

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
LAKEPORT UNIFIED SCHOOL DISTRICT
AND THE
LAKEPORT UNIFIED CLASSIFIED
EMPLOYEES' ASSOCIATION**

For the Period

July 1, 2020 through June 30, 2023

Includes Tentative Agreements for the 2021-2022 and 2022-2023 school year

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ARTICLE 1 – AGREEMENT

1.1 Parties to this Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement (“Agreement”) by and between the Lakeport Unified School District, herein referred to as “District” and the Lakeport Unified Classified Employees’ Association/CTA/NEA, herein referred to as “Association.”

1.2 Legal Authorization

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (“Act”).

1.3 Reopeners

This Agreement may be reopened at any time by mutual written agreement of the District and the Association. See Article 31 – DURATION AND EXECUTION.

ARTICLE 2 – RECOGNITION

2.1 Exclusive Representative Status

Pursuant to the requirements of Government Code Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as follows:

All classified employees of the Lakeport Unified School District, excluding all certificated, management, supervisory and confidential employees.

2.2 Position Classification and Unit Work

All newly created classified positions which have not been designated by the District as management, supervisory or confidential shall be included within the classified employees bargaining unit.

Upon written request the District agrees to meet with the Association to attempt to resolve any dispute over the designation of a new position as management, supervisory or confidential. If agreement cannot be reached within a reasonable time, the disputed case shall be submitted to the Public Employee Relations Board (PERB) for resolution.

ARTICLE 3 – DEFINITIONS

Unless otherwise defined specifically in this Agreement, the following definitions shall be utilized:

- 3.1** “Act” or “EERA” means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 3.2** “Agreement” or “Contract” means all provisions of this document.
- 3.3** “Anniversary date” is the date upon which a Unit Member is granted salary step advancement earned by completion of a required period of service.
- 3.4** “Board” means Board of Education of the Lakeport Unified School District.
- 3.5** “Budget year” and “school year” means July 1 through June 30.
- 3.6** “Classification” means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position (job description), and the regular salary ranges for each such position.
- 3.7** “Day” means any day on which the District Office is open for service and on which the member of the unit is contractually required to render service to the District.
- 3.8** “Demotion” means assignment to an inferior position or status that is allocated to a lower maximum salary rate.
- 3.9** “Differential” is a salary allowance in addition to the salary schedule rate based upon additional skills, responsibilities, hours of employment, working out of class for 20 hours, or hazardous work.
- 3.10** “Employer” means the Lakeport Unified School District, sometimes referred to as the “District.”
- 3.11** “Exclusive Representative and/or Association” means the Lakeport Unified Classified Employees’ Association/CTA/NEA.
- 3.12** “Immediate Family” means the mother, father, grandmother or grandfather of the employee or of the employee’s spouse and the employee’s spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, sister of the employee, domestic partner, foster child, step parent, foster parent, aunt, uncle, niece or any person living in the immediate household of the employee. Expansion of the definition of “Immediate Family” for other persons because of extenuating circumstances may be granted by the Superintendent or the Superintendent’s designee.
- 3.13** “Cause” shall mean cause for dismissal or discipline as required by Education Code 45113.

- 3.14** “Just Cause” means such cause as shall constitute good and sufficient reason to act. Such “Just Cause” shall be established by legally sufficient evidence for the District to act.
- 3.15** “Meeting and Negotiating” means meeting, conferring, negotiating and discussing by the exclusive representative and the Board in good faith effort to reach agreement on matters within the scope of representation and the execution, if required by either party, of a written document incorporating any agreements reached in accordance with the Act.
- 3.16** “Paid Leave of Absence” means that a Unit Member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments provided during the leave.
- 3.17** “Per Diem” or “Daily Rate of Pay” means the amount of salary derived by dividing the Unit Member’s normal annual salary by the number of days in his/her classification’s normal work year.
- 3.18** “PERB” means the California Public Employment Relations Board.
- 3.19** “Permanent” as used in the phrase “permanent employee” or “Unit Member” refers to tenure in the classification in which the regular Unit Member passed the required probationary period of twelve (12) work months beyond the initial date of employment by the District.
- 3.20** “Position Description” or “Job Description” is the description of the duties, minimum qualifications, and authority of positions, hours, and job titles.
- 3.21** “Probationary Employee” or “Unit Member” is a regular employee who will become permanent upon completion of a twelve work month probationary period.
- 3.22** “Promotion” is advancement from one position to another position with a higher salary.
- 3.23** “Reclassification” means the change of job title, duties or number of hours of work. “Reclassification” may be “up” to a higher class with higher pay or “down” to a lower class with lower pay.
- 3.24** “Regular” as used in the phrase “regular classified employee” or “Unit Member” or any similar phrase, refers to a classified employee who has probationary or permanent status.
- 3.25** “Unit Member”, sometimes referred to as “Member” or “Employee”, means any employee who is included in the classified bargaining unit as defined in Article 2 and is, therefore, covered by the terms and provisions of this Agreement.

ARTICLE 4 – NEGOTIATION PROCEDURES

- 4.1** The Association and the District agree to present their initial proposals by the last Board meeting before school adjourns. This deadline may be extended if either party notifies the other in writing by the deadline.
- 4.2** The District will set a public hearing on the Association's and the District's proposals, at the next regular Board meeting, at least two (2) weeks after the presentation of the proposals.
- 4.3** Negotiations shall commence at a mutually acceptable time and place within two (2) weeks after the opening of the school year.
- 4.4** The Association shall have the right to designate five (5) Unit Members who shall constitute the Bargaining Team. Release time for the Association's Bargaining Team to prepare for negotiations and to participate in negotiations shall be by mutual consent of the Association and the District. Nothing herein shall be construed as a bar against the district agreeing to release time for negotiations and preparation for negotiations for the Association's Bargaining Team, at the Association's expense.
- 4.5** The Board shall, upon request, furnish the Association with copies of non-confidential budgetary information and other non-confidential information necessary for the Association to negotiate and represent the Unit Members.
- 4.6** The Association and the District may utilize the services of outside consultants to assist in negotiations.
- 4.7** During negotiations, items tentatively agreed upon shall be reduced to writing, initialed and dated by both parties. No agreement shall be final until it is ratified by the Board and the Unit Members.

ARTICLE 5 – MAINTENANCE OF STANDARDS

- 5.1** This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
- 5.2** Employment contracts with Unit Members shall conform to and be consistent with this Agreement.
- 5.3** The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 6 –NON-DISCRIMINATION

6.1 Non-Discrimination Clause

The District shall not discriminate against a Unit Member on the basis of race, color, religion, gender, sexual orientation, gender identification, age, national origin, political affiliation, marital status, disability or membership or participation in the activities of the Association.

6.2 Rules and Regulations

Rules and regulations developed to implement this Agreement shall be reasonable in their impact and effect; shall be uniformly applied and shall be drawn in conformity with this Agreement.

ARTICLE 7 – SEPARABILITY AND SAVINGS

- 7.1** If any provision or Article of this Agreement is held to be contrary to law by a court of competent jurisdiction or if compliance with or enforcement of any Article or provision should be restrained by such tribunal pending a final determination as to its validity, then such provision or Article shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 7.2** It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision or Article.

ARTICLE 8 – STATUTORY GUARANTEES

- 8.1** Nothing in this Agreement, whether specifically expressed or implied, shall be construed to diminish or delete any California or federal statutory guarantees that Unit Members enjoy. This Agreement may improve upon California or federal statutory guarantees as long as said guarantees fall within the limits of matters relating to subjects enumerated within the scope of representation, Government Code 3543.2.
- 8.2** Improvements in benefits, for Unit Members, brought about by the amendment or addition to statutory guarantees now provided in California or federal law shall not be restricted or diminished by the terms of this Agreement.
- 8.3** Should a statutory benefit or an improvement over a statutory benefit, set forth in this Agreement, be eliminated by Congress or the Legislature, the parties will negotiate on request regarding proposed modifications in this Agreement relating to said benefits.

ARTICLE 9 – EQUIPMENT, MATERIALS AND EXPENSES (TA dated 11.20.20)

- 9.1** The District shall provide:
- 9.1.1** Approved first aid kits and materials in all work areas.
 - 9.1.2** Adequate and approved safety equipment including, but not limited to:
goggles, shields, barriers, hardhats and auditory protection devices.
 - 9.1.3** Safety glasses where applicable. Unit Members shall purchase their own prescription safety glasses and safety shoes, without reimbursement from the District.
 - 9.1.4** Reimbursement for the cost of special licenses or the renewal of special licenses required for the Unit Member to perform his/her work for the position.
 - 9.1.5** Sufficient release time without loss of pay or benefits for the purpose of taking any tests or obtaining of special licenses required to perform the work required of the position.
- 9.2** The District agrees to provide all tools, equipment, and supplies, the District deems necessary, to Unit Members for performance of their assigned duties.
- 9.3** If a Unit Member elects to use his or her own tools or equipment in the course of employment, the Unit Member shall be responsible for loss or breakage of the tools. If the District directs (asks) the employee to use his or her own tools in the course of his/her employment, the District will be responsible for loss or breakage except to the extent that loss or breakage is covered by private insurance or caused by the negligence of the employee.
- 9.4** The District shall fully compensate all Unit Members for loss or damage to personal property in the course of the Unit Member's employment and provided the Unit Member received prior authorization to use such property in the scope of the member's work with the District. Items such as glasses and personal clothing may be claimed and reviewed by the District for reimbursement on a case-by-case basis. Where the Unit Member is insured against such destruction or loss of property and there is a deductible required by the policy, the District's liability shall extend only to the full amount of the required deductible obligation of the Unit Member under the insurance policy. (See Article 24, Section 24.5.)
- 9.5** The Unit Member shall provide primary personal injury and property damage insurance, in the event that the District requires him/her to use his/her personal vehicle(s) on District business. Where the District requires a Unit Member to use his/her personal vehicle, the District agrees to accept the liability for the amount of the deductible, if any, the Unit Member must pay, in the case of an accident while using the vehicle on District business.

- 9.6** The District shall pay the Unit Member for use of his/her personal vehicle, when approved in advance by the District, at the then current Internal Revenue Service (IRS) rate for each mile driven by the Unit Member in the performance of work assignments or other employer related business.
- 9.7** The District will provide travel accident insurance, medical and hospital expenses and coverage for loss of life for a Unit Member traveling on official District business. This coverage will be provided through workers' compensation insurance and the term life insurance benefit provided by the District.
- 9.8** When approved in advance by the District, the District shall reimburse a Unit Member for expenses actually incurred for travel on official District business. Itemized receipts must support all expenses. If there are no receipts to support the claims, there will be no reimbursement for the expenses. There is no reimbursement for alcoholic beverages. These limitations may be exceeded when fully documented with original itemized bills when staying at hotels hosting the conference and/or the location requires added funding. Added expenses must be approved by the Superintendent. When one or more District employee, student or board member attends the same conference or meeting every effort shall be made to travel together.

9.8.1 Meals and lodging

The District will reimburse authorized individuals on travel status for daily meals and lodging not to exceed the limits as defined in BP 3350.

9.8.2 Other reasonable expenses after three (3) days of travel.

9.8.3 Transportation costs as follows:

- 9.8.3.1** The current nontaxable maximum amount of mileage reimbursement allowed by IRS for miles driven in the Unit Member's own vehicle;
- 9.8.3.2** parking fees, road, bridge and tunnel tolls;
- 9.8.3.3** air fare (driving costs will normally not exceed the normal cost of air fare); and
- 9.8.3.4** bus, taxi and air-porter transport as required.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 Purpose

This grievance procedure shall be used to process and resolve grievances arising under this Agreement. (Grievance Form attached as Appendix B) The purposes of these procedures are:

10.1.1 To equitably resolve grievances informally at the lowest possible level.

10.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1 “Grievance” means an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which adversely affects one or more Unit Member(s).

10.2.2 “Grievant” is the Association, a member or members of the bargaining unit covered by this Agreement, who files the grievance.

10.2.3 “Immediate Supervisor” means the person at the lowest administrative level, who is not a member of the bargaining unit, who has been designated management or supervisory and who assigns, reviews or directs the work of the Unit Member(s).

10.2.4 “Day” is any day in which the District Office is open for business and the Unit Member is required to be present.

10.2.5 “Conferee” is a person chosen to sit in on the procedure as an aide in the grievance situation.

10.3 Time Limits

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitation may be shortened or extended by written stipulation of both parties.

10.4 Service

Decisions and appeals shall be served by personal service or by certified mail. If served by mail, two days shall be added to the time in which the action must be taken.

10.5 Representation

The grievant may be represented by the Association, or as provided by law, the employee may represent himself/herself at any step of this procedure. If the grievant is represented by himself/herself, the Association retains the right to be present at any formal step of the procedure as an observer and to make its position known (Government code 3543).

10.6 Informal Discussion

The alleged violation shall be discussed informally with the immediate supervisor. During the informal discussion, the grievant shall have the right to have a representative of the Association present.

10.7 Formal Grievance

10.7.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated no later than twenty (20) days after the event or circumstances occasioning the grievance if the employee knew or should have known of the event or circumstances.

10.7.2 Level 1. A formal grievance shall be initiated in writing on a form provided by the District and shall be filed with the immediate supervisor. See Appendix B.

10.7.2.1 The District agrees to respond to grievances within five (5) working days. If the District fails to respond within five (5) working days it will be assumed as a negative response.

10.7.3 Level 2. If the grievant is not satisfied with the decision at Level 1, the decision may be appealed to the Superintendent within ten (10) days of the receipt of the Level 1 decision. The Superintendent shall communicate his/her decision in writing within ten (10) days after receiving the grievance. If the Superintendent does not respond within the time limits, the Unit Member may appeal to the next level. Within the above limits, the parties shall hold a conference to attempt to resolve the grievance, unless the conference is waived by mutual consent of the parties involved.

10.7.4 Level 3. If the grievant(s) is not satisfied with the decision rendered at Level 2, the grievant(s) may appeal the decision within ten (10) days to the Grievance Review Panel, which shall serve as an advisory body to the Superintendent. The grievant(s) shall file a copy with the Association. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, if any, and a clear concise statement of the reasons for the appeal.

10.7.4.1 The Grievance Review Panel, which consists of a member of the Association (designated by the Association) and a member of the school administration (designated by the Superintendent), shall meet within ten (10) days of the receipt of the appeal.

