

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CAPISTRANO CHAPTER 224
AND
THE CAPISTRANO UNIFIED SCHOOL DISTRICT
2019-2020
REOPENER

July 29, 2020

Pursuant to negotiations between the Capistrano Unified School District and the California School Employees Association and its Capistrano Chapter 224 (CSEA), the following Reopener Agreement concludes negotiations for 2019-2020 school year.

ARTICLE 1 - Agreement

- 1.1 This Agreement is made and entered into this fourteenth day of May 2018 by and between the Capistrano Unified School District, hereinafter referred to as “District”, and the ~~Capistrano Unified Chapter 224~~, California School Employees Association and its **Capistrano** Chapter 224, hereinafter referred to as “Association” **or “CSEA”**.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 Except as noted in Section 1.4 and 1.5, all articles of this agreement shall remain in full force and effect from July 1, ~~2015~~ **2018**, until June 30, ~~2018~~ **2021**, when it shall terminate.
- 1.4 Notwithstanding the provisions of Section 1.5, either party to this Agreement shall have the right to reopen two articles for fiscal **year** ~~2016-2017 and 2017-2018~~ ~~ea gov code 3540~~ **2020-2021** negotiations. **In addition, the Association shall have the right to open articles 6 and 9 for the 2020-2021 negotiations.**
- 1.5 Articles 11 and 12 are to be reopened each year.

ARTICLE 2 - Recognition

- 2.1 The District recognizes the Association as the exclusive bargaining representative in accordance with Section ~~3541.1(e)~~ **3540.1(e)**, Chapter 10.7 of Division 4 of Title 1 of the Government Code.
- 2.2 Representation

The exclusive representative shall represent classified employees who are full-time or part-time probationary and permanent employees and are not excluded under Section 2.3 or applicable laws.
- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees

presently represented by another exclusive representative. ~~Student Supervisors shall be considered short-term employees, unless they serve in another classified position.~~

ARTICLE 3 - Hours of Employment and Overtime

3.2.5 If an employee works on a holiday designated by this agreement, the employee shall receive ~~his/her~~ **their** normal holiday pay plus one and one-half times the employee's regular hourly pay for all hours worked on the holiday.

3.7 Adjustment of Work Schedules

3.7.1 An employee in the bargaining unit who works 30 minutes or more per day in excess of ~~his/her~~ **their** regular part-time work schedule for a period of 20 consecutive working days or more shall have ~~his/her~~ **their** regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. Said adjustment shall apply to Temporary Additional Assignments (TAA). (Consistent application of Education Code Section 45137)

3.7.2 If a position has an increase in hours, the employee currently holding the position will be offered the hours unless there are documented performance concerns (within the past 12 months) or the employee is in the initial probationary status. If the employee in the position declines or does not qualify for the position, refer to Article 7.2.1.

ARTICLE 4 - Grievance Procedure

4.1 Definition of Terms

4.1.1 A "grievant" is an individual employee or a group of employees in the bargaining unit or the Association covered by the terms of this agreement who alleges a grievance.

~~4.1.1~~ **2** A "grievance" is an allegation by a grievant or the Association that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.

~~4.1.2 A "grievant" is an individual employee in the bargaining unit or the Association covered by the terms of this agreement who alleges a grievance.~~

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

4.1.4 An "immediate supervisor" is the supervising administrator having immediate jurisdiction over the grievant.

4.1.5 A group grievance is a grievance filed by two or more employees.

4.1.6 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two, provided the Associate Superintendent, Human Resource Services or designee, agrees to such action.

4.1.7 Grievances involving more than one employee with the same immediate supervisor shall start at the informal level.

4.2 Miscellaneous

4.2.1 No reprisals shall accrue to bargaining unit employees by reason of exercising their rights under this grievance procedure or for participating in any other executive board sanctioned activity.

4.2.2 The time limits specified at each level in the grievance procedure shall be considered to be the maximum and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.

4.2.3 Failure at any level of this procedure to appeal a grievance to the next level in the specified time limits shall be deemed as acceptance of the decision as rendered.

4.2.4 Both parties agree that the proceedings of the grievance procedure shall be kept formal and confidential.

4.2.5 The grievant may seek assistance from the Association at all levels of the grievance procedure. Likewise, the District may seek assistance from outside the District at all levels of the procedure.

4.3 Separate Grievance File

4.3.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

4.3.2 A grievant or any employee of the District required to appear at any of the hearings and whose testimony is relevant shall be released without loss of pay at reasonable times and for reasonable periods, provided such release time does not interfere with the orderly operation of the District. The intent shall not be to frustrate the grievance procedure or prevent the participation of the grievant or relevant parties in a timely manner.

4.24 Procedures

4.24.1 Informal Level

4.24.1.1 Within 30 days of the occurrence or act of omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by **requesting, in writing, an informal conference with ~~his/her~~ **their** immediate supervisor. **The informal level conference meeting will take place within five days of the written request.** The immediate supervisor will ~~write~~ **provide** a **written** summary **describing** of the conference and will give a copy of the summary to the grievant or representative if the employee submits a written request **within five days.****

4.24.1.2 If the grievance is not resolved at the informal conference level between the grievant and ~~his/her~~ **their** immediate supervisor, the unit member shall contact the Association and the supervisor shall contact Human Resource Services ~~in order to engage in an interest based problem solving meeting before proceeding to the next level.~~ **The Association shall contact Human Resource Services to engage in an interest based problem solving meeting. The meeting shall be held within 10 days before proceeding to the next level.**

4.24.1.3 If the grievance is not resolved through the interest based problem solving meeting, the grievant has ~~10~~ **five** days to file a formal grievance.

4.24.2 Formal Level

~~4.2.2.1 Subject to the terms set forth below, either party may request that the grievance be submitted for mediation. Within 10 days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the District shall reduce its position on the matter to writing, the grievant may exercise his/her right to appeal to the next appropriate grievance procedure level.~~

4.24.2.21 Level One. The grievant must present ~~his/her~~ **their** grievance on the prescribed District form to their immediate supervisor. The form shall include statements indicating:

- (1) How the individual employee was adversely affected;
- (2) The specific section of the contract allegedly violated; and
- (3) The specific remedy sought by the employee to resolve the grievance.

A conference shall be held within ~~the stated time limits~~ **10 days** at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate ~~his/her~~ **their** decision to the employee in writing within 10 days after ~~receiving the grievance or within 10 days after the informal~~ the conference is held. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

4.24.2.32 Level Two. If the grievant is not satisfied with the decision at Level One, ~~he/she~~ **they** may appeal the decision in writing to the department head or designee

within 10 days. In the event the District selects a designee rather than the named agent, the District must advise the Association of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. The appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

The department head or designee shall communicate ~~his/her~~ **their** decision to the grievant in writing within 10 days after the appeal meeting. If the department head or designee does not respond within the time limits, the grievant may appeal to the next level.

4.24.2.4³ Level Three. If the grievant is not satisfied with the decision at Level Two, ~~he/she~~ **they** may appeal the decision in writing to the ~~Assistant~~ **Associate** Superintendent, Human Resource Services ~~or designee~~ within 10 days. In the event the District selects a designee rather than the named agent, the District must advise the Association of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal.

