

A CONTRACT BETWEEN THE
CAJON VALLEY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
AND THE
CAJON VALLEY SUPERVISORY ASSOCIATION



Amended Based on 2019-2020 Negotiations

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ARTICLE I: PREAMBLE

This is an agreement entered into this 23rd day of November 1982 between the Governing Board of the Cajon Valley Union School District and the Cajon Valley Supervisor’s Association.

ARTICLE II: RECOGNITION

The Board recognizes the Cajon Valley Supervisor’s Association as the exclusive bargaining agent for all employees holding those positions described in Appendix A.

ARTICLE III: ASSOCIATION RIGHTS

- 1. Membership in the Association shall be a matter of voluntary personal choice of each employee.
- 2. The Association recognizes the responsibilities of an exclusive bargaining agent for the unit as described and realizes that to provide maximum opportunities for continuing employment, working conditions, and wages, the Association shall cooperate with the district in reducing absenteeism, eliminating tardiness, and other practices which interfere with, or reduce, the effectiveness of the work program.
- 3. The Association shall have the right to post appropriate notices of their activities and matters of Association concern on Association bulletin boards at least one of which shall be provided in each administrative unit. The Association shall have the right to reasonable use of district mail service, and for a qualified operator to use office equipment necessary to produce Association notices and publications at a no cost, non-interference with district business basis.
- 4. Upon proper notification, the Association shall have the right to reasonable use of school facilities for meetings subject to requirements of the Board’s Civic Center policy.
- 5. Accredited representatives of the Association shall have access to administrative units of the district at reasonable times during working hours, provided they obtain approval from the site administrator or his/her designated representatives.
- 6. Release time of four (4) days for one (1) delegate for workshops in other districts at no cost to the district.
- 7. Association officers may be authorized release time not to exceed one (1) hour per month to coordinate Association/Board business. Release time shall be subject to approval by the employee’s immediate supervisor.

ARTICLE IV: BOARD RIGHTS

Except as limited by the provisions of this Agreement, the management of the district and the direction of the working force, including the right to hire, promote, transfer, discharge, discipline for proper cause, and to maintain efficiency of the employees, is the responsibility of the Board. In addition, the work to be performed, the location of the work, the method and processes, and the decision to make or buy are solely and exclusively the responsibility of the district provided that in the exercise of such functions, the district shall not discriminate against employees because of participation in legitimate activities on behalf of the Association. The foregoing enumeration of

Board rights shall not be deemed to exclude other rights of the Board not specifically set forth herein. The Board, therefore, retains all rights not otherwise specifically limited by this Agreement and the non-utilization of any Board right does not mean that the Board shall not maintain said right.

ARTICLE V: HOURS OF WORK

1. Workweek

The district workweek shall begin at 12:01 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The individual workweek shall consist of forty (40) hours of five (5) consecutive days within the district workweek. Normally, individual workweeks shall be Monday through Friday. However, individual workweeks may be assigned other than Monday through Friday when needs of the district so require.

2. Workday

Eight (8) consecutive hours, except for the meal period, shall constitute a normal workday.

3. Hours of Work

Unit members who are assigned work at least four (4) days per week in shifts requiring at least three (3) hours of service after six (6 p.m.) shall receive in addition to the regular rate of pay, a shift differential of five (5) percent effective July 1, 1999.

4. Meal Period

Each employee working five (5) or more consecutive hours shall be entitled to a thirty (30) minute meal period. This period of time will be in addition to their workday.

5. Rest Periods

Each employee shall be entitled to two (2) rest periods per eight (8) workday. Each rest period will consist of fifteen (15) minutes and will normally be taken toward the midpoint of each four (4) hour work period. Employees who have a workday of three (3) hours or more, and less than four (4) hour shall receive a five (5) minute rest break. Employees working less than a three (3) hour workday will receive no rest period.

6. Overtime

Overtime will be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee involved. Overtime is defined as time worked in excess of a normal eight (8) hour day, or in excess of forty (40) hours in any workweek. An employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek, at a rate of time and one-half of the regular rate of pay for the employee involved. Hours worked on holidays or when assigned to work during a vacation period will be compensated for at the overtime rate in addition to holiday/vacation pay.

7. Call in Time

Any employee who is called and reports to work outside the regular work assignment shall receive a minimum of two (2) hours pay at the appropriate rate.

8. Compensatory Time

Compensatory time is time earned for work in addition to the scheduled workday or workweek by an employee. Compensatory time may be authorized in lieu of cash compensation. Eight (8) hour employees, when authorized, and with approval of their department head, may elect to earn compensatory time in lieu of payment for overtime on a 1-½ time basis, provided the time is one hour or more. Compensatory time may be taken with the approval of the immediate supervisor at a mutually agreeable time and shall normally be used within one (1) year of date earned.

9. Payroll Calculation

For the purpose of payroll calculations, 2080 hours per year shall be used.

ARTICLE VI: EMPLOYEE COMPENSATION

1. **2019-2020:** A total of 3% ongoing dollars will be applied to the 2019-2020 salary schedule effective July 1, 2019. A total of 1% off-schedule one-time payment will be issued. A total of .37% ongoing dollars will be applied to the cost of Health Benefits for the 2020 plan year.

2020-2021: A total of 2% ongoing dollars will be applied to the 2020-21 salary schedule effective July 1, 2020. The average district percentage increase for all other employee groups will be applied to the cost of Health Benefits for the 2021 plan year.

