.

b) When, as a result of a reduction or elimination of the service being performed by any department/site, a unit member or unit members shall be given written notice of layoff not less than sixty (60) calendar days prior to the effective layoff date.

15.1.2 At least fourteen (14) calendar days before the Board of Education takes action to layoff any classified employee, the Association shall be provided in writing a tentative list of positions and unit member(s) to be included in the layoff, and an updated seniority list of all unit members. Any error in the information provided hereunder shall not affect the validity of the layoff.

15.2 Order of Layoff

15.2.1 A layoff is any loss of regular status, including loss of employment, voluntary demotion, reduction in hours, or reduction in months of employment in lieu of loss of employment. Unit members within an affected job classification shall be laid off subject to the following provisions:

a) The order of layoff within a classification shall be determined by seniority according to length of service. "Length of service" shall mean the date of hire as a unit member in the classification and higher classification. The date of hire shall begin with the first date of service in a probationary period as established by date of hire in the Board of Education agenda.

b) A unit member, who has the least seniority in the classification, plus higher classification, shall be laid off first.

c) In the event of equal seniority, preference shall be given to unit members with the longest total service, as a unit member of the District. If a tie exists at the time of hire or promotion, the assistant superintendent of Human Resources or designee, together with the Association president or designee, will draw lots to determine order of seniority.

d) Unit members who have been reinstated within thirty-nine (39) months following a separation from service shall have their date of hire adjusted to account for periods of nonemployment.

15.3 Demotion In Lieu Of Layoff/Bumping Rights

15.3.1 The most senior unit member in a classification whose position has been eliminated shall be allowed to displace (bump) the least senior unit member within the same classification, who is assigned the same number of hours per day and days per year, as the affected unit member.

1 If no position exists with the same number of daily assigned hours and days per year the affected
2 unit member may then bump the least senior unit member within the same classification with the
3 closest number of contracted hours per year (this action may result in an increase or decrease in
4 contracted hours). A unit member bumping into a lesser work schedule shall be placed on a
5 reemployment list for his/her former work schedule for a period of sixty-three (63) months.

6 **15.3.2** A unit member who has no bumping rights or who waives the opportunity to exercise
7 bumping rights will be laid off and will be placed on a reemployment list for his/her former
8 classification for a period of thirty-nine (39) months.

9 **15.3.3** To be considered for demotion in lieu of layoff, the unit member shall be required to notify
10 the District Human Resources Office in writing of such election not later than five (5) working days
11 after receiving the notice of layoff.

12 **15.3.4** In all cases where unit members accept a demotion, a reduction in time (hours, days or
13 months) in lieu of layoff, their names shall be placed on the thirty-nine (39) month reemployment
14 list. The thirty-nine (39) month reemployment list will include an additional twenty-four (24)
15 months, totaling sixty-three (63) months, for the classification from which they were demoted.

16 **15.4 Reemployment**

17 **15.4.1** A reemployment list for each classification subjected to layoffs will be established and
18 maintained for at least thirty-nine (39) months or until exhausted, whichever is sooner. For the
19 period the reemployment list is in effect, the laid off unit member will be notified, in order of
20 seniority, of openings in the classification from which they were laid off.

21 **15.4.2** Unit members on reemployment lists shall be employed in vacant positions in their previous
22 classification over all other available candidates except for reemployment lists established in
23 accordance with the provisions of Education Code sections 45192 and 45195, in which case such
24 persons shall be listed in accordance with their seniority.

25 **15.4.3** When a vacancy occurs in a classification for which a layoff reemployment list has been
26 established, the senior unit member on the list will be notified and given an opportunity to accept the
27 vacancy.

28 a) If unable to reach by telephone in one (1) day, the District shall provide the senior unit
29 member on the list with an opportunity to accept the vacant position within ten (10) calendar days of
30 the mailing date of notification by registered or certified mail. It shall be the responsibility of any
31 laid off unit member to provide the District, during a layoff, with his/her current mailing address and
32 telephone number.

33 b) A unit member on a reemployment list will be given a maximum of three (3) offers of
34 employment in his/her former classification from which the unit member was laid off. The unit
35 member must accept the third and final offer of reemployment. No additional offers shall be made
36 and the unit member will be removed from the thirty-nine (39) month reemployment list.

37 **15.5 Rights Upon Reemployment**

38 **15.5.1** A unit member reemployed within the same classification within thirty-nine (39) months
39 after being laid off shall be entitled to rights of permanent status. Seniority, benefits, or service
40 credit shall not accrue during the period of layoff.

1 **15.6 Negotiations**

2 **15.6.1** The Association shall submit in writing a request to the District to negotiate the effects of the
3 layoff or the decision to reduce hours, within ten (10) working days of the school Board's decision to
4 layoff or reduce hours of the classified unit members. The District and the Association shall
5 schedule a minimum of three (3) negotiation sessions, within thirty (30) calendar days following the
6 request to bargain, unless there is a mutual agreement to extend the time lines.

ARTICLE 16: DISCIPLINARY ACTION

16.1 Exclusive Procedure

16.1.1 Discipline imposed upon bargaining unit members shall be only pursuant to this article.

16.2 Causes For Disciplinary Action

16.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action is deemed to be any action which includes dismissal, demotion, and suspension.

16.3 Disciplinary Action Limitations

16.3.1 Disciplinary action on any unit member shall not be taken for any cause which arose more than two (2) years preceding the date of filing of final notice unless such cause was concealed or undisclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

16.4 Disciplinary Procedures

16.4.1 Permanent unit members shall be subject to disciplinary action for cause only. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

16.5 Notification and Hearing - Permanent Unit Members

16.5.1 Notice Prior to Disciplinary Action: A permanent unit member who is recommended by the Superintendent or his designee to the Board of Education to be suspended, demoted, or dismissed from the District shall be given a notice of disciplinary action which shall contain:

- a) A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the disciplinary action is based.
- b) A statement of the cause for the action taken, and if it is claimed that an employee has violated any rule or regulation, such rule or regulation shall be set forth in said notice.
- c) A statement of the action proposed to the Board of Education containing the recommended effective date of such discipline.
- d) A statement that the employee has a right to a hearing on such charges if demanded within ten (10) days after service of the notice to the unit member.
- e) A form, the signing and filing of which, shall constitute a demand for hearing and denial of all charges. Such notice shall contain a statement which allows the unit member the right to an open or closed hearing. This notice shall be served on the unit member by certified mail or by personal service. If the unit member fails to make a timely request for a hearing, the Board of Education may act upon said charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.

16.5.2 If the District determines that a disciplinary suspension should be imposed prior to any hearing being afforded the employee, it may proceed with such suspension subject to the following conditions:

- a) Charges must be provided to employee being disciplined within four (4) working days of the event giving rise to the discipline.
- b) Employee shall have ten (10) working days from receipt of charges to demand a hearing on them.

c) Suspension shall be one of paid administrative leave pending the final decision by the Board of Education or its designee. Should the suspension be upheld, the number of days the unit member was suspended shall be deducted from the following month's salary.

16.6 Hearing Procedure

16.6.1 Informal Hearing (Skelly): If the unit member requests an informal "Skelly" hearing, he/she shall be given written notification of the date and time of such hearing. The hearing shall be conducted by a hearing officer, who shall be a Chino Valley Unified School District assistant superintendent or director, which shall be mutually agreed upon by the District and the Association through the striking process. The hearing officer shall determine whether the recommendation shall be submitted to the Board of Education for action. The hearing officer shall communicate in writing to the unit member of his/her recommendation.

16.6.2 Should the discipline be sustained the unit member is entitled to an appeal before the school Board. The decision of the Board of Education shall be final.