The ~~Assistant~~ **Associate** Superintendent, Human Resource Services or designee shall communicate ~~his/her~~ **their** decision to the grievant in writing within 10 days after the Level Three meeting. If the ~~Assistant~~ **Associate** Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

4.4.2.4 Subject to the terms set forth below, either party may request that the grievance be submitted for mediation. Within 10 days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the District shall reduce its position on the matter to writing, the grievant may exercise their right to appeal to the next appropriate grievance procedure level.

4.24.2.5 Level Four. If the grievant is not satisfied with the ~~Assistant~~ **Associate** Superintendent's ~~or designee's~~ decision at Level Three or mediation does not produce an agreement on one or more articles, upon the written request of the grievant to the Association, the Association may, within 10 days of the Level Three answer, notify the Superintendent in writing of its request for advisory arbitration on the unresolved article(s) of the grievance. The request to the Superintendent shall include a copy of the original grievance and appeals, the

decisions rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

The Association and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached within five days, they shall request the California State Conciliation Service to supply a panel of five names of persons experienced in arbitration. In the event cost for the list of arbitrators is \$100.00 or more, the District will equally split the cost with the Association. Each party shall alternately strike names until only one name remains. The remaining name shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a recommendation to the Board of Trustees on the grievance submitted to ~~him/her~~ **them**.

The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board shall be final and binding on all parties. Nothing stated herein shall preclude the Association from appealing the decision to a court of competent jurisdiction.

4.35 Association Representation

4.35.1 An employee shall have the right to request assistance from the Association in the processing of the grievance. In the event an employee exercises ~~his/her~~ **their** right to present a grievance without the intervention of the Association, any resolution of the grievance shall not be inconsistent with the terms of this agreement, nor shall the District agree to the resolution of the grievance until the Association has received a copy of the grievance, the proposed resolution and has been given an opportunity to file a response.

4.35.2 The Association shall be allowed a total number of job stewards equal to the maximum number of job sites in the District. When it deems necessary, the Association may assign more than one of the allowed number of stewards to any particular job site. These job stewards will be responsible for assisting employees in the processing of grievances. Such representatives will be released at the request of the grievant pursuant to 4.43.~~82~~.

4.5.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible Association designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.

4.35.3 The Association President or his/her **their** designee shall be responsible for representing employees who request assistance at Levels Two, Three, and Four of the grievance procedure.

4.4 Miscellaneous

- ~~4.4.1 — No reprisals shall accrue to bargaining unit employees by reason of exercising their rights under this grievance procedure or for participating in any other executive board sanctioned activity.~~
- ~~4.4.2 — The time limits specified at each level in the grievance procedure shall be considered to the maximum and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.~~
- ~~4.4.3 — Failure at any level of this procedure to appeal a grievance to the next level in the specified time limits shall be deemed as acceptance of the decision as rendered.~~
- ~~4.4.4 — Both parties agree that the proceedings of the grievance procedure shall be kept formal and confidential.~~
- ~~4.4.5 — The grievant may seek assistance from the Association at all levels of the grievance procedure. Likewise, the District may seek assistance from outside the District at all levels of the procedure.~~
- ~~4.4.6 — Group Grievances~~
- ~~4.4.6.1 — If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two, provided the Assistant Superintendent, Human Resource Services or designee, agrees to such action. Grievances involving more than one employee with the same immediate supervisor shall be filed at Level One.~~
- ~~4.4.7 — Separate Grievance File~~
- ~~4.4.7.1 — All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.~~
- ~~4.4.8 — A grievant or any employee of the District required to appear at any of the hearings and whose testimony is relevant shall be released without loss of pay at reasonable times and for reasonable periods, provided such release time does not interfere with the orderly operation of the District.~~

ARTICLE 5 - Safety

- 5.4 If the immediate supervisor is unable to provide relief to the situation, he/she **they** shall forward written reports from employees regarding unsafe conditions to the Risk Management/Insurance Department. The Risk Management/Insurance Department shall respond within 10 working days to the employee via the immediate supervisor regarding appropriate action to be taken. If no action is to be taken, the Risk Management/Insurance Department shall indicate, in writing, the reasons for such inaction.
- 5.7.6 When an employee terminates employment with the District, all shirts issued will be returned to a designated individual in his/her **their** department prior to his/her **their** final day of employment.

ARTICLE 6 - Evaluation Procedure

- 6.5 An interview between the employee and the evaluator must take place to discuss the factors, which have been evaluated. No evaluation of any employee will be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be given an opportunity to add any comments to the evaluation ~~he/she~~ **they** desires and shall have the right to review and respond to any unsatisfactory evaluation on a released-time basis. If the employee adds no comment or declines the opportunity for discussion of the evaluation within 10 workdays from the evaluation interview, the evaluation shall be placed in the personnel file.
- 6.8 In the event a probationary employee is not recommended for regular status, ~~he/she~~ **they** should be notified and given reasons for the denial of permanent status before the expiration of ~~his/her~~ **their** six-month probationary period. ~~The District will consider an extension of the probationary period for an additional period of up to six months when, in the District's judgment, such an action would be of benefit to the employee and the District's operation.~~

ARTICLE 7 - Transfers and Promotions

7.0 Definitions

7.0.1 First Consideration

~~7.0.1.1 Internal recruitment posting for six working days.~~

~~7.0.1.2 On day three, the recruitment will be opened for all (internal and external) applicants.~~

7.0.1.3~~1~~ Internal candidates are not required to take the Initial Screening Survey.

~~7.0.1.4 External candidates are required to take the Initial Screening Survey.~~

7.0.1.5~~2~~ All candidates **will be ranked with based on** a skills test score of 70% or higher will move on to the Classified Screening Interview **qualified screening result (i.e. training, experience, work history, written test or exercises, performance or oral examinations).**

~~7.0.1.6 Internal candidates with a minimum combined assessment score of 70% [Skills Test Score + Classified Screening Interview Score = X divided by 2 = Combined Assessment Score] shall be forwarded to the hiring manager for an interview.~~

7.0.1.7~~3~~ Internal candidates will interview first. If an internal candidate is not selected, external candidates will proceed through the recruitment process. ~~If no external candidate is selected the recruitment process will start over at 7.0.1.1.~~

7.0.2 Qualifications

~~Qualifications shall be job related as measured by training, experience, work history, skills test or exercises, performance, or oral examinations.~~

7.0.32 Classification

7.0.32.1 Means that each position in the classified service shall have the following: 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 such classification; and the monthly salary ranges for such classification.

7.0.32.2 The Association shall be provided with a copy of all job descriptions, and upon any job description revision.

7.0.43 Classified Screening Interview

Is an interview to evaluate the candidate's qualifications for the position. In some instances, the Classified Screening Interview (Initial Interview) may serve as the Selection Interview. In this instance, the candidates will be notified prior to arriving for the interview.

7.0.54 Selection Interview

Is an interview (established with the intent) to determine whether a candidate will be selected for a position.

7.0.65 Initial Probation

Refers to an employee who is newly hired to the District and who has not passed the State required six month probationary period.

7.0.76 Promotional Probation

7.0.76.1 Refers to an employee who is promoted to a higher classification and is in his/her **their** six month probationary period in the new classification.