10.7.4.2 The two (2) panel members selected by the Association and the Superintendent will have seven (7) days to select a neutral chairperson to serve on the review panel. If the two (2) panel members cannot reach agreement on the name of the neutral, they will request the services of a mediator from the Lake County Panel of Mediators at no cost to the District.

- 10.7.4.3** The Grievance Review panel may take several courses of action:
- a. Meet with parties and attempt to mediate the dispute,
 - b. Recommend a solution to the Governing Board with or without meeting with the parties. The recommendation could be supported by both members of the committee or each could recommend separately.

10.7.4.4 Within ten (10) days of the final meeting of the Grievance Review Panel, their written recommendation will be submitted to the Superintendent and the Association.

10.7.5 Level 4. If the grievant(s) is not satisfied with the decision of the Grievance Review Panel, or if there was no decision submitted, the grievant(s) may, within ten (10) days, appeal the Panel's decision to the Board of the Lakeport Unified School District. The grievant(s) shall file a copy with the Association. The appeal shall include a copy of the grievance, the decisions rendered at Level 1, Level 2 and Level 3, if any, and a clear, concise statement of the reasons for the appeal.

10.7.5.1 The Board shall hear the grievance within thirty (30) days of the receipt of the request for a Board hearing, unless mutually agreed otherwise.

10.7.5.2 Nothing herein shall be construed to limit the grievant(s) from pursuing a resolution of the grievance within a tribunal or court of competent jurisdiction after exhausting all procedures outlined here.

10.7.5.3 The Board decision making process shall include:

10.7.5.3.1 All parties will have access to any evidence that may have bearing on the Board's decision. (Discovery)

10.7.5.3.2 All parties will hear all arguments being made pertinent to the decision.

10.7.5.3.3 Appendix H - Standards for the Interpretation of Contract Language, as attached to this contract, shall be used as a standard for determining the meaning of contract language.

10.7.5.3.4 Both parties shall submit written briefs summarizing key arguments within thirty (30) days of the hearing unless mutually waived.

10.7.5.3.5 Both parties will receive the written brief of the opposing party and shall have an opportunity to submit a rebuttal within ten (10) days.

10.7.5.3.6 Within thirty (30) days of the receipt of all briefs and rebuttals, the Board shall issue a written decision to all parties. This decision is final and binding on all parties and shall be precedent setting.

10.8 Grieving Provisions

10.8.1 While the grievance procedures are being pursued, the Superintendent's resolution of the existing problem shall be followed until a final decision of the matter is reached.

10.8.2 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 11 – DUES, FEES AND PAYROLL DEDUCTIONS

11.1 Dues and Other Deductions

11.1.1 The right of a payroll deduction for payment of organizational dues shall be accorded without charge to the Association.

11.1.2 The District shall, upon appropriate written authorization from any Unit Member, deduct and make appropriate remittance for bargaining unit dues, insurance premiums, credit union, payments, bank, savings bonds, charitable donations, annuities or other plans or programs jointly approved by the Association and the District. No other union shall be entitled to receive dues deducted from Unit Members.

11.1.2.1 The District shall, on the same designated date of each month, draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the respective deductions made with respect to the Association during the pay period.

11.1.3 With respect to all sums deducted by the District pursuant to authorization of the Unit Member, for membership dues, the District agrees promptly to reduce such employee's pay warrant by the designated amount in the next pay period following the closing date for receipt of changes and pay warrants. In order for the authorizations to be effective, the Lake County Office of Education Business Office must receive the signed authorization for payroll deduction on or before the 10th of the month.

11.1.4 The Association shall provide the district with notification of a dues increase at a time sufficiently prior to the effective date of the increase to allow the employer an opportunity to make the necessary changes and with a copy of the notification of the increase which has been sent to Unit Members.

11.1.5 The District shall not require the completion of a new deduction authorization when a dues increase has been affected or at any other time without the express approval of the Association.

ARTICLE 12 – ASSOCIATION RIGHTS

12.1 Bulletin Board

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each work site in areas frequented by Unit Members. For purposes of this section, each of the following shall be considered a separate work site:

Lakeport Elementary School Terrace Heights
Terrace School
Clear Lake High School
Lakeport Alternative Schools Bus Barn

12.2 Use of Buildings and Equipment

The Association shall have the right to use District facilities and equipment for meetings and other Association activities. Such use shall be restricted to times and places that will not interfere with the education process or the work of the bargaining unit employees. Association copies in runs of over 100 will be done by a commercial copy machine off school grounds.

12.3 Association Business

The Association may conduct Association business with employees at any time other than during the employee's instructional classroom hours or assigned duties.

12.3.1 Association Release Time

Contingent upon the CTA/NEA reimbursement of the CTA ESP Leadership Academies and Representational Assembly, the Association shall be provided with twelve (12) days of release time with no loss of pay or benefits for Association training and leadership conferences sponsored by CTA/NEA. In those years the annual CTA/NEA leadership conference is held in Northern California, the Association shall be granted thirteen (13) days of release time.

The Association agrees to give five (5) days written notice in advance of the date of the leadership conference leave by notifying site administrators and/or managers and the Superintendent.

12.3.1.1 Within the twelve (12) days release time provided in Article 12.3.1, the Association or its members may use days approved by the Association, for other union business.

12.3.2 Association President Release Time

The Association President shall be provided eight (8) days of release time to conduct Association business. The Association President shall notify the district

office in advance for time charged against the eight (8) days of release time.

12.3.3 Other Association Release Time

Release time for Association members for negotiations, processing grievances or PERB proceedings in which the Association is a legal participant, shall not be charged against this section.

12.3.4 Association Request for Leave

Association requests for leave under this section and the Association activity, for which the leave is granted, should not interfere with the normal and regular operation of the District.

12.4 Unit Orientation

At the beginning and ending of each school year the Association shall be provided one (1) hour to meet with all Unit Members at a mutually agreed upon date and time.

Unit Members working during this time will be excused from duties. Those not on duty attend as a matter of choice.

12.5 Access to Work Sites

Authorized representatives of the Association shall have the right to transact official Association business on District property before and after work, during employee breaks and lunch periods and to use District facilities when they are otherwise not in use. Association representatives will inform the principal or supervisor when he/she is on campus. Association representatives shall not interrupt employees during working times.

12.6 Access to Information

The District, upon request by the Association, agrees to provide to the Association any and all information for the Association to fulfill its responsibility of representation.

The Association shall have the right to receive copies of the board agenda packets excluding confidential, negotiation, litigation, student and confidential personnel material. If items are deleted from the Association's copy of the board packets, the Association shall be notified of the nature of the items deleted and the authority for the District's position that the material is confidential. The Association may be charged the actual costs of duplication.

12.7 Appointment of District Committees

The Association agrees to cooperate with the District in filling classified vacancies on District Committees. The Association agrees to appoint a representative to all committees established by the District as long as there is no additional cost to the District. If there is a

question about the purpose of a committee, the Association may decline to appoint a representative.

Nothing herein shall be deemed to permit the District to establish a committee with bargaining Unit Member participation concerning matters within the scope of representation without the express consent of the Association.

12.8 Seniority Rosters

The Association shall be provided annually, in September, with a complete “hire date” seniority roster. Receipt of such list shall not constitute agreement as to its accuracy on the part of the Association. The Association may request an updated list during the year if the District plans to lay off bargaining unit employees.

12.9 Ratification of Agreement

The District shall provide paid release time for Unit Members who are scheduled to work during the time of the ratification meeting called by the Association. The Association agrees to schedule ratification meetings during times when the fewest Unit Members will need to be released.

**ARTICLE 13 – VACANCY, TRANSFERS, SENIORITY AND PROMOTIONS
(TA dated 10.26.20)**

13.1 Definitions

- 13.1.1** A “transfer” is a move from one school or work site to another school or work site, in the same job title.
- 13.1.2** A “reassignment” is a move from one job classification to another job classification of equal or lower salary range.
- 13.1.3** A “promotion” is advancement from one position to another position with a higher salary.
- 13.1.4** A “vacancy” is when a new unit position is created or when an existing unit position is vacated and the District plans to fill it.
- 13.1.5** “Seniority” is the first date of paid service. Unit Members with the same first date of paid service shall have their seniority determined by drawing lots. Seniority shall not be lost due to a layoff.

13.2 Vacancies

13.2.1 Order to fill vacancies

13.2.1.1 Request for transfer

13.2.1.1.1 Qualified employees on the District’s thirty-nine/sixty-three month rehire list (as per Ed Code 45298)

13.2.1.1.2 Internal candidates

A unit member may submit a request for a transfer, reassignment, or promotion for a specific position at any time. A district letter of intent is required, and must be submitted annually. Annual requests expire each year on June 30th.

If an internal candidate is not selected to fill a position, the District shall, upon request of the Unit Member, deliver in writing the reasons for the Unit Member not being selected to fill a vacancy.

A unit member shall be notified of vacancies in accordance with Article 13.2.3.1. Additionally, unit members who have a current letter on file for the relevant vacancy shall be invited to interview for the position, but are not guaranteed the job.

13.2.1.1.3 External candidates

No external candidates shall be selected to fill a vacancy if there is a Unit Member applicant of equal qualifications.

13.2.2 Vacancy Filling Procedures

13.2.2.1 The District shall fill vacancies with the best qualified person according to the needs of the District pursuant to the following criteria:

13.2.2.1.1 The experience and skills required to fulfill the job description on the vacancy notice.

13.2.2.1.2 The past performance and evaluations of the applicants.

13.2.2.1.3 The training and education of the applicants.

13.2.2.1.4 Seniority of the applicants.

13.2.2.2 In the event an employee is promoted to a higher classification which is not *reasonably related** to their current assignment, they shall be placed on the step in the new classification which would grant them a minimum increase of 10%. In the event a promotion is made in a *reasonably related** position, step assignment will be lateral.

Seniority and other related issues will be applied as stipulated in Ed Code and contract language.

**For the purpose of this section reasonably related jobs are:*

1. *Paraeducator I, II and III*
2. *Custodial – Maintenance Worker*
3. *Maintenance Worker – Skilled Maintenance*
4. *Bus Driver/Custodian – Bus Driver – Special Education Bus Driver - Bus Driver/Classified Support*

13.2.2.3 When a Unit Member applies for and is given another job inside the district and, within the first forty (40) work days, the Unit Member decides they do not wish to continue in that position, the Unit Member automatically returns to their former position. If the district decides the employee is not meeting their expectations in the new position during the probationary period, the Unit Member automatically returns to their former position.

13.2.2.4 The District may simultaneously advertise positions internally and externally with the approval of the Association.

- 13.2.2.5** The District shall, upon request of the Unit Member, deliver in writing the reasons for the Unit Member not being selected to fill the vacancy.
- 13.2.2.6** No outside applicants shall be selected to fill a vacancy if there is a Unit Member applicant of equal qualifications.
- 13.2.2.7** The Association President or designee shall be given four days notice of classified interviews. The Association President or designee shall work together with the direct supervisor to appoint a LUCEA member to participate in the interview teams.
- 13.2.2.8** Probationary employees must have a written evaluation by their current supervisor before transferring or being reassigned to another position. If a probationary employee does not have a written evaluation, he/she may request one from his/her supervisor.

13.2.3 Notice of Vacancies

13.2.3.1 Notice of a vacancy will be sent to all employees via district email and it will be posted for ten (10) days on the employee bulletin boards. Postings shall include the following:

13.2.3.1.1 A closing date which is at least ten (10) days following the posting date. No vacant position shall be filled until after the closing date. If a position is not filled after it has been posted two consecutive times, it can be posted as “open until filled”.

13.2.3.1.2 The classification of the position

13.2.3.1.3 Location(s) of the work

13.2.3.1.4 Rate of pay

13.2.3.1.5 Amount of hours and days to be worked

13.2.4 Back-filling

13.2.4.1 The purpose of this provision is to provide opportunities for Unit Members to temporarily increase their number of hours of work, temporarily increase their wages and acquire experience in a different job assignment.

13.2.4.2 When the District determines to fill a position held by an employee who is absent from work for a period of time known by the District to last twenty (20) working days or longer, the District shall fill the temporarily vacant position with a Bargaining Unit Employee if one applies, in accordance with the following conditions:

13.2.4.2.1 Acceptance of employees applying to back-fill shall be determined by the immediate supervisor of the back-filled position.

13.2.4.2.2 Backfilling positions shall be advertised by the District and applications submitted by employees in accordance with the provisions of Section 13.2.1 through 13.2.3 above with the following exceptions:

Under 13.2.1 posting days shall be five (5) days, under 13.2.2.1 closing date shall be five (5) days following posting date.

13.2.4.2.3 The position of an employee who is backfilling in another employee’s position shall not be subject to the terms of this Section (Section 13.2.4 of Article 13).

13.3 Involuntary Transfer and Reassignment

13.3.1 Involuntary transfers or reassignments shall only be made for the following reasons:

13.3.1.1 A decrease in the number of students which requires a decrease in the number of Unit Members.

13.3.1.2 The elimination of program(s) or school closings which requires a decrease in the number of Unit Members.

13.3.1.3 As a means to resolve disputes between employees (See Problem Solving Procedures, Article 24, Section 6).

13.3.1.4 Other – for reasons of efficient operation of the District.

13.3.2 If a decrease in the number of students or the elimination of program(s) occurs, the District shall seek volunteers prior to making any involuntary transfer or reassignment. If an involuntary transfer or reassignment becomes necessary, the qualified Unit Member in the affected classification with the least seniority shall be transferred or reassigned.

13.3.3 Involuntary Transfer or Reassignment Notice

13.3.3.1 Each Unit Member shall be given written notice not later than two (2) weeks prior to a transfer or reassignment. Such notice shall specify the work site to which the Unit Member will be transferred or reassigned. In addition, the notice shall explain the nature of special conditions that may be encountered by the Unit Member in the new position.

13.3.4 A Unit Member to be involuntarily transferred or reassigned shall be entitled to a meeting with the Superintendent to discuss the transfer or reassignment prior to the transfer or reassignment being made. No Unit Member will be involuntarily transferred more than twice during a school year.

ARTICLE 14 – REDUCTION IN FORCE

14.1 The Board of Education may lay off bargaining unit employees for lack of funds, lack of work or the expiration of a specially funded program. The District has no authority to reduce hours of employment of Unit Members without their consent or without going through layoffs in accordance with the provisions of the Education Code.