16.7 Immediate Suspension

16.7.1 Nothing herein shall preclude the District from effectuating an immediate suspension with subsequent action pursuant to Section 16.5 of this Article when reasonable cause exists to believe that the unit member's presence at work could prove to be harmful or injurious to the District. Prior to affecting an immediate suspension by the Superintendent or the Director of Human Resources, the unit member shall be given notice of such proposed suspension, the reason for proposed suspension, and the opportunity to respond. This notice and the opportunity to respond shall be in writing. Such suspension shall be with pay if the dismissal is subsequently overruled.

16.7.2 Any unit member charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint, information or indictment filed in a court of competent jurisdiction, may be suspended as provided for in Section 45304 of the Education Code.

16.8 This Article shall not be subject to Article 5 of this Agreement.

ARTICLE 17: SAFETY CONDITIONS OF EMPLOYMENT

17.1 The District shall make a conscientious effort to implement and use practices and processes which are recommended by the District Safety Officer for adequate protection and safety of unit members.

17.2 The parties to this Agreement are expected to comply with standards prescribed by applicable state and local laws and regulations affecting unit members' safety.

17.3 Unit members may notify their immediate supervisor concerning unsafe conditions or equipment in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition or equipment and advise the unit member of any findings and/or suggested corrective action. During the investigation, the District shall not require the unit member to work in an unsafe condition or operate unsafe equipment.

17.4 There shall be at each work site a Safety Committee, the composition of which shall include one unit member.

17.5 A District Safety Committee, comprised of two (2) appointees of the Association and two (2) appointees of the District, shall meet on a regular basis to review any safety condition problems and, if necessary, make written recommendations to the Superintendent regarding such safety conditions. The District Safety Committee shall not stand in place of a Site Committee.

17.6 The District shall:

- a) Make a good faith effort to provide a safe and secure work place.
- b) Assure that all unit members are provided time for necessary restroom breaks.
- c) Provide training for those unit members who are required to perform special medical procedures.
- d) Maintain a working environment in which all employees are treated in a professional manner.

ARTICLE 18: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect and will be subject to the negotiating process between the Association and the District in an effort to find a replacement provision, but all other provisions shall remain in full force and effect.

ARTICLE 19: LOCKOUTS AND STRIKES

19.1 The District agrees not to participate or call, sanction, or engage in a lockout affecting unit employees.

19.2 During the term of this Agreement neither the Association nor its members will authorize, encourage or engage in a strike, work stoppage, slowdown, or mass absenteeism against the District.

1 **ARTICLE 20: EFFECT OF AGREEMENT**

2 **20.1** It is understood and agreed that the specific provisions contained in this Agreement shall
3 prevail over District practices and procedures unless prohibited by State law.

4 **20.2** During the term of this Agreement, the Association and the District expressly waive the right
5 to meet and negotiate with respect to any subject matter, covered or referred to in this Agreement.
6
7

8 **ARTICLE 21: NEGOTIATIONS PROCEDURES**

9 **21.1** Not later than ninety (90) calendar days preceding the expiration date of this Agreement, the
10 Association shall make its initial proposal to the District for the purpose of negotiating a successor
11 agreement.

12 **21.2** Not later than ten (10) working days following the public hearings required by law on such
13 proposals, the District and the Association shall commence negotiations concerning the successor
14 agreement.

15 **21.3** The District shall furnish the Association, upon request, a copy of the documents which are
16 necessary for the Association to fulfill its role as exclusive bargaining representative.

17 **21.4 Reopening of Negotiations**

18 For the 2013-2014 and 2014-2015 fiscal years, the Association and the District shall reopen
19 negotiations on Wages Section 12.1 and Health and Welfare Benefits Section 12.2. In addition, by
20 mutual agreement, the Association and the District may open additional articles.

21 The District and the Association mutually agree to reopen Article 9 as part of the 2013-2014
22 negotiations.
23
24

25 **ARTICLE 22: TERM**

26 This agreement shall remain in full force and effect from July 1, 2012, through June 30, 2015.
27

1 The parties agree to use throughout the Agreement those same spellings, punctuation, grammar,
2 references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other
3 editorial changes prior to distribution of the Agreement, as long as those changes do not alter the
4 intent or scope of the Agreement.

5
6 FOR THE DISTRICT

7
8 
9 _____

10 Norm Enfield, Ed.D.
11 Assistant Superintendent, Human Resources
12

13 10-3-2013
14

15 DATE
16
17

FOR THE ASSOCIATION



Denise Arroyo
President

Oct 3, 2013

DATE

18 Adopted by the Board of Education: September 19, 2013

APPENDIX A

The Chino Valley Unified School District recognizes the California School Employees Association, and its Chino Chapter 102, as the exclusive representative for purposes of the Rhodda Act (Government Code Section 3540, et seq. Title I, Division 4, Chapter 10.7) for the employees in the representation unit of the following classifications:

CLERICAL

Account Clerk I
Account Clerk II
Risk Management Technician
Account Clerk III/Facilities & Planning
Accountant I
Accountant II
Accountant II/Facilities & Planning
Accountant II/Position Control
Administrative Secretary I
Administrative Secretary II
Administrative Secretary III
Administrative Secretary IV
Alternative Ed. Work
 Center Outreach Advisor
ASB Student Store Clerk
Assessment Technician
Asst. Principal Secretary
Attendance Clerk
Behavior Intervention Records Asst.
Bilingual Typist Clerk I
Billing Specialist
Career Center Guidance Technician
Categorical Programs Technician
Child Development Program Clerk II
Child Development Program Tech.
Communications Technician
Counseling Assistant
Credential Technician
District Attendance Liaison
District Attendance Aide II
District Attendance Technician
District Community Attendance Liaison
District Postal Clerk
District Media Center Clerk
District Media Center Operations Technician
District Media Center Specialist
District Purchasing Assistant
District Receptionist
District Secretary
District Student Body Finance Technician
District Student Records Specialist
Elem. Library/Media Ctr. Asst.
Finance Technician
Fringe Benefits Technician
Grant Prog. Supp. Spec./Suppl. Funding
Health Technician
High School Receptionist
Insurance Claims Examiner
Interfund Control Clerk
Nutrition Services Fiscal Technician
Payroll Technician
Payroll Clerk II
Payroll Clerk III

CLERICAL

Purchasing Clerk II
Purchasing Clerk III
Registrar
School Secretary I
School Secretary II
Sec. Library/Media Asst.
Student Personnel Specialist
Student Body Finance Clerk
Supplemental Instruction Support Technician
Typist Clerk I
Typist Clerk II
WIA Employment Placement Specialist
Workforce Investment Act Career Technician

TECHNICAL

Athletic Trainer
Audio Visual/Computer Elec. Tech.
Comp. Network Spec./Repair Tech.
Computer Operations Support Tech. II
Computer Operations Tech. I
Computer Support Assistant
District Videographer
Duplicating Dept. Clerk
Duplication Operator
Electronics Technician I
Electronics Technician II
Four-Color Specialist
Lead Duplicating Technician
Lead Comp. Network Spec./Repair Tech.
Network Support Specialist
Offset Press Operator
Offset Press Operator Spec.
Programmer I
Programmer Analyst I

NUTRITION SERVICES

Central Kitchen Assistant I
Central Kitchen Assistant II
Nutrition Services Assistant I
Nutrition Services Assistant II
Nutrition Services Manager I
Nutrition Services Manager II
Nutrition Services Manager III
NS/Roving Mgr./Caterer/Central Kt. Asst.