7.0.76.2 This employee has passed initial probation.

7.0.87 Permanent Unit Member

Means an employee who has passed an initial probationary period in the District.

7.0.98 Employee Initiated Transfer

Is a transfer to a position within the employee's same classification which is requested by the employee.

7.0.109 District Initiated Transfer

Is a transfer to a position within the employee's same classification which is initiated by the District.

7.1 Hiring Process

7.1.1 Posting of Recruitment

- 7.1.1.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted in a designated area that is visible to all employees for a period of six full working days, during which time employees may make application for the vacancy or new position.
- 7.1.1.2 ~~Initial job~~ **Job** vacancies shall be posted and include: (1) the job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) **site and/or department (5)** the work calendar(s); ~~(56)~~ the salary range; ~~(67)~~ the deadline for filing **applying**. ~~The job posting will indicate if a hiring pool will be created for the job vacancy.~~

~~7.1.2 Eligibility Pools~~

- ~~7.1.2.1 In some classifications, a hiring pool may be created. In this case, the posting will state that a pool is being created for the recruitment.~~
- ~~7.1.2.2 Initial job vacancies shall be posted and include: (1) the job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) the work calendar(s); (5) the salary range; and (6) the deadline for filing.~~
- ~~7.1.2.3 Eligibility pools shall include transfer, promotional and external candidates. Eligibility pools shall be established the day following all initial interviews for the recruitment.~~
- ~~7.1.2.4 Each job vacancy recruitment may generate an eligibility pool not to exceed six months. Eligibility pools shall be utilized to fill vacant or new positions within the six month period. Eligibility pool candidates will be notified of the beginning date of the pool period.~~
- ~~7.1.2.5 Eligibility pools shall be regenerated prior to the six month period if the number of candidates in the pool drops below five. Unit members affected by the need to generate a new eligibility pool prior to the six month expiration period shall be notified of their need to reapply should a vacancy or new position become available.~~
- ~~7.1.2.6 After six months, any job vacancy or new position posted may generate a new eligibility pool with a new six month period.~~

7.2.1 Employee Initiated Transfer Within Same Site/Department

7.2.1.1 If a position has an increase in hours, the employee currently holding the position will be offered the hours unless there are documented performance concerns (within the past 12 months) or the employee is in initial probationary status. If the employee in the position declines or does not qualify for the position, proceed to step two listed below.

7.2.1.2 If one or more employees in the same classification are interested in an open position with additional hours at the site, a site/department Hiring Manager will interview those candidates, unless there are documented performance concerns (within the past 12 months) or the employee is in initial probationary status. The site/department Hiring Manager shall contact the CSEA President or designee 48 hours prior to a Selection Interview to serve as a member on the interview panel.

7.2.1.3 If #1 and #2 listed above have been exhausted, a site/department Hiring Manager will open the position and the recruitment process will proceed as per Article 7.2.2

7.2.1.2 Employee Initiated Transfers to a New Site/Department

A permanent unit member may request a transfer to a position in the same classification when a vacancy exists by completing and submitting the online application to Human Resource Services.

7.2.1.2.1 Permanent unit members requesting a transfer to a position in the same classification when a vacancy exists shall receive a Selection Interview, regardless of the employee's **current work-year calendar and/or hours, and months the employee currently works. **The site/department Hiring Manager shall contact the CSEA President or designee 48 hour prior to a Selection Interview to serve as a member on the interview panel.****

Employee initiated transfer requests shall be given first consideration as defined in 7.0.1.

7.2.1.2.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: (1) Evaluations and/or background reference checks and other objective means of rating work performance; (2) special skills, abilities and qualifications of the employee; (3) needs of the site and/or District; (4) welfare of the students; (5) instructional needs; (6) years of service to the District.

If an employee is not selected for the transfer, upon written request from the employee or the Association, the District shall provide specific **information reasons based on the criteria above** relative to Article 7.2.1.2.

7.2.23 District Initiated Transfer

- 7.2.23.1 A District Initiated Transfer may be initiated by the Superintendent or designee(s).
- 7.2.23.2 A District Initiated Transfer shall be considered and acted upon based upon one or more of the following criteria: (1) Drop in enrollment or redistribution of categorical or project funds; (2) needs of the site and/or District; (3) welfare of students (for example: health and safety needs); (4) instructional needs; (5) to conform to the requirements of the Americans with Disabilities Act (ADA); and/or (6) the need for a unit member with special skills **as included in the job description** specifically necessary to a particular work site.
- 7.2.23.3 If more than one unit member is eligible for a District Initiated Transfer after applying criteria in Article 7.2.23.2, volunteers will be requested.
- 7.2.23.4 If multiple unit members are eligible for District Initiated Transfer after applying criteria in 7.2.23.27, the unit member with the least seniority shall be transferred.
- 7.2.23.5 A unit member being considered for a District Initiated Transfer shall meet with the supervisor(s) to discuss the need and specific reasons for the District Initiated Transfer. This conference will be scheduled prior to a final decision being made pursuant to Article 7.2.3.7. If requested, a unit member shall have the right to an Association representative at the meeting.
- 7.2.23.6 When a determination has been made during the summer recess that reassignment of personnel is necessary, the supervisor will attempt to personally notify the unit member by telephone of a need for a District Initiated Transfer. If the attempt to contact by telephone is unsuccessful, the supervisor will notify the affected unit member by mail.
- 7.2.23.7 Upon written request to Human Resource Services, the unit member being considered may also request a conference with the Associate Superintendent, Human Resource Services or designee regarding the reasons for a District Initiated Transfer. The employee may be accompanied to the meeting by an Association representative. The Association or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five working days.
- 7.2.23.8 A unit member who is transferred by the District shall be informed by the appropriate supervisor or manager in writing at least 10 days prior to the effective date. Notification may be less than 10 days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

7.3 Promotional Procedures

Once 7.2 has been completed, proceed with the following:

7.3.1 When the total number of qualified internal candidates is 10 or fewer, internal candidates shall be offered a Selection Interview based on qualified screening results (i.e. training, experience, work history, written test or exercises, performance or oral examinations).

7.3.2 Should the number of qualified internal applicants be 11 or more candidates, applicants shall be notified of their interview round and offered a selection Interview using the following number threshold:

1st Interview Round: top 10 ranked applicants

2nd Interview Round: next 10 ranked applicants

3rd Interview Round: next 10 ranked applicants

Interviews will continue to be scheduled in this manner until all internal applicants with rankings above 70% are interviewed. Should an internal candidate not be selected, the site/department Hiring Manager can proceed through the recruitment process using external candidates.

