

***CONTRACT
OF AGREEMENT***

BETWEEN

***THE VENTURA UNIFIED SCHOOL
DISTRICT***

AND

***THE VENTURA CLASSIFIED
EMPLOYEES
ASSOCIATION***

***JULY 1, 2006 - JUNE 30, 2009
(Revised with TA Updates through 11-5-2008)***

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AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

**ARTICLE 1
AGREEMENT**

- 1.1 This Agreement is made and entered into this 5th day of December, 2006.
- 1.2 The Article and provisions herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement") by and between the Governing Board of the Ventura Unified School District (hereinafter referred to as the "District") and the Ventura Classified Employees Association (VCEA), and affiliate of the National Education Association (NEA), (hereinafter referred to as the "Association") an employee organization.
- 1.3 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

**ARTICLE 2
RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative for employees of the District as certified by PERB on June 4, 1985 as described in Appendix A attached hereto and incorporated by reference as part of this Agreement.
- 2.2 All new regular classified positions which are not certificated, management, confidential, or supervisory shall be assigned to the unit. The District has authority to designate positions as management, confidential or supervisory. The District shall notify the Association of the assignment or designation of a position. If requested by the Association in writing within fifteen (15) days of such notification, the District shall meet with Association to discuss such assignment or designation.

Disputed cases shall be submitted to the PERB for review.

**ARTICLE 3
DISTRICT RIGHTS**

- 3.1 Except as agreed in this contract, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

**ARTICLE 4
ASSOCIATION RIGHTS**

- 4.1 All Association business, activities and discussions will be conducted outside the established work hours as defined in Article 11 herein.
- 4.2 The Association has the right to make use of school buildings for Association business under the Civic Center policies provided it makes advance arrangements through the Business Services Office.

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- 4.3 The District agrees to the right of Association access to a unit member at his/her work location during the unit member's meal or rest break or after their normal working hours. Any Association staff members shall, prior to contacting a unit member, make their presence known to the school principal or administrator-in-charge on the site they are visiting.
- 4.4 The Association may make use of designated bulletin boards, mail boxes, and the District mail service subject to the following conditions:
- 4.4.1 All postings on designated bulletin boards, or items for the District mail service must contain date of posting or distribution and identification of the Association together with signed authorization of an Association Officer or Field Representative.
- 4.4.2 A copy of such posting or distribution must be delivered to the Superintendent or his/her designee at the same time as posting or distribution.
- 4.4.3 No posting shall remain longer than needed.
- 4.5 Release time shall be made available for up to five (5) days of paid leave for the Association president and/or his/her designee to conduct local Association business. The Association president may additionally be released up to three (3) full work days per week, based on the President's regular assigned time, with no reduction of pay or other benefits provided the Association pays the cost of any required substitute. Additionally, the Association shall have available to it, for other local, state or national association business, a number of hours of release time not to exceed 0.40% of the total annual hours of regular bargaining unit members. Such hours shall be based on the regular assigned time allocated to bargaining unit members as of July 1 of each year and shall not be cumulative from year to year. Release time in excess of the 0.40% cap under this section shall be available provided the District is reimbursed the full cost of the released unit member by the local, state or national association. Release time for Association business shall be available for the following purposes:
- Workshops, and other training offered by NEA, CTA, or VCEA.
 - Meetings with District management that require an Association representative.
 - State and national conferences or representative assemblies.
- Time off for these purposes shall be coordinated between the unit member and the unit member's immediate supervisor. Written notice must be made to the Superintendent or his/her designee at least five (5) working days in advance of any requested release time for Association activities.
- Release time for the performance of duties by a unit member elected to a state or national association office shall be granted provided the district is reimbursed the full cost of the released employee and such release time shall not be included within the 0.40% cap.
- 4.6 The Association shall have the right to designate up to seven (7) of its unit members, who shall be given reasonable release time, to participate in negotiations. Up to seven (7) unit members may be designated to serve on the Employee-Employer Relations Committee (EERC), to discuss issues of common concern. These unit members will be provided reasonable release time for these activities. It is recognized that the intent of the Employee-Employer Relations Committee is to

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provide an arena for informal discussion of non-negotiable issues and as an opportunity to resolve problems at the lowest possible level.

4.7 District Committee Appointments

4.7.1 Only the Association shall have the authority to appoint unit member representatives to any District committee on which the District has requested unit member representatives, unless the Association fails to make an appointment under the conditions listed below. If the Association does not make an appointment within twenty (20) business days, the appointment will be made by the District. The Association may determine that it does not wish to participate in a specific committee, and will notify the District within twenty (20) business days of its decision. In this instance there shall not be participation by any member of the bargaining unit on the committee. It is also recognized that the time limitations in this article may be waived and/or altered by mutual consent of the District and the Association.

4.7.2 Bargaining unit members shall be appointed to any site based decision making committee pursuant to the guidelines outlined in Article 42 of this agreement.

**ARTICLE 5
UNIT MEMBER RIGHTS**

5.1 Non-Discrimination Clause

The District shall not discriminate against a Unit Member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, or membership or participation in the activities of the Association.

5.2 Personnel Files

5.2.1 There shall be an official personnel file for each member of the unit.

5.2.2 The official personnel file shall be kept in the central Classified Human Resources Office of the District.

5.2.3 All material placed in the unit member's official personnel file shall be signed and dated by the person who prepared the material.

5.2.4 Access to a unit member's official personnel file shall be limited to a 'need to know' basis. Access authorization must be obtained from the Superintendent or the Director of Classified Human Resources. The contents of all official personnel files shall be kept in the strictest confidence. For other than routine personnel office activity relative to personnel files, the Classified Human Resources Office shall keep a log indicating the persons who have examined the official personnel file, as well as the dates such examinations were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.

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- 5.2.5 Materials in the official personnel file shall be made available for inspection by the unit member upon request and with reasonable notice (24 hours, or less if mutually agreeable) to the Classified Human Resources Office.
- 5.2.6 Unit members shall have the right to inspect and obtain a copy of the materials in their official personnel files, upon request and with reasonable notice (24 hours or less if mutually agreeable) to the Classified Human Resources Office.
- 5.2.7 An Association representative may review the unit member's official personnel file with written authorization from the unit member or may accompany the unit member in his/her review of the file. Derogatory materials in excess of two (2) years age shall not be the subject of any adverse action against the unit member.
- 5.2.8 Information of a derogatory nature shall not be entered or filed in a unit member's official personnel file until the unit member has been provided a copy of the material and the opportunity to respond to the material.
- 5.2.9 The unit member shall have the right to enter, and have attached to any material placed in his/her official personnel file, his/her own written comments, by having such written comments delivered to the Classified Human Resources Office.
- 5.2.10 Review of the unit member's official personnel file shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction only if the review is of derogatory material placed in the file. All other review of the official personnel file shall be outside the unit member's scheduled work hours.
- 5.2.11 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the official personnel files of the participants. Official employee transaction records which implement any grievance resolution shall be filed in the official personnel file.
- 5.2.12 Nothing in this article shall prevent or curtail the maintenance of supervisor's files. The purpose of such files shall be for the supervisor's use in preparing employee evaluations and documentation. The same employee rights apply to these supervisors files as apply to the official personnel files.

**ARTICLE 6
ORGANIZATIONAL SECURITY**

- 6.1 Any unit member of the Ventura Classified Employees Association, NEA, who has applied for membership may sign and deliver to the District an assignment authorizing deduction of the unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

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- 6.2 Any unit member who is not a member of the Ventura Classified Employees Association, NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay the Association a representation fee. The representation fee shall, to the extent in conformance with and authorized by law, be an amount equal to full dues paid by members for the appropriate dues category. Representation fees authorized by this Article shall, subject to the provisions by paragraph 6.3 below, be collected through payroll deductions.
- 6.3 The Ventura Classified Employees Association, NEA, agrees to collect, administer and spend representation fee funds in accordance with procedures that are in conformance with law.
- 6.4 a) Any unit member 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 or financially support Ventura Classified Employees Association, NEA; except that such unit member shall pay, in lieu of a representation fee, sums equal to such fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- 1) United Way
 - 2) Cheers for Children
- Such payments shall be made on or before October 31 of each school year.
- The District will accept deduction authorizations for United Way.
- b) Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 6.4(a) above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraphs 6.1 and 6.2 of the Article. Proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom paid, in lieu of the service fee, has been made. Such proof shall be presented on or before October 31 of each school year.
- 6.5 It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above paragraphs beyond actioning any valid and unrevoked payroll deduction authorizations, and, to the extent consistent with law, automatic payroll deduction of representation fees.
- 6.6 With respect to all sums deducted by the District pursuant to paragraphs 6.1 and 6.2 above, whether for membership dues or representation fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deduction has been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 6.7 The Association agrees to furnish to the District any information needed to fulfill the provisions of this Article.

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- 6.8 The Ventura Classified Employees Association, NEA, agrees to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. NEA shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed. Ventura Classified Employees Association, NEA, further agrees to indemnify the District and its officials and employees against any and all damage judgments, and any settlements of such litigation, arising out of this Article 6; except, however, that such indemnification shall not be applicable to litigation instituted by the Association against the District based on the District's unilateral refusal to deduct representation fees.
- 6.9 It is recognized that the Association, as exclusive representative of all unit members, is required to represent all unit members fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement.
- 6.10 In all cases this Article will conform to the teachers' Agreement on organizational security, including any modification which may be made in the teachers' Agreement during the term of the Agreement.

**ARTICLE 7
TOOLS, EQUIPMENT AND SUPPLIES**

- 7.1 No unit member shall be required to provide tools, equipment, and/or supplies for performance of his/her employment duties.
- 7.2 No unit member may utilize his/her own tools or equipment for use in the course of employment without the specific written approval of the appropriate Department Head.
- 7.2.1 If a unit member is given permission to use his/her own tools or equipment the District shall provide the same method of storage as provided for District owned tools and equipment. The District assumes no liability for any loss or damage to such tools or equipment.

**ARTICLE 8
USE OF PERSONAL VEHICLE**

- 8.1 A unit member who uses his/her own vehicle in the performance of his/her job must provide his/her own insurance which will be primary and shall be covered under the District insurance policy as a secondary policy. The District shall pay the deductible for collision up to \$1000 should a unit member suffer damage to his/her vehicle from accident while on District business.
- 8.2 If a unit member uses his/her personal vehicle in the performance of his/her job, and the vehicle is out of service, the District shall either:
- 1) provide transportation for the unit member; or
 - 2) have the unit member perform other duties which do not require the use of a vehicle.

The benefits of this provision are limited to fifteen (15) days per year.

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- 8.3 The District shall make available for a unit member who transports work related items in his/her personal vehicle appropriate materials to guard against damage. In the event that damage occurs to the unit member's vehicle while in the performance of his/her job, the District will reimburse the unit member up to \$1000 to repair such damage.
- 8.4 Any bargaining unit member who is required to use their vehicle in their job shall be reimbursed at the current rate allowable by the IRS.

**ARTICLE 9
PHYSICAL EXAMINATIONS**

- 9.1 The District agrees to provide the full cost of any medical examination ordered by the District as a condition of employment, continued employment, or as a result of a reasonable cause determination of the need for a medical evaluation of job readiness. Such exam shall be performed by a physician named by the District and selected by the unit member from a panel of three provided by the District. In the event a panel of three physicians in a specific medical area is not available within a 100-mile radius of the District Office, the District may provide a list of less than three. The District shall not be obligated to provide a list of physicians for the examinations required by law, such as the tuberculosis test and the bus driver's license examination.

**ARTICLE 10
LIABILITY INSURANCE**

- 10.1 The District will maintain liability insurance in the amount of \$10,000,000 to provide coverage for all unit members when acting within the scope of their employment.

**ARTICLE 11
HOURS**

- 11.1 Workweek: The regular workweek of a unit member shall consist of not more than five (5) consecutive working days.
- 11.2 Workday: The length of the regular workday shall not exceed eight (8) hours and shall be designated by the District for each classified assignment in accordance with the needs of the District and the task being performed. Each unit member shall be assigned a fixed, regular and ascertainable number of hours.
- 11.2.1 On any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay and shall either be in attendance or be on approved leave. Such days which occur after the unit member's first day of work for the school year and before the unit member's last day of work for the school year, shall appear on the unit member's official work year calendar as scheduled working days. An in-service day for the site at which the unit member is working may not be calendared on the unit member's official work year calendar as a non-work, non-paid day.

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11.3 Increase in Hours:

11.3.1 When a class contains permanent positions of varying hours of work per day, week or month, unit members may request transfer into positions within their same class at the higher number of hours through the normal transfer procedure.