TRANSPORTATION

Automotive Service Person
Bus Driver
Driver Trainer
Dispatcher/Scheduler
Mechanic I
Mechanic II

APPENDIX A

CLERICAL

Personnel Clerk I
Personnel Clerk II
Personnel Clerk III

INSTRUCTIONAL

Bilingual-Portuguese
Bilingual-Bilit./Spanish
Bilingual-Bilit./Generic
Behavior Intervention Aide/Special Education
Child Care Specialist
IA/Computer Assisted Instruction
IA/Curriculum Lab
IA/Childhood Education
IA/Elementary Grade Level
IA/Elem. Physical Education
Remedial Reading
ROP/Auto Body/Paint
IA/Secondary Grade Level
IA/Special Education
IA/Severely Handicapped/SH
IA/Visually Handicapped
IA/Voc./Special Education
School Community Liaison
Comm. Liaison/Bil.-Spanish
Speech-Language Pathology Assistant
Testing Aide/Bil-Bilit.
GED Testing Proctor
Interpreter-Hearing Impaired

MAINTENANCE/OPERATIONS

Audio Visual Elec. Tech. II
Custodian I
Custodian II
Custodian I/Carpet-Flooring
Custodian II/Carpet-Flooring
Custodian III/Carpet-Flooring
Custodian Specialist
Draftsperson
Electronics Technician I
Electronics Technician II
Energy Resource Conservation Tech.
Lead Electronics Technician
Grounds Worker I
Grounds Worker II
Grounds Worker III
Grounds Equipment Operator II
Pesticide Appl./Grounds Equip. Oper. II
Grounds Equipment Operator III
Heavy Grounds Equipment Operator II
Heavy Grounds Equipment Operator III
Maintenance I
Carpenter
Electrician
Fire System Repair
General Maintenance
Heating/Vent./Air cond./Ref.
Locksmith
Painter
Plumber
Sheet Metal
Small Engine Repair
Welder

TRANSPORTATION

Mechanic III
Trans. Glazer/Upholster

MAINTENANCE/OPERATIONS

Maintenance II
Carpenter
Electrician
Equipment Repair
Fire System Repair
General Maintenance
Heating/Vent./Air Cond./Ref.
Locksmith
Painter
Plumber
Sheet Metal
Welder
Maintenance III
Carpenter
Crafts Specialist
Electrician
Equipment Repair
Fire System Technician
Heating/Vent./Air cond./Ref.
Locksmith
Metal Worker/Welder
Painter
Plumber
Sheet Metal
Small Engine Repair
Welder
Maintenance Lead worker
Carpenter
Electrician
Heating/Vent./Air Cond./Ref.
Painter
Plumber
Maintenance Pool Technician
Maintenance Scheduler/Parts Fac.
Maint. Sprinkler Tech. I
Maint. Sprinkler Tech. II
Maint. Sprinkler Tech. III
Office Machines Tech. I
Office Machines Tech. II
Office Machines Tech. III
Security Person
Senior Security Officer
Lead Storekeeper/Warehouse Delivery Person
Storekeeper
Maint. Material/Equipment Facilitator
Warehouse and/or Delivery Worker

MISCELLANEOUS

**Avid Tutor
**Campus/Noon Ground Supervisor
**Farm Manager
**Substitutes
**Temporary Employees
**NOTE: These positions, which are unique amongst themselves, are excluded from the bargaining unit.

Revised: September 12, 2013

APPENDIX A

and excluding the following positions:

MANAGEMENT AND CONFIDENTIAL

Accounting Manager
Administrative Secretary, Board of Education
Administrative Secretary I
Administrative Secretary IIA
Administrative Secretary III
After School Grant Funded Manager
Assistant Director, Nutrition Services
Assistant Superintendent, Business/Operations
Assistant Superintendent, Facilities/Planning
Behavior Intervention Counselor
Behavior Intervention Program Supervisor
Behavioral Health Clinical Supervisor
Behavioral Health Counselor
Child Development Coordinator
Coordinator, Information Services

Director of Business Services
Director of Communications
Director of Maintenance/Operations
Director of Nutrition Services
Director of Risk Management & Human Resources
Director of Technology
Director of Transportation
Duplicating Manager
Finance Technician
Maintenance & Operations Supervisor
Occupational Therapist
Operations Manager, Nutrition Services
Payroll Supervisor
Personnel Technician
Secretary to the Superintendent

APPENDIX B

CHINO VALLEY UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE (Effective: 7/1/2013)

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
15	10.95	11.50	12.08	12.68	13.31
16	11.23	11.79	12.38	13.00	13.65
17	11.51	12.08	12.69	13.32	13.99
18	11.80	12.39	13.01	13.66	14.34
19	12.09	12.70	13.33	14.00	14.70
20	12.39	13.01	13.66	14.35	15.06
21	12.70	13.34	14.01	14.71	15.44
22	13.02	13.67	14.36	15.07	15.83
23	13.35	14.01	14.71	15.45	16.22
24	13.68	14.36	15.08	15.84	16.63
25	14.02	14.72	15.46	16.23	17.04
26	14.37	15.09	15.85	16.64	17.47
27	14.73	15.47	16.24	17.05	17.91
28	15.10	15.85	16.65	17.48	18.35
29	15.48	16.25	17.06	17.92	18.81
30	15.86	16.66	17.49	18.37	19.28
31	16.26	17.07	17.93	18.82	19.77
32	16.67	17.50	18.38	19.29	20.26
33	17.08	17.94	18.84	19.78	20.77
34	17.51	18.39	19.31	20.27	21.29
35	17.95	18.85	19.79	20.78	21.82
36	18.40	19.32	20.28	21.30	22.36
37	18.86	19.80	20.79	21.83	22.92
38	19.33	20.30	21.31	22.38	23.49
39	19.81	20.80	21.84	22.94	24.08
40	20.31	21.32	22.39	23.51	24.68
41	20.82	21.86	22.95	24.10	25.30
42	21.34	22.40	23.52	24.70	25.93
43	21.87	22.96	24.11	25.32	26.58
44	22.42	23.54	24.71	25.95	27.25
45	22.98	24.13	25.33	26.60	27.93
46	23.55	24.73	25.96	27.26	28.63
47	24.14	25.35	26.61	27.94	29.34
48	24.74	25.98	27.28	28.64	30.08
49	25.36	26.63	27.96	29.36	30.83
50	26.00	27.30	28.66	30.09	31.60
51	26.65	27.98	29.38	30.85	32.39
52	27.31	28.68	30.11	31.62	33.20
53	27.99	29.39	30.86	32.41	34.03
54	28.69	30.13	31.64	33.22	34.88
55	29.41	30.88	32.43	34.05	35.75
56	30.15	31.65	33.24	34.90	36.64
57	30.90	32.45	34.07	35.77	37.56
58	31.67	33.26	34.92	36.67	38.50
59	32.47	34.09	35.79	37.58	39.46
60	33.28	34.94	36.69	38.52	40.45

MONTHLY SALARY IS CALCULATED AS FOLLOWS:

HOURLY RATE TIMES NUMBER OF HOURS TIMES TOTAL NUMBER OF CONTRACT DAYS DIVIDED BY TOTAL MONTHS IN PAID STATUS

LONGEVITY: 3% per month upon completion of 10 years of service in Chino
5% per month upon completion of 15 years of service in Chino
7% per month upon completion of 20 years of service in Chino

9% per month upon completion of 25 years of service in Chino
11% per month upon completion of 30 years of service in Chino

**SALARY SCHEDULE IS BASED ON 40-HOUR WORK WEEK AND 173.33 HOURS PER AVERAGE MONTH.
STEP ADVANCEMENT IS SUBJECT TO SATISFACTORY EVALUATION.**