~~7.3.1 Internal promotional candidates shall be offered a final interview when the total number of internal candidates are between 1 and 11 if the combined assessment score for the candidate is 70% or higher.~~

~~7.3.2 Should the internal applicant pool exceed 12 candidates, refer to Article 7.3.3.~~

~~7.3.3 Should the number of internal applicants be 12 or more candidates, applicants shall be offered a selection interview using the following number threshold:~~

~~(1) 90%—100%~~

~~(2) 85%—89%~~

~~(3) 80%—84%~~

~~(4) 70%—79%~~

Number of Internal Promotional Applicants	*Combined Assessment Score	Candidate Groupings	Next Step
1 – 11	70 – 100%	Not applicable	Final Interview Offered
12 or more	90 – 100%	(Group 1)	Final Interview Offered
	85 – 89%	(Group 2)	May be interviewed for consideration after all of Group 1 applicants have been interviewed
	80 – 84%	(Group 3)	May be interviewed for consideration after all of Group 2 applicants have been interviewed
	70 – 79%	(Group 4)	May be interviewed for consideration in the event that the 80% threshold is not achieved

~~*Combined Assessment Score is determined by using the following formula: [Skills Test Score + Classified Screening Interview Score = X divided by 2 = Combined Assessment Score]~~

- 7.3.43 Human Resource Services shall contact the CSEA pPresident or designee **48 hours prior to a Selection Interview being scheduled** to serve as a member on the interview panel.
- 7.3.54 In the event that two employees are rated exactly equal on all criteria, seniority will be used as a tiebreaker.
- 7.3.65 If a unit member is not selected for a vacant posted position, Human Resource Services shall, at the request of the unit member, provide the reasons for denial.
- 7.3.76 An employee on leave or vacation during the period of the posting shall be notified in writing, at the last known address, of the job vacancy by the District, provided the employee specifically requests in writing that the Human Resource Services unit do so before their leave or vacation commences. Employees must make themselves available for the selection process in order to be considered for the vacancy.
- 7.3.87 Temporary Promotion
- 7.3.87.1 The managers will alert the department/site of the opening.
- 7.3.87.2 Temporary promotional work opportunities shall be posted with the intent of creating temporary eligibility lists whenever practicable, and postings shall include: (1) the job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) the work calendar(s) up to 90 calendar days; (5) the salary range; and (6) the deadline for filing.

- 7.3.87.3 Interested employees shall notify the manager of their interest in the temporary promotion.
- 7.3.87.4 No sooner than 48 hours after notifying the department/site the manager shall establish a temporary eligibility list.
- 7.3.87.5 Temporary promotional work will be distributed on a ~~rational~~ **rotational** basis, when practicable, based on seniority, as determined by initial hire date.
- 7.3.87.6 The most senior employee will be offered the temporary promotion first, with subsequent temporary promotions offered in descending order of seniority.
- 7.3.87.7 One temporary promotion shall consist of one assignment to last no more than 90 calendar days, per employee.
- 7.3.87.8 In the event the temporary promotion work is required more than 90 calendar days, the next employee on the seniority list will be rotated into the temporary promotion.
- 7.3.87.9 In the event an employee declines a temporary promotional opportunity, they will be moved to the bottom of the eligibility list.
- 7.3.87.10 Every effort will be made to notify employees in eligible classifications of available temporary work.
- 7.3.87.11 The temporary eligibility list from which viable candidates are chosen is to progressively increase if candidates are not available at the most local level.

For example: (see table below)

If a secretary is needed at a High School, an administrator would select in the following way:	
(Tier 1)	Notify All Staff of that High School (if no viable candidate is available, move to Tier 2)
(Tier 2)	Notify All High School Classified Staff in the District (if no viable candidate is available, move to Tier 3)
(Tier 3)	Notify All Classified Staff Districtwide

7.4 Probationary Employees

- 7.4.1 Employees who are serving their initial probationary period (~~six months unless extended to no more than one year~~) with the District will not be considered for promotions as described within this Article. This includes temporary promotions. (Refer to 7.0.8 and 7.3.8)

7.4.2 It is also the intent of the parties to this agreement not to allow transfers of probationary employees, except due to extenuating circumstances.

7.4.3 When an employee is promoted to a new position, ~~he/she~~ **they** shall be assigned to a new probationary period of six months. If an employee fails to meet the requirements of the new position, ~~he/she~~ **they** shall be placed in a position within the classification from which they ~~was~~ **were** promoted.

7.5 Working Out of Class

7.5.1 When an employee is required to perform duties which do not reasonably relate to those fixed for the position by the District for a period of more than five working days within a 15 calendar day period, ~~his/her~~ **their** salary will be adjusted upward for the entire period ~~he/she~~ **they** are required to work out of classification and in such amounts as will reasonably reflect the duties being performed outside the normal assigned duties of ~~his/her~~ **their** classification.

7.5.2 If an employee believes ~~he/she~~ **they** ~~is~~ **are** working out of classification longer than 15 days, such employee shall make a request to ~~his/her~~ **their** supervisor to be paid at the higher rate from the first day of such work pursuant to 7.3.87 (Temporary Promotions). The manager shall respond to the employee's request within five working days. If the manager believes the employee has performed higher-level duties for the said period of time, the manager shall cause such employee to receive the higher rate of pay as outlined in 7.5.1. The manager will also ensure that the employee no longer performs the affected job duties. If the manager denies the employee's request, the employee and the Association may request **a review by** Human Resource Services ~~review. If request is denied, employee shall follow the appeal procedure as outlined in the Classification Plan.~~

ARTICLE 8 - Leaves

8.0 For the purposes of this Article "immediate family" shall be defined as the following of the employee or the spouse of the employee:

- Spouse/Domestic Partner
- Parent/Stepparent
- Child/Stepchild
- Sibling
- Grandparent
- Grandchild
- Son/Daughter-in-law
- Brother/Sister-in-law
- Aunt/Uncle
- Former guardian of the employee
- Any individual living in the immediate household of the employee

8.1 Notification Procedure

8.1.1 An employee who finds it necessary to be absent from duty shall notify ~~his/her~~ **their** immediate supervisor as far in advance of the anticipated absence as possible. In all cases,

notification shall be prior to the beginning of the employee's normal work shift. An employee who is unable to meet this requirement shall submit ~~his/her~~ **their** reason for not complying in writing upon returning to work. Employees must verify any absence and complete absence reports which may be required by the District.

- 8.1.2 An employee shall notify ~~his/her~~ **their** supervisor by 2:00 p.m. of the working day preceding the day they intends to return to the job if a substitute has been hired in the employee's absence. If a substitute has not been employed, the employee shall make every reasonable effort to notify ~~his/her~~ **their** supervisor by 2:00 p.m. of the working day preceding the day ~~he/she~~ **they** intends to return to the job.
- 8.1.3 Employees who request leaves of absence of other than an emergency nature shall notify the immediate supervisor at least 10 days prior to the commencement of their leave except as otherwise stated herein. Leaves of absence, when granted, shall also specify when the employee is to return from leave.
- 8.1.4 Employees who do not request leave in accordance with the above notification procedures shall lose one day's pay for each day of unapproved absence.
- 8.1.5 Time lost due to absence may be made up upon approval of the Superintendent or designee. Such made up time does not qualify as overtime for purposes of salary payment.
- 8.1.6 An employee will be discharged if ~~he/she~~ **they** is **are** absent in excess of three work days without reporting to ~~his/her~~ **their** immediate supervisor unless, within a reasonable time thereafter, ~~he/she~~ **they** shows good cause why it was impossible for ~~him/her~~ **them** to report within such three day period.