11.3.2 When an existing permanent position is assigned an increase in time which increases the position by 30 minutes or less the increase shall be given to the current incumbent.

11.3.3 When an existing permanent position is assigned an increase in time which increases the position by more than 30 minutes, the position shall be declared vacant and put up for transfer. If a unit member is displaced during this process and this displacement results in a decrease in hours, this shall be considered as a layoff as a result of a reduction in hours and the unit member shall have bumping rights as outlined in Article 19.

11.3.4 Unit members who are eligible for transfer and who express an interest in the position being increased in hours shall be interviewed for the position by the appointing authority, who may select a candidate for the position from this group. Unit members who are eligible to request transfer to a vacant position but do not do so shall not be permitted to interview for the position once a proper assignment is made.

11.3.5 The following shall apply to Bargaining Unit members who work in additional Noon Duty assignments:

11.3.5.1 Part-time bargaining unit members will be provided the opportunity to work in extra Noon Duty assignments at the Noon Duty exempt salary rate. Noon Duty assignments of permanent or probationary bargaining unit members shall be made by the Principal at the school where the assignment is located. The Principal shall notify the Classified Human Resources Office of the assignment. In no instance shall the Noon Duty hours when combined with the bargaining unit member's regularly scheduled hours per day exceed a total of 8 hours per day.

11.3.5.2 Noon Duty assignments are considered as "exempt" assignments and are not part of the classified service. However, when a permanent or probationary bargaining unit member also works in a Noon Duty assignment, the time worked in the Noon Duty assignment shall be added to the unit member's regularly assigned hours for purposes of computing eligibility for benefits per Education Code Section 45103 (b) (4) 20.5.3

11.3.5.3 An assignment of a regular Classified employee to a Noon Duty assignment shall be considered as an "at will" assignment and may be discontinued at any time .

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11.3.5.4 Noon Duty assignments shall not be subject to the provisions of Article 19 (Layoff) or Article 37 (Grievance) and shall not be subject to the posting and transfer procedures outlined in this Contract.

11.3.5.5 Noon Duty assignments shall not be considered as permanent assignments and bargaining unit members shall not earn permanent status in a Noon Duty assignment.

11.4 Lunch Periods: All unit members working in an assignment of at least five hours per day shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes scheduled at or near the midpoint of each work shift or as near a normal meal time as possible. Lunch periods shall be unpaid time.

11.5 Rest Periods: All unit members who work an assigned shift of at least four (4) hours shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hour work period. The time for the break shall be mutually agreed upon between the unit members and their supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule. Examples include but are not limited to: (1) evening or special shifts of eight (8) hours will have a total of thirty (30) minutes to be used to the best advantage as mutually agreed between unit members and their supervisors; (2) Bus Drivers may not interrupt a loaded bus run unless it is a rest stop for the passengers too. Rest periods shall be considered time worked for pay purposes.

The District shall make available at each work site lunchroom and restroom facilities for staff use.

11.6 Special Time Off:

11.6.1 Voting - If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the District shall allow sufficient time up to two (2) full hours for such voting by the unit member without loss of pay. The unit member shall notify his/her supervisor two (2) working days in advance of the need. The two shall agree whether to take the time at the beginning or end of the shift.

11.6.2 Association General Meetings: Unit members whose normal working hours fall during Association general membership meetings shall be allowed, upon at least 24 hours advance arrangement with their supervisors, to leave their jobs and attend the meeting unless a special activity at the work site cannot be covered. These unit members shall sign an attendance roster at the meeting and shall be responsible for making up the time taken off to attend the meeting.

**ARTICLE 12
OVERTIME/COMPENSATORY TIME OFF**

12.1 Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek.

12.1.1 A unit member who works authorized overtime shall be paid at a rate equal to 1-1/2 times his/her regular rate of pay for the overtime worked. Shift and special

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assignment differentials shall be included in determining the unit member's regular rate of pay.

12.1.2 Extra driving time for bus drivers shall be subject to provisions in Article 13.

12.2 The District shall have the right to implement a "4-10" or "9-80" workweek. Prior to implementing such a decision, the District shall notify the Association of its intention and upon request, negotiate with the Association regarding such decision.

12.2.1 If a "4-10" plan is implemented, overtime will be paid for:

- a) all hours worked in excess of 10 hours per day.
- b) all hours worked on the fifth, sixth and seventh days, except that a unit member working an average workday of five hours or less during a workweek shall receive overtime for any work required to be performed on the sixth or seventh day following the commencement of the unit member's workweek.

12.2.2 If a "9-80" plan is implemented (that is a plan in which an employee works a total of 80 hours in a 9 day period by working 8 days at 9 hours per day and 1 day at 8 hours per day over two 5-days-per-week periods) overtime will be paid for:

- a) all hours worked in excess of the scheduled 9 hours during the 8 days of the period or of the scheduled 8 hours on the 1 day of the period.
- b) all hours worked in excess of 80 hours during the two week period.

12.3 Offering Overtime: Overtime shall be offered to unit members within a department who have filed a notice of availability for overtime in the following order:

12.3.1 to unit members within the classification in which the overtime is needed;

12.3.2 to unit members whose classifications include similar or related duties to those of the classification in which the overtime is needed;

12.3.3 to unit members who are determined by the Supervisor offering the overtime to have the skills required to do the necessary work.

If the overtime work requires the specific skills of a particular classification and no unit member in the classification accepts the overtime, it shall be assigned to the least senior unit member within the classification. If the work does not require the level of skill associated with the specific classification and no one accepts the offered overtime, it shall be assigned to the least senior unit member who has the required skill level to perform the job.

12.4 Overtime Scheduling: Overtime will be offered on a rotating basis to those unit members within a department who have filed a notice of availability for overtime, with the intent being to equalize, as much as possible, the distribution of overtime within the classification.

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- 12.4.1 On July 1 each year the Facilities Services Department shall post a list of names of trades and grounds unit members. The names shall be listed in descending order by date of hire. Each unit member shall initial his/her name to indicate willingness to accept overtime within classification.
- The Department shall offer overtime work to persons on the list who have indicated willingness to do overtime. The Department will proceed through the list in descending order. Acceptance or refusal of a given job shall be counted as an offer. This list shall contain scheduled hours refused and hours worked. This list shall be posted in an open and common area.
- The list shall be updated by the 20th of each month for posting. The updated list shall show hours worked or refused and shall include the accumulated hours worked or refused for each unit member. Also, the updated copy will be sent to VCEA.
- 12.4.2 If a unit member refuses an overtime offer, she/he will be charged as having refused an offer of overtime and the next senior member shall be offered the overtime work. A list shall be kept by the Department charging overtime to the employee. Only scheduled overtime within the employee's classification shall be considered for the purpose of maintaining this list. Only unit members who have filed a notice of availability shall be placed on this list.
- 12.4.3 Extra hours required for preparation and/or clean up for high school stadium events shall be assigned on a rotational basis to unit members of the Grounds Department who have filed a notice of eligibility. It is understood that this will include the classifications of Grounds Maintenance Worker I, Grounds Maintenance Worker II, Lead Grounds Maintenance Worker, Grounds Equipment Operator and Sprinkler Systems Technician.
- 12.5 Compensatory Time Off (CTO): Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work up to an annual total of 40 regular hours (60 CTO hours at time and one-half); any overtime above the 40 hours (60 hours at time and one-half) may be granted as CTO only with the written approval of the supervisor. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime is worked. Compensatory time off in lieu of cash payment for overtime shall be granted at the rate of time and one-half, while compensatory time off which does not result from overtime shall be paid at the unit member's regular rate. Scheduling of the particular time to be taken off as compensatory time off shall be subject to mutual agreement between the unit member and the supervisor. Supervisors may not unreasonably or arbitrarily prevent a unit member from taking compensatory time. Compensatory time off may be accumulated up to an annual total of 160 regular hours (240 CTO hours at time and one-half) and must be officially recorded in the District's Payroll Office. All CTO hours that have not been used by June 30 of any year shall be paid to the unit member in the form of a cash payment.

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**ARTICLE 13
TRANSPORTATION**

- 13.1 As a result of the unique characteristics of the Transportation department, the following provisions have been developed and apply only to the Transportation department unit members. This article is not intended to preclude application of the remaining articles of the agreement to Transportation department unit members.
- 13.2 Assignment and Regular Hours:
- 13.2.1 The District shall post for bid all bus routes on an annual basis. The routes shall be posted for review on or about August 1 of each year. Drivers who are not awarded or who choose not to bid on the year-round routes shall bid on the traditional school year routes on a day during the week preceding the annual orientation day, prior to the start of the traditional school year. All routes will be awarded based on seniority, to drivers who are state certified to operate the bus assigned to the route.
- 13.2.2 Seniority for the purposes of this Article shall be the unit member's date of hire as a Bus Driver, adjusted for any period in non-paid status. Ties in seniority shall be broken through a lottery held at the beginning of each fiscal year, prior to the bidding for routes for the new school year.
- 13.2.3 After the initial bidding process, any change which occurs during the year and which increases a bus route by less than 30 minutes shall be made without further bidding of the route.
- 13.2.4 After the initial bidding process, if a change occurs in a bus route of 30 minutes or more the route will be rendered vacant and shall be put up for bid and awarded, based on seniority, to the Bus Driver who has submitted a bid for the route before the bidding deadline. If a Bus Driver is displaced during this process he/she shall continue to bid on resultant openings until he/she is placed. If a Bus Driver is displaced through this process and this displacement results in a decrease in hours, this shall be considered as a layoff as a result of a reduction in hours and the Bus Driver shall have bumping rights as outlined in this contract and as modified in 13.2.5.
- 13.2.5 Bumping rights for Bus Drivers shall be modified to include the fact that a Bus Driver may only bump within a category in which he/she is qualified (i.e. a Bus Driver who is only qualified to drive a conventional vehicle may not bump into a position which requires that he/she drive a transit vehicle).
- 13.2.6 If the Bus Driver does not have an option to bump a less senior Bus Driver in his/her category, the displaced Bus Driver must become certified as qualified to drive the type of vehicle which is assigned to the vacant route within 30 days.
- 13.3 Transportation Field Trip and Extra Hours Assignments
- 13.3.1 The Transportation department supervisor shall maintain an ongoing roster of Bus Drivers who have volunteered to drive on field trips and will maintain and post a summation of the accumulated field trip hours of each driver on a weekly basis.

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The list will reflect total paid extra hours as a result of field trips. Overtime hours will be listed at 1½ hours for every hour worked. The listing shall be posted on Monday for all hours turned in to the department through the previous Friday at closing.

- 13.3.2 In the assignment of field trip extra hours the following conditions shall apply:
- 13.3.2.1 All Bus Drivers are eligible consistent with the provisions of their California Special Driver Certificate and the notification to the department that they are volunteering to drive for field trips.
 - 13.3.2.2 Trips shall be assigned to the eligible driver having the least chargeable field trip hours on the roster. It is the intent of this article that all Bus Drivers who have volunteered for field trips be kept, as nearly as possible, equal in field trip extra hours. Therefore, trips shall be assigned to the eligible Bus Driver having the least chargeable field trip hours on the roster.
 - 13.3.2.3 Whenever possible field trips will be assigned forty-eight (48) hours prior to the scheduled departure time of the trip. In the event the supervisor of the Transportation department is unable to provide at least forty-eight (48) hours advance notice to the eligible Bus Driver, refusal to take the trip will not cause the hours to be charged to the refusing driver. If the driver cancels a properly assigned field trip within forty-eight (48) hours of the trip, the driver will be charged for the trip on the eligibility roster.
 - 13.3.2.4 Refusal of a properly assigned field trip, for any reason, shall result in the charging of the trip on the eligibility roster to both the refusing Bus Driver and the actual Bus Driver.
 - 13.3.2.5 For field trips scheduled during the Winter and Spring recess periods if the driver cancels a properly assigned field trip within five (5) days of the trip, the driver will be charged for the trip on the eligibility roster.
- 13.3.3 Charter buses may be used under any of the following conditions:
- 1) Adult trips.
 - 2) For trips where the final destination of the trip is outside of Ventura, Los Angeles, Orange, Santa Barbara or Kern Counties.
 - 3) When it is the determination of the Director of Transportation that district buses are not capable of handling the equipment and baggage needs of the group requesting transportation services, he/she may authorize the use of buses from a charter service. It is understood that this is to be a rare exception to the rule and it is the intent of the District to utilize District buses to the greatest extent possible.

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- 4) District shall notify the Association of its intent to contract out charter buses prior to awarding the contract.