APPENDIX B

<u>CLERICAL</u>	<u>RANGE</u>	<u>CLERICAL</u>	<u>RANGE</u>
Account Clerk I	28	Purchasing Clerk II	32
Account Clerk II	32	Purchasing Clerk III	36
Risk Management Technician	40	Registrar	32
Account Clerk III/Facilities & Planning	37	School Secretary I	36
Accountant I	43	School Secretary II	38
Accountant II	46	Sec. Library/Media Asst.	30
Accountant II/Facilities & Planning	46	Student Personnel Specialist	31
Accountant II/Position Control	46	Student Body Finance Clerk	31
Administrative Secretary I	40	Supplemental Instruction Support Technician	34
Administrative Secretary II	48	Typist Clerk I	26
Administrative Secretary III	50	Typist Clerk II	29
Administrative Secretary IV	52	WIA Employment Placement Specialist	29
Alternative Ed. Work		Workforce Investment Act Career Technician	35
Center Outreach Advisor	30		
ASB Student Store Clerk	27	<u>TECHNICAL</u>	<u>RANGE</u>
Assessment Technician	40	Athletic Trainer	42
Asst. Principal Secretary	32	Audio Visual/Computer Elec. Tech.	52
Attendance Clerk	29	Comp. Network Spec./Repair Tech.	52
Behavior Intervention Records Asst.	29	Computer Operations Support Tech. II	42
Bilingual Typist Clerk I	28	Computer Operations Tech. I	32
Billing Specialist	40	Computer Support Assistant	32
Career Center Guidance Technician.	34	District Videographer	40
Categorical Programs Technician	40	Duplicating Dept. Clerk	27
Child Development Program Clerk II	30	Duplication Operator	29
Child Development Program Tech.	40	Electronics Technician I	39
Communications Technician	40	Electronics Technician II	49
Counseling Assistant	33	Four-Color Specialist	38
Credential Technician	44	Lead Duplicating Technician	41
District Attendance Liaison	29	Lead Comp. Network Spec./Repair Tech.	55
District Attendance Aide II	30	Network Support Specialist	41
District Attendance Technician	40	Offset Press Operator	32
District Community Attendance Liaison	28	Offset Press Operator Spec.	35
District Postal Clerk	26	Programmer I	41
District Media Center Clerk	27	Programmer Analyst I	51
District Media Center Operations Technician	34		
District Media Center Specialist	32	<u>NUTRITION SERVICES</u>	<u>RANGE</u>
District Purchasing Assistant	41	Central Kitchen Assistant I	18
District Receptionist	27	Central Kitchen Assistant II	23
District Secretary	32	Nutrition Services Assistant I	16
District Student Body Finance Technician	40	Nutrition Services Assistant II	18
District Student Records Specialist	29	Nutrition Services Manager I	23
Elem. Library/Media Ctr. Asst.	28	Nutrition Services Manager II	28
Finance Technician	54	Nutrition Services Manager III	35
Fringe Benefits Technician	40	NS/Roving Mgr./Caterer/Central Kt. Asst.	35
Grant Prog. Supp. Spec./Suppl. Funding	30		
Health Technician	30	<u>TRANSPORTATION</u>	<u>RANGE</u>
High School Receptionist	27	Automotive Service Person	31
Insurance Claims Examiner	36	Bus Driver	32
Interfund Control Clerk	38	Driver Trainer	35
Nutrition Services Fiscal Technician	40	Dispatcher/Scheduler	34
Payroll Technician	40	Mechanic I	35
Payroll Clerk II	32	Mechanic II	42
Payroll Clerk III	36	Mechanic III	46
Personnel Clerk I	28	Trans. Glazer/Upholster	40
Personnel Clerk II	32		
Personnel Clerk III	36		

APPENDIX B

INSTRUCTIONAL

Bilingual-Portuguese	26
Bilingual-Bilit./Spanish	26
Bilingual-Bilit./Generic	26
Behavior Intervention Aide/Spec. Ed.	28
Child Care Specialist	30
IA/Computer Assisted Inst.	26
IA/Curriculum Lab	26
IA/Childhood Education	26
IA/Elementary Grade Level	26
IA/Elem. Physical Education	26
Remedial Reading	26
ROP/Auto Body/Paint	26
IA/Secondary Grade Level	26
IA/Special Education	26
IA/Severely Handicapped/SH	26
IA/Visually Handicapped	26
IA/Voc./Special Education	26
School Community Liaison	28
Comm. Liaison/Bil.-Span.	28
Speech-Language Pathology Assistant	30
Testing Aide/Bil-Bilit.	28
GED Testing Proctor	26
Interpreter-Hearing Impaired	30

MAINTENANCE/OPERATIONS

Audio Visual Elec. Tech. II	52
Custodian I	29
Custodian II	32
Custodian I/Carpet-Flooring	29
Custodian II/Carpet-Flooring	32
Custodian III/Carpet-Flooring	38
Custodian Specialist	38
Draftsperson	41
Electronics Technician I	39
Electronics Technician II	49
Energy/Resource Conservation Tech.	39
Lead Electronics Technician	52
Grounds worker I	29
Grounds worker II	32
Grounds worker III	36
Grounds Equipment Oper. II	34
Pesticide Appl./Grds. Equip. Oper. II	36
Grounds Equipment Oper. III	40
Heavy Grounds Equipment Oper. II	34
Heavy Grounds Equipment Oper. III	40
Maintenance I	
Carpenter	35
Electrician	35
Fire System Repair	32
General Maintenance	32
Heating./Vent./Air Cond./Ref.	38
Locksmith	32
Painter	32
Plumber	38
Sheet Metal	32
Small Engine Repair	32
Welder	32

RANGE

MAINTENANCE/OPERATIONS

Maintenance II	
Carpenter	39
Electrician	39
Equipment Repair	36
Fire System Repair	36
General Maintenance	36
Htg./Vent./Air Cond./Ref.	42
Locksmith	36
Painter	36
Plumber	42
Sheet Metal	36
Welder	36
Maintenance III	
Carpenter	43
Craft Specialist	40
Electrician	46
Equipment Repair	40
Fire System Technician	40
Heating/Vent./Air Cond./Ref.	46
Locksmith	40
Metal Worker/Welder	46
Painter	40
Plumber	46
Sheet Metal	40
Small Engine Repair	40
Welder	40
Maintenance Lead Worker	
Carpenter	46
Electrician	46
Heating/Vent./Air Cond./Ref.	49
Painter	43
Plumber	49
Maintenance Pool Technician	36
Maintenance Scheduler/Parts Fac.	42
Maintenance Sprinkler Technician I	35
Maintenance Sprinkler Technician II	39
Maintenance Sprinkler Technician III	43
Office Machines Technician I	32
Office Machines Technician II	36
Office Machines Technician III	40
Security Person	34
Senior Security Officer	36
Lead Storekeeper/Warehouse Delivery Person	39
Storekeeper	36
Maintenance Material/Equipment Facilitator	43
Warehouse and/or Delivery Worker	31

MISCELLANEOUS

**Avid Tutor
 **Campus/Noon Ground Supervisor
 **Farm Manager
 **Substitutes
 **Temporary Employees

**NOTE: These positions, which are unique amongst themselves, are excluded from the bargaining unit.

Revised: 09/12/2013

APPENDIX C

VACATION DAYS WILL BE EARNED BASED ON THE FOLLOWING SCHEDULE:					
Number of Contract Days	1 year of employment	2-5 years of employment	6-10 years of employment	11-15 years of employment	over 15 years of employment
261	10	12	15	18	22
260	10	12	15	18	22
259	10	12	15	18	22
258	10	12	15	18	22
257	10	12	15	18	22
256	10	12	15	18	22
255	10	12	15	18	22
254	10	12	15	18	22
253	10	12	15	18	22
252	10	12	15	18	22
251	10	12	15	18	22
250	10	12	15	18	22
249	10	12	15	18	21
248	10	12	15	18	21
247	10	12	15	17	21
246	10	12	15	17	21
245	10	12	15	17	21
244	10	12	14	17	21
243	10	12	14	17	21
242	10	12	14	17	21
241	10	11	14	17	21
240	10	11	14	17	21
239	10	11	14	17	21
238	10	11	14	17	21
237	10	11	14	17	20
236	9	11	14	17	20
235	9	11	14	17	20
234	9	11	14	17	20
233	9	11	14	17	20
232	9	11	14	16	20
231	9	11	14	16	20
230	9	11	14	16	20
229	9	11	14	16	20
228	9	11	14	16	20
227	9	11	13	16	20
226	9	11	13	16	19
225	9	11	13	16	19
224	9	11	13	16	19
223	9	11	13	16	19
222	9	11	13	16	19