8.2 Bereavement Leave

- 8.2.1 Employees shall be granted a leave without loss of pay for a period not to exceed three days or five days, if out-of-state travel or travel in excess of 300 miles is required upon the death of a member of the immediate family. Additional days of absence beyond those described therein may be provided under the terms of the Personal Necessity Leave, in Section 8.7.1.5.
- ~~8.2.2 Members of the immediate family, as used in this section, means the mother, father, children, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee, domestic partner, or any relative living in the immediate household of the employee.~~
- 8.2.3 Employees exercising this leave of absence provision shall notify ~~his/her~~ **their** immediate supervisor as soon as possible and state the expected duration of such absence.
- 8.2.4 Employees shall provide, upon the District's request, additional verification of the use of these leave provisions.

8.3 Jury Duty Leave and Legal Leave

- 8.3.1 Employees shall be granted leave with full pay for regularly called jury duty. The employee shall receive pay in the amount of the difference between the employee's regular

salary and any amount ~~he/she~~ **they** receives as jury service, exclusive of reimbursement by the court for jury duty expenses during the time ~~he/she~~ **they** serves on the jury.

8.4 Military Leave

8.5.5 Upon the date of initial employment and each July 1 thereafter, the employee shall have advanced to ~~his/her~~ **their** illness and injury leave account the number of days ~~he/she~~ **they is are** entitled to per the provisions stated above. A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which they may be entitled, until the first day of the calendar month after completion of six months of active service with the District.

8.5.6 When the employee is absent from ~~his/her~~ **their** duties due to illness or injury for a period of more than five consecutive days, the employee shall supply the immediate supervisor or other designated District representative with a statement from a physician, or qualified health practitioner, verifying the employee's illness or injury. If the illness or injury leave is five consecutive work days or less, the District reserves the right to require the verification of a physician, or qualified health practitioner, if deemed necessary by the District.

8.5.7 The District may require verification by a physician of an employee's ability to perform ~~his/her~~ **their** responsibilities before returning to work due to an absence for illness or injury. If an employee, after having been released to return to work by his or her physician, demonstrates an inability to perform the duties of the position, or poses a threat to others, the District reserves the right to a second opinion from a recognized medical physician, provided the opinion is restricted to the illness or injury for which the employee was granted medical leave.

8.5.9 Extended Personal Illness or Injury Leave

8.5.9.1 The District agrees to provide to employees who are on extended sick leave a total of 100 working days paid sick leave once per year, inclusive of the days to which ~~he/she~~ **they is are** entitled under provisions of Section 8.5 of this article relative to accumulation of sick leave. The days of extended sick leave shall be compensated at 50% of the employee's regular salary provided the employee has received permanent status with the District.

8.6 Industrial Accident and Illness Leave

8.6.4 When entitlement to industrial accident or illness leave has been exhausted, then employees will be entitled to illness or injury leave per Section 8.5 of this article. While the employee is receiving Worker's Compensation benefits, the employee will be entitled to that amount of ~~his/her~~ **their** accumulated illness or injury leave which, when added to the Worker's Compensation award, provides for a regular day's wage. During the period of leave when the employee receives full pay from the District, ~~he/she~~ **they** shall endorse Worker's Compensation payments to the District.

8.6.6 When an employee on industrial accident and illness leave is medically released for return to work within the 90 working day period described above, the employee may return to ~~his/her~~ **their** position without suffering any loss of status or benefits.

8.7 Personal Necessity Leave

8.7.1 Employees shall be granted up to ~~seven~~ **ten (10)** days per fiscal year of personal necessity leave which shall be deducted from their accumulated illness/injury leave. Personal necessity leave is for matters compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule. Personal necessity leave includes, but is not limited to, the items enumerated below. Such personal necessity leave cannot be carried over from year to year.

8.7.1.1 A serious accident involving the employee's person or property or the person or property of a member of ~~his/her~~ **their** immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.

8.7.1.2 An illness of a member of the employee's immediate family which is of serious nature. An illness of a serious nature shall be an illness, which an employee cannot reasonably be expected to disregard, and which requires the attention of the employee during ~~his/her~~ **their** assigned hours of service.

8.7.1.3 Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.

8.7.1.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee or ~~his/her~~ **their** immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.

8.7.1.5 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 8.2 of this article.

8.7.1.6 **An Paternity** absence **relating to birth, adoption or placement of a child** at the time of the birth of the child.

8.7.1.7 An employee may submit a request to ~~his/her~~ **their** immediate supervisor to use this leave for other reasons. The immediate supervisor shall make ~~his/her~~ **their** recommendation regarding the request to the Superintendent or designee, who shall have the final authority to authorize or deny the leave.

8.7.1.8 School Activity Leave as set forth in section 8.1~~2~~**3** of this Article.

~~8.7.2 For the purposes of this section "immediate family" shall be defined as the mother, father, children, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, stepson, son in law, daughter, stepdaughter, daughter in law, brother, brother in law, sister, sister in law, step parent, former guardian of the employee, domestic partner, or any individual living in the immediate household of the employee.~~

8.7.3~~2~~ The employee shall request personal necessity leave five days in advance, except in cases of emergency, and the District reserves the right to require verification of the reasons for the personal necessity leave unless the employee exercises ~~his/her~~ **their** right under ~~Article section~~ **8.7.4~~3~~** Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes as set forth above. The employee shall be subject to one-day loss of pay for each day of absence if the leave is used for purposes other than those stipulated.

8.7.3 The employee shall not be required to disclose the reason for requesting the leave for ~~one~~ **five (5)** of the employee's ~~seven~~ **ten (10)** days of personal necessity leave per fiscal year.

8.9 Child Bonding Leave

8.9.2 Unit members are entitled to a total of up to 12 workweeks of leave. Once a unit member exhausts all available sick leave, including accumulated sick leave, and continues to be absent for the purpose of caring for a natural or adopted child or child placed in the unit member's foster care, ~~he/she~~ **they** shall be entitled to differential pay as described in 8.5.9 during the remainder of the 12 workweek period.

8.9.4 Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, the unit member must have completed one year (twelve months) of service for the District, but is not required to have at least 1,250 hours of service during the previous one year (~~twelve~~ **12 months**) period.

8.11 Health Leave/Family Care and Medical Leave

8.11.1.2 At such time as the unit member notifies the District of their intention to return, the unit member shall submit a written release from ~~his/her~~ **their** physician certifying the unit member's ability to return to full-time service in the District. Such release shall specify work restrictions, if any.

8.11.2 Family Care and Medical Leave

8.11.2.1 Leave is permitted for the following reasons:

(3) A serious health condition, which makes the employee unable to perform the functions of ~~his/her~~ **their** position; or

8.12 Catastrophic Leave

8.12.1 Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.

8.12.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, **or that incapacitates a member of the employee's family which** requires the employee to take time off from work for an

extended period of time **to care for that family member**, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.