13.4 The Transportation Department supervisor shall maintain and post a summation of the accumulated non-field trip extra hours of each driver on a monthly basis. This list will reflect total paid extra hours. Overtime hours will be listed at 1½ hours for every hour worked. The listing shall be posted on the 5th working day, at the beginning of the month, for all hours turned in top the department through the previous month.

Whenever other extra hours are available, such extra hours shall be offered to a Bus Driver in a regular (permanent or probationary) assignment before the extra hours are offered to an on-call/limited-term Bus Driver.

13.5 If Bus Drivers of Special Education Routes (Van vehicles) are to participate in the rotation of field trips (extra hours) in Transit design buses, those drivers must maintain at least a minimum familiarity with Transit buses for safety purposes. Drivers in this category will insure familiarity is maintained by acquiring not less than 30 minutes of driving time within any 30 calendar day period, or be subject to removal from the Transit Bus Field Trip rotation list.

13.6 When Transportation Services needs to upgrade additional drivers the training will be offered to interested employees by the District at no cost to the employees.

13.7 Whenever buses are in service the District shall designate an employee to receive calls regarding equipment breakdown. Employees on-call during weekends and/or holidays shall be compensated for 4 hours at their regular rate of pay. If the employees are required to go to work they shall be compensated at time and one half.

13.8 Drug and Alcohol Testing

13.8.1 All unit members whose jobs require the possession of a Commercial Drivers license shall be subject to periodic, random and reasonable suspicion drug and alcohol testing as proscribed by the Omnibus Transportation Employee Testing Act of 1991. The Ventura Unified School District agrees that such testing shall be in accordance and comply with the requirements, standards and procedures required by the Act (49 CFR Part 40, subparts A, B, C, §§40.1-83) and with established Board policy.

13.8.1.1 The District may, for the purpose of implementing drug and alcohol testing pursuant to this section, enter into a consortium which uses the services of an outside contractor or program administrator, provided the consortium, its contractor(s) or program administrator meet all requirements as set forth in 49 CFR Part 40, subparts A, B, and C.

13.8.2 The District shall provide all unit members subject to the drug and alcohol testing procedures of this Article with annual in-service training on its drug and alcohol policies and procedures, the standards of conduct expected by the District relative to alcohol and drug use, the consequences of testing positive, and testing triggers and procedures, including a unit member's right to representation.

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- 13.8.2.1 In conjunction with the annual training, the District must provide unit members with written information regarding its alcohol and drug testing policies and procedures.
- 13.8.2.2 The District will provide the Association with notice of and make available to one (1) representative of the Association any training provided to its supervisors regarding the symptoms of alcohol misuse and controlled substance use for purposes of reasonable suspicion testing and any other drug and alcohol test training. Said training will be provided without cost to the Association or its designated representative. The Association will be solely responsible for the designation of the representative participating in the training.
- 13.8.3 Permanent unit members whose drug and alcohol tests produce confirmed positive results shall be subject to the following consequences:
 - 13.8.3.1 For the first confirmed positive drug test and the first confirmed positive alcohol test where the blood alcohol level is .04 or greater, the unit member shall be removed immediately from his/her job and may be required to attend a substance abuse program as prescribed by the Substance Abuse Professional (S.A.P.). The identity of the program shall be determined by the S.A.P. who is counseling the unit member pursuant to the requirements of the Act. All expenses related to the substance abuse program shall be paid for by the unit member to the extent not otherwise covered by any insurance provisions covering the unit member.
 - 13.8.3.2 A first confirmed positive drug or alcohol test shall result in a mandatory ten (10) working day suspension without pay. Any days beyond that ten (10) day period that the unit member is restricted from returning to work may be covered by any sick leave or vacation time available to the unit member.
 - 13.8.3.3 For a first confirmed positive test, a permanent unit member whose alcohol test produces blood alcohol levels greater than .02 but less than .04 shall be immediately removed from his/her job and placed on a mandatory 10-working day suspension without pay and shall have placed in his/her permanent personnel file a letter of reprimand.
 - 13.8.3.4 No unit member shall be allowed to return to work after a confirmed positive drug or alcohol test result unless and until a return to work drug or alcohol test yields a negative result.
 - 13.8.3.5 For the second confirmed drug or alcohol test result the District shall dismiss the unit member.
 - 13.8.3.6 A probationary unit member whose alcohol test produces blood alcohol levels greater than .02 or whose drug test is certified by

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the Medical Review Officer (MRO) as positive shall be terminated during his/her probationary period.

13.8.3.7 A unit member who refuses to submit to a drug or alcohol test (defined as failure to provide adequate breath for testing without a valid medical explanation; failure to provide adequate urine for controlled substances testing without a valid medical explanation; or engaging in conduct that clearly obstructs the testing process) shall be subject to dismissal.

13.8.3.8 A permanent unit member who has been drug or alcohol tested as a result of reasonable suspicion shall immediately be placed on paid leave and shall continue in paid status until the MRO certifies the test as either negative or positive. Any compensation due the unit member for the period of leave shall be held pending the certification of the MRO. Upon a negative certification, the unit member who has had a check or portion thereof withheld on a regular payday as a result of this article shall have compensation for the period of leave paid to him/her at the earliest possible time, but not later than five regular work days. Upon a positive certification, the unit member shall forfeit any compensation for the first ten (10) days of the period of leave and may use any available sick leave or vacation time for the remainder of the period of leave and, if this is a second confirmed positive test, shall be terminated.

13.8.3.9 Unit members disciplined under the provisions of this article shall be deemed to have been so disciplined for endangering the health and safety of students, themselves and/or other employees and not subject to the progressive discipline process, but shall retain all due process rights.

13.8.4 The Association and the District mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the unit member to disciplinary action to which the unit member is entitled to representation.

13.8.4.1 Recognizing the unit members' right to privacy as well as the right to representation, the District agrees to provide the Association's representative release time on the day of scheduled testing in order to be available to any unit member who is being tested and who requests the Association's assistance.

13.8.4.1.1 This representative shall be the individual trained as per section 13.8.2.2 above.

13.8.4.2 The District agrees to provide the Medical Review Officer (M.R.O.) the name of the Association representative to provide to any unit member whose test results are positive, along with a written statement of the unit member's right to representation. It is the choice of the unit member and his/her responsibility to contact the Association representative.

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- 13.8.5 All time spent by the Association representative attending the testing of unit members, in meetings/conferences conducted by the MRO, the District or any of its agents shall be considered working time and paid in accordance with the provisions of this contract.
- 13.8.6 This amendment to the agreement shall be effective upon signing by the Association and the District.
- 13.9 Extended year assignments shall be posted and bid on by seniority, and once awarded shall not be rebid for the duration of the extended year session.
- 13.10 Qualified Bus Drivers who drive a standard transmission for their regular assignment shall receive a stipend of 2.9%.
- 13.11 Bus Drivers may hold more than one position within the District provided the daily schedule of the second position does not conflict with the Bus Driver's daily schedule. If a bus driver holds another job within the district, on days when student conferences cause a conflict with the driver's regular route, the driver will be released from the second job for those conference days.

**ARTICLE 14
FRINGE BENEFITS OF PART-TIME UNIT MEMBERS**

- 14.1 Fringe benefits for part-time unit members shall be prorated according to Education Code Section 45136 as follows:

Section 45136. Benefits of probationary and permanent part-time classified employees.

All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the classified service of the district or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year.

Except for prorating benefits for part-time employees as herein authorized, the governing board shall provide at least the same benefits for all regular employees in the classified service as it provides for the majority of such employees.

Nothing in this section shall be construed to prohibit the granting of additional benefits for some employees in recognition of nature of work, level of classification, or length of service.

This section shall not apply to employees properly designated as substitute, short-term, or limited-term employees, as defined in Sections 45103 and 45286 of this code, unless such employees are specifically included by a governing board, or by a personnel commission for those districts included under the provisions of Article 6 (commencing with Section 45240) of this chapter.

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This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

This section shall not apply to those benefits authorized under the provisions of Article 1 (commencing with Section 53200) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code. (Stats.1976, c.1010, Section 2, operative April 30, 1977.)

**ARTICLE 15
SHIFT DIFFERENTIAL**

- 15.1 Any unit member who works 50% or more of their regular shift after 5:00 p.m. shall be paid a shift differential premium of 2.9% of their base salary.

**ARTICLE 16
CONTRACTING OUT**

- 16.1 Work Preservation: There shall be no subcontracting or transferring out of the bargaining unit work which has been or could be traditionally or customarily performed by unit members except for major projects and/or emergencies.
- 16.2 Notice to Association: When the District proposes to subcontract or transfer bargaining unit work out, the district shall notify the Association at least 10 days prior to the desired date of the proposed subcontracting or transferring out.
- 16.3 Grievance: In the event the Association deems a violation of this article has taken place any grievance filed shall be accorded priority status for filing at Level III of the Grievance procedure. If the issue goes to binding arbitration, the District and Association will ask for expedited arbitration.

**ARTICLE 17
UNSCHEDULED CALL TO WORK**

- 17.1 Minimum Call In Time: Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at his/her hourly rate as contained in the Agreement.
- 17.2 Call Back Time: Any unit member called back to work after having completed his/her regular shift for the day shall be compensated for at least two (2) hours. The two (2) hour provision does not apply to extensions of shifts prior to departure of the unit member. If the total hours worked for the day exceed eight (8) hours, the extra hours worked shall be considered as overtime and paid at time and one-half.
- 17.3 When such call-back time has been scheduled in advance, a unit member called back to work shall be assigned duties within his/her classification for the two hours for which he/she is being paid.
- 17.4 Minimum Compensation for On-Call Designation: Whenever a unit member is designated as the primary on-call employee he/she shall receive the equivalent of a minimum of 2 hours of pay at his or her regular rate of pay. If the unit member does not receive a call, the compensation shall

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be paid as a stipend for that day. If the unit member does receive a call, compensation shall be according to section 17.2. The intent of this article is to provide a minimum of the equivalent of 2 hours of pay at the unit member's regular rate for any day he or she is designated as the primary on-call employee. Any overtime earned or refused by a unit member resulting from being the primary on-call person, or another employee being called into work by the District in any on-call emergency situation, shall not be considered as overtime earned or refused, as per article and section 12.4/12.4.2.

**ARTICLE 18
WORKING OUT OF CLASSIFICATION**

- 18.1 A unit member who is assigned duties not a part of his/her classification and which are of a higher level of responsibility for a period of at least two (2) hours will have his/her salary adjusted as follows:
- 18.1.1 To the first step of the salary range of the higher classification which provides the unit member with at least a 5.7% increase for the entire period he/she is required to work out of classification, provided the assignment exceeds five (5) working days within a fifteen (15) calendar day period. A unit member may receive less than a 5.7% increase if the top step of the higher classification's salary range is less than 5.7% above the unit member's regular salary. In that instance the unit member shall be placed at the top step and shall not be entitled to further compensation.
 - 18.1.2 If the assignment is five (5) days or less within a fifteen (15) calendar day period the unit member shall be compensated at a salary rate which is at least 5.7% above his/her current regular rate but in no case higher than the top step of the salary range of the higher classification. A unit member may receive less than a 5.7% increase if the top step of the higher classification's salary range is less than 5.7% above the unit member's regular salary. In that instance the unit member shall be placed at the top step and shall not be entitled to further compensation.
 - 18.1.3 "Regular rate of pay" for purposes of this section shall refer to the salary range and step of the unit member exclusive of any differentials applied to that rate. Any differentials will be applied to the out of class rate of pay in the same manner as they are applied to the regular rate of pay.
 - 18.1.4 Selection of employees for out of classification assignments shall be based on the skills of the employee to perform the duties of the higher level position as determined by the supervisor. When there are more than three bargaining unit members who have the requisite skills for the job and who have expressed an interest in the assignment, the assignment shall be made from the three most senior bargaining unit members.

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**ARTICLE 19
LAYOFF, REEMPLOYMENT, AND EFFECTS RELATED THERETO**

19.1 Layoff

19.1.1 Definition: Layoff as used herein shall refer to reduction in assigned time or work year, and separations due to, a) reclassification of position(s), b) elimination of position(s)/class(es), or c) reorganization of services.

Prior to reduction in hours or work year, the parties shall meet to negotiate alternatives to the District's decision to reduce hours or work year.

19.1.2 Reason for Layoff: Layoff shall occur for lack of work or lack of funds as determined by the District, or any additional reason designated by the Legislature.

19.1.3 Notice of Layoff: Any layoff shall take place upon forty-five (45) days written notice except as otherwise provided by the Education Code.

Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated by layoff, and reemployment rights.

19.1.4 Negotiation:

19.1.4.1 Following notice of layoff as provided herein above, the Association and the District shall meet to review the layoffs and to determine the order of layoff within the provisions of the Agreement and Education Code.

19.1.4.2 The District shall supply the Association with a seniority list, a layoff list and a statement of the bumping rights of the unit members on the list.

19.1.4.3 The District agrees to consult concerning the redistribution of workload.

19.1.5 Order of Layoff: Whenever a unit member is laid off, the order of layoff within the class shall be determined by seniority in the class and higher classes; the unit member who has been employed the shortest time in the class plus higher classes shall be laid off first.

Seniority shall be based on the date of hire in the classification and shall include time in any higher classification.

Ties in seniority shall be determined by lot.

19.1.6 Equal Seniority: If two or more unit members subject to layoff have equal class seniority, the layoff determination shall be made by lot.

19.1.7 Voluntary Demotions: Unit members who wish voluntary demotions in lieu of layoff to classes not previously held may be voluntarily demoted to vacant positions for

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which they qualify, consistent with the provisions of this Agreement and with the approval of the Director of Classified Human Resources acting for the Personnel Commission regarding the relatedness of the classifications.

19.1.8 Bumping Rights:

19.1.8.1 A unit member laid off from his/her present class may bump into a position in the same class if they hold more seniority than another unit member in the same class. The unit member's placement shall be determined by bumping:

- a) The least senior unit member with the same number of hours per day.
- b) The least senior unit member with the next existing greater number of hours per day.
- c) The least senior unit member with the next existing fewer number of hours per day.
- d) The least senior unit member with the same number of days per year.
- e) The least senior unit member with the next existing greater number of days per year.
- f) The least senior unit member with the next existing fewer number of days per year.

The unit member shall be placed in the first position for which they qualify in the a,b,c,d,e,f sequence above.

19.1.8.2 If no such positions exist, the unit member may, in lieu of layoff, bump into the next lower class in which the unit member has previously served and in which the laid off unit member has greater seniority.

19.2 Reemployment

19.2.1 Order of Reemployment: Reemployment shall be in the reverse order of layoff.

19.2.2 Replacement: When there is an existing layoff reemployment list, any existent classified bargaining unit positions that were eliminated due to lack of funds or lack of work shall not subsequently be filled by limited term or provisional employees, volunteers, or work experience students. When the duties assigned to an eliminated position must reasonably be reassigned to another unit member, the Supervisor shall meet with the unit member to discuss the changes to his/her assigned duties and set priorities to ensure that the workload assigned can reasonably be accomplished within the unit member's assigned schedule.

19.2.3 Filling Vacancies: When there has been a layoff, and a layoff reemployment list exists, vacancies within the class or classes from which the layoffs occurred shall be filled in the following order: 1) transfer; 2) layoff reemployment list; 3) employment eligibility lists.

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It is the intent of the parties that unit members shall not have their work year increased in a manner that circumvents this Article. It is understood, however, that legitimate overtime and/or emergency needs may be met without regard to Section 19.2.2.

- 19.2.4 Reemployment Rights: Reemployment rights will be handled according to Education Code Section 45298 which is included for reference as Appendix C and Personnel Commission rule.
- 19.2.5 Notification of Reemployment: A unit member who is laid off and is subsequently eligible for reemployment shall be notified by certified mail by the District.
- 19.2.6 Unit Member Notification to the District: A unit member shall notify the District by telephone or in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice. Failure by the unit member to tender the notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of the employment by said unit member. The laid-off unit member will relinquish his/her position on the list and will be considered to have voluntarily resigned after declining two offers of employment in the same classification, at the same number of hours per day and days per year as the assignment of the unit member prior to the lay off.
- 19.2.7 Reinstatement after Resignation: Reinstatement of a unit member after resignation per 19.2.6 above will be handled according to Education Code Section 45309 which is included for reference as Appendix D and applicable Personnel Commission rule.
- 19.2.8 Work as Substitute: Unit members who are laid off shall be permitted to serve in classifications from which they were laid off as limited term/substitute employees in the absence of a qualified incumbent, provided the laid off unit member notifies the District of his/her desire to be placed on a substitute list.
- 19.3 Effects
- 19.3.1 Any unit member who the Association and the District agree has been improperly laid off shall be reemployed upon such determination of the error and shall be reimbursed for all loss of salary and benefits retroactive to the effective date of the original layoff action.
- 19.3.2 Health and Welfare Benefits: For layoffs and reductions in assigned time of unit members, the District shall continue the health benefit package existing on the effective date of layoff for the remainder of the month in which layoff occurs, plus the month following the month in which the layoff occurs.
- 19.3.3 Waiver: Except as provided herein, the District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter related to layoff actions, and effects related thereto, during the terms of the current agreement, when such subject or matter may not have been within the knowledge or

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contemplation of either or both the parties at the time they negotiated the current agreement.

- 19.3.4 Grievability: The District and the Association agree that alleged violations of 19.1.1 and 19.1.2 above shall not be subject to Article 37, Grievance. It is understood that the Association has the right to grieve the procedure for notification and processing of layoffs but that Management has the right to identify the need for layoff and the reasons for layoff and these items are not grievable.

**ARTICLE 20
TOTAL COMPENSATION**

20.1 Salaries

20.1.1 The District shall maintain the 2007-2008 salary schedule.

20.1.2 The District contribution for the cost of health and welfare benefits shall be set at the Gold Coast Trust rate for the 2008-09 school year. Any future change to the District contribution for health and welfare benefits must be agreed upon by each party. (There will be no employee contribution to health and welfare benefits for the 2008-09 school year for full time employees). Part-time employees will pay their pro-rata share of the benefits cost per the contract effective July 1, 2008.

20.1.3 Effective December 1, 2008, the District may offer unit members the opportunity to participate in a retirement incentive program. The program would allow for the unit member, who at the time of retirement was participating in the District's Health and Welfare program, the opportunity to retire from the District and continue to work as a temporary employee in their existing position for up to a maximum of 960 hours or 6 months. Participating Bargaining Unit Members will be paid in accordance with the existing Personnel Commission Rules and Regulations regarding the employment of PERS retirees. The employee's last rate of pay shall not include longevity, night shift, professional growth or any other differential pay. A participating Bargaining Unit Member would continue to receive District paid Health and Welfare benefits for up to a maximum of 6 months from the date of retirement, at the same level as at the time of retirement, provided he/she continues to maintain eligibility for those benefits.

After completion of the temporary assignment, the District will fill the vacancy in accordance with Article 34.

20.2 Health and Welfare Benefits Eligibility:

20.2.1 Unit members shall receive health and welfare benefits based on the following prorating of eligibility for the fringe benefit package:

Benefit schedule for regular, permanent unit members:

20.2.1.1 20.00 hours a week to 29.99 hours a week, the district will pay

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50% of the highest level of benefits.

20.2.1.2 30.00 hours a week to 39.99 hours a week, the district will pay 75% of the highest level of benefits.

20.2.1.3 40.00 hours a week, the district will pay 100% of the highest level of benefits.

20.2.1.4 Unit members who work less than 4.00 hours per day will not receive any district paid health and welfare benefits.

Flexible Scheduling:

20.2.1.5 The district will assign hours on an average-a-day basis. For example, the district will assign 4.00 hours a day for a 20.00 hours a week unit member.

20.2.1.6 If the unit member and supervisor mutually agree, the 20.00 hours may be distributed in flexible pattern. For example, the 20.00 hours could be assigned as 5.00 hours a day for two days, 6.00 hours a day for one day, and 4.00 hours a day for one day.

20.2.1.7 Once the unit member and supervisor agree to a particular schedule, that schedule shall remain in force for the remainder of the year unless the unit member and supervisor mutually agree to change the schedule.

20.2.1.8 Except in case of a layoff situation, the total weekly hours will not be reduced for the school year.

20.2.2 Unit members will be grandfathered for health and welfare benefits eligibility at the level consistent with the contract under which they were hired. For example: a unit member hired prior to March 1, 1992 and who has a regular, permanent assignment of 4.00-5.99 hours per day will continue eligibility at the level of 67% of the District paid level for full time employees and a unit member with regular, permanent assignment(s) of 6.0 or more hours per day will continue eligibility at 100% of the district paid level for full time assignments.

20.2.3 When a unit member makes a change in hours, the eligibility levels in section 20.2.1 will apply, unless an increase in hours would result in a decrease in benefits eligibility (i.e., a unit member working 6.0 hours per day and receiving benefits at the 100% level who moves to a 7.0 hour position would not drop in benefits eligibility from 100% to 75%, but would remain at the 100% level). Examples include: a unit member hired prior to March 1, 1992, and who has regular, permanent assignment(s) totaling 4.0 hours will continue to receive benefits at the 67% level, but if that same unit member moves into a regular, permanent assignment at 6.0 hours, on or after March 1, 1992, that unit member will be eligible for benefits at the 75% level, not the 100% level.

20.2.4 Positions identified as "limited term" do not accrue benefits. For example, a unit

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member who is currently assigned to a regular, permanent 3.0 hour position who also is working in a limited term 3.0 hour position, does not qualify for a benefit level assigned to an employee with 6 hours. Benefit eligibility is determined by the total number of hours an employee works in (a) regular, permanent assignment(s).

20.2.5 The one exception to the above general guidelines for determining levels of benefits coverage will be the Bus Drivers in the Transportation Department. As Bus Drivers are required to re-bid for routes on a yearly basis, if a Bus Driver is put into a position where he/she would be required, under the seniority bidding system, to accept a bus route which is less hours than would be needed to maintain the Bus Drivers' existing benefits level, then the Bus Driver would not be reduced in benefits level. However, if the Bus Driver would have been able to be assigned to a route, based on his/her seniority, at or above the minimum number of hours required to maintain his/her existing benefits level and chose to bid on a route with fewer hours, it will be considered as a voluntary reduction in hours and the Bus Driver's benefits level will be reduced accordingly.

20.2.6 For purposes of this Article, a position is to be defined as a specific, individual assignment with a specific number of assigned hours per day and days per year and identified in the Classified Human Resources Position Control system with a unique position number. For example, the District may determine that a full day special education class needs to be covered by 5.5 hours of Paraeducator time, but may choose to define that time into two separate positions, for example, one at 3.0 hours per day and one at 2.5 hours per day. Under this circumstance, the 5.5 hours of assigned time would be considered as two separate positions and not one 5.5 hour position.

20.2.7 The District shall maintain the right to establish or revise the number of hours for positions as it feels is appropriate and this may be below the threshold for benefits coverage.

20.3 Health and Welfare Benefits for Retired Employees

20.3.1 Unit members who, as of June 30, 1993, were eligible under the 1992-95 contract to receive deferred compensation payments after retirement and who retire from the Ventura Unified School District under PERS will receive deferred compensation at \$1,500 for each year of service, plus one, not to exceed 30 years based upon the unit member's years of service and their benefits level as of June 30, 1993.

The deferred compensation amount will be paid annually over a 5-year period, according to Appendix F, upon the unit member's retirement from the Ventura Unified School District. Any unpaid installments of the deferred compensation plan shall be paid to the unit member's beneficiary in the event of the death of the unit member.

20.3.2 Eligible unit members are unit members who qualified for benefits as of June 30, 1993. Disability retirement under PERS, after at least five (5) years service credit in the District, will be treated as regular service retirement.

20.4 The District will implement an IRS Section 125 plan for bargaining unit members.

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**ARTICLE 21
TAX SHELTER ANNUITIES**

21.1 Unit members will be allowed to participate in tax shelter annuity plans as provided for by law.

**ARTICLE 22
HOLIDAYS**

22.1 Unit members shall be entitled to the paid holidays as listed below provided they are in paid status during the working day immediately preceding or succeeding the holiday.

Independence Day
Labor Day
Veteran's Day
Thanksgiving and day after
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Spring Vacation Day
Memorial Day
December 26 (Board Holiday)

22.2 Unit members who are not normally assigned to duty during the holidays of Christmas Eve, Christmas, December 26, New Year's Eve, New Year's Day, and Spring Vacation Day shall be paid for those holidays providing they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

22.3 When a holiday listed falls on Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed falls on Saturday, the preceding workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on a paid holiday he/she shall be paid for such work in addition to regular pay received for the holiday at the rate of time and one-half the unit member's regular rate of pay.

22.4 Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday or any day declared a holiday by the District, (i.e., Governing Board) shall be a paid holiday for all unit members who would otherwise have been scheduled to work.