APPENDIX C

VACATION DAYS WILL BE EARNED BASED ON THE FOLLOWING SCHEDULE:					
Number of Contract Days	1 year of employment	2-5 years of employment	6-10 years of employment	11-15 years of employment	over 15 years of employment
221	9	11	13	16	19
220	9	11	13	16	19
219	9	11	13	16	19
218	9	10	13	15	19
217	9	10	13	15	19
216	9	10	13	15	19
215	9	10	13	15	19
214	9	10	13	15	18
213	9	10	13	15	18
212	9	10	13	15	18
211	9	10	13	15	18
210	8	10	13	15	18
209	8	10	12	15	18
208	8	10	12	15	18
207	8	10	12	15	18
206	8	10	12	15	18
205	8	10	12	15	18
204	8	10	12	15	18
203	8	10	12	14	18
202	8	10	12	14	17
201	8	10	12	14	17
200	8	10	12	14	17
199	8	10	12	14	17
198	8	10	12	14	17
197	8	10	12	14	17
196	8	9	12	14	17
195	8	9	12	14	17
194	8	9	12	14	17
193	8	9	12	14	17
192	8	9	11	14	17
191	8	9	11	14	17
190	8	9	11	14	16
189	8	9	11	13	16
188	8	9	11	13	16
187	8	9	11	13	16
186	8	9	11	13	16
185	8	9	11	13	16
184	7	9	11	13	16
183	7	9	11	13	16
182	7	9	11	13	16
181	7	9	11	13	16
180	7	9	11	13	16

APPENDIX C

VACATION DAYS WILL BE EARNED BASED ON THE FOLLOWING SCHEDULE:					
Number of Contract Days	1 year of employment	2-5 years of employment	6-10 years of employment	11-15 years of employment	over 15 years of employment
179	7	9	11	13	16
178	7	9	11	13	16
177	7	9	11	13	15
176	7	9	11	13	15
175	7	8	11	13	15
174	7	8	10	12	15
173	7	8	10	12	15
172	7	8	10	12	15
171	7	8	10	12	15
170	7	8	10	12	15
169	7	8	10	12	15
168	7	8	10	12	15
167	7	8	10	12	14
166	7	8	10	12	14
165	7	8	10	12	14
164	7	8	10	12	14
163	7	8	10	12	14
162	7	8	10	12	14
161	7	8	10	12	14
160	7	8	10	11	14
159	7	8	10	11	14
158	7	8	10	11	14
157	6	8	9	11	14
156	6	8	9	11	14
155	6	8	9	11	13
154	6	8	9	11	13
153	6	7	9	11	13
152	6	7	9	11	13
151	6	7	9	11	13
150	6	7	9	11	13
149	6	7	9	11	13
148	6	7	9	11	13
147	6	7	9	11	13
146	6	7	9	11	13
145	6	7	9	10	13
144	6	7	9	10	13
143	6	7	9	10	13
142	6	7	9	10	12
141	6	7	9	10	12
140	6	7	8	10	12
139	6	7	8	10	12
138	6	7	8	10	12

APPENDIX C

VACATION DAYS WILL BE EARNED BASED ON THE FOLLOWING SCHEDULE:					
Number of Contract Days	1 year of employment	2-5 years of employment	6-10 years of employment	11-15 years of employment	over 15 years of employment
137	6	7	8	10	12
136	6	7	8	10	12
135	6	7	8	10	12
134	6	7	8	10	12
133	6	7	8	10	12
132	6	7	8	10	12
131	5	6	8	9	11
130	5	6	8	9	11
129	5	6	8	9	11
128	5	6	8	9	11
127	5	6	8	9	11
126	5	6	8	9	11
125	5	6	8	9	11
124	5	6	8	9	11
123	5	6	8	9	11
122	5	6	7	9	11
121	5	6	7	9	11
120	5	6	7	9	11
119	5	6	7	9	10
118	5	6	7	9	10
117	5	6	7	9	10
116	5	6	7	8	10
115	5	6	7	8	10
114	5	6	7	8	10
113	5	6	7	8	10
112	5	6	7	8	10
111	5	6	7	8	10
110	5	6	7	8	10
109	5	5	7	8	10
108	5	5	7	8	10
107	5	5	7	8	9
106	5	5	7	8	9
105	4	5	6	8	9
104	4	5	6	8	9
103	4	5	6	8	9
102	4	5	6	7	9
101	4	5	6	7	9
100	4	5	6	7	9

APPENDIX D

The District and the Association agree that the use of volunteers shall not result in the layoff of classified employees nor endanger the health and safety of students/staff.

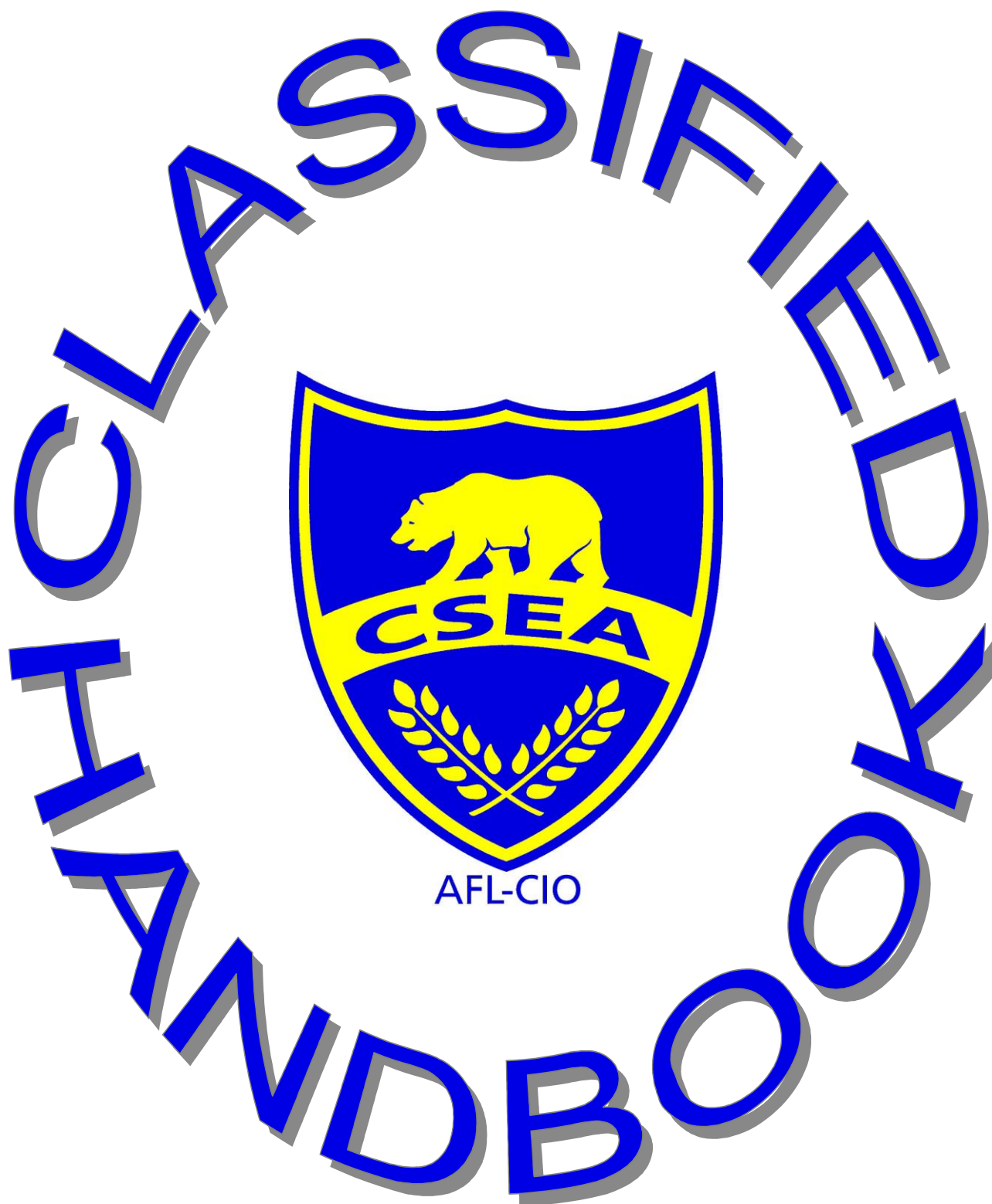
The purpose of volunteers shall be to enhance the educational environment while providing positive community service models for students.