2. The longevity schedule, effective July 1, 2012, is as follows:

Completion of eight (8) years of service in Cajon Valley	4.5% of base
Completion of twelve (12) years of service in Cajon Valley	4.5% of base
Completion of sixteen (16) years of service in Cajon Valley	4.5% of base
Completion of twenty (20) years of service in Cajon Valley	4.5% of base
Completion of twenty-four (24) years of service in Cajon Valley	4.5% of base

3. Health and Dental Programs

The District participates in the Voluntary Employee Benefits Association insurance trust (commonly referred to as "VEBA"). Participation in insurance plans is subject to all VEBA rules and regulations. The plans available to unit members for the 2020 and 2021 health benefits plan years shall be the Kaiser 10/20, the UHC Performance HMO Package A (Networks 1 & 2), the UHC Signature Value Alliance 20/30, UHC Journey-Harmony, UHC Journey-Alliance and the SIMNSA \$5 (Mexico Plan). Eligible employees may select dental coverage through the Delta Dental PPO or Delta Care USA Dental HMO.

- a. District Contribution

The District shall contribute toward the annual cost of health benefits as set forth in Exhibit 1, column 4.

b. Employee Coverage and Premiums

- Full-time employee coverage:

Employees working full time (eight (8) hours per day), for at least four (4) days per week, are eligible for family coverage medical and dental benefits. Full-time employees will pay for the cost of health benefits that exceed the District contribution amounts set forth in Exhibit 1, column 4. The employee co-premium amounts are calculated by subtracting the District contribution from the plan cost and dividing by 11 to determine the monthly payroll deduction (August – June).

The full-time employee paid co-premium amounts for the 2020 and 2021 health benefits plan years are set forth as Exhibit 1, column 2.

- Part-time employee coverage:

Employees working part-time, 4 to 7.99 hours per day, for at least four (4) days per week, will be eligible for individual (employee only) medical and dental benefits.

Part-time employees will pay the difference between the cost of the individual plan and the amount of District contribution set forth in Exhibit 1, column 4 through eleven monthly payroll deductions (August – June). Part-time employees may elect, at their own cost, to cover eligible family members under the District's medical and dental plans.

The part-time employee paid co-premium amounts for the 2020 and 2021 health benefits plan years are set forth as Exhibit 1, column 3.

c. Opt-Out/Waiver of Benefits

- Opt-Out:

Effective December 1, 2006, District employees who are eligible for benefits, and who have chosen to opt-out of benefits to receive a \$1,200.00 annual stipend may continue that practice. Under VEBA rules, no additional employees will be permitted to opt-out of benefits. Once a “grandfathered” employee ceases to opt-out of health benefits they have lost their ability to return to this status in the future. Employees continuing to opt-out of benefits must follow established District rules each year regarding written proof of other insurance coverage.

1. Employees continuing to exercise this option must show written proof that they are insured through an outside entity.
2. Employees continuing to exercise this option must complete and submit a Medical Insurance Waiver Statement to the district's Payroll Department during the open enrollment period.
3. Employees who do not provide the required documents within the specified open enrollment period each year will permanently lose their ability to waive benefits.

- Waiver of Health Benefits:

1. Employees who provide proof of insurance may waive health benefits separate from the opt-out provision above. Employees must elect this option during the Open Enrollment period or upon experiencing a qualifying event through the submission of the Medical Insurance Waiver statement to the District's Payroll Department. Employees do not receive financial compensation for electing to waive health benefits.
2. Employees with a spouse/domestic partner employed in the District may waive health benefits coverage by completing the health enrollment form and marking the "Spouse No Co-Pay" coverage category. The spouse/domestic partner providing coverage must list the dependent employee on their health enrollment form to ensure coverage. Employees must elect this option during the open enrollment period or upon experiencing a qualifying event through the submission of the Medical Insurance Waiver statement to the District's Payroll Department. Employees do not receive financial compensation for electing to waive health benefits.

D. Employees Enrolled as a Dependent of Another Cajon Valley Employee

District employees who are eligible for benefits, and whose spouse/California registered domestic partner is also a District employee eligible for benefits, may each enroll in their own benefit account and will each pay an employee co-premium. Effective December 1, 2006, District employees who are eligible for benefits, and who are already enrolled only as a dependent of another district employee and does not pay a co-premium may continue that practice. Under VEBA rules, no additional employees will be permitted to enroll only as the dependent of another district employee. Once a "grandfathered" employee ceases to enroll only as the dependent of another employee, they have lost their ability to return to that status in the future.

In any year in which there is no agreement regarding health benefits, the Association shall have the right to negotiate with the District through November 30, and the District will not implement an increase in the benefit payroll deduction. Effective December 1 of that year, the District shall have the right to adjust the monthly payroll deduction to reflect the increased cost of benefits that exceed the maximum District contribution. This adjustment will begin on the December paycheck, for health and dental program increases taking effect on January 1.

ARTICLE VII: PROFESSIONAL GROWTH PROGRAM

The district will budget a \$4,000 annual cap for Professional Growth. Reimbursement will be limited to of \$1,000 per year for tuition and required course materials. Reimbursement is to occur after completion of the course with a grade of "B" or pass/credit if the course is on a pass/fail or credit/non-credit basis. The course must be pre-approved by the Assistant Superintendent responsible for the department to which the unit member is assigned, and relate to the applicant's current classification or a classification they aspire to.