- 8.12.3 The use of this **Catastrophic** Leave Bank shall be available to those unit members who have made a donation of at least five days to the bank prior to each request. **In the event the unit member is out on catastrophic leave and unable to contribute to the Catastrophic Leave Bank, other employees may designate a donation of a minimum of one day, up to five days to the bank to allow the requesting unit member to access the Catastrophic Leave Bank again. The donating member(s) must have donated or donate five days to the bank for themselves.** ~~The exception to this restriction shall be any employee who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.~~
- 8.12.4 Unit members may donate accumulated sick **or vacation** leave days to the Sick **Catastrophic** Leave Bank ~~at the minimum of eight hours~~ **in the amount of one day** and in one-hour increments thereafter, **so long as the employee has passed their initial probationary period.** (This donation shall be irrevocable.) Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The unit member shall file an irrevocable "Sick **Catastrophic** Leave Bank Deposit Form" with the Payroll Department. A donation to the Sick **Catastrophic** Leave Bank shall be a general donation and from prior years' accumulation, and shall not be donated to a specific unit member for ~~his/her~~ **their** exclusive use.
- 8.12.5 There is no limit to the number of sick **or vacation** leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below 10.
- 8.12.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- ~~8.12.6 Any mental stress related illnesses may be excluded from the benefits of this rule, unless hospitalized.~~
- ~~8.12.7 Bargaining unit members may donate earned sick leave at any time during their work year.~~
- 8.12.86 All unit members wishing to use this Sick **Catastrophic** Leave Bank shall submit a "Sick **Catastrophic** Leave Bank Request for Withdrawal Form." This form shall be submitted to Human Resource Services. The request shall state the number of days being requested by the unit member. A Sick **Catastrophic** Leave Bank Committee shall consider the request of the unit member. The committee shall consist of two members selected by the District, three members selected by the Association and one from Human Resource Services to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent or

designee for final action and decision. The timelines for filing an appeal shall be within 10 days of notice of rejection.

8.12.97 The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness initial request is shall not exceed 90 days. The request shall be submitted on a “Sick Catastrophic Leave Bank Request for Withdrawal Form.” The unit member may request additional days up to the 90 days by filing an additional request for consideration by the Committee.

8.12.7.1 Unit members may request an additional 45 days of Catastrophic Leave above the initial 90 day limit by submitting a second “Catastrophic Leave Withdrawal Form”. If unit members access these additional days, the requested number of days must be available and only withdrawn from CSEA’s contribution balance in the Catastrophic Leave Bank.

8.12.408 Any days approved that are unused by the employee shall be returned to the Sick Catastrophic Leave Bank.

8.12.419 If a unit member uses a day from the Sick Catastrophic Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.

8.12.4210 Unit members who are granted use of Sick Catastrophic Leave Bank days shall be considered in regular paid status during such use for all purposes.

8.12.4311 ~~During September of each year~~ Upon request, Human Resource Services shall provide the Association a statement outlining the number of days available in the Sick Catastrophic Leave Bank as of September 1 of that year and the number of days used in the previous fiscal year.

8.12.4412 Unit members shall be entitled to utilize contributions from other bargaining units or management.

8.14 Sick Leave for Care of Family Members (Labor Code 233)

8.14.1 Full-time members may use up to six days of sick leave during a school year to care for an ill child, parent, or spouse. These days shall be prorated for unit members employed less than full-time. This may be used for any illness and is separate from Family Medical Leave (8.4011.2) or Personal Necessity Leave (8.7). Unused sick leave days cannot be carried over to next year for this purpose.

8.14.4 For purposes of this ~~section~~ article, ~~a child~~ children includes biological, foster, or adopted ~~a child~~ children, as well as stepchildren, legal wards, or children of a person standing “in loco parentis.” A parent means biological, foster, or adoptive parents, stepparent, or legal guardian.

8.15 Other unpaid leaves may be granted by the Board of Trustees on a case-by-case basis upon the recommendation of the Superintendent or Designee.

ARTICLE 9 - Vacations

9.5 Employees who work 12 months shall accrue on a year round basis in the amounts specified in Article 9.2.

9.5.1 Employees covered by this section may accrue and carry a maximum of 20 days of vacation at a time.

9.5.2 Employees covered by this section who have reached the maximum accrual as specified in 9.6.1 may request permission for excess accrual. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.

9.5.3 If for any reason an employee covered by this section is not permitted to take all or any part of ~~his/her~~ **their** annual vacation, the amount not taken shall be paid for, except as provided in Section 9.6.2 above.

9.6 When an employee leaves the District's employ, ~~he/she~~ **they** shall be entitled to all vacation pay earned and accumulated, excluding vacation time already taken, up to and including the date of departure from District employment, provided ~~he/she~~ **they** has completed six months of service with the District.

ARTICLE 10 - Holidays

10.1 Bargaining unit employees shall be entitled to the following holidays without loss of pay provided such holidays fall during the assigned work year of the employee:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Spring Vacation Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
	<u>Day before New Year's Day (to replace Admission Day)</u>

10.3 If a holiday listed previously falls on Sunday, the following Monday is to be observed as a holiday. If a holiday listed falls on Saturday, the preceding Friday is a holiday and is observed as such.

~~10.3.1 The observation of this Article shall not cause any employee to lose the "Day before Christmas" holiday provided they meet the requirements of Article 10.4 below.~~

10.4 Holiday Eligibility

10.4.1 Bargaining unit employees shall be entitled to the holidays listed herein provided they are in a paid status on the working day immediately preceding or succeeding the holiday.

- 10.4.2 Bargaining unit employees who are not normally assigned to duty during the holidays of **Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's Day (to replace Admission Day),** New Year's Day, or Spring Vacation Day shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assigned work period immediately preceding or succeeding the holiday period.

ARTICLE 11 - Wages

- 11.1 The pay schedule as stipulated in the Appendix A shall be increased by ~~4~~**3**% retroactive to July 1, ~~2016~~ **2019** and an additional ~~1.11~~ **0.21**% retroactive to July 1, ~~2017~~ **2020**.
- 11.2 The daily rate of pay for employees shall be computed on the basis of 21.666 working days per month.
- 11.3 A regular part-time employee shall receive the proportion of his/her **their** salary for his/her **their** classification as the number of hours worked relate to 40 hours per week.
- 11.6 Paraeducator Career Ladder Stipend

This program is no longer available to employees; however, the following compensation is for employees who provided appropriate proof of completion at each level while it was in effect:

~~The Paraeducator Career Ladder Program provides classified employees, who work with students, a career path leading to teacher certification and also provides professional development opportunities for instructional assistants. The Career Ladder Program consists of three phases of training/education. The following compensation is provided employees who provide appropriate proof of completion of each level:~~

Paraeducator I

Upon the successful completion of Level I of the Capistrano Unified Paraeducator Academy, employees ~~shall~~ receive a stipend in the amount of \$60.00 per month.

Paraeducator II

Upon the successful completion of Level II, employees who completed ~~60~~ **60** units in an educational-related field and 45 hours of District Professional Development ~~shall be~~ **are** eligible for a stipend in the amount of \$85.00 per month. ~~In order to receive this stipend, employees must make application to the Division of Human Resource Services.~~

Paraeducator III

Upon the successful completion of Levels I and II, employees who attained ~~a~~ **a** Bachelor's degree and completed ~~a~~ **a** mentor project through the Professional Development Academy, ~~shall be~~ **are** eligible for a stipend in the amount of \$110.00 per month. ~~In order to receive this stipend, employees must make application to the Division of Human Resource Services.~~

Stipends ~~shall be~~ **are** prorated to affected employee's work calendar.