Volunteers may be involved with instructional or non-instructional activities/tasks that are short in duration. Volunteers shall not supplant or replace District employees in performing work that is customarily and routinely performed by bargaining unit employees.

The following activities/tasks are examples of what volunteers may perform on occasion, but not limited to: working one-on-one with students, helping to supervise students in instructional activities, assisting instructional aides, picking up trash/litter, dusting classrooms, gardening (weeding and raking) around school sites, collecting recyclable products, helping re-arrange classrooms, generally beautifying outside and inside schools and classrooms, helping in disaster preparedness and cleaning picnic tables/benches. Any project that modifies the facility must be approved by the Director of Maintenance and Operations.

Should an occasion arise where the site administrator desires to use volunteers, plans for such use must be submitted to the Assistant Superintendent/Director of Human Resources in advance of the activity. The Director shall respond to the site administrator within five (5) days of receipt of the notice, after meeting for review with the Association to determine if the activities/tasks are in keeping with the Contract guidelines.

When the parties cannot agree or need further clarification, the Superintendent or designee will mediate and provide a resolution within five (5) working days.



HANDBOOK
FOR
CLASSIFIED EMPLOYEES

BOARD OF EDUCATION

Mrs. Sylvia Orozco

Mr. James Na

Mrs. Irene Hernandez-Blair

Mr. Andrew Cruz

Mr. Charles E. Dickie

DISTRICT ADMINISTRATION

Wayne M. Joseph

Superintendent

CLASSIFIED HANDBOOK

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RECRUITMENT

The District strives to secure the best personnel available for the various requirements in Chino Valley schools, to consider as its primary objective the securing of employees who will command the respect of children, parents, and fellow workers, and to see that these employees have an adequate knowledge of the work they are assigned to do, and have an ability to get along with people.

When vacancies occur, the District may recruit applicants by advertising on Edjoin, District T.V. channels, in local newspapers, by contacting State and private employment agencies, and shall post vacancies on all designated Association bulletin boards. Any combination of written, oral, and task performance tests may be administered to secure the best qualified applicants.

At all times, an attempt will be made to promote from within the District's classified staff.

REQUIREMENTS FOR EMPLOYMENT

Following appointment by the Board of Education, all employees must complete various forms and meet other requirements, as indicated below, in order to be paid properly. All requirements must be completed before pay warrants are released.

In addition, the District may require a medical examination, at its discretion and expense, of any applicant.

Employee responsibilities include the following:

1. Completion of income tax forms. Bring your Social Security card with you. Also present a copy of your high school diploma if position requires a 12th grade education.
2. Sign an employment form and take an oath or affirmation.
3. Complete an emergency information sheet.
4. Complete an insurance enrollment form.
5. Complete Sexual Misconduct Training.
6. Present evidence of an examination for tuberculosis prior to employment and every four years thereafter.

CLASSIFIED PERSONNEL POLICIES

The Board of Education has adopted policies and administrative regulations designed to protect the rights and define the duties and responsibilities of classified employees in the District. These policies implement the provisions of the California Education Code, comply with the laws governing public employees.

This handbook is an abstract of some of the policies relating to classified personnel. The District's Board Policy and Administrative Regulations can be found on the District's webpage.

GENERAL GUIDELINES

All work performed by Classified staff members is for the purpose of rendering service to the educational program of the school district. It is essential that this service be of the highest quality possible.

Don't be afraid to ask questions. You are expected to know your hours of work and have a clear understanding of lunch and break periods; where and how to sign in and out; to whom to report if you must be absent from work; exact responsibilities of your job; where and how supplies are obtained. If these or other questions are not clear, **ASK YOUR SUPERVISOR.**

Be prompt in reporting for work and in completing assigned tasks.

Keep your work area neat. Your work area not only makes an impression on everyone who approaches it during the day, but efficiency drops as clutter accumulates.

Respect supplies and equipment. These are expensive items. Take care of them as if they were your own property. In this way, they will give you the best service.

Although school matters are largely matters of public record, releasing information is the function of specific offices or individuals on staff. There are laws governing the release of student and staff information. All employees should know the policies regarding release of information and the persons to whom requests for information should be referred.

Classification

As a new employee, you will receive a copy of the job description for your class of work. Your classification determines the type of work you are expected to perform and the job description outlines both general and specific job duties. Each class is assigned a salary range which proceeds through five steps. You may be temporarily assigned to other more responsible duties by your supervisor. If this assignment is for a period of more than five (5) days within a 15 day period, your pay rate will be adjusted to the step increment you would receive if you were promoted to that position.

Keys

Persons authorized to have keys to schools and offices must use extreme care to prevent loss or the use by unauthorized persons. No duplicate of keys assigned to you should be made. If a key for which you are responsible is lost, report the loss immediately to your supervisor.

Rest Break and Lunch Time

Supervisors shall arrange and assure all eligible unit members take their breaks and lunch in accordance with Article 6, Sections 6.5 and 6.6, of the CSEA contract.

All unit members will be granted a rest period of fifteen (15) minutes during every four (4) consecutive hours of work. Said rest period shall occur at or near a mid-point of the shift. In the case of classroom aides, the break shall be taken between classes or during recess periods.

Unit members working less than four (4) consecutive hours and more than two (2) consecutive hours shall be entitled to one (1) rest period of fifteen (15) minutes. Such rest period shall occur at or near the mid-point of the shift when possible and practical.

Employees who are in a paid status for six (6) hours or more shall be entitled to a duty-free lunch period of 60 minutes per day.

Safety

See CSEA contract Article 17. Report any unsafe conditions at your work location to your site supervisor and/or the Risk Management Office at extension 1303.

Use of Telephones

Telephones are provided for school business only. Personal calls should not be made, or received, except in emergencies.

EMPLOYMENT STATUS

EMPLOYEE CLASSIFICATIONS

PROBATIONARY EMPLOYEES: All new Classified personnel employed to fill a regularly-established full-time position or part-time position are employed on probationary status for the first six (6) months of service and may be dismissed during this period without right of appeal or hearing. This period shall be used for determination of the employee's ability to meet the required standards of performance.

Probationary Period

New employees serve a probationary period of six (6) months. This is a trial period during which your supervisor must decide if you are qualified to attain permanent status. Your work will be evaluated two times during probation. Evaluations are scheduled to take place no later than the second and fifth months on the job. The main purpose of each evaluation is to make sure that you and your supervisor communicate with each other about your job, what you are expected to do, how well you are doing it, and in which areas you may need special help. Termination can be effective at any time during the probationary period. If you successfully complete your probationary period, you become a permanent employee of the District and receive a step increase.

PERMANENT EMPLOYEE: Each person who has served as a probationary employee and has been recommended for regular status shall be classified as a permanent employee or have his/her employment terminated. Permanent employees may be dismissed during the employment period for cause only (See CVUSD AR4218).