22.5 The District shall adopt a holiday calendar annually.

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**ARTICLE 23
VACATION**

- 23.1 Any unit member whose compensation is fixed by the month, and is employed on a twelve (12) month basis, shall earn annual vacation based on time in paid status in accordance with the following schedule:
- | | | |
|--------|--|--|
| 23.1.1 | Probationary unit member, date-of-hire to 6 months | None |
| 23.1.2 | Permanent unit member, first four (4) years | 1 working day per month up to a total of twelve (12) working days per year, including time spent employed as a probationary unit member. |
| 23.1.3 | Permanent unit member, 5 to 9 years, inclusive | 1.25 working days per month up to a total of fifteen (15) working days per year. |
| 23.1.4 | Permanent unit member, 10 to 14 years, inclusive | 1.42 working days per month up to a total of seventeen (17) working days per year. |
| 23.1.5 | Permanent unit member, 15 to 19 years, inclusive | 1.67 working days per month up to a total of twenty (20) working days per year. |
| 23.1.6 | Permanent unit member, 20 or more years | 1.75 working days per month up to a total of twenty-one (21) working days per year. |
- 23.2 Earned vacation shall be taken during the year earned or within the twelve (12) month period following the year in which it was earned except as noted hereafter.
- 23.3 Hourly unit members and all other unit members who work less than twelve (12) months shall be entitled to a prorated share of the vacation benefits outlined above, proportionate to the time in paid status, and the vacation shall be taken within the year earned or paid for at the end of the year.
- 23.4 A unit member may set his/her vacation schedule provided that such schedule will not seriously jeopardize District operations. When there are more requests for a particular time than can be granted, assignment will be made on the basis of seniority in the district. Vacations may be taken as earned when this is convenient and meets with the approval of the school principal or immediate supervisor. (Example: Vacation time during Winter, Spring, Intersessions/Breaks.) Supervisors must approve or deny a unit member's vacation request within ten (10) days after a deadline for submission of the request or, in the absence of such a deadline, within ten (10) days after the submission of the written request. In no case, may a supervisor deny a vacation request for arbitrary, capricious or discriminatory reasons.

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- 23.5 An unit member's anniversary date shall be used to determine the level of vacation which is earned per section 23.1.
- 23.6 Upon separation from the District, an unit member shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.
- 23.7 If the separated unit member has worked half or more of the District scheduled workdays in the month in which he/she terminates, he/she shall be entitled to vacation pay for that month. Less than half a month will not entitle a unit member to additional vacation in that month. Unit members working less than full time, twelve (12) months earn vacation on an hourly basis.
- 23.8 Vacation carryover credit may be accumulated to a total not exceeding five (5) days, except upon recommendation by the supervisor and approval of the Personnel Commission.
- 23.9 The rate at which vacation is paid shall be the unit member's current rate. An unit member whose vacation is earned and begun under a given status shall suffer no loss of earned credit by reason of subsequent changes in conditions of employment during that vacation.
- 23.10 When a unit member has accumulated the maximum, allowable vacation credit and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Personnel Commission. The Commission may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.
- 23.11 Any unit member who has one (1) or more years of service and who commences his/her prescribed vacation period and subsequently becomes ill or bereaved before his/her vacation period has been completed, shall be placed on sick or bereavement leave under the following conditions:
- 23.11.1 If the illness or bereavement is such that had the unit member been working he/she would have been absent on sick or bereavement leave.
- 23.11.2 If the unit member, normally, is required to return to duty immediately following the vacation period.
- 23.11.3 If the request is filed with the District within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary extenuating circumstances exist which prevent such filing.
- 23.11.4 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.
- 23.12 When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.
- 23.13 When an authorized paid holiday occurs during a unit member's vacation, that day shall not be counted as a vacation day.

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**ARTICLE 24
BEREAVEMENT LEAVE**

- 24.1 Unit members shall be granted a leave of absence not to exceed five (5) working days of full pay for each instance when absence is occasioned by reasons of death in the immediate family of such unit member. If the travel necessitated by the death is beyond 400 miles one way, six (6) working days shall be granted.
- 24.2 The immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse or the domestic partner of the unit member and the spouse or the domestic partner of the unit member, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or the unit member's spouse, or anyone with a similar relationship to the domestic partner of the unit member. For the purpose identifying an immediate family relationship, a domestic partnership shall be defined as partnership officially registered with the Office of the Secretary of State of the State of California and a copy of such registry must be on file in the unit member's permanent file in the Classified Human Resources office.

**ARTICLE 25
JURY DUTY AND WITNESS LEAVE**

- 25.1 Leave of absence for jury service shall be granted to any unit members who have been officially summoned to jury duty, during their assigned working hours, in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the unit member's supervisor.
- 25.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave of absence is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate supervisor.
- 25.3 The jury service fee and witness fee referred to in 25.1 and in 25.2 respectively, do not include reimbursement for transportation expenses.

**ARTICLE 26
MILITARY LEAVE**

- 26.1 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code.

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**ARTICLE 27
SICK LEAVE**

- 27.1 Sick leave is authorized absence of a unit member because of illness or injury or exposure to contagious disease.
- 27.1.1 A unit member (probationary or permanent) shall earn paid sick leave in accordance with the provisions of Education Code Section 45191 (12 days per fiscal year—or one day per month). Unused sick leave may be accumulated without limit.
- 27.1.2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 27.1.3 Sick leave may be taken at any time, provided that unit members may use only six days of paid sick leave during their initial probationary period.
- 27.1.4 Treatments, examinations for diagnostic purposes, and other absences definitely related to health shall be available as sick leave when such treatments or examinations must be made during the work day.
- 27.1.5 With the approval of the Director of Classified Human Resources, a unit member may use any accrued sick leave for the illness of an immediate family member as defined in Section 24.2 with a written statement from the ill family member's doctor stating the presence of the unit member is necessary.
- 27.1.6 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she had worked that day, except as provided by Education Code Section 45137 for part-time personnel.
- 27.1.7 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of the absence within the first working hour of each day absent, unless conditions make the notification impossible or unless the unit member specifies an exact number of days he/she will be absent when initially calling the supervisor. The burden of proof of impossible conditions shall be upon the unit member. The District has a 24 hour answering service on 641-5000. Unit members or their designees may call this number at any time to report illness. It is always preferable to call direct to the supervisor, but the 24 hour service is available for night or emergency use.
- 27.1.8 At least one (1) day prior to his/her expected return to work, the unit member shall notify his/her supervisor in order that any substitute employee may be released. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.

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- 27.1.9 A unit member absent for five (5) consecutive working days or more shall be required to present a doctor's statement stating the nature of the illness or injury and the date the unit member is able to return to work.
- 27.1.10 The District may require a doctor's statement for any illness absence of two or more consecutive days under the following conditions:
 - 27.1.10.1 the unit member has used Sick Leave, including Personal Necessity Leave, in excess of one (1) day a month during the immediately preceding one (1) through twelve (12) months; and
 - 27.1.10.2 the unit member has used Sick Leave, including Personal Necessity Leave, in excess of one (1) day a month during the immediately preceding thirteen (13) through twenty-four (24) months; and
 - 27.1.10.3 The unit member has accrued less than twenty days of sick leave.
- 27.2 **CATASTROPHIC SICK LEAVE BANK CREATION AND ADMINISTRATION:**
 - 27.2.1 The Association and the District agree to create a Catastrophic Sick Leave Bank effective July 1, 1993. The Catastrophic Sick Leave Bank shall be funded in accordance with the terms of section 27.3 below.
 - 27.2.1.1 The intent of the Catastrophic Sick Leave Bank is to provide additional coverage for bargaining unit members who have suffered a catastrophic illness or injury.
 - 27.2.2 Hours in the Catastrophic Sick Leave Bank shall accumulate from year to year.
 - 27.2.3 Hours shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Sick Leave Bank participant.
 - 27.2.4 The Catastrophic Sick Leave Bank shall be administered by a three (3) member Catastrophic Sick Leave Bank Committee appointed by the president of the Association. This committee shall have the responsibility of maintaining the records of the Catastrophic Sick Leave Bank, receiving draw requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions to the participants and the District Classified Human Resources and/or Payroll departments.
 - 27.2.5 The committee's authority shall be limited to administration and the committee shall approve all properly submitted requests complying with the terms of this article. Draws may not be denied on the basis of the type of illness or disability.
 - 27.2.6 When all the unit member's available fully paid leave time has been exhausted (i.e., vacation, regular sick leave, personal necessity leave, compensatory time off, earned time off, etc.), the unit member will be placed on excess sick leave, i.e. 100 days at 50% pay.

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- 27.2.7 After the unit member has been in an excess sick leave (50% pay) status for twenty (20) consecutive working days, the Catastrophic Sick Leave Bank Committee may add to the 50% pay to guarantee the unit member full pay provided the unit member has exhausted all other available paid leave for which he/she is eligible. Such addition shall begin no sooner than the 21st consecutive work day of excess sick leave and will continue for no more than forty (40) fully paid days or eighty (80) days at half-pay. Grants from the Catastrophic Sick Leave Bank may extend beyond the period covered by excess sick leave.
- 27.2.8 A draw from the Catastrophic Sick Leave Bank may not be used for illness or disabilities which qualify the participant for Worker's Compensation benefits.
- 27.2.9 A draw from the Catastrophic Sick Leave Bank may not be used for absence related to pregnancy.
- 27.2.10 Draws from the Catastrophic Sick Leave Bank pursuant to Sections 27.2.6 and 27.2.7 shall be approved only for unit members who are active participants of the Catastrophic Sick Leave Bank and who submit an official request for draw to the Catastrophic Sick Leave Bank Committee.
- 27.2.11 Once a unit member has been granted a draw from the Catastrophic Sick Leave Bank, they will not be eligible for another draw from the Catastrophic Sick Leave Bank until one (1) year has elapsed since the end of the previous draw. A unit member may receive a maximum draw of forty (40) days at full pay or eighty (80) days at half-pay in any one year.
- 27.2.12 By December 5 of each school year, the Business Office shall notify the committee of the following:
- 27.2.12.1 The total number of hours accumulated in the Bank on June 30 of the previous school year.
 - 27.2.12.2 The total number of hours contributed by unit members for the current year.
 - 27.2.12.3 The names of participating unit members.
- 27.2.13 If the Catastrophic Sick Leave Bank is terminated for any reason, the hours remaining in the Catastrophic Sick Leave Bank shall be forfeited to the District (E.C. 44043.5)
- 27.3 **CATASTROPHIC SICK LEAVE BANK - ELIGIBILITY AND CONTRIBUTIONS:**
- 27.3.1 All Classified employees (including Classified management) who have achieved permanent status with the Ventura Unified School District and who are on active duty with the district are eligible to contribute to and draw on the Catastrophic Sick Leave Bank. New employees must complete and properly file a participation form within thirty (30) calendar days of achieving permanent status in order to be eligible for participation for the remainder of the eligibility year.

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27.3.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to draw from the Bank.

27.3.3 Unit members may elect to join or cancel participation in the Bank once each year. They must sign up by September 30 of each year they are going to participate in the Bank. The eligibility year for purposes of this article begins on October 1 and ends on September 30. Once the unit member has completed the necessary enrollment form, he/she shall remain a member of the Catastrophic Sick Leave Bank until such time as he/she completes the necessary form to cancel participation in the Catastrophic Sick Leave Bank.

27.3.4 The annual rate of contribution by each participating unit member for each school year shall be one regular day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5 Section C.

27.3.4.1 Additional hours of contribution will be required of participants if the number of hours in the Bank falls below 400. Catastrophic Sick Leave Bank participants who are drawing from the Bank at the time of assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Sick Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional hours to remain a participant in the Catastrophic Sick Leave Bank

27.3.4.2 If the number of hours in the Bank at the beginning of a school year exceeds 8,000, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Sick Leave Bank for the first time and those returning from leave shall be required to contribute hours to the bank.

27.3.4.3 If additional hours above the first and second draw are required, both the Association and the District agree to come back and negotiate this item. At any time either the Association or the District can reopen this section of the contract. If this section of the contract is reopened during regular negotiations, it shall not be counted as a reopener if there are a limited number of articles that can be reopened.

27.4 CATASTROPHIC SICK LEAVE BANK - WITHDRAWAL FROM THE BANK:

27.4.1 Catastrophic Sick Leave Bank participants may draw from the Bank for any reason that qualifies them for the use of sick leave as per this article. If a participant is incapacitated, the application may be submitted to the committee by an agent or member of the participant's family. Participants initially applying to draw from the Catastrophic Sick Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential.