14.1.1 Layoff for Lack of Funds. The District may lay off Unit employees in the event of an actual and existing financial inability to pay salaries of the Unit Members.

14.1.1.1 Unit Members will be given no less than forty-five (45) days notice prior to the effective date of layoff. The notice shall inform the Unit Member of his/her displacement and reemployment rights, if any.

14.1.2 Layoff for Lack of Work

When, as a result of a reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected Unit Members shall be given no less than forty-five (45) days notice prior to the effective date of layoff. The notice will inform the Unit Members of their displacement and reemployment rights, if any.

14.1.3 Layoff for Expiration of Specially Funded Program

When, as a result of the expiration of a specially funded program, Unit Members must be eliminated at the end of the school year, the Unit Members to be laid off shall be given written notice on or before May 29 informing them of their layoff effective the end of the year and of their displacement rights, if any, and reemployment rights. In cases where the termination of a specially funded program is other than June 30, the District shall provide at least forty-five (45) days notice prior to the effective date of the layoff.

14.2 Order of Layoff

14.2.1 Whenever a Unit Member is laid off, the order of layoff within the position shall be determined by the hire date. The Unit Member who has been employed the shortest time in the position shall be laid off first. Reemployment shall be in the reverse order of layoff.

14.2.2 Any layoff shall be effected within a group as outlined and defined in Appendix E attached to this Contract.

14.2.3 Seniority will be based on the first date of paid service regardless of the number of days and hours the Unit Member has worked. Unit Members with the same first date of paid service shall have their seniority determined by drawing lots. Seniority shall not be lost due to a lay-off.

14.2.4 Bumping Rights

- 14.2.4.1** A Unit Member laid off from his/her present position may bump into a position within the same group for which the Unit Member has sufficient district seniority over others.
- 14.2.4.2** In order to bump into a given position, the Unit Member must meet the minimum qualifications and required skills as stated in the relevant job description.
- 14.2.4.3** The Unit Member may also bump into another group in which they have previously worked.
- 14.2.4.4** The Unit Member who bumps into a position will be employed for the number of days and hours specified for the existing position they are bumping into, regardless of the number of days and hours they worked in the position from which they were laid off. It is mutually agreed that under this provision an employee with greater seniority may bump into a position with more hours, days and/or rate of pay than the position from which they were laid off.

14.3 Reemployment Preference

- 14.3.1** Unit Members laid off for lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such laid off Unit Members have the right to participate in promotional exams within the District during the 39 month period.

The most senior permanent classified employee who has been laid-off by the District shall be the first to be offered a vacant position, for which they qualify, that falls within their group. Once the employee has agreed to accept a vacant position or a position into which they are bumping, they will not be permitted to transfer their acceptance to a second position, although it is possible for this employee to request to leave the position. In this case, the employee will be placed at the bottom of the lay-off list and maintain their seniority.

- 14.3.2** Unit Members who take voluntary demotions or voluntary reductions in hours in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

- 14.3.2.1** Unit Members who take voluntary demotions or voluntary reductions in hours in lieu of layoff shall be, at the option of the Unit Member, returned to a position in his/her former group or to a position with increased hours as vacancies become available.

14.3.3 The District will consult with the Association to determine an appropriate timeline for the acceptance or rejection of re-employment opportunities subsequent to lay-off.

ARTICLE 15 – EVALUATION PROCEDURES

15.1 Definitions

15.1.1 “Evaluator” is the immediate supervisor of the Unit Member.

15.1.2 “Reviewer” is the immediate supervisor of the evaluator or another management person mutually agreed upon by the evaluatee and evaluator and designated by the District Superintendent. The reviewer shall not be a member of the Bargaining Unit.

15.2 General Provisions

The primary purpose of work performance assessment shall be the improvement of the employment skills and all assessments shall be conducted in good faith and in accordance with the provisions of this Agreement.

15.2.1 The standards, goals, objectives and expectations shall be consistent with the duties and responsibilities set forth in the employee’s position description.

15.2.2 All performance assessments shall be conducted by the immediate supervisor who has direct and personal knowledge of the work performance of the Unit Member being assessed.

15.2.3 All monitoring or observation of the Unit Member’s work shall be conducted openly and with full knowledge of the Unit Member without the use of audio-visual and/or recording devices.

15.2.4 Video cameras installed on buses will be used only in the event of accident or complaint.

15.2.5 A Unit Member shall not be assessed on or held accountable for any assigned work that is outside his/her job description.

15.2.6 In the event of an unsatisfactory evaluation, the immediate supervisor shall take positive action to assist the Unit Member in correcting any cited deficiencies. Improvement efforts include:

15.2.6.1 Direct assistance to implement the recommendations;

15.2.6.2 Provision of any resources to be utilized to assist with improvements;

15.2.6.3 Techniques and means of measuring improvements; and

15.2.6.4 Time schedule to monitor progress.

15.2.7 The District shall not require any Unit Member to act in any capacity as an evaluator on the work performance of another member of the Bargaining Unit.

15.2.8 The evaluation form attached as Appendix C shall be used by the District in the evaluation of Unit Members.

15.2.9 No assessment form shall be made a part of the Unit Member's personnel file until the Unit Member has been provided a written copy of the form and has had a reasonable opportunity to review the comments.

15.3 Evaluation Procedure

15.3.1 Work goals and/or objectives shall be established by the supervisor and the employee.

15.3.2 Upon satisfactory completion of the six month probationary period, classified employees shall be evaluated at least every other school year on a two year cycle.

15.3.3 Employees receiving overall unsatisfactory ratings shall be evaluated annually until the deficiencies are corrected and the overall rating is satisfactory.

15.3.4 Upon completion of the tenth year of employment, permanent employees who meet the criteria and have signed an agreement (Appendix D) may participate in a Five Year Evaluation Cycle.

15.3.5 Permanent employees serving in a probationary position will follow the calendar of events of probationary employees.

15.3.6 Calendar of Events for permanent employees:

- | | |
|----------------|---|
| By September 1 | - Hold orientation conference |
| | - Review job description and work expectations |
| | - Review evaluation process |
| By October 1 | - Set goals and/or objectives |
| By December 1 | - First observations and conferences related to progress towards goals and objectives |
| By March 1 | - Second observation and conference |
| By May 1 | - Final written evaluation and conference |

15.3.7 Calendar of Events for probationary employees:

- | | |
|---|--|
| No more than ten days from the employee's start date | - Hold orientation conference
- Review job description and work expectations
- Review evaluation process |
| No more than twenty days after the employee's start date | - Set goals and/or objectives |
| By Month 2 | - First observation, conference and written evaluation |
| By Month 4 | - Second observation, conference and written evaluation |
| No later than before the end of the 6 month probationary period | - Third observation, conference and final written evaluation |

15.3.8 Evaluation Document

A copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the Unit Member's file at the District Office. The signing of the evaluation document shall not imply agreement with its contents.

15.3.9 Right of Rebuttal

The Unit Member has the right to submit a written reaction to the evaluation within ten (10) days of receipt of the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the Unit Member's personnel file.

15.4 The Review Process

15.4.1 A Unit Member who receives an overall unsatisfactory performance evaluation may request that the evaluation be reviewed by the Superintendent. Such a request must be made in writing within seven (7) days of the date that the Unit Member received the evaluation.

15.4.2 Nothing herein shall be construed as limiting or restricting, in any way, the right of a Unit Member to pursue a resolution to a negative evaluation through filing a grievance or through other legal means available to the Unit Members.

ARTICLE 16 – DISCIPLINE

16.1 Definitions

16.1.1 “Cause” relating to disciplinary actions against a Unit Member means those grounds for discipline, or offenses, enumerated in the law or the written rules of the Board of Education or Section 16.6.

16.1.2 “Demotion” means assignment to an inferior position or status, without the employee’s written voluntary consent.

16.1.3 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident or any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.

16.2 Disciplinary Rules

16.2.1 No disciplinary action shall be taken against any Unit Member, based on charges that constitute reasonable cause, without investigation and verification of the circumstance(s) leading to the charge(s).

16.2.2 All permanent employees shall be subject to disciplinary action only for cause as prescribed by the rules and regulations of the Board of Education. The Board’s determination of the sufficiency of the cause shall be conclusive.

16.2.3 The burden of proof is on the District. Any rule or regulation on the contrary is void.

16.2.4 No disciplinary action shall be taken for any cause which arose prior to permanent status, not for any cause which arose more than two (2) years preceding the date of filing of the notice of cause, unless such cause was concealed or not disclosed by the Unit Member when it could be reasonably assumed that the Unit Member should have disclosed the facts to the District.

16.2.5 The Board of Education may suspend an employee for not more than thirty (30) days without pay for any of the causes set forth in Section 16.6 of these rules. Employees may be suspended for additional periods not exceeding thirty (30) days with the approval of the Board of Education.

16.3 Dismissal of Probationary Employee

A probationary employee may be dismissed at any time during the probationary period without right of appeal or hearing.

16.4 Dismissal of Short-term or Emergency Employee

A short-term (Ed Code Section 45103) or emergency employee may be dismissed at any time without right of appeal or hearing except as may otherwise be provided by law or ordinance.

16.5 Progressive Discipline

Except for those instances listed under 16.6, the normal procedures for discipline shall be:

- a. First Incident - Verbal Warning
- b. Second Incident - Letter of Reprimand to employee and employee's personnel file
- c. Third Incident - Suspension without pay
- d. Fourth Incident - Dismissal

16.6 Disciplinary Action

Depending on the severity of the action, permanent employees may be suspended, demoted, or dismissed for the following causes, or for other reasonable cause:

- a. Unauthorized or excessive absence from work
- b. Conviction of a felony or of any criminal act involving moral turpitude
- c. Disorderly or immoral conduct
- d. Inability to perform the job assignment due to mental or physical disabilities
- e. Incompetence or inefficiency
- f. Insubordination
- g. Possession, use, sale, or being under the influence of any illegal drug intoxicant, or alcohol while on duty
- h. Negligent or willful damage to public property or waste of public supplies or equipment
- i. Repeated violation of these rules, the rules and regulations of the District or the laws and regulations of the State of California
- j. Neglect of duty
- k. Repeated failure to meet reasonable work performance standards and requirements
- l. Failure to respond to an order to appear before the Board of Education

- m. Refusal to comply with the proper directive to undergo a medical examination
- n. Known membership in the Communist Party
- o. Advocating or knowingly becoming a member of an organization which during the time of one's membership advocates overthrow of the Government of the United States or of any state or political subdivision by force or violence (Govt. Code 1028)
- p. Inability to perform job functions due to lack of required licenses or certifications
- q Any of the causes set forth in the Education Code
- r. Dishonesty
- s. Misrepresentation or falsification of any district record or other document relevant to employment
- t. Discourteous, offensive or abusive conduct or language toward other employees, pupils, or the public
- u. Repeated failure to follow the written instructions or directives of individuals with supervisory authority over that employee
- v. Conviction of a serious crime by a court of law for which conviction has a demonstrable adverse impact upon the District's ability to continue employment
- w. Abandonment of position
- x. Arrest and being formally charged with a sex offense or controlled substance offense as defined in Education Code Section 44010, 44011, 44940 and 45304
- y. Ethnic, racial, religious or sexual harassment of another

16.7 Immediate Suspension Possible

Any employee who is subject to discipline for any of the causes enumerated in Section 16.6 of these rules, may be immediately suspended prior to Board approval at the discretion of the Superintendent, subject to later ratification by the Board of Education.

16.8 Notice of Disciplinary Action or Hearing

A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.

A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute, in the language of the rule, regulation, or statute, is insufficient for any purpose.

A permanent classified employee to be suspended or dismissed shall be given written notice of the specific charges against him or her by personal delivery to him or her or by mailing of such notice to the address last provided to the school district. The written notice shall contain the following:

1. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based
2. A statement of the cause of the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice
3. Notice of the proposed action
4. A copy of the materials upon which the action is based
5. The time and place of the hearing before the Governing Board, if a hearing is requested. (The hearing should be at least ten (10) days from when the notice is given)
6. A statement that the employee may be represented by counsel at the hearing
7. A statement that the employee may present oral and documentary evidence and give his or her reasons to the Superintendent and the Governing Board why he or she feels that the reasons for dismissing him or her are incorrect and why he or she feels that he or she should not be dismissed
8. A statement that he or she will have the opportunity to examine the evidence presented by the representative of the administration and cross-examine (ask questions of) the witnesses presenting oral testimony on behalf of the district
9. A statement that the employee has a right to a hearing on such charges, and that the employee may request such hearing not less than five (5) days after the service of the notice to the employee, on a card or paper, the signing and filing of which shall constitute a demand for hearing and denial of all charges

16.9 Disciplinary Hearing

The disciplinary hearing shall be conducted in the following manner:

The hearing shall be prosecuted by a representative of the administration and be heard by

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the Governing Board.

1. The employee may be represented by counsel.
2. A transcript shall be made of the proceedings, by tape recording or by court reporter.
3. The Superintendent shall provide a copy of the letter to the employee setting forth the charges against him or her.
4. The representative of the administration prosecuting the case and the employee or his or her attorney shall be allowed to make opening statements.
5. The representative of the administration shall then begin by representing the administration's side of the case. This should be done by the presentation of documentary evidence and the calling of witnesses.
6. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against the witness. If the accused employee (respondent) does not testify, the employee may be called and examined as if under cross-examination.
7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
8. The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness who does not speak English proficiently shall be provided an interpreter. The cost of the interpreter shall be paid by the side calling the witness who uses the interpreter.
9. Witnesses shall be sworn and testify under oath.
10. The Board shall swear in the witnesses. The form of oath shall be as follows: "Do you solemnly swear under penalty of perjury, that the evidence you shall give in this

matter pending before the Governing Board of the Lakeport Unified School District shall be the truth, whole truth, and nothing but the truth.”

11. The Board may exclude from any such public or private hearing, during the examination of a witness, any or all other witnesses in the matter.
12. When the administration has presented the case against the employee, the employee shall be allowed to present his case in the same manner stated above.
13. The parties may wish, and may be allowed, to make closing statements.
14. The Board may hold the hearing in closed session unless the employee requests a public hearing.
15. In the event the meeting is willfully interrupted, the procedures may be closed to the public.
16. The Governing Board shall make findings and reach a decision as to whether to suspend or dismiss an employee. The Board has the discretion to impose the lesser penalty of suspension without pay on cases brought before them for dismissal.
17. If the employee or his or her attorney fails to object at the hearing that these rules are not being properly followed, or that any other law or requirement of due process is not being followed, these objections shall be deemed waived.
18. The burden of proof is on the district.