As a permanent employee, your job performance will also be evaluated. Evaluations shall take place at least once every two years. The evaluation procedure is a means of letting employees know how they are performing and to help them improve their job.

PART-TIME EMPLOYEES: Those who have been elected to employment by Board action and serve a regular schedule of work that is less than the full standard work day; eligible for benefits if contracted for 20 hours or more per week.

CAMPUS SUPERVISORS: Those employed for noon hour lunch supervision and are not members of the classified service; not eligible for benefits.

PAY WARRANTS

Pay Day

Regular employees receive a paycheck on the last working day of each month.

Timesheet pay for regular employees shall be issued at the end of each month and will be included in the regular pay warrant

Temporary and substitute hourly employees are paid on the tenth of each month. (If the tenth of the month falls on a weekend, employees will be paid on the first work day following the tenth of the month.)

Payroll Deductions

There are seven required deductions from your paycheck, plus some optional ones you may choose. Required deductions are:

1. Federal Income Withholding Tax, based on Federal tax tables and number of dependents you claim.
2. State Income Withholding Tax, based on State tax tables and number of dependents you claim.
3. California Public Employees' Retirement System (CalPERS). The money you contribute earns interest and may be withdrawn if you leave school employment prior to retirement. The District's contribution is not refundable.
4. Old Age Survivors and Dependents Insurance (OASDI-Social Security) is deducted if you work 20 or more hours per week. The District contributes an equal amount.
5. Employee Association Dues.
6. Disability Insurance - Bargaining Unit Members only.
7. Medicare (.0145 percent) will be deducted from all employees. (includes substitutes and temporary employees).

You may also request the following voluntary deductions:

1. Supplemental Life Insurance premiums
2. Tax sheltered annuities
3. Employee Credit Union
4. Community charity contributions
5. Victory Club

Anniversary Date:

Your anniversary date establishes the date at which you move from step to step on the salary schedule. You will receive your first step increase after you pass probation (six months). Exception: If you do not work 50% of any given month, that month is not counted and your probation is extended. If you pass probation prior to the month of April, your step increase date reverts to July 1 of each year until you reach the maximum step. If you pass probation after April, your step increase will not take effect until the next year on July 1. Example (1): Your probation ends March 5. You will receive a step increase on July 1 of that same year. Example (2) Your probation ends April 2. You will not receive a step increase until July 1 of the following year.

Fringe Benefits:

For the purpose of computing fringe benefits, the first of the month shall be considered as your starting date if you begin employment prior to the 15th day of the month. If employment begins after the 15th day of the month, your starting date shall be considered as the first day of the following month.

Further information on insurance options can be obtained in the Fringe Benefits section of the Business Services Office.

BENEFITS

Longevity Increment

The District has a longevity program that rewards faithful service and provides an incentive to stay with the District. (See CSEA contract Article 12, Section 12.3). Credit is given based on actual hire date.

Mileage Allowance

If you are required to use your own vehicle for District business, verification of private automobile insurance coverage must be submitted to the Risk Management Office. You will be reimbursed at the rate currently approved by the Board of Education providing your insurance verification of insurance has been submitted. Employees are not to transport students in their private vehicles.

California Public Employees' Retirement System (CalPERS)

The retirement benefit is based on years of creditable service, average salary of the highest year of service, and age at which you plan to retire. An employee can also designate their highest year of service for retirement benefit purposes. Contact CalPERS directly for pension eligibility and options.

A booklet containing more detailed information on CalPERS is provided to each classified employee during the new hire process. Also, go to www.calpers.ca.gov for additional information.

Accumulation Program for Part-Time and Limited-Service Employees (APPLE)

Employees working less than four hours per day are required to participate in APPLE. More information on APPLE is available in the Division of Human Resources.

Sick Leave

Sick leave accumulation and use is detailed in Article 14 of the Classified Bargaining Agreement. Probationary employees are eligible to utilize one-half of their annual allotment during the probationary period.

In case of absence due to illness, you must notify your supervisor or supervisor's designee of your absence at least 30 minutes prior to your start time, unless conditions make this notification impossible or you have made other arrangements with your supervisor. At least the day prior to your expected return to work, you should notify your supervisor or designee so that any substitute employee may be canceled. After three (3) consecutive days of absence you may be asked to bring verification of illness from your doctor.

Family Care Leave

Note: This exhibit reproduces the notification required by 29 United States Code 2619 and the Code of Federal Regulations, Title 29, Part 825.

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE

Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

The employee may be required to provide advance leave notice and medical certification. If the requirements are not met, the leave request could be denied.

The employee ordinarily must provide a 30-day advance notice when the leave is “foreseeable.”

An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION

For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.” (Excluding any employee out-of-pocket expense)

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information regarding FMLA contact the Division of Human Resources.

CATASTROPHIC LEAVE PROGRAM

Pursuant to Board Police/Administrative Regulation 4161.9, the following procedures have been developed to implement the Catastrophic Leave Program for classified employees of the District.

In addition to the above, employee eligibility to participate in the Catastrophic Leave Program shall be determined based on the following requirements:

1. Employees seeking to participate in the Catastrophic Leave Program who also has a Worker's Compensation claim(s) against the District, are eligible; but they may not receive more than the equivalent of their regular daily compensation for any day of paid entitlement.
2. Employees interested in receiving catastrophic leave benefits shall submit a "Request to Participate in the Catastrophic Leave Program" form which is available from the Division of Human Resources. In those instances where medical condition or other factors make this impossible or impractical, requests submitted by family members or others on the behalf of employees shall be considered.
3. Eligibility shall be determined by the District upon receipt of a "Request to Participate in Catastrophic Leave Program," and such requests are to be accompanied by medical verification of catastrophic illness or injury of the employee or a member of his/her immediate family, as defined in the CSEA bargaining agreement.
4. Situations appropriate for catastrophic leave may involve any circumstance that might reasonably be expected to incapacitate the employee for an extended period of time, thus requiring the employee to take time off from work which may create a financial hardship.
5. Employees determined to be eligible may only participate in the Catastrophic Leave Program after they have exhausted all accrued paid leave credits, excluding extended sick leave which provided differential pay entitlement for five (5) months pursuant to Education Code Section 45196.

Employees may contribute to the Catastrophic Leave Program on behalf of a fellow employee which must be in accordance with the following procedures:

1. Employees who seek to contribute their accrued sick leave to another employee shall submit an "Authorization for Transference of Sick Leave" form to the Division of Human Resources. This form shall indicate the number of days/hours which are being authorized for transference and the name of the employee designated to receive credit for the sick leave days contributed. All such contributions shall be in increments of one (1) full day, with the exception of part-time classified personnel who may work less than full-time.

Although the maximum number of days which a unit member could donate through this provision is limited to ten (10) days annually, there shall be no limit to the overall number of days which may be utilized by eligible employees. These days, however, must be actually accrued before they must be authorized for transference to another employee.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Chino, California

AUTHORIZATION FOR TRANSFERENCE OF SICK LEAVE

I, _____, hereby authorize the Chino Valley Unified School District to transfer _____ Day(s)/hours of my accrued sick leave to the Catastrophic Leave Program to be made available for utilization by the following employee:

(Name of person to receive catastrophic leave benefit)

It is my understanding that sick leave may only be transferred between employees within the same service, i.e., certificated employees may donate to other certificated employees and classified may donate to other classified employees. I also understand that donated sick leave will be placed in a pool, along with other sick leave donations, and that the Human Resources Office will conduct a periodic lottery to determine which employee's voluntary sick leave contributions will be transferred to the employee identified above. I also understand that when my sick leave is transferred, this authorization may not be revoked after the fact. Additionally, it is my understanding that any unused sick leave that I authorize for transfer to the person identified above shall remain my entitlement.

Note: Do you want this information disclosed to the person who is to receive your sick leave?