ARTICLE 12 - Health and Welfare Benefits

- 12.1 Health and Welfare Benefits for new hires will become effective on the first day of the month following the completion of a 30 day waiting period, which begins with the unit member's first day of paid service.
- ~~12.2 As of January 1, 2017, the District shall pay on behalf of unit members employed full-time, payments for medical, dental, vision, and life insurance benefits approved by the Board of Trustees up to a maximum as follows:~~

~~(1) Medical Coverage~~

~~The District shall pay the premiums for full-time employees and their dependents who participate in the HMO medical plans. Employees must be employed by the District at least 20 hours per week to be eligible for health insurance benefits. The District will pay for the actual cost of insurance up to the following rates per tier:~~

Hours Worked	Percent Paid by District
4 to less than 6 hours	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

~~Medical Plans~~

~~HMO~~

~~Effective January 1, 2017, the parties agree the maximum contribution rate for all HMO health insurance plans are as follows:~~

Employee only	\$5,544.00
Employee + One	\$11,352.00
Employee + Two or more	\$16,080.00

~~PPO~~

~~Effective January 1, 2017, the parties agree the maximum contribution rate for all PPO health insurance plans are as follows:~~

Employee only	\$6,323.40
Employee + One	\$13,038.00
Employee + Two or more	\$18,522.70

~~The classified bargaining unit shall be provided with selections set forth above based upon the California Schools Benefits Trust (MEBA) Plan options for coverage and rates.~~

~~(2) Dental Coverage~~

~~The District shall pay the premiums for full-time employees and their dependents who participate in the Cigna HMO Dental Plan up to the following rates by tier:~~

Employee only	\$186.20
Employee + One	\$377.40
Employee + Two or more	\$555.00

PPO Traditional Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee only	\$587.30
Employee + One	\$1,274.50
Employee + Two or more	\$1,732.70

~~(3) Vision Coverage~~

~~The District shall contribute annually to the VSP (Vision) plan on behalf of its full-time employees as follows:~~

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

~~(4) The Association and the District agree to work collaboratively through the joint Health Benefits Committee to improve cost containment measures. The parties further agree to participate in the Metropolitan Employees Benefits Association (MEBA) for the purpose of providing Health and Welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code.~~

~~(5) Group Life Insurance:~~

~~The District shall provide life insurance to unit members working less than 20 hours per week, if they have been employed by the District continuously for five years or more, and if they apply during the open enrollment period. Eligibility shall cease upon separation from employment.~~

~~Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly deductions.~~

~~Life insurance benefits for benefit eligible classified employees will be \$30,000.00.~~

12.32 As of January 1, 2018 **2020**, the District shall pay on behalf of unit members employed full-time, payments for medical, dental, vision, and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

(1) Medical Coverage

The District shall pay the premiums for full-time employees and their dependents who participate in the HMO medical plans. Employees must be employed by the District at least 20 hours per week to be eligible for health insurance benefits. The District will pay for the actual cost of insurance up to the following rates per tier:

Hours Worked	Percent Paid by District
4 to 4.59 hours	60%
5 to 5.59 hours	65%
6 to 6.59 hours	85%
7 to 7.59 hours	90%
8 hours	100%

Medical Plans

HMO

Effective January 1, ~~2017~~ **2020**, the parties agree the maximum contribution rate for all HMO health insurance plans are as follows:

Employee only	\$6,036.00	<u>\$6,710.00</u>
Employee + One	\$12,372.00	<u>\$13,780.00</u>
Employee + Two or more	\$17,520.00	<u>\$19,530.00</u>

PPO

Effective January 1, 2017, the parties agree the maximum contribution rate for all PPO health insurance plans are as follows:

Employee only	\$6,323.40
Employee + One	\$13,038.00
Employee + Two or more	\$18,522.70

The classified bargaining unit shall be provided with selections set forth above based upon the California Schools Benefits Trust (MEBA) Plan options for coverage and rates.

(1) Dental

The District shall pay the premiums for full-time employees and their dependents who participate in the Cigna HMO Dental Plan up to the following rates by tier:

Employee only	\$186.20
Employee + One	\$377.40
Employee + Two or more	\$555.00

PPO Traditional Dental Plan

The District shall pay the premiums for full-time employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee only	\$587.30
Employee + One	\$1,274.50
Employee + Two or more	\$1,732.70

(2) Vision

The District shall contribute annually to the VSP (Vision) plan on behalf of its full-time employees as follows:

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

- (3) The Association and the District agree to work collaboratively through the joint Health Benefits Committee to improve cost containment measures. The parties further agree to participate in the Metropolitan Employees Benefits Association (MEBA) for the purpose of providing Health and Welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code.

(4) Group Life Insurance:

The District shall provide life insurance to unit members working less than 20 hours per week, if they have been employed by the District continuously for five years or more, and if they apply during the open enrollment period. Eligibility shall cease upon separation from employment.

Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly deductions.

Life insurance benefits for benefit eligible classified employees will be \$30,000.00.

- 12.43 The District shall have the authority to terminate the health benefits policy with the current carrier and to enter into a self-insured method for the funding of health and welfare benefits for employees, provided the District maintains at least the 1980/81 benefit and service level for employees of the District. The District shall, 30 days prior to transfer of health benefits from the current carrier to self-insured funding, give notice to the Association of such change.
- 12.54 The District shall pay on behalf of employees employed 20 hours per week or more and who were hired by the District prior to November 1, 1976, payments for medical, dental, life insurance and vision care benefits in the same amount as if the employee were a full-time employee.
- 12.65 Unit members eligible for health and welfare benefits shall have an initial enrollment period beginning the date that new health and welfare insurance contracts become effective and ending one calendar month later. During this open enrollment period all unit members eligible for health and welfare benefits shall have the option of securing or deleting coverage for themselves and any or all eligible dependents.
- 12.65.1 After the end of one calendar month period enumerated in 12.5 all unit members eligible for health and welfare benefits shall be required to maintain the selected coverage or lack of coverage for 12 months or until the expiration of the contract with the insurance providers whichever comes first.

- 12.65.2 During one calendar month period enumerated in 12.5, the District agrees to make every effort to inform unit members eligible for health and welfare benefits of the coverage offered and the one calendar month enrollment period.
 - 12.65.3 A unit member eligible for health and welfare benefits hired after the one calendar month period enumerated in 12.5 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any or all eligible dependents for a 31 day calendar pay period beginning with the unit member's first day of paid service.
 - 12.65.4 A unit member eligible for health and welfare benefits who acquires or loses an eligible dependent during a time other than the one calendar month open enrollment period enumerated in 12.5 shall be able to enroll or delete the eligible dependent for a one calendar month period beginning with the date of the acquisition or loss of an eligible dependent.
- 12.76 The District shall provide a long-term disability plan for classified employees who are eligible for Health and Welfare Benefits under the provision of this article. Such a plan shall be as enumerated in this contract.
- 12.76.1 All benefits received under a long term disability plan shall be fully coordinated with any and all benefits received by the employee for the term of their illness.
 - 12.76.2 The maximum benefit received shall be 60% of the employee's salary to a maximum benefit of \$2,000.00 per month.
 - 12.76.3 The waiting period for benefits to begin shall be 100 working days.
 - 12.76.4 The maximum benefit period that any one employee may receive long-term disability benefits is five years.