ARTICLE VIII: VACATION PLAN

1. All employees, permanent or probationary, shall earn vacation at the prescribed rates.

Vacation shall not be a vested right of employees not completing the six month probationary period. Vacation benefits shall be earned annually from July 1 through June 30.

2. Accumulation schedule:

1	year of service	-	16 days
2-3	years of service	-	20 days
4+	years of service	-	25 days

Vacation time for employees who work less than 12 months a year will be prorated.

3. Earned vacation time may be carried over not more than one school year.
4. Vacation pay shall be at the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in employment. An employee shall not be paid in cash in lieu of earned vacation unless the needs of the school, the administrative unit, or district are such that the employee is not permitted to take his/her full annual vacation. Such vacation time not taken may be paid for in cash.
5. Vacation schedules shall be reviewed with the employee and prepared by the administration. Vacation periods may be taken at times convenient to the employee, consistent with the needs of the service and workload of the administrative unit. Vacation may be taken in units of not less than two (2) hours.
6. Upon termination, if eligible, an employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.
7. When a Board designated local or legal holiday falls during the scheduled vacation of any employee, the holiday will not be charged against the employee's earned vacation.
8. Employees may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. The employee must supply notice and supporting information as a basis for such interruption or termination.

ARTICLE IX: LEAVES

1. **Sick Leave**

This includes all personal illness, off duty accidents, and medical appointments for the employee.

- A. Regular full time employees of the district are entitled to yearly sick leave with full pay at the rate of one (1) day per month accumulated without limit. Regular employees working less than 12 months, or less than eight (8) hours per day, shall be credited for sick leave prorated in accordance to hours worked.
- B. All employees may use sick leave from the first day of their work year, even though they are unable to report for duty. For accounting purposes, the department manager or the personnel office must be notified. Both annual and accumulated

sick leave may be used, but the annual sick leave will be refunded by the employee if not earned during the school year it is taken.

- C. All probationary employees shall be eligible to take not more than six (6) days or the proportionate amount of sick leave which they are entitled until the first day of the calendar month following six (6) months probation.
- D. An employee shall once a year be credited with a total of not less than 100 working days of sick leave, not accumulative. In the even illness occurs, current and accumulative sick leave at full pay will be deducted from the 100 working days and compensation for the remainder of the 100 days shall be at 66 2/3 percent. Any differential pay used must be supported by a written statement from a medical advisor.
- E. When an employee's absence rate appears to be excessive, a written statement from a medical advisor, verifying the nature and degree of illness may be required. Absence may require the employee to submit to a physical examination by a qualified medical advisor selected by the district. The cost of such examination will be paid for by the district.
- F. An employee reporting for duty who cannot continue because of illness through the first 25% of the workday will be considered absent for one whole day. An employee report for duty who cannot continue because of illness from more than 25% to 75% of the workday will be considered absent for one-half day. An employee who completes more than 75% of the workday shall not be charged sick leave.
- G. An employee may voluntarily donate a maximum of five (5) sick leave days per year (recorded in hours) from his/her accumulated balance to another employee who has suffered a long-term catastrophic illness or disability and has exhausted all other paid leaves. Such donations shall be irrevocable and shall not impact the donor's eligibility for the district's attendance incentive program.
- H. Maternity Leave: Effective January 1, 2017, following childbirth, permanent unit member(s) shall have three (3) work weeks of paid maternity leave during the pregnancy disability period. The leave may only be taken on "contract days" for which unit members are paid (weekends and breaks shall not be deducted from the unit member's accumulated leave balance. If any portion of the unit member's pregnancy disability period falls outside of their work year, the unit member may use the remainder of the maternity leave within one (1) calendar year of the birth of the child in increments of no less than one (1) week. It is the responsibility of the bargaining unit member to notify the District and provide documentation regarding the childbirth.
- I. Parental Leave: Effective January 1, 2017, sick leave may be used for parental leave. Parental leave is defined as leave taken for the birth of a child of the employee or placement of a foster or adoptive child with the employee. When an employee has exhausted all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated at the differential pay rate described in paragraph 1.d of this article

for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this paragraph shall run concurrently with parental leave taken under the Family Medical Leave Act or the California Family Rights Act. The basic minimum duration of parental leave is two weeks. However, the District shall grant a request for parental leave of less than two weeks duration on any two occasions. The purpose of this paragraph is to comply with Education Code 45196.1.

2. Industrial Accident and Industrial Illness Compensation Leave

All regularly employed personnel shall be entitled to industrial accident and illness leave under the following rules and regulations:

- A. Allowable leave for each industrial accident or industrial illness shall be during the days which the schools of the District are required to be in session, or when the employee otherwise would have been performing work for the District and shall not exceed sixty (60) such days for eligible personnel.
- B. The accident or illness must have arisen out of and in the course of the employment of the employee, and must be accepted as such by the Workers' Compensation Agency.
- C. Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence, regardless of accumulation from year to year.
- D. When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which the absence occurs. This, when added to the temporary disability indemnity, shall result in a payment of not more than full salary.
- E. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary and shall make retirement and other authorized deductions.
- F. When an employee is absent from duty on account of an industrial accident or illness, he or she shall submit within the first seven (7) days of leave, a statement from a licensed physician or other evidence as may be required by the District affirming that the industrial accident or illness does exist and did occur while performing work for the Cajon Valley Union School District. The Board of Education may require the employee to submit to a physical examination by one of several physicians selected by the Board at any time during leave at District expense.
- G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and absence. Sick leave may commence upon termination of industrial accident or illness leave. If the employee

continues to receive temporary disability indemnity, that employee may elect to take as much accumulated sick leave, which, when added to temporary disability indemnity, will result in payment of not more than full salary.