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- 27.4.2 A participant's draw from the Bank may not exceed the statutory maximum period of twelve consecutive months.
- 27.4.3 Participants must use all sick leave and vacation time (but not differential leave) available to them before applying for leave from the Bank.
- 27.4.4 When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a retirement under PERS or, if applicable, Social Security, the committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Catastrophic Sick Leave Bank payments. Any requests for additional medical information from PERS or Social Security shall be submitted within ten (10) working days or the participant's entitlement to Catastrophic Sick Leave Bank payments will cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the Catastrophic Sick Leave Bank shall cease.
- 27.4.5 The administration of this article is the sole responsibility of the Association and the District shall not have any grievance filed against it with regards to this article.

**ARTICLE 28
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 28.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Section.
- 28.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Worker's Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker's compensation provided that:
 - 28.2.1 He/she has probationary or permanent status.
 - 28.2.2 In the opinion of the Superintendent or his designated representative the illness or injury constitutes an industrial accident or illness, or, if contested by the District, it is ultimately determined to be work connected.
- 28.3 Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident or illness.
- 28.4 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under worker's compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which a unit member may be entitled.
- 28.5 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, the unit member shall be placed on paid illness leave if he/she is eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as

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- indicated in the unit member's assignment, when added to compensation without penalties from the worker's compensation insurance fund.
- 28.6 After the expiration of all paid leave privileges, the appointing authority may place the unit member on an industrial accident leave without pay. The total time of all leave benefits provided under this Section, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.
- 28.7 Upon return from any paid or unpaid leave resulting from an industrial accident or industrial illness which resulted in the unit member being declared either a "qualified injured worker" or "permanent and stationary", a unit member shall be assigned to a position in his/her former class. If no vacancy exists in his/her former class, he/she will be placed on a suitable reemployment list and offered the next vacancy in that classification. The conditions outlined in Article 19.2.5 and 19.2.6 governing reassignment from a reemployment list after lay off shall apply in this instance.
- 28.8 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in provisions of the Education Code and Personnel Commission rules. A unit member shall continue to receive seniority credit for all purposes while on such paid or unpaid leave of absence.
- 28.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member shall be terminated from employment with the district and his/her name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 28.10 A unit member who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time basis, and in assignment areas in which the unit member has made himself/herself available. Unit members removed from a reemployment list under this Section may appeal the removal to the Personnel Commission.
- 28.11 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under worker's compensation insurance laws, exceed the unit member's regular salary. A unit member's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.
- 28.12 During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District wage-loss benefits checks received under worker's compensation insurance laws. The District shall issue to the unit member appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.
- 28.13 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Section.

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**ARTICLE 29
ADDITIONAL SICK LEAVE FOR PERMANENT BARGAINING UNIT MEMBERS**

- 29.1 A unit member shall, once each year, be credited with a total of 100 working days of paid sick leave in addition to the accumulated or current sick leave to which he/she is entitled under Education Code Section 45191. Such 100 days of paid sick leave shall be compensated at a rate of fifty percent (50%) of the unit member's regular salary. A unit member who has achieved permanent status with the District shall become eligible for such fifty percent (50%) sick leave effective on the sixth consecutive work day of an illness. Once eligible, the unit member shall receive fifty percent (50%) sick leave pay retroactive to the first day of the illness that is not covered by one hundred percent (100%) sick leave pay.
- 29.2 If on June 30, or at the end of the school year for unit members who work fewer than twelve months in a year, the unit member has not exhausted the 100 days of extended sick leave for a continuous illness of a serious nature, the unit member may, with proper medical verification, request that the balance of the 100 days be extended into the next year. This extension, if granted, does not entitle the unit member to a new bank of fully paid sick leave or to a new 100 days until the unit member returns to work. The unit member may not return to work at the termination of the extended leave until his/her doctor certifies that the unit member has recovered from the illness and may return to work.
- 29.3 After exhaustion of full paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation to the extent necessary to make up the unit member's regular salary.
- 29.4 After exhaustion of all paid leave, a permanent unit member may be placed on additional leave upon request and with the approval of the Board. The additional leave may be extended for any period not to exceed twelve (12) months total unpaid leave. Exceptions in the case of extreme illness may be considered by the Board and the Commission.

**ARTICLE 30
PERSONAL NECESSITY LEAVE**

- 30.1 Any unit member may use accumulated sick leave earned pursuant to Education Code Section 45207 (Personal Necessity Leave) at his/her election in cases of personal necessity, as defined below:
- 30.1.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in Section 24.1 of the Agreement.
- 30.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- 30.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 30.1.4 Illness, surgery or childbirth involving a member of the immediate family with a written statement from the unit member that the presence of the unit member was necessary.

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- 30.1.5 In recognition of certain religious holidays of major significance, upon application to and with the approval of the Director of Classified Human Resources.
- 30.1.6 Attendance at weddings, graduations that occur within the immediate family.
- 30.1.7 Attendance at the funeral of someone other than immediate family.
- 30.1.8 Other absences of a personal necessity nature or business which may only be handled during a unit member's normal working hours.
- 30.1.9 Personal necessity leave is not to be used for the purpose of vacation or for the purpose of employment outside the Ventura Unified School District.
- 30.2 Use of sick leave for the above purposes shall be limited to seven (7) days in any school year.
- 30.3 Immediate family as used in this Section shall have the same meaning as provided in Section 24.2 of the Agreement.

**ARTICLE 31
LEAVE OF ABSENCE WITHOUT PAY**

- 31.1 Leave of absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or his designated representative, subject to the following restrictions:
 - 31.1.1 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed twenty-seven (27) months, and,
 - 31.1.2 The granting of a leave of absence without pay gives the unit member the right to return to his/her position, if the leave is for a period of one semester or less, in the case of a less than twelve (12) month employee, or six (6) months in the case of a twelve (12) month employee. In cases of an unpaid leave of absence of a greater length of time the District will return the unit member to a position in his/her same classification and with the same number of hours and days per year at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties. The District will maintain an open position at the same number of hours and days per year for placement of the unit member upon return from an unpaid leave of absence.
- 31.2 The Governing Board may, for good cause, cancel any leave of absence by giving the absent unit member due notification in person or by Certified Mail. The unit member may appeal the cancellation to the Personnel Commission which shall investigate and hear the appeal. The appeal by the unit member will stay the cancellation directive of the Governing Board until action by the Personnel Commission which shall be final and binding.

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- 31.3 A unit member may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.
- 31.4 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the unit member may be terminated by the Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause. This provision is not applicable to military leave.
- 31.5 If a unit member cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.
- 31.6 A unit member on an unpaid leave of absence shall continue to receive his/her health and welfare benefits for the balance of the pay period in which the leave began. After the pay period the unit member on leave shall be allowed continued participation in the District's benefits program if he/she pays the premium cost to the District at the group rate.

**ARTICLE 32
MATERNITY LEAVE**

- 32.1 A unit member shall have the right to use illness/injury leave provided for in Article 27 (Sick Leave) and Article 29 (Additional Sick Leave) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
- 32.2 The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member after the start of pregnancy.
- 32.2.1 This leave may continue up to one year after the birth of the child.
- 32.2.2 The unit member must notify the Director of Classified Human Resources in writing about taking the leave thirty days before taking it.
- 32.2.3 The unit member may continue in active employment as late in her pregnancy as she desires and is approved by her physician.
- 32.2.4 If the unit member becomes disabled prior to or during the scheduled leave as determined by her physician, she may use the sick leave provisions in Section 32.1.
- 32.2.5 While on leave, a unit member shall have the option to remain an active participant in the District fringe benefit programs on a self-paid basis.
- 32.2.6 The District agrees to comply with applicable provisions of the Family and Medical Leave Act (Federal) and the Family Care Leave Act (State of California).

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**ARTICLE 33
EMERGENCY LEAVE DUE TO NATURAL DISASTERS**

- 33.1 In the event that work is canceled by the District administration because of flooding or other natural disasters, or in the event a bargaining unit member is unable to reach work because of conditions resulting from a natural disaster such as flooding, slides, washouts, loss of bridges and/or similar causes, the Board of Education shall grant emergency leave of absence to the bargaining unit members affected. This leave shall be granted without loss of pay and shall not be charged against the bargaining unit member's personal necessity or other paid leave.

**ARTICLE 34
TRANSFERS AND PROCEDURES FOR FILLING VACANCIES**

- 34.1 A unit member may be transferred at his/her request or for the good of the service from one position to another, in the same class, at the discretion of the department head(s) involved, provided that such action shall not be taken for punitive or preferential reasons. In cases of involuntary transfer, the Association President shall be consulted before action is taken. If the Association President disagrees with the transfer, at least five (5) working days shall pass before the transfer becomes official.

34.2 Procedure for Filling Vacancies

- 34.2.1 If a position becomes vacant, it is the expectation that the District will fill the position within sixty (60) working days. The Classified Human Resources Department will internally advertise the potential transfer opportunity for a period of ten (10) working days, during which time permanent unit members may file a request for transfer for the vacancy according to established procedures.

Should the position not be filled within that time frame, the Director of Classified Human Resources will notify in writing and meet with the Association President to discuss the delay.

- 34.2.2 At the expiration of the indicated period of time, the Classified Human Resources Department will certify to the supervisor the names of all unit members requesting and eligible for transfer. If there are less than three unit members requesting transfer, the appointing authority may request that the top rank(s) from the appropriate eligibility list also be certified to provide a minimum of three candidates for interview.

34.2.2.1 The order for certification of eligibles for vacancies shall be as follows:

- 1) Transfers of permanent unit members in the same classification. If there are not three permanent unit members who request transfer,
- 2) eligibles from a Promotional eligibility list may be certified to provide a minimum of three candidates.

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- 3) If there is no Promotional eligibility list or insufficient ranks on a Promotional eligibility list to provide a minimum of three candidates, then transfers of probationary unit members will be permitted, when the transfer would move the unit member to the next level of health and welfare benefits eligibility (i.e., a probationary unit member who is working a 3.0 hour day and who requests transfer into a 4.0 hour per day vacancy may be certified; a probationary unit member working 4.0 hours per day who requests transfer to a 6.0 hour per day vacancy, may be certified. However, a probationary unit member who is working a 3.0 hour day and who requests transfer to a 3.5 hour per day vacancy would not be eligible for transfer.)
- 4) If the above do not yield a minimum of three candidates, eligibles from an Open eligibility list may be certified.

- 34.2.3 When the rank(s) from the appropriate eligibility list are certified to the appointing authority, the applicable supervisor or his/her designee will interview each of the unit members who requested and were eligible for transfer along with candidates from the eligibility list. If the position has not been filled on a permanent or probationary basis within 30 days, it shall be reposted for transfer per Article 34.2.1. Such repostings shall be published not less than once per quarter.
- 34.2.4 In reaching its decision to select a particular candidate, the District will consider criteria including, but not limited to, qualifications, district needs, relevant experience, seniority, previous performance, and absenteeism.
- 34.2.5 The Management employee responsible for making the decision shall be the employee who is charged with the overall responsibility for the department. In the case of positions within the unit where supervision is split between a district level administrator and a site level administrator, the decision shall be made by the district level administrator with input from the site level administrator.
- 34.3 A permanent unit member may be transferred to a position in a related class on the same salary schedule (lateral transfer). The Director of Classified Human Resources shall determine whether classes are sufficiently related to permit transfer between them, and any such transfers shall be made only with the approval of the Director of Classified Human Resources; such decision may be appealed to the Personnel Commission.
- 34.4 Transfers shall not change the unit member's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit, or in any other manner reflect adversely upon his/her rights, as provided in law and this agreement.
- 34.5 A permanent unit member who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of one hundred thirty (130) working days. At any time during the probationary period, he/she may be returned to his/her former class without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter case, the unit member will have the same appeal rights as a permanent employee who is demoted or dismissed.