16.10 Notice of Decision

The employee shall be notified of the decision of the Governing Board in writing within five (5) days of the close of the hearing. This notice shall contain the specific charges against the employee and the causes for disciplinary action (Education Code Section 45116).

16.11 Limitations on Actions

No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

ARTICLE 17 – HOURS OF EMPLOYMENT AND OVERTIME (TA dated 11.16.21)

17.1 Initial Employment

Upon initial employment, each Unit Member shall receive a job description containing a statement of duties of the position, job title, regularly assigned hours per day, days per week and months per year, along with a statement containing the monthly and hourly rates applicable to this position, the Unit Member's regular work site, and regularly assigned work shift.

17.2 Hours

Each bargaining unit employee shall be assigned a regular and ascertainable minimum number of work hours per day and/or week.

17.3 Workweek

The workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week.

17.4 Increase in Assigned Time

Any Unit Member who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall receive the proportionate increase in benefits provided by Education Code Section 45137.

17.5 Lunch Periods

All Unit Members who work five (5) or more hours per day shall be entitled to an uninterrupted one-half (1/2) hour unpaid lunch period. The one-half (1/2) hour lunch period shall be taken around the middle of the workday at a time designated by the immediate supervisor. Those employees who work less than five (5) hours per day shall not be required or entitled to take a lunch period. Food service employees may take their lunch period at a time designated by the immediate supervisor.

17.6 Rest Periods

17.6.1 All Unit Members who work at least four (4) hours per day shall be entitled to a fifteen (15) minute rest period per each four (4) hours work. The rest period shall be taken, insofar as practicable, in the middle of the four (4) hour period at a time mutually convenient to the employee and the supervisor. An employee shall be back at work fifteen (15) minutes after he/she ceases work.

17.6.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the Unit Member.

17.6.3 The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure or extended lunch period. It may not be regarded as accumulative if not taken.

17.7 Overtime

Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or any time worked in excess of forty (40) hours in any calendar week.

17.7.1 All overtime hours, as defined in this Agreement, shall be compensated for at a rate equal to time-and-one-half (1-1/2) the regular rate of pay of the employee, or by compensatory time off, with the exception that any work required to be performed on any legal or local holiday as provided for in this Agreement shall be compensated for in addition to the regular pay received for the holiday at a rate equal to one and one-half times (1-1/2) the regular rate of pay of the employee, or by compensatory time off.

17.7.1.1 Overtime must be approved in advance by the Superintendent or designee.

17.7.1.2 The District shall provide for compensatory time off at the rate of one and one-half (1-1/2) times time worked.

17.7.1.3 If the Board grants compensatory time off, it shall grant such time within twelve (12) calendar months in which overtime is worked, after which such overtime owed and unused shall be paid.

17.7.1.4 Overtime may be at the Unit Member's request credited to sick leave. Overtime for less than full-time Unit Members as follows:

17.7.1.4.1 Four (4) hours or more per day Unit Members – work performed on the sixth (6th) or seventh (7th) day.

17.7.1.4.2 Less than four (4) hours per day Unit Members – work performed on seventh (7th) day.

17.7.1.5 Emergency Overtime/Call-Back Time

In the event that an hourly employee is called back to a site to respond to an emergency, the Unit Member shall be paid a minimum of two (2) hours overtime pay.

17.7.2 Overtime Assignments/Extra Time Assignments

A side letter will provide that individual supervisors will meet with Unit Members to attempt to agree on how to equitably distribute extra time and overtime assignments.

If supervisors and Unit Members under their supervision are unable to come to agreement on this issue, then the current contract language shall apply.

Overtime assignments shall be offered by rotation using the following criteria:

- a. Site by classification
- b. District by classification
- c. District by all others

17.7.2.1 In the event that there is an open extra duty position and a certificated staff member is not selected for that position, such an assignment will then be made available to qualified unit members prior to the position being advertised externally.

17.7.2.2 In the event that an extra-duty assignment opportunity conflicts with the classified employee's normal work hours, the supervisor will work with the employee to adjust his/her work schedule to accommodate both positions, if possible. A Flex-Time Form will be completed per extra duty assignment, pending approval of the direct supervisor, and Superintendent. (Appendix J)

ARTICLE 18 – SAFETY

- 18.1** The District shall conform to and comply with all health, safety and sanitation requirements imposed by state law.
- 18.1.1** District employees who follow safe and healthy work practices will be recognized by their supervisors through oral commendations, written commendations and/or award of certificates as appropriate.
- 18.1.2** Employees who fail to follow safe and healthy work practices may be subjected to appropriate disciplinary action, including, but not limited to, dismissal.
- 18.2** No Unit Member shall be in any way discriminated against as a result of reporting any condition believed to be detrimental to the health and safety of any Unit Member.
- 18.3** A Unit Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 18.3.1** The District will use the CASBO Custodial Formula for cleaning standards (Appendix F) and these will be available for review upon request.
- 18.4** Upon notification the District will first warn Unit Members who may be affected, then the Districts shall remove, eliminate or correct any unsafe, unhealthy or hazardous conditions.
- 18.5** The District agrees to furnish safety equipment, clothing and devices required for health and safety reasons and to maintain a safe and healthy environment for Unit Members, as defined in state and federal statutes, and to comply with all state and federal statutes regarding such safety and health matters.
- 18.6** The District shall have an Injury and Illness Prevention Plan.
- 18.7** The District Safety Committee shall meet, as needed, and not less than quarterly to carry out its functions with paid release time provided for any and all Unit Members on the Committee. A Unit Member, chosen by the bargaining unit, shall serve on the committee.
- 18.8** The following employees shall be trained and competent in CPR and/or First Aid. The District shall provide training and issuance of certificate or reimbursement for the cost of the course.

CPR

Site Assistant Day Care Program
District Health Technician
Secretaries
Library Clerks
Paraeducators
Campus Supervisor
Bus Driver

FIRST AID

Site Assistant Day Care Program
District Health Technician
Bus Driver
Campus Supervisor
Licensed Vocational Nurse (LVN)
School Crossing Guard

Licensed Vocational Nurse (LVN)
All food service personnel
School Crossing Guard

All other classified employees may participate in CPR and/or First Aid training at the District's expense.

18.9 Pupil Transportation

18.9.1 No Bargaining Unit Members shall be required to transport pupils in private vehicles. If an individual Unit Member informs his/her supervisor that he/she does not wish to be requested to transport pupils in private vehicles, Unit Member will not be requested to perform this duty.

18.9.2 Should the District request or require a Unit Member to transport pupil or pupils in a District vehicle the District's liability insurance shall be primary. Each District vehicle will carry proof of District insurance.

18.9.3 The District will provide Bargaining Unit Members with the District document that provides the Unit Member written authority to take District students on field trips or school sponsored off-campus activities.

18.10 In-service: Upon request by the Association, at least once a year, the District shall provide in-service training to Unit Members seeking training relating to dealing with assaultive pupils.

ARTICLE 19 – VACATIONS AND LEAVES

19.1 Vacations

Every regular Unit Member shall be entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced.

19.1.1 Vacation shall be earned at not less than the rate provided for in the Education Code as follows:

<u>Years of Service in the District</u>	<u>Full Time</u>
0 - 4	10 days
5 – 9	15 days
10 or more	20 days

19.1.2 Vacation days for Unit Members employed less than a full fiscal year are factored into their regular salary. Their vacations are to be taken during regular district holiday or non-school days. Under special circumstances, if additional time is taken, the employee will have a salary deduction unless special arrangements are made through the Supervisor to make up this time.

19.1.3 12 Month Unit Members

19.1.3.1 Unit Members must submit vacation day requests of more than five (5) days prior to April 30. Unit Members may take vacation of five (5) days or less at any time with prior approval of their site supervisor.

19.1.3.2 Unit Members are encouraged not to take vacation one (1) week before and one (1) week after the first and last day of school.

19.1.3.3 Denial shall not be unreasonable.

19.1.3.4 If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year, only, or be paid for in cash, at the option of the Governing Board. Under no circumstances will more than twenty (20) days be carried over from one year to the next.

19.1.3.5 At the Unit Member's request any unused vacation time may be credited to sick leave.

19.1.3.6 All other considerations being equal, in the event of a conflict of requested vacation, seniority will prevail.

- 19.1.4** Earned vacations shall not become a vested right until completion of the initial six (6) months of employment. However, it is the responsibility of the supervisor to maintain controls over the amount of vacation accumulated by employees in their departments.
- 19.1.5** The Unit Member may be granted vacation during the school year even though not earned as the vacation is taken.
- 19.1.6** If a Unit Member is terminated and has been granted vacation which was not yet earned at the time of termination of his or her services, the employer shall deduct from the Unit Member's severance checks the full amount of salary which was paid for such unearned days of vacation taken.
- 19.1.7** Upon separation from service, the Unit Member shall be entitled to lump sum compensation for all earned and unused vacation, except that Unit Member who has not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 19.1.8** This section shall not apply to substitute, short-term, or limited term employees, as they are defined in Education Code Sections 45103 and 45286.
- 19.1.9** When a holiday falls during the scheduled vacation of any bargaining unit member, the holiday shall not be charged against the Unit Member's vacation.
- 19.1.10** The District agrees to respond to any vacation or leave of absence requests within ten (10) working days.

If the District fails to respond within the ten (10) days it will be assumed as a positive response.

19.2 Leaves

All leaves are granted in compliance with and not in addition to leaves required to be granted by the Education Code.

19.2.1 Bereavement Leave: (Education Code 45194)

Every Unit Member shall be granted necessary leave of absence, not to exceed three (3) days or five (5) days, if travel of 250 miles in one direction is required, on account of death of any member of his/her immediate family. No deduction shall be made from the salary of such Unit Member, nor shall such leave be deducted from leave granted by other sections of this Agreement or provided by the Governing Board of this District. (See Article 3.12 for a definition of "Immediate Family".)

19.2.2 Jury Duty

The District shall grant leave of absence to any Unit Member who is regularly called for jury duty in the manner provided by law. The Governing Board shall

grant such leave with pay, up to the amount of the difference between the Unit Member's regular earnings and the amount he/she receives as juror's fees. Employees of the maintenance, operations and transportation department who are assigned to night shifts will be released from their regular work on the day(s) of completion of a full day of jury service.

19.2.3 Military Leave

A Unit Member shall be entitled to any military leave required by law.

19.2.4 Sick Leave

(Education Code 45191) Sick Leave is the absence of an employee because of illness or injury.

19.2.4.1 A regular Unit Member (probationary and permanent) shall earn paid sick leave at the rate of twelve (12) days per year for twelve (12) month full-time Unit Members. Unit Members working less than full time shall earn sick leave on the ratio of how their work year and/or work days bears to full time. Unused sick leave may be accumulated without limit.

19.2.4.2 At the beginning of each fiscal year, the sick leave credit of the Unit Member shall be increased by the number of days of paid leave which he/she would normally earn in the ensuing fiscal year. A Unit Member's sick leave credit shall be adjusted if a change of assignment alters that amount of sick leave earnable.

19.2.4.3 Sick leave may be taken at any time during the work year.

19.2.4.4 A new Unit Member with probationary status shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after six (6) months of active service with the District.

19.2.4.5 Pay for any day of sick leave shall be the same pay the Unit Member would have received if he/she had worked that day.

19.2.4.6 The Unit Member must notify his/her supervisor of his/her absence prior to the first day of absence, unless conditions make notification impossible. The Unit Member shall be required to indicate why notification could not be made as stated in this section.

19.2.4.7 At least one day prior to his/her expected return to work, the Unit Member shall notify his/her supervisor in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the Unit Member and the substitute report, the Unit Member shall be charged with a day of sick leave.

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19.2.4.8 The District may verify the illness or injury, including, but not limited to, requiring a report from a licensed physician. If the District sends a Unit Member to a licensed physician, the District shall pay for the examination.

The District may also require a report from a licensed physician if the Unit Members has been absent for three (3) working days or other circumstances exist to make the request reasonable.

19.2.4.9 Unit Members employed fewer than five (5) days per week and/or less than a full fiscal year are entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or days per week they are employed bears to twelve (12) months.

19.2.4.10 Sick Leave - in any year in which an employee does not use any sick leave as defined in Article 19.2.4/personal necessity time defined in Article 19.2.7, five (5) additional sick/personal necessity leave days shall be added to the employee's accumulated sick leave. If they use two (2) or less sick/personal necessity days in a given year, three days shall be added to accumulate sick leave. Bereavement leaves defined by Article 19.2.1 shall not count against this unless the employee exceeds the statutory 3/5 day Education Code award.

19.2.4.11 Classified employees may donate sick leave credits to an employee when that employee or a member of his or her family suffers from catastrophic illness or injury that is expected to incapacitate the employee and/or family member for an extended period of time. Catastrophic leave shall be granted when the employee has exhausted his/her sick leave and additional leave is needed.

Eligible sick leave credits may be donated to another classified employee for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee has exhausted all accrued sick leave.
- b. The employee who is, or whose family member is, suffering from a catastrophic illness or injury, or his or her designated representative, makes a request to the District that eligible sick leave credits be donated. The employee shall provide verification from a physician that such a catastrophic illness or injury exists, and that it will keep the employee out of work for an extended period of time.
- c. The Lakeport Unified Classified Employees' Association Executive Committee has determined that the employee is unable to work due

to the employee's or his/her family member's catastrophic illness or injury.

- d. Any employee using such catastrophic leave as described above shall not use such leave for a period to exceed twelve (12) consecutive months.
- e. Classified employees wishing to donate sick leave credits must do so in writing to the District.
- f. Donations shall not exceed two days per employee in any school year
- g. Donations of sick leave shall have no effect on Article 19.2.4.10.

19.2.5 Additional Sick Leave

A regular classified employee who has exhausted all paid leave including personal illness or injury leave, will be granted supplemental sick leave for a period of no more than 100 days per year. The 100 days shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave. While on supplemental sick leave, she/he shall be paid 50% of their regular salary as per Ed Code 45196. Provisions of this leave will be allowable under industrial accident and injury leave.