_____ Yes _____ No (check one)

SIGNATURE OF PERSON AUTHORIZING TRANSFERENCE

DATE

NAME OF PERSON AUTHORIZING TRANSFERENCE (Printed)

SOCIAL SECURITY

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Chino, California

REQUEST TO PARTICIPATE IN CATASTROPHIC LEAVE PROGRAM

I, _____, hereby request to participate in the Chino Valley Unified School District's Catastrophic Leave Program. I have attached written verification of the nature of the illness or injury upon which this request is being made and I understand that the maximum period of participation may not exceed thirty (30) days.

Furthermore, it is my understanding that I may not be eligible for catastrophic leave until I have exhausted all of my accrued sick leave, excluding extended sick leave which involves my entitlement to an additional five (5) months of paid sick leave at differential pay.

The basis of my request involves the following:

EMPLOYEE'S NAME

DATE

NAME OF PERSON MAKING APPLICATION (If not the same as the employee)

SOCIAL SECURITY NUMBER

Tax Sheltered Annuities

Programs are available through insurance companies which may be purchased via payroll deduction. Contact Schools First at 800.462.8328 extension 4727 for additional information.

Unemployment Compensation

Members of the Classified service are covered by unemployment insurance. Benefits are not payable for any week(s) of unemployment during a recess period (summer vacation, semester break, Christmas holidays, etc.) If the employee is scheduled to return to work at the end of the recess period. Claims are filed at the nearest field office of the Employment Development Department.

Vacation

Detailed information on the accumulation and use of vacation is described in Article 8 and Appendix C of the Classified Collective Bargaining Agreement.

Vacation for part-time employees is earned on prorated basis in the same ratio as the regular working hours, day and week of the part-time employee compared to an 8-hour day and 40-hour week. In other words, if you normally work a 5-hour day you receive the same number of days vacation as an 8-hour employee, but you will be paid at the rate of 5 hours per day.

Probationary employees are not eligible to take vacation until after completion of the probationary period.

Workers' Compensation

The District provides compensation Workers' Compensation Insurance to cover injuries/illnesses arising out of your employment. If you want to use your own physician a signed authorization card must be on file in the Human Resources Office signed by your doctor. You should report any injury/illness to your principal or supervisor immediately. Injuries not reported promptly could result in loss of benefits.

Disability Insurance

Employee coverage is provided by American Fidelity Insurance. For additional information call the Payroll Department.

See CSEA Contract Section 12.2.6. and also read Group Disability Income Benefit booklet provided by American Fidelity Insurance; this booklet should be mailed to your home. If you did not receive a copy, contact the Classified Technician in the Division of Human Resources.

Professional Growth - Tuition Reimbursement

The District will maintain a tuition reimbursement program for members of the bargaining unit so as to enable unit members to achieve professional growth. See CSEA Contract Article 12, Section 12.3 and subsections 12.3.1 and 12.3.2

Tuition Reimbursement Guidelines

The following are specific guidelines to Tuition Reimbursement pursuant to Article 12.3, available to permanent employees only. (Must have passed probationary period)

Claim form must be submitted within one (1) month following completion of course.

Approved reimbursements will be processed three (3) times per year, i.e., Summer, Fall and Spring semester.

Approved reimbursements will be issued in a reasonable time period three (3) times per year. i.e., conclusion of Summer, Fall and Spring semesters.

Failure to submit reimbursement claims in a timely fashion after completion may result in payment being denied.

All reimbursement claims are to be submitted to the Division of Human Resources with a claim form attached and signed by the employee. Please include all receipts for tuition, materials, and a copy of report card.

SUSPENSION, DEMOTION OR DISMISSAL

Although such action is seldom necessary, you should be aware that the District reserves the right to take disciplinary action respecting a permanent classified employee, subject to the provisions of the CSEA Contract, CVUSD AR4218 a, b, c, and the Education Code, for the following reasons:

1. Overall unsatisfactory performance evaluation.
2. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests, or failure to meet standard risk insurability requirements).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty, or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
6. Dishonesty, including the unauthorized use or taking of District property.
7. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, reporting to work while under the influence of a narcotic or restricted substance, or conviction of narcotics offense as defined in Education Code Section 44011.
9. Personal conduct which reflects unfavorably on the District or tends to injure the public service.
10. Engaging in political, commercial, or outside organizational activity during assigned hours of employment.
11. Conviction of any crime involving moral turpitude or a felony, incarceration and subsequent unavailability for work, or conviction of a crime which is adversely related to the ability to perform assigned duties.
12. Repeated, unreported, and/or unauthorized absence or tardiness.
13. Abuse or leave privileges, including, but not limited to, sick leave; including repeated instances of absence for ordinarily excusable reasons after sick leave benefits have been exhausted.

14. Falsifying any information supplied to the District, including, but not limited to, information support records, including payroll records, subject to enforcement within thirty (30) days following discovery.
15. Persistent violation or refusal to obey safety rules or regulations of the District or of any appropriate state or local governmental agency.
16. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
17. Willful or persistent violation of the Education Code, or rules or policies of the District.
18. Abandonment of position, including failure upon being medically released to return to duty from disability status, failure to return to duty upon expiration of any authorized leave of absence, or failure to return to duty for five (5) or more work days without prior notification and authorization of such absence.
19. Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
20. Failure to submit to physical examination upon direction to do so.
21. Demonstrate evidence of physical or mental disability.
22. Arrest for a sex or narcotics offense as defined in the Education Code. (Arrest for these offenses may be grounds for suspension only.)

PROGRESSIVE DISCIPLINE PROCEDURES

With the exception of incidents involving serious misconduct, the District must have a written record when recommending the dismissal of a permanent employee showing that corrective counseling has been done. The practice shall be as follows:

- A. The supervisor shall hold a conference with the employee and discuss with the employee the following:
 - 1. The area or areas where improvement is needed.
 - 2. What the employee must do to show improvement.
 - 3. The period of time the employee has to show the needed improvement (not less than sixty (60) working days.
 - 4. The employee's continued employment is depended upon his/her improvement.
- B. After the conference, the principal or supervisor shall give to the employee, in writing, a statement of concerns and send a copy to the Director of Human Resources.
- C. After the period of time has elapsed to show the improvement needed, the supervisor shall state, in writing, the recommendation for action if necessary. The principal or supervisor may allow additional time, not to exceed sixty (60) calendar days, for the required improvement. A copy of the written recommendations shall be given to the employee and a copy shall be forwarded to the Director of Human Resources.

RESIGNATION PROCEDURES

If for some reason you find it necessary to resign your employment with the District, notify your supervisor as far in advance as possible.

Complete the Notice of Resignation/Retirement form which is available on the Personnel webpage and submit to the Division of Human Resources.

The Classified Technician will contact you to complete an exit interview form.

You should also bring a form signed by your supervisor verifying that any keys assigned you have been returned.

If you have been a member of the Public Employees Retirement System, you must sign the form notifying CalPERS of your intentions regarding to your contributions. This form can be obtained from the Division of Human Resources.

RETIREMENT PROCEDURES

Prior to retirement, you must request an application from the California Public Employees' Retirement System (CalPERS) office in San Bernardino County Superintendent of Schools. The phone number is (909) 806-4840, and the CalPERS website is www.calpers.ca.gov.

You may submit an application with CalPERS as early as 12 (twelve) months prior to your retirement and no later than 90 days of your retirement.

After requesting an application from the CalPERS office, either at the County, or through the Sacramento office, you must notify the District of your retirement. You can obtain the Notice of Resignation/Retirement form on the Personnel webpage. Submit the completed form to the Division of Human Resources. Your retirement date and last day of work cannot be the same day. For example, if your last day is on a Friday, then the following Saturday will be your retirement date.

CalPERS will send additional forms for you to complete and return to the CalPERS office.

You are a necessary and important part of our staff! Best wishes for your success and personal satisfaction as a member of our classified service.