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- 34.6 When a school's calendar changes from a traditional to a year-round schedule, unit members who are currently assigned to the school shall have the option of remaining in their current positions and changing to the year-round schedule or of transferring to another position in the same classification within the district on a traditional calendar. Should there not be a vacancy in the unit member's current classification with the same or greater number of hours per day and days per year, the year-round position shall be posted for voluntary transfer and the unit member who does not wish to remain with the year-round schedule shall have bumping rights as described in Article 19.
- 34.7 Transfers shall have the following effects on seniority:
- 34.7.1 Within the same class - none.
- 34.7.2 From one class to another - the unit member shall not receive seniority credit in the new class for service in other classes; however, he/she shall retain such credit as seniority in the classified service.
- 34.8 Transfer shall not be used as a device to alter the sequence of impending layoff, although unit members whose positions are to be eliminated may transfer to other classes as this Section contemplates.
- 34.9 Reasons for any transfer which is not voluntary shall be discussed with the unit member by his/her immediate supervisor.
- 34.10 Summer, intersession and other recess period assignments: When the Board establishes temporary positions during the recess period between the regular September to June school year, during the intersession period of year-round schools, or during other recess periods during the school year (including summer school positions), those positions shall be offered to bargaining unit members whose regular assignments are within the program where the summer/intersession assignment exists and not regularly employed during these periods. Appointment to these positions shall be on the basis of seniority in the class to which the position has been allocated by the Personnel Commission (except as noted below) among employees requesting summer/intersession/recess period employment. If there are insufficient employees in the class, appointment shall be made on the basis of seniority of employees who are qualified to perform the duties of the position, as determined by the Director of Classified Human Resources.
- 34.10.1 The first priority to fill a School Office Manager vacancy during a summer, intersession, or other recess period shall go to the current School Office Manager assigned to that site that has applied for summer, intersession or other recess period work. If the site School Office Manager does not apply for a vacancy at his/her site, then the seniority process outlined in Section 34.10.2.4 shall apply.
- 34.10.2 The first priority for filling Paraeducator vacancies during a summer, intersession, or other recess period shall be according to the following:
- 34.10.2.1 Paraeducators shall be placed by seniority within the specific program of the summer or intersession classroom or among those Paraeducators who possess a required skill (i.e. Bilingual, Special Day Class, SED, HI, SLI, VI, LH, CH, and Resource)

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- 34.10.2.2 If there are insufficient Paraeducators available within the specific program, placement will be made on the basis of seniority within the classification.
- 34.10.2.3 Under no circumstances will a Paraeducator be assigned to a classroom requiring specific skills unless that Paraeducator has demonstrated through the processes established by the Personnel Commission that he/she possesses the specific skill required.
- 34.10.2.4 All other placements will be made on the basis of seniority in the classification at the end of the most recent regular session.
- 34.10.3 The first priority to fill the Child Nutrition Manager vacancy during summer, intersession, or other recess periods shall go to the current Child Nutrition Manager at the given site.

**ARTICLE 35
DISCIPLINE**

- 35.1 Unit members shall have disciplinary actions imposed upon them only through the progressive discipline process as outlined in law and Personnel Commission Rules and regulations.

**ARTICLE 36
EVALUATIONS**

- 36.1 General: The primary purpose of work performance assessment shall be the evaluation of unit members' skills in relation to their specific classifications. The performance evaluation process shall be conducted in good faith with the goal of accurately assessing the unit members' knowledges, skills, and abilities and for improvement in the unit members' work performance.

The major components of the performance evaluation shall include:

- a) an initial conference with the new unit member in which the standards, goals, objectives and expectations of the supervisor will be discussed; such standards, goals, objectives and expectations shall be consistent with the classification specification for the position which the unit member holds;
- b) an explanation of the performance evaluation process at this initial conference;
- c) monitoring and/or observation of the unit member's work for use in the performance evaluation process shall be conducted openly and with the full knowledge of the unit member;
- d) performance evaluation shall be recorded on a standard form which shall be developed mutually by the District and the Association and shall be based on a system which includes ratings of Satisfactory, Needs Improvement and Unsatisfactory;

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- e) no performance evaluation document shall become a part of a unit member's personnel file until the unit member has had an opportunity to review the document and has been informed of his/her rights to include a rebuttal.

36.2 Procedure:

36.2.1 All performance evaluations shall be done, using the formal District performance evaluation form.

36.2.2 All unit members who have achieved permanent status in their classification and whose most recent performance evaluation was rated as "Satisfactory" shall be evaluated at least every second year within 30 days of their anniversary date. Unit members whose most recent evaluation was rated "Needs Improvement" or "Not Satisfactory" shall be evaluated annually within 30 days of their anniversary date.

36.2.3 Probationary unit members shall be evaluated at the end of the second, fourth and before the end of the sixth month of service.

36.2.4 A special evaluation may be requested at any time by the supervisor when there is a need for a formal evaluation between the normally established evaluation periods. A special evaluation has as its purpose the documentation of work performance the supervisor determines is outstanding and needs to be highlighted and formally documented as well as for performance the supervisor determines needs improvement or is not satisfactory.

When a special evaluation is requested by the supervisor and the purpose of the special evaluation is for improving a bargaining unit member's job performance, the supervisor must provide the Director of Classified Human Resources documented evidence of counseling and assistance prior to the Classified Human Resources Office issuing a special evaluation form.

All special evaluations shall be subject to the same guidelines as bi-annual performance evaluations.

36.2.5 Performance evaluations shall be conducted by the Management employee directly responsible for the unit member's work. In a situation where a unit member may serve in a lead or supervisory capacity over another unit member, at the request of the management reviewer, the lead/supervisory unit member shall prepare a written statement providing input and observations of the evaluatee's performance for the use of the Management employee in preparing his/her formal evaluation. The unit member shall not conduct the evaluation nor shall his/her report become an attachment to the final performance evaluation.

36.2.6 The reviewer shall discuss with the unit member the performance evaluation and shall provide information relative to the content of the evaluation.

36.2.7 Any ratings of Unsatisfactory or Needs Improvement shall be accompanied by a specific plan of action which includes identified areas of weakness, a plan for corrective action, specific assistance which will be provided the unit member, measurable goals and specific timelines for meeting the goals.

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- 36.2.8 A copy of the completed evaluation document, signed by the evaluatee and the evaluator, shall be placed in the unit member's personnel file at the District Office. The signing of such document by a unit member shall not imply the unit member's agreement with its contents. At the time the evaluation is signed by the unit member, he/she shall receive the appropriate copy of the evaluation for his/her records.
- 36.3 Review Process:
- 36.3.1 A unit member who receives an overall "Needs Improvement" or "Unsatisfactory" performance evaluation may request that the evaluation be reviewed by the Management employee who supervises the evaluator. Such request shall be made within ten (10) working days of the date that the unit member receives the evaluation.
- 36.3.2 The reviewer shall investigate and discuss the evaluation with both the unit member and the evaluator.
- 36.3.3 The reviewer shall attach a statement indicating agreement or disagreement with the evaluation. If the reviewer disagrees with the evaluation, the evaluation shall be changed accordingly. Copies shall be sent to the unit member, the evaluator, and the Classified Human Resources Office.
- 36.4 Right of Rebuttal: The unit member shall have the right to submit a written reaction to the performance evaluation within fifteen (15) working days of the receipt of such evaluation. Such response shall be submitted to the District's Classified Human Resources Office and shall become a permanent attachment to the copy of the performance evaluation in the unit member's personnel file.
- 36.5 The grievance process shall not apply to the content of a performance evaluation, but shall apply to the procedures associated with the performance evaluation process.

**ARTICLE 37
GRIEVANCE**

- 37.1 Definitions:
- 37.1.1 Grievance: a formal written allegation by a unit member or unit members or the Association that a violation of the specific provisions of this agreement was not settled to the satisfaction of the unit member or unit members or the Association at the first supervisory level.
- 37.1.2 Grieveable actions: Alleged violations of this agreement shall be subject to the grievance procedure. Actions to challenge or change the policies of the District as set forth in the District policy manual and/or the Personnel Commission as set forth in The Personnel Commission Rules and Regulations must be undertaken under separate legal processes. Other matters for which a specific method of review is

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provided by law, by District policy, or by the Personnel Commission Rules and Regulations are not within the scope of this procedure.

- 37.1.3 Day: any day in which the central administrative offices of the Ventura Unified School District are open for business
- 37.1.4 First supervisory level: the lowest level administrator not a bargaining unit member having immediate jurisdiction over the work of the unit member filing the grievance.
- 37.2 Informal Level: Before filing a formal written grievance, the unit member must attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The exact nature of the grievance must be clearly stated at this conference so that both parties have an opportunity to come to an understanding. The unit member may be accompanied during this conference by an Association representative. Such informal steps must be initiated within thirty (30) days of the time the bargaining unit member knew or could have reasonably be expected to have known of the action that caused the grievance. Within five (5) days from the date of the conference, the supervisor shall communicate his/her decision to the complainant.
- 37.3 Formal Level: An Association representative shall be present at all formal levels of the grievance procedure.
- 37.3.1 Level I: If the matter is not resolved at the informal conference, the unit member may present the grievance in writing to the next level of supervision above the immediate supervisor. The written grievance will be presented on a District form and shall include:
- 37.3.1.1 The name of the unit member filing the grievance.
- 37.3.1.2 A listing of the specific provision of the Agreement alleged to have been violated.
- 37.3.1.3 A statement describing how the District is alleged to have violated the Agreement (including all names, dates and places necessary for a complete understanding of the grievance), the decision rendered as a result of the informal conference and the remedy sought. This written statement of the grievance must be submitted within ten (10) days after receipt of the immediate supervisor's decision from the informal conference. The Level I supervisor shall present a written answer to the grievant within ten (10) days after receiving the grievance.
- 37.3.1.4 Within the above limits, the parties shall hold a conference to attempt to resolve the grievance, unless the conference is waived by mutual consent of the parties involved.
- 37.3.2 Level II: If the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Assistant Superintendent of the division in which the unit member works within ten (10) days of the receipt of the Level I decision. The Assistant Superintendent shall communicate his/her decision in writing within ten (10) days after receiving the grievance. If the Assistant Superintendent does not

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respond within the time limits, the unit member may appeal to the next level. Within the above limits, the parties shall hold a conference to attempt to resolve the grievance, unless the conference is waived by mutual consent of the parties involved.

- 37.3.3 Level III: If the grievant is not satisfied with the decision at Level II, the decision may be appealed to the Superintendent or his designee within ten (10) days of receipt of the Level II decision. The Superintendent or his designee shall communicate his decision in writing within ten (10) days after receiving the grievance.
- 37.3.4 Level IV: If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) days of the receipt of the Level III decision, submit a request to the Superintendent for mediation of the dispute. Such mediation shall not result in any additional expenditure of District funds and shall be conducted by a neutral third party.
- 37.3.5 Level V: Should mediation not resolve the dispute, the grievant(s) shall submit to the Superintendent, in writing, his/her/their request for binding arbitration of the dispute within ten (10) days after the determination that mediation was unsuccessful. The Association reserves the right to determine which cases go to arbitration. If the grievant takes the case to arbitration on his/her own, the grievant shall pay all costs incurred. The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the American Arbitration Association to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The Grievant shall strike the first name. All costs for the services of the arbitrator and the cost of any hearing room will be borne equally. Other costs will be borne by the party incurring them.
- 37.4 General: A unit member may be represented at any level of the grievance procedure by the Association. If not represented by the Association, the Association shall have the right to state its views prior to the resolution of the grievance.
- 37.4.1 Released time will be granted both the unit member and the Association representative, if used, for the time spent in hearings or conferences in the various levels of the procedure as outlined in this Section.
- 37.4.2 The unit member and the Association representative shall be granted reasonable and necessary released time to prepare for grievance hearings or conferences but such released time for preparation of grievances will be limited to an aggregate total of forty-eight (48) hours per year for the bargaining unit.
- 37.4.3 Released time as provided in this section shall be permitted after notification of the immediate supervisor and at reasonable times that cause the least disruption of district work. Representatives must show verification that they are officially authorized.
- 37.4.4 No unit member shall suffer reprisals as a result of having filed a grievance.

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- 37.5 A grievance must be filed and appealed within the time limits set forth above or the grievance shall be considered settled on the basis of the District's last answer given, unless extensions of applicable timelines have been agreed to by both parties to the grievance.

**ARTICLE 38
SAFETY**

- 38.1 The District shall conform to and comply with all health, safety and sanitary requirements or regulations imposed or adopted under local, state or federal law. The District shall maintain safe and healthy working conditions as defined in these laws and regulations.
- 38.2 A unit member has the right and the responsibility to report to his/her immediate supervisor, in writing any practice, condition or specific occurrence which the unit member believes or in the course of reasonable diligence should have realized poses a threat to the health or safety of any person associated with the District, including all threats of physical harm or cases of assault and/or battery suffered by the unit member in connection with his/her employment. Upon notification the District shall investigate and take action deemed necessary to correct any unsafe, unhealthy or hazardous condition.
- 38.3 If a particular job requires the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish and maintain such equipment or gear and the unit member agrees to use or wear such equipment or gear at all times when necessary in the performance of his/her duties. Additionally, the District agrees to provide reasonable accommodation for unit members whose doctors have prescribed specific safety equipment in accordance with OSHA and other legal requirements.
- 38.4 The District agrees to provide without cost to the unit member necessary foot protection and eye protection. Should there be disagreement between the unit member and the District regarding the adequacy of such protective equipment, the District shall have the unit member examined by an appropriate doctor to determine the specific safety equipment that will be required by the unit member.
- 38.5 The District recognizes the importance of Emergency Preparedness Plans that describe and define the appropriate role and responsibilities of District staff during an emergency. The responsibility for the monitoring of the various site emergency preparedness plans shall be assigned to the District Safety Committee. The Committee shall be composed of at least equal numbers of representatives from the Districts' employee groups.
- 38.6 The District shall provide child nutrition managers, night custodians, and other appropriate unit members with 911/emergency cell phones.
- 38.7 The District Safety Committee shall work cooperatively with the local law enforcement in developing procedures that protect unit members.
- 38.8 The District Safety Committee shall monitor the distribution and maintenance of the 911/emergency cell phones.