12.87 Retiree Health Benefits

12.87.1 Effective July 1, 1989, employees who commence PERS service retirement are benefit eligible and enrolled in a District health benefit plan at time of retirement, shall receive District paid medical only benefits for retirees only, subject to the following conditions:

- 12.87.1.1 The employee must be at least 53 years of age at the time of retirement.
- 12.87.1.2 The employee must have completed at least 10 consecutive years of service participation in the District at the time of retirement.
- 12.87.1.3 The percentage of District premium payment shall be according to the following scale:

10 years of service =	50% District paid premium
11 years of service =	55% District paid premium
12 years of service =	60% District paid premium
13 years of service =	65% District paid premium
14 years of service =	70% District paid premium
15 years of service =	75% District paid premium
16 years of service =	80% District paid premium
17 years of service =	85% District paid premium

18 years of service = 90% District paid premium
19 years of service = 95% District paid premium
20 years of service = 100% District paid premium

12.87.1.4 A participant in the retiree health benefit program may provide the above coverage for his or her eligible dependents by paying the full cost of the annual premium for such dependents.

12.87.1.5 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease.

12.87.2 A retiree who commences PERS service retirement between ages 50 and 53; who has at least 10 years of consecutive service participation in the District; is benefit eligible and enrolled in a District health benefit program at time of retirement; may participate in the retiree health benefit program by paying the full cost of the annual premium until he or she becomes 53 years of age at which time the employee is automatically eligible to participate in the program as noted in 12.7.1.

12.87.3 Participants in the retiree health benefit program may continue dental coverage for themselves and their eligible dependents by paying the full cost of the annual premium.

ARTICLE 13 - Association Rights

13.3 The Association shall have the right to use school facilities at reasonable times subject to reasonable regulation by the District for the purpose of Association meetings. The Association shall also have the right to use ~~typewriters~~ **computers** and duplicating devices when otherwise not in use by the District. The District reserves the right to establish reasonable regulations for the use of such equipment and to charge the Association for the cost of materials ~~utilized for typewriting and duplicating purposes.~~

~~ARTICLE 14 - Organizational Security and Check Off~~

~~143.11~~ Check Off

The Association shall have the sole and exclusive right to have membership dues ~~and service fees~~ deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the District. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

~~143.12~~ Dues Deduction

143.12.1 The District shall deduct, in accordance with the Association dues ~~and service fee~~ schedule, dues from the wages of all employees who are members of the Association ~~on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.~~

- ~~14.2.2~~—The District shall deduct the dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this agreement, become members of the Association and submit to the District a dues authorization form.
- ~~14.2.3~~—The District shall immediately notify the Association Job Representative if any member revokes a dues authorization.

13.12.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative.

~~14.3~~—Service Fee

- ~~14.3.1~~—The Association and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this agreement by the Association and for the representation of employees in the bargaining unit by the Association.
- ~~14.3.2~~—Employees in the bargaining unit who are not members of the Association on the effective date of this agreement and employees who hereafter come into the bargaining unit shall, either within 30 days of the effective date of this agreement of their employment, apply for membership and execute an authorization for dues deduction on a form provided by the Association, or in the alternative the District shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the Association service fee schedule.
- ~~14.3.3~~—However, nothing contained herein shall prohibit an employee from paying service fees directly to the Association.
- ~~14.3.4~~—In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with the Association for the direct payment of service fees, the District shall deduct service fees until such time as the Association notifies the District that arrangements have been made for the direct payment of such fees.

~~14.4~~—Religious Objection

~~Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to the Association which proves that he/she sincerely holds such beliefs the employee will be required in lieu of a service fee, to pay the sum of such service fee to a nonreligious, non-labor organization, charitable fund exempt from taxation under the Internal Revenue Code Title 26, §501(c) (3) chosen by such employee from the following lists of three:~~

- ~~(1) — American Cancer Society~~
- ~~(2) — American Heart Association~~
- ~~(3) — Children's Hospital of Orange County (CHOC)~~

~~14.5—Deduction and payment of Charitable Contributions~~

~~Any employee who belongs to a religious body described herein shall, within 30 days of the date of this agreement of their employment, present proof to the Association that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three organizations listed in Article 14.4 of this agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.~~

~~If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.~~

~~14.6—The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of the Agency Fee Provision.~~

ARTICLE 16 - Layoff and Reemployment

16.4 Order of Layoff, Notification, Employee Rights

16.4.5 If no vacancy exists within the same classification, the employee affected by layoff from ~~his/her~~ **their** present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.

16.5 Rehire

16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within three work days, ~~he/she~~ **they** will be skipped on the list. In this 72 hour period no fewer than three attempts will be made to contact the employee.

ARTICLE 17 - Discipline

17.3 Permanent employees may be disciplined for just cause only and shall have the right of hearing before the Board of Trustees or a Hearing Officer. If a Hearing Officer is used, ~~he/she~~ **they** shall be appointed and paid for by the District. The Hearing Officer shall hear testimony, gather evidence, and submit ~~his/her~~ **their** findings to the Board. Such Hearing Officer's findings and recommendations are advisory to the Board. Any hearing before the Board may be in closed session or at a public meeting at the request of the employee. A hearing held before a Hearing Officer shall be in closed session.

17.6 Rules for informing the employee of ~~his/her~~ **their** suspension, ~~his/her~~ **their** right to a hearing, and the conduct of such hearing shall be carried out in the same manner as set forth under articles 17.1.2 and 17.3.

ARTICLE 19 - Educational Enhancement Program

19.3.1 Information/instruction that will enhance the individual employee’s effectiveness in ~~his/her~~ **their** current position. This does not include classes or courses required to maintain certification or licensing in ~~his/her~~ **their** current position.

19.7 Appeal Process

19.7.1 If an employee wishes to appeal a denial of an educational enhancement application, ~~he/she~~ **they** should submit an Appeal Form to the Assistant Superintendent, Human Resource Services or designee.

Adjust all numbering sequence and formatting accordingly resulting from the elimination of Article 14 and the above changes. Update the parties’ representatives and Board of Education member names.

There are no other language changes or omissions to the remainder of the current Collective Bargaining Agreement.

This tentative agreement is subject to ratification by the CSEA Capistrano Chapter 224 membership, CSEA policy 610 requirements and approval by the Capistrano Unified School District Board of Education.

California School Employees Association
and its Capistrano Chapter 224


Capistrano Unified School District

Ronda Walen 7/29/20

 7/29/20

Ronda Walen Date
Chapter President, CSEA Chapter 224
Services

Tim Brooks Date
Associate Superintendent, Human Resources

 7/29/2020
Danny Torres Date
CSEA Senior Labor Relations Representative

Kirsty Braun 7/29/2020
Kirsty Braun Date
CSEA Negotiation Team Member

Clark Hampton Date
Deputy Superintendent, Business Services

Sandra Clark 7/29/2020
Sandra Clark Date
CSEA Negotiation Team Member

Susan Holiday, Ed.D. Date
Associate Superintendent, Educational Services

Jacquelyn Crummett 7/29/2020
Jaquelyn Crummett Date
CSEA Negotiation Team Member

Salvador Gonzalez 7/29/2020
Salvador Gonzalez Date
CSEA Negotiation Team Member

Tracy Johannes 7/29/2020
Tracy Johannes Date
CSEA Negotiation Team Member