3. Personal Necessity Leave

During any year an employee may elect to use accumulated sick leave benefits for personal necessity. The days allowed for this purpose shall be limited to a maximum of seven (7) days. These days shall be deducted from and may not exceed the number of fully paid days sick leave to which the employee is entitled. Personal necessity is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties. It is not intended to provide employees time off for vacation, recreational or social activities, or for activities related to work slowdown or stoppage, or job training for a position not connected to the School District. All days under this provision shall be designated as confidential, and the employee will not have to disclose the reason for taking them.

An employee using personal necessity leave, shall enter their leave in the District's substitute system or leave portal designating the absence as personal necessity leave. By doing so, the employee is certifying the leave is for the purpose of personal necessity as defined by this Article. Leave must be entered into the appropriate system as far in advance of the absence as possible.

Personal necessity may be taken in minimum units of one (1) hour increments and up to a maximum of five (5) consecutive days.

4. Jury Duty/Court Subpoena Leave

Employees shall be paid full salary for absence caused by jury duty. Payment for jury duty will be retained by the employee, and the corresponding amount will be deducted from the employee's next paycheck, as an employee cannot receive jury pay in addition to his or her regular salary. Leave of absence to serve as a witness in a court case shall be granted an employee when he has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor. Additional allowances made by the court for travel, meals, parking, etc., shall be retained by the employee.

5. Bereavement Leave

All supervisory employees shall be entitled to five (5) days of bereavement leave. Bereavement leave may be taken upon the death of a member of the immediate family, defined as follows:

1. Husband
2. Wife
3. Mother*
4. Father*

5. Sister
6. Brother
7. Son
8. Daughter
9. Mother-in-law
10. Father-in-law
11. Grandmother
12. Grandfather
13. Brother-in-law
14. Sister-in-law
15. Son-in-law
16. Daughter-in-law
17. Grandchild
18. Any dependent/relative of either spouse living in the immediate household of the employee
19. California registered domestic partner

*Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

6. Military Service Leave

Employees may be granted leaves with pay in accordance with Federal and State law for mandatory military service and training.

7. Personal Leave Without Pay

- A. Personal leave without pay may only be taken by permanent employees.
- B. Personal leave without pay may be granted by the immediate supervisor up to five (5) days without Board approval.
- C. Personal leave without pay may be granted by the Superintendent or designee up to thirty (30) days without Board approval.
- D. Personal leave without pay for more than thirty (30) days must have Board approval. The District will consider unusual circumstances upon request. Except in an emergency, a thirty (30) day notice shall be given prior to leave start. Personal leaves beyond one (1) year will not be granted. While on any leave without pay, an employee shall have the option of remaining an active participant in the District's fringe benefit program by contributing the total cost of the program.
- E. Permanent employees granted personal leave for more than ninety (90) days by the District must notify the classified Personnel Administrator whether or not they intend to return to work sixty (60) days before their leave ends. If they elect to return to work, the employee shall be assigned to the same job classification as that held prior to the leave.

8. Calamitous/Catastrophic Event Leave

The District, CVAA and CVSA desire to create a bank of sick leave days from which eligible members may apply for additional sick days when they or their family members are suffering from a catastrophic illness, injury or calamitous event.

A. Definition

1. In cases affecting a CVSA member, a catastrophic illness or injury is defined as one that is expected to incapacitate the member for an extended period of time and which causes the member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 work days/6 work weeks. Leave bank donations will run concurrent with the 100 days of extended illness leave (commonly referred to as differential pay).
2. In cases affecting a member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. In such instances, the member will exhaust available personal necessity and vacation leave prior to accessing the bank. An extended period of time is defined as in excess of 30 work days/6 work weeks.
3. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
4. A calamitous event is an event of significant nature such as flood, fire, earthquake, etc. In such instances, the member will exhaust available personal necessity and vacation leave prior to accessing the bank.
5. Employees absent from work due to a work-related injury are not eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation.

B. Management

1. The governance shall be a joint responsibility of the CVSA, CVAA and the District. A Leave Bank Committee consisting of three (3) members, one (1) selected by the CVSA, one (1) selected by CVAA and one (1) selected by the District shall be formed to review Leave Bank Requests.^{2.} All requests will be answered in writing within ten (10) work days of the decision. Strict confidentiality shall be maintained.
3. Once the Leave Bank reaches a balance of 200 days, donation requests shall be suspended except for newly hired unit members who will be offered the opportunity to donate two (2) days.
4. If the balance of days in the bank are projected to drop below one hundred (100) days, additional voluntary contributions will be solicited. In the event that an adequate number of donations are not received, the bank will be disbanded and the remaining contributions will be proportionately returned to active members of the bank.

C. Denial

1. Members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the Bank until such time as they are scheduled

to return from the leave and have exhausted their accumulated sick leave and differential leave.