After exhaustion of all paid leave, a permanent employee may be placed on an additional leave upon request and with the approval of the Board. The additional leave may be paid or unpaid and may be extended for any period not to exceed 18 months. If placed on unpaid leave, the employees shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service. An employee shall not suffer a break in service when on an unpaid leave of absence.

19.2.6 Transfer of Sick Leave (Education Code Section 45202)

Any Unit Member who has been employed by another district for one calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this school district within one year of such termination of his/her former employment, shall have transferred with him/her to this district the total amount of earned leave of absence of illness or injury to which he/she is entitled under Education Code Section 45191.

19.2.7 Personal Necessity Leave (Education Code Section 45207)

In the case of personal necessity, a Unit Member may use, at his/her election, no more than ten (10) days of his/her sick leave for the following reasons:

- 19.2.7.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in this Article.
- 19.2.7.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 19.2.7.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 19.2.7.4** Personal necessity is limited to the reasons enumerated above with the following exception:
 - 19.2.7.4.1** In the case of a situation which requires a prompt response which cannot be made by anyone other than the employee, and cannot be made at any other time other than during the Unit Member's working hours; and,
 - 19.2.7.4.2** The Unit Member obtains the advance permission of the immediate supervisor by entry into the district's online absence system.
- 19.2.7.5** Within the allowed ten (10) personal necessity leave days (Article 19.2.7) employees shall be granted ten (10) nonconsecutive days of personal leave without verification of the purpose to the District, supervisor or site administrator.
- 19.2.7.6** Notification of the use of unverified personal leave shall be given to the site administrator or supervisor at least two (2) days in advance of the leave by entry into the district's online absence system.
- 19.2.7.7** Unverified personal leave shall not be requested during the first or last ten (10) contracted days during the school year.
- 19.2.7.8** Unverified personal leave may be granted on the day immediately prior to or after any legal or local holiday on a case-by-case basis, at the discretion of the Unit Member's supervisor and approval of the Superintendent. The decision shall be made in accordance with 19.2.7 on a first-come, first-served basis. If the request is denied, the employee shall be provided with a reasonable and specific explanation.
- 19.2.7.9** Unverified personal leave shall not be granted to more than ten (10%) percent of the staff of a school site on any day.

19.2.7.10 Unverified personal leave shall not be allowed at a time during which there is an Association-District labor dispute, condition of employee unrest or dissension, or at a strategic point in contract negotiations. The determination of such labor conditions shall be at the unilateral declaration of the District. Unverified personal leave during such a declared time period shall be treated as unpaid leave of absence.

19.2.8 Maternity Leave (Education Code 45193)

A Unit Member who becomes pregnant shall be entitled to take a leave for maternity reasons.

19.2.8.1 Paid Leave

A Unit Member who is pregnant may utilize sick leave during the period of time she is disabled. Disability shall begin at the written request of the employee accompanied by a statement from a duly licensed physician indicating the period of time the Unit Member shall not be physically able to perform her duties.

19.2.8.2 Unpaid Leave

Unpaid Leave may be granted to pregnant Unit Members to extend maternity leave beyond the period of disability.

19.2.8.3 Maternity leave shall not exceed 12 calendar months.

19.2.9 Industrial Accident and Illness Leave

19.2.9.1 Paid industrial accident and illness leave shall not be more than 60 working days in any one fiscal year for the same accident or illness. Allowable leave shall not be accumulative from year to year.

When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

19.2.9.2 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.

19.2.9.3 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if a Unit Member is receiving Workers' Compensation, the Unit Member shall be entitled to use only so much of the Unit Member's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the Workers' Compensation

award, shall provide for a full day's wage or salary.

19.2.9.4 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the Unit Member.

19.2.9.5 During all paid leaves of absence, whether industrial accident or illness, leave, sick leave, vacation, compensated time off or other available leave the Unit Member shall endorse to the District wage loss benefit checks received under the Workers Compensation laws of this State. The District, in turn, shall issue the Unit Member appropriate warrants for payment of wages of salary and shall deduct normal retirement another authorized contributions. Reduction to entitlement to leave shall be made only in accordance with this section.

19.2.9.6 After the expiration of all paid leave privileges, the District may place the Unit Member on an industrial accident leave without pay. The Unit Member shall be notified, in writing, that available paid leave has been exhausted and shall be offered an opportunity to request additional leave.

19.2.9.6.1 Any Unit Member receiving industrial accident leave benefit shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the State.

19.2.9.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the Unit Member is not medically able to assume the duties of his/her position, the Unit Member shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When released by a doctor and the Unit Member is available during the 39-month period, the person shall be employed in a vacant position in the group of the Unit Member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with the appropriate seniority regulations.

19.2.9.8 A Unit Member who has been placed on a reemployment list, as Provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

19.2.9.9 While a Unit Member is on any paid leave resulting from an industrial accident or illness, the Unit Member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the Unit Member under State Workers' Compensation Insurance laws, exceed the Unit Member's regular salary. A permanent Unit Member's salary is computed on the basis of the number of hours and days in his/her basic assignment.

19.2.9.10 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this section.

19.2.10 Leave Without Pay

Leave without pay, or LWOP, may be used instead of paid leave for various purposes with supervisory approval. Extended periods of leave without pay may affect health and retirement benefits, future pay adjustments, and leave accrual. LWOP may be approved at the discretion of the District for reasons not specified under the other leave provisions of this agreement. Leaves of less than five (5) working days may be approved by their supervisor. Leaves five (5) working days or greater require the approval of the Superintendent.

19.2.11 Leave Due to District Closure

In the event that work is cancelled by the District administration, the Board of Education shall grant emergency leave of absence to the Bargaining Unit Members affected. This leave shall be granted without loss of pay and shall not be charged against the Bargaining Unit Member's personal necessity or other paid leave.

ARTICLE 20 – HEALTH RELATED BENEFITS (TA dated 11.10.22)

20.1 Employee and Dependent Coverage

The District shall contribute towards the purchase of health insurance plans for eligible probationary and permanent Unit Members.

20.1.1 Unit Members and dependent health care insurance including pharmaceutical coverage

20.1.2 Unit Member and dependent dental care insurance

20.1.3 Unit Member and dependent vision care insurance

20.1.4 A term life insurance benefit in the amount of \$20,000 shall be provided for each Unit Member (not dependents). Entitlement for the term life insurance benefit is not restricted by Section 20.3

20.2 The Association shall have the right to equal representation on the Health Benefit Committee. The selection of the plans shall be made by the Association pursuant to the guidelines of the current District insurance carrier.

20.3 Unit Members working six (6) or more hours per day for a minimum of 180 contract days shall be entitled to full health related benefits provided in Section 20.1 above.

Part-time Unit Members (less than six hours per day) are entitled to purchase district health and welfare benefits.

The District will agree to hold in perpetuity the number of partially paid benefits to 10 (ten) employees. Any employee interested in receiving half district paid/half employee paid benefits shall, in writing, by the last working day in May, notify the Association and the District of his/her interest. The District will notify the Association by the first working day in June as to the number of part-time employees receiving half district/half employee paid benefits. Those members will have the option to continue to participate in the program. If the number of employees requesting to participate is more than 10, the District will then conduct a random drawing until the number of members receiving such benefits reaches ten (10). The Association and all employees in the drawing will be notified of the results by June 15th.

20.4 Health Related Benefit Cap (no changes for 2022-2023)

The District shall provide health and prescription drug insurance, dental insurance, optical insurance and term life insurance (employee only) and will offer up to four different coverage plans. The District cap for health and welfare benefits shall be \$15,500.00. Should the District's contribution exceed the cost of the health benefit plan chosen by the employee, the Unit Member shall receive the difference on a monthly basis less all normal payroll costs.

ARTICLE 21 – SALARIES

21.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each group as provided in Appendix A which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any differential and/or longevity increment required to be paid under this Agreement.

21.2 Frequency

All Unit Members shall be paid once per month according to standard Lake County Office of Education procedure.

21.3 Salary Warrants

Unit Members shall pick up salary warrants at the District Office or warrants will be distributed to the employee's job site.

21.4 Initial Placement on Salary Schedule

Initial placement on the salary schedule shall be based on the Unit Member's individual record of experience and training as evaluated by the Superintendent and approved by the Board of Education. New employees shall not be hired on an experience step higher than step six (6).

21.5 Credit of Years of Service

Unit Members shall have served in the District for more than 75% of the number of days required for their positions during the period from July 1 to June 30 in order for the year to count for salary advancement and longevity calculation.

21.6 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a separate supplemental check issued in the next payroll period, provided the employee notifies the Payroll Supervisor within two (2) days and the claim is undisputed. Should the claim be disputed, the check will be issued as soon as possible after resolution. If the Payroll Supervisor is notified after two (2) days, the supplemental check will be issued as soon as possible.

When payroll error results in overpayment to an employee in the bargaining unit, the employee, along with Association representatives if the employee wishes, shall meet with the District administration to negotiate a pay-back plan. In the event that the parties are unsuccessful in negotiating a pay-back plan, the District may deduct up to ten percent (10%) of the employee's overage from any check until such time as the overpayment is paid back to the District.

This ten percent (10%) deduction limitation applies to all payroll checks except an employee's last payroll check in the case where an employee's employment with the District is terminated.

- 21.7** Upon written request, the District shall issue twelve (12) pay checks to Unit Members employed less than a full fiscal year. This request must be submitted to the district by the last working day in June each year.

ARTICLE 22 – PERSONNEL FILES

- 22.1** There shall be a single personnel file for each Unit Member.
- 22.2** Personnel files shall be kept in the District Office.
- 22.3** All material placed in a Unit Member’s file shall be dated and signed by the person who caused the material to be prepared.
- 22.4** Access to a Unit Member’s personnel file shall be limited to a “need to know” basis. Access authorization must be obtained from either the Superintendent or the Unit Member. Anyone reviewing the Unit Member’s file, other than the Superintendent or an attorney appointed by the Superintendent, immediate supervisor, or the superintendent’s secretary, payroll specialist, or business manager, must have permission in writing for such review with a copy to the Unit Member. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested and been given access to the personnel file, as well as the dates such requests and access were made. Such log shall be available for examination by the Unit Member or his/her authorized Association representative.
- 22.5** Material in the personnel file shall be made available for the inspection by the Unit Member and a copy given to the Unit Member, upon request.
- 22.5.1** Such material, made available for inspection, is not to include ratings, reports, or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. A Unit Member shall have access to his/her numerical scores obtained as a result of a written examination.
- 22.5.2** An Association representative may review the Unit Member’s file with authorization from the Unit Member or may accompany the Unit Member in his/her review of the file.
- 22.6** Information of a derogatory nature shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his own comment thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 22.6.1** Information of a derogatory nature shall not be entered or filed without investigation and verification of the circumstance(s) leading to the derogatory materials.
- 22.6.2** Derogatory material in excess of two (2) years of age shall be marked obsolete and not be the subject of any adverse action against the Unit Member.
- 22.6.3** Derogatory material that is the subject of a grievance shall be filed in a confidential file separate from the personnel file for the duration of the grievance and shall not

be filed in the personnel file unless and until such derogatory material is substantiated by the grievance.

- 22.7** Any grievance(s) regarding this Article shall be filed at Level 2 of the Grievance Procedure.
- 22.8** A Unit Member's position description shall be included in his/her personnel file. Said position description shall be updated as necessary to reflect changes in the Unit Member's position title, nature of duties and other relevant information.
- 22.9** Any material not contained in the Unit Member's personnel file may not be used in any manner to assess work performance or in any action which affects the employment status of the Unit Member.
- 22.10** Any Unit Member shall have the right to add positive work-related material to their personnel file with the approval of the Superintendent or administrative designee.

ARTICLE 23 – PUBLIC CHARGES

23.1 Complainants are encouraged to discuss complaints with the Unit Member about who they are complaining in order that they may informally resolve the matter. If a complainant, following an informal conference, wishes to file a formal complaint, it shall be made in writing and signed by the complainant. A complaint shall be presented to the principal of the school or to the supervisor of the department in which the Unit Member works. Such complaints, whether oral or written, shall be reported to the Unit Member about whom the complaint has been made within five (5) working days of receipt of the complaint.

23.1.1 No adverse action shall be taken against a Unit Member by virtue of information or material of a derogatory or critical nature, which has been received by the District from students, parents, or other non-management or nonsupervisory employees and/or other members of the public except in accordance with the procedures contained in this Article.

23.2 Formal Complaint Procedures

23.2.1 If the principal/supervisor's investigation indicates a cause for further action, the principal, supervisor, or Superintendent shall notify the Unit Member and association concurrently of the District's intention to proceed with such action, and the Unit Member's right of appeal. The notice shall include the alleged reasons for the proposed action against the Unit Member as well as the specific details of the proposed action. In any such action the district agrees to follow progressive discipline in accordance with the provisions of Article 16 – Employee Discipline.

23.2.2 The Unit Member shall be given copies of all information in possession of the district on which the district bases its decision to act against the Unit Member. The Unit Member has the right to grieve any proposed action. If a grievance is filed, action shall be stayed pending the decision on the grievance. No action shall be taken against any Unit Member without an investigation and verification of the circumstance(s) leading to the charge.

23.2.3 If the investigation does not indicate cause for further investigation or action, the matter shall be dropped and all district records pertaining to the matter will be placed in a confidential file. This confidential file shall be maintained separately from the Unit Member's personnel file and will not be utilized in any disciplinary action against the Unit Member.

ARTICLE 24 – UNIT MEMBER RIGHTS

24.1 Rights to Organize and Participate in Union Activities

Unit Members shall have the right to form, join and assist the Association, to participate in activities of the Association and to negotiate with the District through representatives of their own choosing and for representation on all matters of employer-employee relations. However, pursuant to Government Code 3543, no employee in the Bargaining Unit may represent himself/herself, except as specified in Section 24.2 of this Article. Nor may any such Unit Member meet and negotiate individually with the District employer.

24.2 Grievances

Any employee may at any time present grievances to the District and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 of the Government Code and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response. Any such resolution of a grievance pursuant to this section shall not constitute “past practice” or a legal interpretation of the affected provisions of this Agreement, unless the written response of the Association agrees with the resolution presented to the Association by the District.