2. If the committee denies a request for a withdrawal from the Bank, the member making the request shall be notified in writing of the reason for denial. Members subject to denial may resubmit their request with new or additional information.
3. If the committee has insufficient days to fund a withdrawal request, neither CVSA, CVAA, the Committee or the District shall be under any obligation to pay the member.

D. Eligibility

1. Use of the bank shall be available to all CVSA members who have made an initial donation of at least two (2) days to the bank. (Note: donations for part-time employees shall be prorated).
2. Donations will be assessed during established open enrollment periods or upon request by the Committee
3. If a member does not join at the first eligibility opportunity, he/she must wait until the next enrollment opportunity, and eligibility will become effective 30 calendar days after the first contribution.
4. Proof of need must be included in every request to use the bank.

E. Responsibilities

1. The District shall provide the Committee with the names of all members who have joined and are currently enrolled in the Bank.
2. The District shall verify an applicant's sick/vacation leave to the Committee and provide the applicant's remaining paid leave balance.
3. CVSA shall help solicit donations during the period of District open enrollment.
4. When the leave bank falls below one hundred (100) days, the District shall notify CVSA and the CVSA shall solicit donations of sick leave for the bank.

F. Donations

1. All donations are voluntary and irrevocable.
2. Following an initial donation of two (2) days, annual donations shall be a minimum of one (1) day and maximum of five (5) days per year until the bank reaches a minimum of 200 days.
3. Donations to the bank are general and are not to a specific member.

G. Withdrawals

1. Withdrawals shall be granted in units of one (1) work day of the unit member with a maximum withdrawal of sixty (60) work days per event (Note: withdrawals for part-time employees shall be prorated).

2. Participants may request additional days as bank withdrawal expires.
3. Days approved but not used shall be returned to the bank.
4. Decisions of the Committee are final.

ARTICLE X: EARLY NOTIFICATION RETIREMENT PROGRAM

Effective July 1, 2015, unit members who have completed fifteen (15) years of service with the District, of which the last four years have been consecutive, shall be eligible to receive a one-time, off-schedule resignation/retirement incentive equivalent to six percent (6%), of step 6 of the current range provided they submit an irrevocable resignation/retirement letter to the Director of Classified Personnel six (6) months prior to the resignation/retirement date.

ARTICLE XI: HEALTH BENEFITS FOR RETIRED SUPERVISORY EMPLOYEES

Employees retiring shall be eligible and may apply for paid medical-health and dental benefits on the following basis:

1. The employee who has ten (10) years of service in the District (the last five years must be consecutive) and who has no other fully funded, non-contributory benefit plan and has reached the age of fifty-five (55) years.
2. The health and dental coverage provided will be the same as the retiree held during the last year of employment. The District will pay the total cost until the employee reaches age sixty-five (65). Should a retired employee who was participating in the District's Health and Dental Programs die before age 65, their surviving spouse shall be provided the same Health and Dental benefits until age 65.
3. Effective March 1, 2005, District employees who are eligible for benefits, and whose spouse/California registered domestic partner is also a District employee eligible for benefits, may each enroll in their own benefit account and will each pay an employee co-premium. Employees may also choose to enroll in one family account, with one employee enrolling as the primary person and the other employee enrolling as their dependent. In this case, only one employee premium co-payment will be made.
4. Eligible retired unit members shall be eligible for the same benefit options and pay the same co-premium amounts as active employees as identified in Article VI: Employee Compensation. For eligible retired unit members in full-time status at retirement, who reside outside of the insurance carriers' coverage area, the plan that is available is the Out-of-Area UnitedHealthcare PPO and the District will pay up to the District contribution for the tier the retiree enrolls in as set forth as Exhibit 1, column 4. The retiree will be responsible for all costs that exceed this amount.

For eligible part-time retired unit members receiving benefits at retirement, who reside outside of the insurance carriers' coverage area, the plan that is available is the individual Out-of-Area UnitedHealthcare PPO and the District will pay up to the District contribution for the tier the retiree enrolls in as set forth as Exhibit 1, column 4. Part-time retired unit members may also choose to enroll eligible dependents and the entire cost of the dependents would be borne by the retired unit member.

5. All of the above sections under this Article shall be limited in eligibility to the policy the District provides and by any rules and regulations set by the insurance carrier or legal counsel. The retiree shall be required to perform all acts necessary on the employee's part to meet any such requirements set by the employer.
6. Eligible dependents of retired employees who are enrolled in District medical plans may continue coverage in the plan as long as the retiree is enrolled. If the eligible dependent of a retiree becomes eligible for Medicare, they should enroll in Medicare parts A and B to continue coverage under the District plan. If the eligible dependent does not enroll in Medicare parts A and B they may continue coverage under the District plan, but must pay the difference between the premium with Medicare coverage and the premium without Medicare coverage. If the dependent is already eligible for Medicare at the time that the employee retires, the dependent must immediately enroll in Medicare parts A and B in order to continue to be covered by the District sponsored plan, or must pay the difference in premium cost as outlined above.
7. Effective July 1, 2015, retirement benefits for new employees hired with a start date on or after July 1, 2015, will exclude District paid dental and medical coverage for dependents. Retired employees may choose to pay the costs to continue coverage for their dependents until the employee becomes eligible for Medicare as noted above in Section 6 of Article XI: Health Benefits for Retired Supervisory Employees.