24.3 Rights of Citizenship – Statutory and Constitutional Rights

A Unit Member shall be entitled to full rights of citizenship. Constitutionally protected religious or political activities, or lack thereof, or the private and personal life, of any Unit Member shall not be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

Nothing contained in this Agreement shall be construed to deny any Unit Member his/her rights under the California Education Code or under any other applicable state and federal law or constitution of the United States.

24.4 Representation

Unit Members shall be entitled to representation by the Association on all matters of employer/employee relations (See Sections 24.1 and 24.2, this Article).

24.5 Loss/Destruction of Personal Property

The District shall reimburse a Unit Member for any loss or destruction of personal property provided that such loss occurred in the course and scope of the Unit Member’s employment with the District and provided the Unit Member received prior authorization to use such property in the scope of the member’s work with the District. Where the Unit Member is insured against such destruction or loss of property and there is a deductible required by the policy, the District’s liability shall extend only to the full amount of the

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required deductible obligation of the Unit Member under the insurance policy.

24.6 Workplace Problem Solving Procedures

A Unit Member shall have the opportunity to freely and successfully accomplish his/her work assignment without interference, discrimination or harassment from other employees or supervisors. In order to insure this right, the following problem procedures are established:

24.6.1 Unit Members shall have the right to address problems that are not grievances, to the District Superintendent or to their immediate supervisor. Grievances shall be processed in accordance with the procedures in Article 10. Problems raised pursuant to this procedure are not subject to the Article 10 grievance procedure. Problems alleged by Unit Members that involve discrimination, harassment or conflict in the work place shall be addressed in accordance with the following:

24.6.1.1 A Unit Member will discuss an alleged problem and its solution with his/her immediate supervisor/principal. The Unit Member may have an Association representative present at any stage of this procedure. The immediate supervisor/principal shall have five (5) workdays to investigate the alleged problem and provide a solution.

24.6.1.2 Should there be no solution given by the immediate supervisor/principal or the solution given is unacceptable to the Unit Member, the problem may be presented, in writing, to the Superintendent. The Superintendent shall hold a conference within five (5) workdays of receipt of the written presentation. The written presentation shall specify the nature of the problem, the solution sought and the proposed solution of the immediate supervisor/principal, if any. The Superintendent shall have five (5) workdays to provide a solution to the problem. If the Unit Member finds the Superintendent's solution unacceptable or if no solution was given by the Superintendent, the Unit Member may pursue the problem through other procedures, including, but not limited to, a court of competent jurisdiction, if applicable.

ARTICLE 25 – HOLIDAYS (Tentative Agreement dated 11.10.22)

25.1 Paid Holidays – Unit Members shall be provided with the following paid holidays (See the District Calendar for dates of each holiday):

- 25.1.1** Labor Day
- 25.1.2** Veteran’s Day
- 25.1.3** Wednesday before Thanksgiving Day
- 25.1.4** Thanksgiving Day
- 25.1.5** Friday following Thanksgiving Day (for Calif. Admissions Day)
- 25.1.6** December 25 – Christmas Day
- 25.1.7** January 1 – New Year’s Day
- 25.1.8** M.L. King, Jr. Day
- 25.1.9** Lincoln Day
- 25.1.10** Washington Day
- 25.1.11** Memorial Day
- 25.1.12** Juneteenth
- 25.1.13** Independence Day
- 25.1.14** Floating Holiday – the Friday before County Fair

25.2 Other Holidays

All Unit Members shall receive as paid holidays all days declared by the President, Governor, and the State or Governing Board to be days of public feast, mourning, thanksgiving or holiday. The “Floating Holiday” may be used for this purpose.

25.3 Holiday Pay Calculations

Unit Members working less than eight (8) hours per day will receive compensation for holidays. Salary paid for holidays shall be for the number of hours of service rendered on regular working days. These hours shall be determined at the time contracts are prepared and will be added to the total hours in the contract calculations.

25.4 Holidays on Saturday or Sunday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE 26 – NO SUBCONTRACTING

26.1 Work Preservation

There shall be no subcontracting or transferring out of bargaining unit work which has been traditionally or customarily performed by Unit Members.

26.2 Other Employees

No non-bargaining unit employee shall perform, except on an emergency or temporary basis, work within or substantially similar to work within the job description of a Bargaining Unit employee.

ARTICLE 27 – PROFESSIONAL GROWTH PROGRAM (TA dated 11.16.21)

27.1 Purpose

The purpose of a Professional Growth Program is to improve the standard of the classified service and open professional advancement opportunities in District employment for Unit Members.

27.2 Eligibility

Eligibility for participation in the Professional Growth Program is open to all Unit Members.

27.3 Course Work Criteria

27.3.1 The subject matter of course work must be related to job classifications presently approved by the Board of Education.

27.3.2 Costs of registration, books, mileage, subsistence and other similar costs of participating in the course work may be paid by the District. Units earned under this Section shall not be counted toward any salary stipend. The District's total annual commitment for this purpose for all employees together, shall not exceed \$1,000.

27.4 Credit Towards Professional Growth Stipend

27.4.1 College

27.4.1.1 Quarter units will be converted to semester units prior to awarding credit toward Professional Growth Program.

27.4.1.2 For each successfully completed course taken at a four (4) year college, university and/or a community college, credit will be granted at the rate of one (1) unit of professional growth for each fifteen (15) hours of coursework. Units must be successfully completed with a grade of at least "C" or its equivalent to be approved for salary credit.

27.4.2 Trade School/Adult Education

Credit will be allocated at the rate of one (1) unit of professional growth for each fifteen (15) hours of continuing education coursework.

27.4.3 Conferences/Workshops/Training Programs

Credit will be allocated at the rate of one (1) unit of professional growth for each fifteen (15) hours of continuing education coursework.

27.5 Professional Growth Wages Increase

Unit Members may apply the fifteen (15) unit Professional Growth Wage increase to one of the following options:

27.5.1 A five percent (5%) wage increase will be annually applied to the current salary schedule placement. Beginning 7/1/19 the maximum Professional Growth Wage increase for a Unit Member is 20% (four 5% wage increases). Current Unit Members at or above 20% will be capped at their current percentage); or

27.5.2 A promotion to the next highest Paraeducator level (i.e. Paraeducator I to Paraeducator II).

27.6 Procedures

27.6.1 To enter the Program, a Unit Member shall file an “Intent to Participate in the Professional Growth Program” (Appendix K) to the immediate supervisor and the Superintendent for review and approval. It will be the duty of the immediate supervisor and the Superintendent to implement this Article. They will screen applications, authorize Unit Members to proceed and review completion of units for the Professional Growth Stipend. The immediate supervisor and the Superintendent will determine the number of units allowed for a given activity if there is a question of allowance.

27.6.2 In order for units to count toward the stipend, the “Intent to Participate in the Professional Growth Program”, must be received and approved by the District Office prior to enrolling in the course.

If a Unit Member needs to attend an approved course or other professional growth opportunity which occurs during the Unit Member’s assigned work hours, he or she shall make arrangements with the site administrator or supervisor for how the position will be covered and how to make up missed work time. Approval will be granted not more than once per school year on a case-by-case basis for a course or other professional growth opportunity not available at any other time.

27.6.3 In order to qualify, the Unit Member must have filed the “Intent to Participate in the Professional Growth Program”, received approval of intended training/course from the immediate supervisor and the Superintendent. All interpretations for receipt of the stipend or placement for range movement shall be based on official transcripts, verifiable information and documentation, which must be filed with the District Office no later than October 15 for consideration for advancement in the current fiscal year.

27.6.4 The Professional Growth Stipend will be applied to wages (wage adjustments made) annually in July of each year. The terms of retro payment for Professional Growth Stipend wages will be treated in the same manner as regular salary wages, unless specifically addressed through the negotiations process.

27.6.5 Unit Members pursuing additional education in positions designated by the District as positions of need shall be provided priority access to District designated computer equipment during non-student use time for the purpose of completing professional coursework or education necessary to become qualified to serve in a District designated position of need.

ARTICLE 28 – RETIREMENT BENEFITS

28.1 Health Related Benefits

Employees who retire after not less than five (5) years of paid service in the District and who have achieved fifty (50) years of age, shall be eligible to continue participation in the District sponsored fringe benefit plans until the Retiree qualifies for Medicare A and B. The Unit Member must have been covered by the District-sponsored health plans for a period of five (5) years immediately preceding retirement. The Retiree may maintain coverage for dependents covered under the plans at the time of retirement.

28.1.1 In order to receive these benefits the Unit Members must arrange with the District, at the time of retirement, to make premium payments.

28.1.2 Retirees forfeit the right to coverage under any of the District health benefits programs upon non-election of coverage at the time it is first offered.

28.1.3 Those Retirees who elect coverage under District health benefit programs for which premiums paid are less than the annual amount received under an early retirement incentive program shall be paid the difference as a single payment taxable compensatory benefit in June of each year of the program (See Section 28.2.4).

28.1.4 In the event the insurance carrier disallows coverage for the retiree (or group of retirees) under this option, a taxable compensatory cash payment, less premiums paid for any coverage, would be made to the retiree.

28.1.5 Employees who terminate regular service to the District prior to reaching 50 years of age shall provide five (5) days of service to the District each year until the attainment of age 50. Such service shall be determined by mutual agreement between the District and individual concerned.

28.1.6 This benefit will terminate in the event of the recipient's death. However, nothing herein shall be construed as a waiver of any Unit Member's or Unit Member's dependent's right to benefits guaranteed under COBRA.

28.2 Early Retirement Incentive Program

Unit Members may select one of five (5) early retirement options for which they meet eligibility requirements. Refer to Appendix G Classified Retirement Election Form.

28.2.1 Subject to collective bargaining, these retirement incentive programs do not establish a vested right and may be terminated as to employees who have not already retired under the provisions of one of the programs.

28.2.2 Early Retirement Incentive Amount (ERIA)

The Early Retirement Incentive program will be based on the dollar amount calculated for each individual employee, which will be determined by multiplying the amount of the final regular contract annual salary by the applicable factor from the following table:

<u>Age</u>	<u>Factor</u>
up to age 54	.43
55-59	.51
60-64	.52
65 +	.47

This dollar figure shall be referred to as the Early Retirement Incentive Amount (ERIA).

28.2.3 OPTION I – TWO YEARS ADDITIONAL SERVICE CREDIT (Golden Handshake) Government Code Section 20856

28.2.3.1 ELIGIBILITY – Unit Members must retire from regular service in the District and meet other eligibility requirements for retirement under Public Employees Retirement System regulations (50 years age – 5 years PERS membership).

28.2.3.2 PROVISIONS

28.2.3.2.1 A Unit Member may qualify for two additional years of service credit with PERS under this program.

28.2.3.2.2 This option shall be offered if authorized under PERS regulations and by amendment of the contract between the Board of Administration of PERS and the Lake County Superintendent of Schools.

28.2.3.2.3 The District must demonstrate that granting the two years of additional service credit will save money for the District. If participation is denied on the grounds of costs, the District will provide a copy of the calculations used in determining the denial.

28.2.3.2.4 The amount of the benefit will vary according to the length of service, salary level and age of the recipient.

28.2.3.2.5 The District cost of the benefit is determined by a formula which considers the age and salary of the recipient according to PERS regulations.

28.2.3.2.6 HEALTH RELATED BENEFITS may be continued as prescribed in Section 28.1.

28.2.4 OPTION 2 – DISTRICT CONTRIBUTION TOWARD HEALTH RELATED BENEFIT COSTS

28.2.4.1 ELIGIBILITY – Unit Members must retire from regular service in the District and must have completed not less than 20 years of service in the District and meet other eligibility requirements for retirement under Public Employees Retirement System regulations.

28.2.4.2 PROVISIONS – Retirees may continue to be covered under the District health benefits program in effect for active Unit Members as prescribed in Section 28.1 above. The District will contribute the amount determined by the formula stated in 28.2.4.3.1 per month toward the purchase of health benefits until the retiree reaches the age of 65 or until a total determined by the formula stated in 28.2.4.3.2 (whichever occurs first) has been contributed to help meet health insurance costs.

28.2.4.3 FORMULAS FOR OPTION 2

28.2.4.3.1 Per month District contribution = ERIA + 80%\120

28.2.4.3.2 Lifetime Maximum District Contribution = ERIA + 80%

28.2.4.4 Retirees may elect to be paid the per month District contribution within the stated age and total contribution limitations and provide for their own private health coverage. Direct payment to the retiree is a taxable compensatory benefit.

28.2.4.5 This benefit will terminate in the event of the recipient’s death.

28.2.5 OPTION 3 – TWO YEAR CASH PAYMENT

28.2.5.1 ELIGIBILITY – Unit Members must resign or retire from regular service in the District following the completion of not less than 20 years of paid service to the District.

28.2.5.2 PROVISIONS – The amount of this taxable compensatory benefit will be established by the ERIA of the retiree and will be paid in two equal installments: one in the year of retirement and one in the subsequent tax year.

28.2.5.3 HEALTH RELATED BENEFITS may be continued as prescribed in

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Section 28.1

28.2.5.4 This benefit will terminate in the event of the death of the recipient.

28.2.6 OPTION 4 – FIVE YEAR CASH PAYMENT

28.2.6.1 ELIGIBILITY – Unit Members must resign or retire from regular service in the District following the completion of not less than 20 years of paid service to the District.

28.2.6.2 PROVISIONS – The amount of this taxable compensatory benefit will be established by the ERIA of the retiree plus 25 percent (ERIA + 25%) and will be paid in five equal payments in five consecutive years starting with the year of retirement.

28.2.6.3 Health related benefits may be continued as prescribed in Section 28.1.

28.2.6.4 This benefit will terminate in the event of the death of the recipient.

28.2.7 OPTION 5 – AMOUNT OF FIVE YEAR CASH PAYMENT CONTRIBUTED TOWARD HEALTH RELATED BENEFITS

28.2.7.1 ELIGIBILITY – Unit Members must resign or retire from regular service in the District following the completion of not less than 20 years of paid service to the District.

28.2.7.2 PROVISIONS – The amount of this benefit will be established by the ERIA of the retiree plus 25 percent (ERIA + 25%) and will be applied toward premium payments for Health Related Benefits under provisions of Section 28.1.

28.2.7.2.1 This benefit will extend over a five (5) year or 60 month period or until the retiree reaches the age of 65 (whichever occurs first).

28.2.7.2.2 The maximum lifetime benefit allowance shall be retiree's ERIA + 25% and the monthly District Contribution toward benefits shall be the ERIA + 25% / 60.