ARTICLE XII: HEALTH BENEFITS FOR CERTAIN DISABLED SUPERVISORY EMPLOYEES

Disabled retiring employees shall be eligible for paid medical-health (not dental) insurance benefits on the following basis:

1. The employee has not reached age fifty-five (55).
2. The employee has ten (10) years of service with the District (the last five years of which must be consecutive).
3. District paid/employee co-paid benefits will be limited to one (1) year after retirement, (allowing time for PERS disability certification). At the end of the one year District paid/employee co-paid benefits, if the PERS disability retirement certification is delayed, or denied, the employee may continue benefits through COBRA. If the PERS disability certification is received after the one year, the District would continue the District-paid portion of health benefits and refund the COBRA payments retroactive to the PERS disability certification date.

Upon receiving PERS disability retirement certification, the District-paid/employee co-paid benefits would continue for the remainder of the five (5) calendar years as stated in ARTICLE XII (5), beginning with the initial one (1) year waiver period.

4. The health coverage provided will be the same as the retiree held during the last year of employment.
5. The cost of the coverage shall be paid by the District for a maximum of five (5) calendar years. Any increase in premium after the first calendar year shall be paid by the retiree.
6. Coverage paid by the District will terminate in less than two (2) years in the event that

medical coverage becomes effective or the disability is terminated.

ARTICLE XIII: SAFETY

1. The District agrees to establish and maintain safe working conditions for all unit members.
2. A unit member who discovers a condition on the job which he/she thinks is not safe, or might unduly endanger health, will report the unsafe condition to his/her supervisor immediately. The supervisor will evaluate the condition, make any necessary corrections, and restore the job to a normal safe condition.
 - a. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor or designee who shall immediately report the incident to the Superintendent or designee. The Superintendent or designees shall comply with any reasonable request from the employee for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
 - b. Unit members have the right to submit written recommendations to their immediate supervisor regarding the maintenance of safe working conditions, facilities, and equipment repairs and modifications, and other practices designed to ensure safe working conditions.
3. If the correction is beyond the level of the immediate supervisor to accomplish, an immediate report will be made to the Safety Officer (Assistant Superintendent/Business Services) for corrective action.
4. The unit member will resume work only when conditions on the job are returned to normal safety limits for that position to be determined by the Safety Officer. Should the unit member still have concerns regarding the safe working conditions, the supervisor and Safety Officer or designee will meet to discuss a resolution.
5. It shall be the policy of the Governing Board to provide for the payment of the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing necessarily worn or carried by the unit member, when any such property is damaged in the line of duty without fault of the unit member, and when such damage could not have been reasonably anticipated or avoided. The burden of proof shall rest with the unit member. Maximum compensation shall not exceed \$500.00. Provisions of this policy are not applicable to personal instructional materials or equipment owned by a unit member.

Vandalism to a unit member's vehicle while parked at a District facility during normal working hours or at District sponsored events will be reimbursed up to a maximum of \$500.00. Vandalism includes, but is not limited to: slashed tires, broken windows, and keyed marks. Claims must be accompanied by a police report for verification purposes. A report of the vandalism must be filed with the District Business Services office within three (3) workdays of the incident. The unit member must assign the right of subrogation to the District of any payment made by the District. The unit member shall also file a claim with his/her personal insurance carrier, and provide the District a copy of the claim.

In the event the unit member is paid the cost of replacing or repairing such property or the

actual value of such property, the District shall, to the extent of such payment, be subrogated to any right of the unit member to recover compensation for such damaged property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction.

6. Alcohol and Drug Testing Procedures

CVSA and the District agree the safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse among all employees. The District and CVSA further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

A. Application

This section applies to CVSA employees that regularly utilize District vehicles in the course of their employment (regularly is defined by “an average of once per week”), except for employees who are required to comply with Department of Transportation regulations.

B. Notice

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance, and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty. The notice shall state that the only such tests required by the employer are the same as those required by the employer specified in Title 49 of the Code of Federal Regulations, Part 382.

C. Reasonable Suspicion Testing

- (1) A reasonable suspicion test must be based upon specific, contemporaneous, articulable, observations concerning the appearance, behavior, speech, or body odors of the employee or in the event an accident occurs while a classified employee is driving a District vehicle where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs.
- (2) The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one (1) hour training in identifying indicators of probable controlled substance use.
- (3) Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee’s performance of job-related duties.
- (4) Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- (5) Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the employer shall prepare and

maintain on file a statement of the reasons the test was not promptly administered. The employee will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

- (6) A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
- (7) The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
- (8) If requested by the employee, a CVSA representative may be present to ensure that an employee's rights are protected. However, a reasonable suspicion test may not be delayed for more than one (1) hour to accommodate a representation request. Under no circumstances shall the CVSA representative be required to participate in determining if reasonable suspicion exists for further investigation.