28.2.7.2.3 If the District maximum benefit is paid out before the retiree reaches age 65, the retiree may continue participation in the medical benefits as prescribed in Section 28.1.

28.2.7.3 This benefit will terminate in the event of the death of the recipient.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM

- 29.1** The Association and the District recognize that work performance may be adversely affected by many situations, to include alcoholism or substance abuse, marital or family problems, emotional distress (depression, stress, etc.) and other personal difficulties including those resulting from financial, legal and health problems. The Association and the District are supportive of any Unit Member who wishes to seek assistance in dealing with such problems.
- 29.2** The District and the Association shall develop a mutually agreed to Employee Assistance Program (EAP) which shall include present health and welfare rehabilitation days and psychological counseling at no cost to the Unit Member or the District beyond the present health and welfare program for members now being covered.
- 29.3** The EAP shall be designed for problem solving to help Unit Members where necessary to return to a productive and efficient level of job performance.

The Program shall:

- 29.3.1** Identify and respond to personal or emotional problems which might interfere directly or indirectly with job performance.
- 29.3.2** Provide information and/or referrals to appropriate counseling, treatment or support services.
- 29.4** Unit Members are encouraged to contact a counselor whenever they are experiencing a personal problem which has the potential to affect work performance.
- 29.5** Use of EAP is voluntary and confidential. No information will be disclosed without written consent from the participating Unit Member, and no EAP records are to be included in personnel files. No EAP information shall be used in any disciplinary action taken by the District against a Unit Member.
- 29.6** Members of a Unit Member's immediate family may use EAP services under the same terms and conditions as a Unit Member.

ARTICLE 30 – CLASSIFICATION, RECLASSIFICATION

30.1 Placement in Class

Every bargaining unit position shall be placed in a class.

30.2 New Positions or Classes of Positions

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description describes duties performed by Unit Members or by which the nature of the duties should reasonably be assigned to the bargaining unit.

30.3 Position Descriptions

For each classification, position descriptions will be provided. Said descriptions shall be developed jointly in those instances where the District anticipates creating a new position. The description shall be distributed to all Unit Members when hired. A copy will be maintained in the Unit Member's personnel file. At a minimum, the descriptions will include:

30.3.1 Position title, classification and description of the position and duties.

30.3.2 Minimum qualifications for the position.

30.3.3 A specific statement of required tasks and responsibilities.

30.3.4 The assigned position site, the number of hours per day, regular assigned work shift time, days per week, and months per year assigned to the position, the salary range and any other pertinent information.

30.3.5 Position title and name of the immediate supervisor.

30.4 Downward Adjustment

No position shall be adjusted downward during the life of this Agreement.

30.5 Reclassification Requests and Process

Where, as a result of the increase in the complexity of the duties being performed by an employee, and where the change in the duties is of a permanent nature, the employee, his/her supervisor, or the Association may submit a request to have his/her classification reviewed. Such application shall be made on the appropriate District form (See Appendix I). The form shall be submitted to the District Office.

- 30.5.1** A Classification Committee shall be established which shall include two (2) members appointed by the Association and two (2) members appointed by the superintendent. The four (4) panel members selected by the Association and the superintendent will have seven (7) days to select a neutral chairperson to serve on the committee. The Committee appointments shall remain confidential between the District and the Association.
- 30.5.2** The supervisor shall review and comment on the reclassification request and forward it, within ten (10) days of receipt, to the Business Manager.
- 30.5.3** The Business Manager shall review the request and forward it, within five (5) days of receipt, to the Association president.
- 30.5.4** The Association President shall review the request and forward it within five (5) days of receipt to the Superintendent. The Association President may send comments directly to the Committee.
- 30.5.5** The Superintendent shall review the request and forward it, within five (5) days of receipt, to the Classification Committee. The Superintendent may send comments directly to the Committee.
- 30.5.6** The Classification Committee shall within fifteen (15) days, review requests for reclassification and provide their recommendation to the Superintendent and Association President.
- 30.5.7** With the recommendation of the committee, these requests will be forwarded to the Board of Education for review at the next regularly scheduled board meeting.
- 30.5.8** The decision to reclassify shall be at the sole discretion of the Board of Education.
- 30.5.9** Upon each change in classification, the affected Unit Member shall be furnished a copy of the new job description and advised in writing of the salary schedule placement.

30.6 Salary Placement of Reclassified Positions

When a position or class of positions is reclassified, which includes additional responsibilities, the position or positions shall be placed on the salary schedule in a range which will result in at least one (1) range increase above the salary of the existing position or positions.

30.7 Compensation for Temporary Work Out of Class

Any time a Unit Member is assigned duties that are not a part of his/her position description in excess of five (5) working days within a fifteen (15) calendar day period, the Unit Member will have his/her salary adjusted upward by an amount which reasonably reflects the increased responsibility for the entire period worked out of classification.

ARTICLE 31 – DURATION AND EXECUTION (TA dated 11.16.21)

- 31.1** This Agreement shall be in full force and effect from July 1, 2020, through June 30, 2023.
- 31.2** In the event the Association and the District do not reach a written successor agreement by June 30, 2023, at 12:00 midnight, this Agreement shall remain in full force and effect thereafter, on a day-to-day basis until a successor Agreement is reached.
- 31.3 Reopeners**
- 31.3.1** During the term of this agreement, the Association and District shall negotiate Health and Welfare Benefits, Article 20; salaries, Article 21; and up to two other articles selected by each party.
- 31.3.2** Those reopened negotiations shall proceed as specified under Article negotiations.
- 31.4** All matters not specifically set forth in this Agreement are deemed to be within the discretion of the District, except that, if the District is considering unilateral action or change on a matter relating to or falling within the scope of representation (Government Code Section 3542.2) the District will notify the Association in writing and the Association may submit a written request to bargain the matter.
- 31.5** The foregoing Agreement is hereby executed by the designated representatives of the Association and the District in accordance with the Educational Employment Relations Act (EERA).

ARTICLE 32 – DRUG/ALCOHOL TESTING

The Superintendent may direct a Unit Member to submit to a drug test or a drug testing program, at District expense, when there is reasonable, articulable suspicion that the Unit Member either possessed or controlled drugs or alcohol on District property or was under the influence of drugs or alcohol on District property. Failure or refusal of a Unit Member to submit to or complete such an ordered drug testing or drug testing program constitutes insubordination and as such is grounds for appropriate disciplinary action pursuant to Article 16.

EXECUTED AND AGREED TO this ____ day of _____.

LAKEPORT UNIFIED SCHOOL DISTRICT

LAKEPORT UNIFIED CLASSIFIED
EMPLOYEES' ASSN.

By _____

President, Governing Board

By _____

Co-President, LUCEA

By _____

Superintendent

By _____

Co-President, LUCEA

By _____

Chief Business Official

APPENDICES

Appendix A	Classified Salary Schedule
Appendix B	Grievance Form
Appendix C	Classified Personnel Evaluation of Performance
Appendix D	Five Year Evaluation Form
Appendix E	Classified Employee Position Groups
Appendix F	CASBO Custodial Cleaning Time Standards
Appendix G	Classified Retirement Election Form
Appendix H	Standards for the Interpretation of Contract Language
Appendix I	Classification Review Request
Appendix J	Flex-Time Form
Appendix K	Intent to Participate in Professional Growth Program

APPENDIX A

**LAKEPORT UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2022-2023**

Effective 7/1/2022 – 6% increase

Step	A	B	C	D	E	F	G	H	I	J	K
1		16.01	16.77	17.56	18.39	19.10	20.00	20.65	21.32	23.86	35.04
2		16.34	17.11	17.92	18.77	19.48	20.41	21.06	21.75	24.35	35.74
3		16.65	17.44	18.27	19.14	19.86	20.81	21.48	22.18	24.84	36.46
4		16.98	17.79	18.65	19.53	20.27	21.22	21.91	22.62	25.33	37.15
5		17.74	18.59	19.48	20.41	21.19	22.18	22.89	23.64	26.48	38.97
6		18.12	18.96	19.86	20.81	21.60	22.62	23.36	24.12	27.02	39.74
7		18.47	19.35	20.27	21.23	22.04	23.07	23.82	24.59	27.54	40.48
8		18.85	19.73	20.67	21.66	22.47	23.53	24.31	25.09	28.10	41.17
9		19.22	20.13	21.08	22.08	22.93	24.01	24.78	25.59	28.66	41.89
10		20.74	21.75	22.77	23.85	24.76	25.92	26.77	27.63	30.95	45.79

Hourly rates shown. Full time = 2080 hours per year.

RANGES:

A - None

B - Cafeteria Worker, Campus Supervisor, Site Assistant - Day Care, School Bus Monitor

C - Bilingual Paraeducator I, Intervention Paraeducator I

D - Bilingual Paraeducator II, Intervention Paraeducator II, PBS Paraeducator I, Sp Ed Paraeducator I

E - Bilingual Paraeducator III, Custodian, Assistant Cook, Intervention Paraeducator III

Positive Behavior Support Paraeducator II, Sp Ed Paraeducator II

F - Night Custodian, After School Program Coordinator

G - Head Custodian, Bus Driver/Custodian, Lead Cook

H - School Secretary, Attendance Secretary, Head Groundskeeper, Library Clerk/Media Center Specialist

I - M.O.T. Secretary, Technology Technician, District Health Clerk

J - Mechanic, Skilled Maintenance Worker, Technology Technician II, Licensed Vocational Nurse,
Transportation Specialist, Student and Family Advocate, Special Education Secretary

LONGEVITY SCHEDULE:

Tier 1 = 1% for 6-9 years of employment at LUSD

Tier 2 = 2% for 10-14 years of employment at LUSD

Tier 3 = 3% for 15-19 years of employment at LUSD

Tier 4 = 4% for 20+ years of employment at LUSD

Approved: April 12, 2023

APPENDIX B

**Lakeport Unified School District
Classified Employee
Grievance Form**

This form is to be used to process a grievance under provisions of Article 10 of the collective Bargaining Agreement between the Lakeport Unified Classified Employees' Association/NEA/CTA and the Lakeport Unified School District. Refer to Agreement for timelines and other details.

Name of grievant: _____ Date: _____

Work Location: _____ Position Title: _____

Status of Grievance: Informal Stage: _____
Formal Stage: _____ Date: _____

Date of alleged misinterpretation, misapplication or violation of the Agreement: _____

Provide an explanation of incident(s) which are the basis of your grievance:

Explain how grievant was adversely affected:

Specify remedies sought to resolve the grievance:

APPENDIX C

**LAKEPORT UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE ORIENTATION CONFERENCE**

The orientation conference is the first part of the employee work performance assessment. The improvement of the employment skills and all assessments shall be conducted in good faith and in accordance of the contractual agreement.

Review Job Description and Work Expectations

Review Evaluation Process

Employee Signature & Date

Supervisor Signature & Date

Set Goals and Objectives: the standards, goals, objectives and expectations shall be consistent with the duties and responsibilities set forth in the employee's position description.

Employee Signature & Date

Supervisor Signature & Date

APPENDIX C

**LAKEPORT UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE OBSERVATIONS**

The employee's performance observations are part of the employee work performance assessment. The improvement of the employment skills and all assessments shall be conducted in good faith and in accordance with the provisions of the Contractual Agreement.

DATE OF 1ST OBSERVATION: _____

- Progress was made towards goals and objectives.
- Progress was not made towards goals and objectives.

Employee Signature & Date

Supervisor Signature & Date

DATE OF 2ND OBSERVATION: _____

- Progress was made towards goals and objectives.
- Progress was not made towards goals and objectives.

Employee Signature & Date

Supervisor Signature & Date

DATE OF 3RD OBSERVATION: _____

- Progress was made towards goals and objectives.
- Progress was not made towards goals and objectives.

Employee Signature & Date

Supervisor Signature & Date

APPENDIX C

LAKEPORT UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL EVALUATION OF PERFORMANCE

NAME _____ Probationary Rating: _____ 2nd Mo. _____ 4th Mo. _____ Final

POSITION _____ Annual Rating Period: _____ to _____

SITE _____ Overall Rating: _____ (average of ratings)

*** Rating Scale for Performance Level:**

- 4 – Excellent = Significantly and Consistently Exceeds Expectations
- 3 – Satisfactory = Meets Expectations
- 2 – Needs Improvement = Does Not Meet Expectations
- 1 – Unsatisfactory = Does Not Meet Expectations (significant improvement required)

*** Rating Performance Factors Supporting Observations and Growth/Goals**

	<u>JOB SKILLS</u> Knows and understands job requirements Applies job knowledge Learns new tasks Gives and accepts cross training	
	<u>QUALITY OF WORK</u> Neat, accurate and thorough Uses time/materials cost effectively and efficiently Follows District policies and procedures	
	<u>DEPENDABILITY / PRODUCTIVITY</u> Consistently meets deadlines Output meets expectations Demonstrates ownership of job Follows through on assignments Self-starting, resourceful	
	<u>COOPERATION</u> Works effectively with supervisor/others Assists others as needed Observes proper channels of communication	
	<u>ATTENDANCE</u> Comes to work on time daily Conforms to assigned work/break times Demonstrates consistent/regular attendance	
	<u>ATTITUDE</u> Displays interest in work Accepts responsibility Seeks growth opportunities Observes safety rules	
	<u>HYGIENE / APPEARANCE</u> Dresses appropriately for position Maintains neat and clean appearance	
	<u>ADDITIONAL FACTORS</u> Factors not considered above (identify specifically)	

**A rating of 1 or 2 requires the following: supporting comments; specific recommendations for improvement.*

 No Signature of Evaluator Date _____
 Statement attached: Yes
 (Circle One)

 Signature of Employee Date

In signing this Evaluation of Performance Report, the employee acknowledges having seen and discussed the report with the evaluator, but shall not imply agreement with its content. The unit member has the right to submit a written reaction to the evaluation within ten (10) days of receipt of the evaluation (Article 15.3.9).

APPENDIX C
LAKEPORT UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL EVALUATION OF PERFORMANCE

ADDITIONAL COMMENTS:

Signature of Evaluator
Date

Signature of Employee
Date

COMMENTS OF EMPLOYEE
(Optional)

Note: Employee signature is required to indicate having read this report. Employees may add any written statement they wish in relation to this evaluation. Such statement should be provided on a separate sheet which will be filed with the original.