D. Post-Accident Testing

- (1) A covered employee shall be required to submit to a post-accident test if he/she was involved in a traffic accident while driving a District vehicle causing property damage or personal injury or receives a citation under state or local law for a moving traffic violation arising from the accident (as defined by the Federal Motor Carrier Regulations).
 - a. Controlled substances test – the covered employee must be tested for controlled substances as soon as possible, but no later than 32 hours after the accident.
 - b. Alcohol test – the covered employee must be tested for alcohol as soon as possible, but no later than 8 hours following the accident.
- (2) The District will provide the covered employee with information on how to comply with post-accident procedures prior to operating a commercial motor vehicle.
- (3) Post-accident breath, urine or blood tests completed by local, state, or federal officials may fulfill the requirements of this article.
- (4) A covered employee who is subject to post-accident testing must remain readily available for such testing or may be deemed by the District as refusing to submit to testing. However, this requirement should not delay necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident of the period necessary to obtain assistance in responding to the accident.

- (5) Pending the results of the testing, the covered employee shall be removed from operating District vehicles and will not be returned to the operation of District vehicles prior to notification of a negative drug and alcohol test.

D. Miscellaneous

- (1) Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. If testing takes place beyond the workday, the employee will be compensated according to Article V, Section 6. The employer will pay for the initial test.
- (2) The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
- (3) Appointed CVSA representatives shall receive the same training provided to supervisors for reasonable suspicion determinations as it is scheduled.
- (4) The parties agree to treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.
- (5) The District respects and acknowledges the right of bargaining unit members to seek and receive CVSA representation for any meeting in which misconduct by the employee is/may be alleged and for which there may be disciplinary action.
- (6) Following the receipt of positive test results, the employer shall not question an employee concerning the use of alcohol and/or controlled substances without first informing the employee of his/her right to have a union representative present throughout the questioning. If the employee then requests union representation, no such questioning shall occur in the absence of the union representative.
- (7) Remedy for Failure to Adhere to Process and Procedure: The process and procedure described herein is intended to balance the privacy rights of unit members with public policy considerations. The parties agree that any District failure to adhere to the process and procedures described herein shall preempt the District from subjecting a unit member to disciplinary action under the terms of this article

ARTICLE XIV: IMPACTS AND EFFECTS OF LAYOFF

1. Re-employment - Employees shall maintain re-employment rights after layoff for 39 months to a like position with equivalent assigned hours. Such employees shall also have re-employment rights to positions with more assigned hours should such positions not be filled through the regular District transfer process.
2. Temporary Employment - All laid off classified employees shall receive first priority for both

substitute and limited term assignments within classification.

3. Notification – Supervisory employees will receive at least forty-five (45) days advance notice prior to layoff.
4. Vacation - Unused vacation at the time of lay off will be paid for by the District.
5. Probationary Employees - Probationary employees will receive the same rights as permanent employees under the terms of this agreement.
6. Seniority Ties - In the event that two or more supervisory employees subject to lay off have the same seniority date within a class, the determination as to whom shall be laid off will be made on the basis of the original hire date as a classified employee in the District, and if that be equal, on the basis of the initial day of paid status as a substitute classified employee in the District, and if that be equal, by lot. In the event an employee is unable to be present for the drawing, the employee may authorize an agent from CVSA to act on their behalf. The selection of employees for lay off by lot shall be conducted by the Classified Personnel Director, or designee, with one CVSA representatives as witnesses.
7. Benefits - Fringe benefits (medical and dental coverage) which the employee was enrolled for during the month prior to layoff will be continued at District expense for three months after layoff.
8. Legal Compliance - With regard to employee layoff, the District will comply with Personnel Commission Rules and Regulations and relevant sections of the Education Code.
 - A. Employees serving in a probationary status in any classification in which positions are to be eliminated shall be laid off prior to any permanent employee.
 - B. When the Governing Board determines that supervisory positions are to be eliminated due to lack of funds or lack of work, supervisory employees shall be subject to layoff. Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus any classes higher on the salary schedule, shall be considered to have the least seniority and, therefore, shall be laid off first (Education Code 45308).
 - C. Seniority for layoff purposes shall be calculated on the basis of "length of service." "Length of service" shall be defined to include the hire date of that employee as a regularly probationary or permanent employee in the classification.

Employee hire date shall not be interpreted to include any service, except service in "restricted" positions, performed prior to entering into a probationary or permanent status in the classified service of the District (see Personnel Commission Rule 30.100.1). Seniority in substitute positions will only be considered in instances of seniority ties as outlined in paragraph 7 of this article.
 - D. A permanent employee whose position has been designated by the Governing Board to be eliminated and who has greater seniority than other employees in the same classification shall be entitled to "bump" the employee who has the least seniority in the following order:

1. Senior employees will bump positions with an equal number of hours to the position being lost.
 2. If no equal position is available, senior employees will bump positions with the greater number of hours closest to the position being lost.
 3. If no greater hourly position is available, senior employees will bump positions with the least number of hours closest to the position being lost.
 4. In instances where the application of the above criteria results in the least senior employee "bumping" into a position with greater hours, then positions of greater hours will be offered to senior employees in order of seniority.
- E. No permanent employee shall be laid off from any position while employees serving in emergency, provisional, limited term, probationary, or substitute status are retained in positions in the same classification.
 - F. A permanent employee whose position has been designated by the Board of Education to be eliminated and who has insufficient seniority within his/her classification to permit "bumping," and/or a permanent employee who has been "bumped" by an employee with greater seniority shall have the right to "bump" less senior employees in a lower rated classification, provided that the employee has satisfactorily completed a probationary period in the lower classification.
 - G. In any layoff situation the classifications within which a permanent employee may exercise "bumping" rights shall be based entirely on the classification titles formally approved with the classification plan adopted by the Personnel Commission at the time of the layoff.
 - H. The District shall provide the Association with a list of employees displaced through a bumping process 72 hours prior to sending final reassignment letters.
9. Waiver - Article XVI: Waiver applies to the impacts and effects of layoff.