Signature of Employee

Date

APPENDIX D
Lakeport Unified School District
Five Year Evaluation Cycle Agreement
For
Classified Employees

_____ has met the requirements (please verify and check):
(print employee name)

- Has permanent status with the District
- Employed by the District for 10 years or more
- The rating of each of the performance factors on the final evaluation, dated _____, is a "3".

This agreement must be signed at the final meeting of the evaluation year.

Five year evaluation cycle will begin _____ and ending _____
(write next school year)

(two evaluation cycles later. Example: begin 2020-21, ending 2023-24. Next evaluation would be in the 2024-25 school year)

_____ Evaluator	_____ Evaluatee
_____ Date	_____ Date

Note: The unit member or evaluator may withdraw from the agreement not later than 7th week of any school year in which case the employee shall be evaluated that year. This provision shall not preclude a supervisor from making informal observations at any time.

I, hereby withdraw from the above agreement for the five –year evaluation cycle.

_____ Evaluator	_____ Evaluatee
_____ Date	_____ Date

APPENDIX E

CLASSIFIED EMPLOYEE POSITION GROUPS AS DEFINED IN ARTICLE 14.2.2

Positions are listed within groups from which laid off employees would have bumping rights based on district seniority. Positions cannot be bumped into unless the employee possesses those basic qualifications and required skills as specified in the job description.

Group I: Student Instruction/Supervision

<i>(After School Program Aide)</i>	<i>(PIP Paraeducator)</i>
Bilingual Paraeducator I/II/III	Special Ed Paraeducator I/II
<i>(Hard of Hearing Paraeducator)</i>	<i>(SFA Tutor)</i>
Paraeducator I/II/III	<i>(Tutor)</i>

Group II: Food Services

Assistant Cook	High School Assistant Cook
Cafeteria Worker	Lead Cook
Food Service Assistant	

Group III: Maintenance and Operations

Bus Driver /Custodian	Head Groundskeeper
Computer Technician	<i>(Itinerant)</i>
<i>(Custodian)</i>	<i>(Maintenance)</i>
<i>(District Custodian/Maintenance Worker)</i>	Night Custodian
<i>(Groundskeeper)</i>	Skilled Maintenance Worker
Head Custodian	

Group IV: Transportation

Bus Driver	Mechanic
<i>(Lead Bus Driver)</i>	<i>(Special Ed Bus Driver)</i>
Bus Driver/Classified Support	

Group V: Clerical

Administrative Secretary	High School Bookkeeper /Attendance Clerk
<i>(Community School Partnership Coordinator)</i>	High School Library Clerk
<i>(District Health Technician)</i>	High School Secretary
Elementary/Middle School Library Clerk	Student Services Clerk
Elementary/Middle School Secretary	MOT Secretary/Data Entry Specialist
Elementary/Middle School Health Technician	

Group VII: Instruction Specialists

<i>(Art Specialist)</i>	Computer Lab Specialist
Music Specialist	Computer Lab Assistant
Technology Telecommunications Coordinator	

Group VIII: Supervision

Campus Supervisor	Site Assistant Daycare
School Crossing Guard	

*Eliminated positions are in italics

APPENDIX F

CASBO Custodial Cleaning Time Standards

In determining time standards, you must incorporate what level of cleaning you as the client would be willing to pay for, which services you could not live without, and which services you would give up to create time for more cleaning services.

In evaluating the time line for a day custodian, defined as a person who works at a school site while students are present, you must determine time available for performing assigned duties.

8 hours	480 minutes
2 breaks (15 min. each)	30 minutes
Security check. Replace tools and Equipment	20 minutes
Time available to provide services	430 minutes
NON CLEANING DUTIES	
Open the school. Check for vandalism, safety concerns, and maintenance items.	40 minutes
Playground — field inspection	25 minutes
Miscellaneous duties, including teacher/site manager requests, activity set-ups, repairing furniture/equipment, ordering and delivering supplies	60 minutes
Put up flag and P.E. equipment	20 minutes

**C A S B O C u s t o d i a l
Cleaning Time Standards**

Weekly duties one each day	5 minutes
Monday	Dust horizontal surfaces
Tuesday	Clean chalk trays and spot clean doors and walls
Wednesday	Clean table tops
Thursday	Clean sink counters and spot clean carpets
Friday	Clean chalk boards and trays
Note: In cleaning sinks do not forget to clean fixtures, dispensers, and edges.	
Time Line for Other Cleaning	
Multipurpose room	9 minutes per 1000 sq. ft.
Home E.C. including wet mop	30 minutes per room
Kitchen and restrooms if applicable (includes damp mopping)	20 minutes per 1000 sq. ft.
Gymnasium	6 minutes per 1000 sq. ft.
Shops	10 minutes per 1000 sq. ft.
Clay and art rooms (including damp mopping)	17 minutes per 900 sq. ft.
Office	20 minutes per 1000 sq. ft.
Rest Room Care, Kindergartens, and Kitchens Are the Most Important Functions That We Perform and Carry the Highest Priority of Our Time!	
In cleaning restrooms the following will hold true:	
Check all dispensers for paper and soap; sweep floors; dump trash; clean sinks; toilets, and urinals (paying close attention to cleaning under the rim and lip of toilet and urinals); clean minors; damp mop floors daily (paying close attention to borders and behind the doors); and dust weekly, including the vent.	
In cleaning of restrooms with less than 10 fixtures, it will take 2 minutes per fixture. In restrooms with 11 or more fixtures, it will take 1.5 minutes per fixture.	

APPENDIX G
Lakeport Unified School District
Classified Retirement Election Form

Employee Name _____ Position _____

Date of Retirement: _____

Date Retirement Accepted by Board: _____

Final Year Annual Salary: _____

*Retirement incentive programs based on final year annual salary.

Retirement option elected as provided in Collective Bargaining Agreement,
Classified employees (LUCEA) - per Article 28

_____ Article 28.2.3 - Option #1 - Two Years Additional Service Credit

_____ Article 28.2.4- Option #2 - District Contribution Toward Health Related Benefit Costs

per month contribution _____
until contributions reach: _____
or until employee's 65th birthday.

_____ Article 28.2.5 - Option #3 - Two Year Cash Payment

2 equal payments of: _____
not to exceed: _____

_____ Article 28.2.6 - Option #4 - Five Year Cash Payment

5 equal payments of: _____
not to exceed: _____

_____ Article 28.2.7 - Option #5 - Amount of Five Year Cash Payment Contributed Toward Health
Related Benefits

per month
contribution: _____
until contributions
reach: _____
or until employee's 65th birthday.

Employee Signature _____ Date: _____

Received by _____ Date: _____

Worksheet for: _____

DOB: _____ Age: _____ Service years: _____

Final Annual Contract: _____
_____ Factor

EIRA Amount: -

Option #2 District contribution x 120 months (10 yrs)			
EIRA:	-	per month	<u> - </u>
+ 80%	<u> - </u>	until age 65	
Total contribution	<u> - </u>		

Option #3 2 year cash payment			
EIRA:	-	Total	
/ two	-	Annual payment	

Option #4 5 year cash payment			
EIRA:	-	Annual payment	<u> - </u>
+ 25%	<u> - </u>		
Total	<u> - </u>		

Option #5 District contribution x 60 months (5 yrs)

EIRA:	-	per month	<u>-</u>
+ 25%	<u>-</u>	until age 65	
Total contribution	<u>-</u>		

APPENDIX H

Standards for the Interpretation for Contract Language

1. If the Association is making a case for the meaning of a particular section of the contract, the burden of proof is on the Association.
2. The purpose of the process is to interpret, not legislate.
3. Evidence of the intent of the parties when they were drafting contract language shows intended meaning even if actual language is not clear.
4. Clear and unambiguous language will be enforced without further interpretation.
5. If there are two possible interpretations where one is lawful and the other isn't, the decision will side with the lawful version.
6. Unless terms are specifically defined with the contract, the usual and customary definition of the term will be used. Trade and technical terms will be used as commonly defined in the field unless otherwise defined in the contract.
7. The contract will be viewed as a whole when determining the meaning of a particular part.
8. An interpretation that would lead to an absurd or nonsensical result will be rejected. Seeking an interpretation that leads to just and reasonable results will be the goal.
9. To expressly state exception and/or guarantees indicates that there are no other exceptions or guarantees.
10. If two or more sections of the contract speak to the same issue, the one that is the most specific prevails.
11. Ambiguous or doubtful words should be defined according to the context in which they are used.
12. When interpretation of a section of the contract could be construed to require a forfeiture of either party or could be construed differently in a manner that would not require forfeiture, the meaning that avoids the forfeiture would be used.
13. The intent of the parties and circumstances throughout negotiations will determine the meaning of the contract section.
14. Compromise offers and proposals offered during all negotiation and grievance proceedings will not be used to determine the meaning of adopted language.
15. The experience and training of the negotiators will determine whether strict construction of a term or phrase should be applied.
16. Custom and past practice of the parties determines the mutual understanding of any ambiguous language. If custom or past practice are contrary to the law, the law will prevail as in #5 above.

17. Custom and industry practice determines a reasonable intended meaning of contract language.
18. Prior settlements of grievances on like topics should be used to determine meaning of contract language.
19. If one party proposed or drafted the language that is viewed as ambiguous and the other part can show that they were misled, the proposing party is responsible for it and the decision will be against them.
20. District-issued booklets, manuals, and handbooks are not sufficient to prove meaning, as they are the unilateral statement of the employer.
21. If there is a conflict between the specific language in the collective bargaining agreement and a contract with an insurance carrier, the collective bargaining agreement prevails.
22. When one interpretation gives one party unfair and unreasonable advantage over the other, an interpretation that is more fair and equitable to both parties will prevail.

Source: “How Arbitration Works by Elkouri and Elkouri Fifth Edition pg. 470-515 to be available as a resource for the Board of Trustees.

APPENDIX I

Lakeport Unified School District Classification Review Request

A classification review request may be initiated by an employee or his/her supervisor or the Association. Classification reviews will be conducted in accordance with the collective bargaining agreement. Please complete this packet and submit to your immediate supervisor.

Action Requested:

- Create a new description
- Revise an existing description (job description attached with edit marks in red or blue ink)
- Reclassification request: current job title _____

current classification _____

This request is the result of:

- filling a recent vacancy
- adding a new full-time position
- additional duties assigned to the job
- reorganization
- other

Proposed job title: (optional) _____

Requested classification: (will not affect classification outcome) _____

Describe reason for the new position or changes in the existing position/job: (to be answered by initiator)

Initiator _____ Incumbent Supervisor Association _____
Date

Reviewed By:

Immediate Supervisor Date Business Manager Date

LUCEA President Date Superintendent Date

I. Position Information

This form will be used to obtain basic information about your position and will serve as a major tool in the classification review of your position. Therefore, you should be as clear and concise as possible. Since this form is intended for general use, some of the questions may not apply to your job. If not, indicate "not applicable". If the questions do apply, be specific and illustrate your statements with examples, when possible.

What responsibilities (not currently in your job description) have been added to your position?
As a result of adding these responsibilities, what skills, training, and/or educational experience is now required to fulfill these duties?

What responsibilities have been removed from your position?

Have the "additional" duties been performed by other employees in the past? If so, whom?

Why are the duties and responsibilities changing?

What other positions in the District do you perceive as being comparable to yours? Please explain how the positions are comparable.

Position Information continued

List any equipment, tools or office machines used in performing your duties.

List computer software and/or applications now used in performing your job duties and the percentage of time each application requires on a weekly basis.

Explain how your formal and ongoing communication/professional relationships with individuals or organizations required in your position have changed such as school board, local /state /federal government agencies, general public (parents, media, vendors), students, and district management/administrative teams. Indicate frequency of contact and purpose of relationships.

If there is physical effort in your position, explain how it has increased and/or changed.

How has your exposure to hazardous or unusual working conditions changed in this position? Please describe and indicate any special equipment/clothing required.

How have you been trained to take on the perceived additional duties (i.e., supervisors, manuals or workshops)?

II. Supervisory Review/Comments

Please review the statements made in Section I and make comments.

Are any of the major functions listed on page 2 &3 performed by other employees in your school/department?

Yes No If "yes," list the functions and the other employee(s) who share those responsibilities:

Do you anticipate any other changes in department /program positions/jobs within the next six months?

Yes No If yes, please explain in detail

III. Business Manager's Funding Review

Estimated annual financial increase of reclassification:

Funding source:

IV Committee's Recommendation to the Governing Board

We support the reclassification request

We do not support the reclassification request

Explanation:

Committee Member: _____

Committee Member: _____

Committee Member: _____

Committee Member: _____

Date: _____

APPENDIX J
FEX-TIME FORM
(PER ARTICLE 17.7.2.2)

Employee name (please print): _____

Reason/ need to flex time:

Hours/Dates/Times for Flex:

Approved by:

Employee

Date

Supervisor

Date

Superintendent

Date

APPENDIX K
LAKEPORT UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEES
Intent to Participate in Professional Growth Program
(non-reimbursed Article 27.4)
PART I – PROGRAM APPROVAL

Employee Name _____
 Date _____

Current Position _____

Employees applying for coursework approval under this provision will receive an additional 5% stipend for each 15 semester units. Proof of completion must be filed by June 30 in order for the stipend to take effect in the ensuing school year.

College/University	Dept.	Course Title	SEM Units	QTR Units	Verified by Official Transcripts
		1.			
		2.			
		3.			
		4.			
		5.			

Explanation of Educational Benefit for each class:

Course	Educational Benefit
1.	
2.	
3.	
4.	
5.	

Article 27.5 – Professional Growth Wage Increase – Paraeducator unit members may apply the 15 unit Professional Growth Wage increase to one of the following options (please select one):

___ Article 27.5.1– Five percent (5%) wage increase to be applied annually to the current salary schedule placement. Beginning 7/1/19, the maximum Professional Growth Wage increase for a Unit Member is 20% (four 5% wage increases). Current Unit Members at or above 20% will be capped at their current percentage); or

___ Article 27.5.2– A promotion to next highest paraeducator level (i.e. Paraeducator I to Paraeducator II)

I certify that this information is correct to the best of my knowledge:

Employee Signature: _____ Date: _____

Approved – Site Administrator: _____ Date: _____

Approved – Superintendent: _____ Date: _____

Posted by: _____ Date: _____

Copy to Employee and Personnel File

12.5.19

LUCEA Bargaining Agreement 2020-2023