ARTICLE XV: NO STRIKE - NO LOCKOUT

During the terms of this Agreement the Cajon Valley Supervisors' Association will not cause, permit, threaten, or participate in any strike, including the refusal to cross any other labor organization's picket lines, walkout, slowdown, boycott, picket, work stoppage, refusal to work, or any other interference with the cooperation of the District. Members of the Association will not support any other labor organization's picket lines.

The Governing Board agrees that it will not lock out supervisory employees, nor will it do anything to prevent continuity of performance by the supervisory employees required in the normal and usual operation of the district.

ARTICLE XVI: WAIVER

The parties agree that this Agreement constitutes the entire contract between them, governing

wages, hours and conditions of employment of the employees in the bargaining unit during the term specified herein, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Board and Association expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading up to the execution of this Agreement.

ARTICLE XVII: REOPENER

There shall be no reopeners during the 2019-2020 and 2020- 2021 school years unless otherwise mutually agreed upon by the parties. No later than April 1 of 2021, Article VI of this contract, plus up to three articles selected by the Association and up to three articles selected by the Governing Board, may be reopened for a negotiated adjustment to the 2021-2022 year of this agreement. Both the Association and the Governing Board may use one of their three reopeners to introduce a new article. At any time, Articles that are mutually agreed upon may be discussed. Negotiations will commence once either party sunshines their initial proposal.

ARTICLE XVIII: DURATION

This contract, and all addendums to this contract, shall remain in full force and effect from ratification through June 30, 2022, subject to re-opener rights as provided in Article XVII of this agreement.

Appendix A - Salary Schedule

750 E. Main St., El Cajon, CA 92020 www.cajonvalley.net

Effective: July 1, 2020 (2%)

STEP	RANGE						
	04	05	06	07	08	09	10
Sub Hrly	26.77	28.37	30.08	31.88	33.80	35.82	37.97
1	4,640	4,918	5,213	5,526	5,858	6,209	6,582
2	4,918	5,213	5,526	5,858	6,209	6,582	6,977
3	5,213	5,526	5,858	6,209	6,582	6,977	7,396
4	5,526	5,858	6,209	6,582	6,977	7,396	7,840
5	5,858	6,209	6,582	6,977	7,396	7,840	8,310
6 to 8	6,209	6,582	6,977	7,396	7,840	8,310	8,809
*9 to 12	6,488	6,878	7,291	7,729	8,193	8,684	9,205
*13 to 16	6,768	7,174	7,605	8,062	8,546	9,058	9,602
*17 to 20	7,047	7,471	7,919	8,395	8,898	9,432	9,998
*21 to 24	7,327	7,767	8,233	8,727	9,251	9,806	10,395
*25 to 36	7,606	8,063	8,547	9,060	9,604	10,180	10,791

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>DUTY DAYS</u>
Child Nutrition Services Supervisor	7	260
Computer/Network Services Supervisor	8	260
Extended Day Program Supervisor	5	260
Family & Community Engagement Program Supervisor	4	260
Fleet Maintenance Supervisor	6	260
Maintenance Supervisor	8	260
Operations Supervisor	7	260
Payroll & Benefits Supervisor	8	260
Personnel Services Supervisor	6	260
Print Shop Supervisor	4	260
Transportation Operations Supervisor	6	260
Warehouse Supervisor	6	260

LONGEVITY SCHEDULE

A four and one-half percent (4.5%) longevity increment will be added on the anniversary date for each employee upon completion of eight (8) years and twelve (12) years of regularly employed

Exhibit 1: CVSA Monthly Co-Premiums and Annual District Contribution
 (Co-Premiums Paid August - June Total 11 Payments Per Year)

1 Health Plan & Tier	2 Full Time 11thly Co-premium	3 Part Time 11thly Co-premium	4 Annual District Contribution
Kaiser 10/20 Plan Individual	\$367.04	\$367.04	\$2,766.51
2-party	\$581.55		\$7,030.90
Family	\$653.57		\$11,734.77
UHC HMO Network 1 Individual	\$504.50	\$504.50	\$2,766.51
2-party	\$840.10		\$7,030.90
Family	\$1,008.11		\$11,734.77
UHC HMO Network 2 Individual	\$763.04	\$763.04	\$2,766.51
2-party	\$1,351.74		\$7,030.90
Family	\$1,729.20		\$11,734.77
UHC HMO Network 3 Individual	\$912.50	\$912.50	\$2,766.51
2-party	\$1,641.92		\$7,030.90
Family	\$2,140.48		\$11,734.77
UHC PPO Individual	\$1,214.68	\$1,214.68	\$2,766.51
2-party	\$2,238.65		\$7,030.90
Family	\$2,963.02		\$11,734.77
UHC Alliance HMO Individual	\$598.32	\$598.32	\$2,766.51
2-party	\$974.28		\$7,030.90
Family	\$1,178.29		\$11,734.77
SIMNSA (Mexico Plan) Individual	\$172.17	\$172.17	\$806.14
2-party	\$193.71		\$2,597.14
Family	\$218.96		\$4,551.46

12/5/17