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- 38.9 In the event of a grievance arising out of any provision of this article the grievance shall be submitted at Level II and shall be expedited.

**ARTICLE 39
ORIENTATION AND TRAINING**

- 39.1 When a unit member is hired to fill a vacancy, whether by promotion, transfer, or from an eligibility list, the appropriate supervisor shall describe for the unit member the duties and responsibilities of the position, the expectations of the supervisor regarding those job duties, the equipment and materials, and the location of relevant District facilities.
- 39.2 When the District requires a unit member to attend a training session or otherwise engage in training of any kind as a condition of employment, the unit member shall receive compensation as follows:
- 39.2.1 When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 39.2.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday (ten (10) hours in case of a "4 - 10" plan), or forty (40) hours in a workweek, the unit member shall be paid at the overtime rate appropriate for that day or time at which the training occurs.
- 39.2.3 Unit members shall not be paid for travel time that is beyond the unit member's regularly assigned working hours.
- 39.2.4 All direct costs for District required training or instruction shall be paid for by the District.
- 39.2.5 Part-time unit members can be required to attend inservice/training workshops or meetings which are scheduled after their regular assigned time. The District shall provide reasonable notice of such workshops or meetings. Part-time unit members will be paid for attending any required inservice/training workshop or meeting.
- 39.3 The District shall retain the right to determine what training is required and to make such training a condition of employment.

**ARTICLE 40
SPECIALIZED HEALTH CARE**

- 40.1 Specialized health care procedures include, but are not limited to, catheterization, crede, injections permitted by law, ileostomies, colostomies, tracheostomy, suction, oxygen administration, gavage feeding, and draining. For purposes of this article, specialized health care is not the dispensing of medication, first aid, or the administration of medication for bee stings.

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- 40.2 The primary role for providing specialized health care procedures will be assigned to the Health Technicians at each school and, for the Special Education program, to the Paraeducators funded by the Special Education Program.
 - 40.2.1 When there is no Health Technician at a school site or Paraeducator funded by the Special Education Program who can be the primary provider, the District will seek volunteers to be the primary providers. Any other bargaining unit member who provides specialized health care services on a daily basis will receive an additional remuneration for the performance of these duties of 2.9% of the unit member's hourly base rate.
 - 40.2.2 If there are no volunteers to be trained, the District may select unit members to be trained to be the primary providers of specialized health care services for a student. The District will give priority transfer rights to a unit member involuntarily selected. In some cases it may be necessary to have other unit members trained as back-ups in case of an emergency.
- 40.3 The District will comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe, appropriate environment.
- 40.4 Qualified nurses shall provide training to bargaining unit members so they can provide and conduct necessary specialized health care procedures.
- 40.5 If the training is conducted during non-duty hours, the bargaining unit member will be remunerated at the bargaining unit members' regular hourly rate of pay.

**ARTICLE 41
PROFESSIONAL GROWTH**

- 41.1 The intent of this incentive-based professional growth program is to encourage employees to voluntarily gain increased knowledge and skills which enhance their ability to perform the work of the school district; to provide an opportunity for advancement to new positions; or to provide the employee with an awareness of the importance of increased efficiency needed to fulfill his/her role in the total education of students in the Ventura Unified School District. This is an award type program based upon the accumulation of points which will eventually translate into a professional growth stipend.
- 41.2 PROCEDURES
 - 41.2.1 Review Committee: The Professional Growth Committee, hereinafter referred to as The Committee, shall meet at least quarterly to review applications for professional growth points.
 - 41.2.2 Composition of Committee: The Committee shall consist of one representative from each of the following groups of employees appointed by the Association:
 - 41.2.2.1 Office Employees
 - 41.2.2.2 Paraeducators
 - 41.2.2.3 Custodial

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- 41.2.2.4 Child Nutrition Services
- 41.2.2.5 Grounds
- 41.2.2.6 Transportation
- 41.2.2.7 Maintenance

The following shall be permanent members of the Committee:

- 41.2.2.8 An Administrator - Educational Services Division
- 41.2.2.9 Director, Classified Human Resources
- 41.2.2.10 Assistant Director, Classified Human Resources (non-voting)

41.2.3 Tenure of Committee

41.2.3.1 Because of the technical nature of committee responsibility, turnover on the committee shall be kept at a minimum. To assure continuity, one-half of the members of the committee shall be appointed at one time and Committee members shall serve two year staggered terms. Terms of committee members shall begin in July and end in June. A Chair and a Secretary shall be appointed by the Committee.

41.2.3.2 Should a vacancy occur on the Committee, VCEA shall fill the vacancy by appointment for those positions which VCEA originally appointed and from the same group in which the vacancy occurred.

41.2.4 Duties of Committee

41.2.4.1 Annually prepare and revise policies and procedures and lists of representative courses for recommendation to the VCEA and the District; the listings shall not be exclusive, but will serve as examples and guides only.

41.2.4.2 Evaluate activities for professional growth points.

41.2.4.3 Annually provide the Payroll Department with a listing of those employees who have earned Professional Growth increments for the fiscal year.

41.2.5 Selection of Committee

41.2.5.1 The VCEA shall designate a representative from each of the groups listed in Article 41.2.2.1 through 41.2.2.7 to serve on the Professional Growth Committee and shall reappoint representatives as the previous term of office expires.

41.3 STANDARDS AND GUIDELINES FOR PARTICIPATION IN THE PROFESSIONAL GROWTH POINT PROGRAM

41.3.1 Points may be earned through participation in any of the following:

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- 41.3.1.1 College courses, adult school course, trade and business school courses.
- 41.3.1.2 Committee approved workshops, training, orientation, and inservice.
- 41.3.1.3 Institute lecture programs and conducting institute classes.
- 41.3.1.4 Attendance at educational conferences.
- 41.3.1.5 Leadership activities in county, state and national educational organizations and in professional organizations approved for this purpose by the Professional Growth Committee.
- 41.3.1.6 Correspondence and video courses approved by the Committee.
- 41.3.1.7 Other Committee approved coursework.
- 41.3.2 A representative list of courses for each general group of employees offered at a college, community college, trade or business school, or adult education department will be prepared and reviewed by the Committee.
- 41.3.3 It is recommended that prior approval of the Committee be obtained for courses not included on the list of representative courses but offered at a college, adult school, or university.
- 41.3.4 Any approved course can be applied toward professional growth increments.
- 41.3.5 The subject matter of the course should relate to the position currently occupied by the employee, or should meet the requirements for career development.
- 41.3.6 All professional growth candidates taking courses must obtain a passing grade of "C" or better; a certificate of satisfactory completion of a course, or a grade of "Pass" in a course which does not provide a letter grade, in order to receive credit points for the course.
- 41.3.7 Employees must submit evidence of satisfactory completion of coursework within one calendar year from the date of the completion of the coursework in order to receive professional growth points for that coursework.
- 41.3.8 Points will not be given to an employee who is on leave from the district to become a full-time or part-time student.
- 41.3.9 Courses may not be repeated unless special permission is granted by the Committee. Such repeat courses must contain different subject matter.
- 41.3.10 Course work must be verified by official transcript or certificate. All other work must be verified by acceptable verification and must be filed in the Classified Human Resources Office by July 31 of each year in order to receive a professional growth increment for that fiscal year.

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- 41.3.11 Credit for involvement with professional organization shall be equated as follows:
- 41.3.11.1 6 points for service as an association president per year of such service.
 - 41.3.11.2 3 points for service as a local association officer, other than president, per year of such service (i.e., a member of the organization's executive board, vice-president, treasurer, secretary or other elected or appointed office).
 - 41.3.11.3 3 points for service as a state/national association representative per year of such service.
 - 41.3.11.4 Up to a maximum of 8 points per year for committee work, which will be computed on an hour-for-hour basis at .0625 points per hour.
 - 41.3.11.5 Association site representatives shall receive 1 point for each year of such service.
 - 41.3.11.6 A maximum of 75% of any single increment (11.25 points) may be earned utilizing the points awarded under Sections 41.3.11.1 and 41.3.11.2. The remainder of the points required for an increment (3.75) must be earned under the other provisions of this article.
- 41.3.12 Courses not offering semester or quarter units, and other types of educational courses for which the Committee has granted approval, will receive points based on total hours of participation. For such courses and/or activities a certificate or signed documentation verifying satisfactory completion from the school of attendance must be submitted with the Professional Growth Reporting Form.
- 41.3.13 Credit for hours of participation in District-sponsored workshops, orientation, inservices educational conferences, institute lecture programs, and other similar programs approved by the Committee and credit for conducting such programs shall have points equated as follows:
- 41.3.13.1 Participation in such programs will be credited at .0625 points for each hour, with 16 hours equaling one point.
 - 41.3.13.2 Credit for conducting institute classes shall be equated at .0750 points for each hour.

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The following chart shall illustrate the value of each hour of such credit:

No. of Hours	POINTS	POINTS
	@.0625	@.0750
1.0	.0625	.0750
2.0	.1250	.1500
3.0	.1875	.2250
4.0	.2500	.3000
5.0	.3125	.3750
6.0	.3750	.4500
7.0	.4375	.5250
8.0	.5000	.6000
9.0	.5625	.6750
10.0	.6250	.7500
11.0	.6875	.8250
12.0	.7500	.9000
13.0	.8125	.9750
14.0	.8750	1.0500
15.0	.9375	1.1250
16.0	1.0000	1.2000

41.3.14 Fifteen professional growth points shall be required for each professional growth increment.

41.3.15 This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on his/her own initiative. However, such training shall be considered as applicable to a professional growth increment only if it meets the requirements specified by this policy and implementing regulations of the Committee.

41.4 ELIGIBILITY FOR PARTICIPATION IN THE PROFESSIONAL GROWTH PROGRAM

41.4.1 All regularly employed, permanent Classified employees who are in active, paid status with the Ventura Unified School District shall be eligible to participate in the Professional Growth Program.

41.4.2 For purposes of determining eligibility for any professional growth increment the term "regularly employed classified employee" shall include persons serving in regular Classified positions who have completed their initial probationary period.

41.5 GENERAL RULES AND REGULATIONS FOR PROFESSIONAL GROWTH INCREMENTS

41.5.1 One or more professional growth increment(s) in the maximum amount of \$150 a school year each, but not to exceed 5 such increments in the maximum amount of \$750, may be granted to a regularly employed classified employee (as previously defined in this policy) subject to the conditions set forth in this section.

41.5.2 Increments shall be granted beginning with the fiscal year following the earning of the 15 increment points required and upon certification of satisfactory service.

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- 41.5.3 Subsequent earned increments, not exceeding four, may be granted in the maximum amount of \$150 each. Such increments shall be superimposed on the preceding increment(s) to which the employee is entitled, but shall be awarded not more frequently than once every two fiscal years.
- 41.5.4 Professional growth recipients may elect to have the professional growth increment payable in one lump-sum payment on or about August 31 of each year or to have the increment equalized, based on their regular number of salary payments annually. Earned increments shall be paid in addition to the employee's regular salary, and shall be subject to customary payroll deductions.
- 41.5.5 An employee must be in paid status to receive the professional growth increment he/she has been granted, and such payments will end when his/her employment is terminated for any reason.
- 41.5.6 Credit will only be given for professional growth activities completed while not in a paid, active employment status on the July 1 following the completion of the second year on the job after returning from the leave of absence. Credit will not be given for any professional growth activities completed prior to the employee's beginning date of employment.
- 41.5.7 Records concerning the Professional Growth Program shall be maintained by the Classified Human Resources Office.
- 41.5.8 Permanent employees who are promoted or transferred to a new classification may earn increment points while in probationary status in the new class provided the points earned are in compliance with the prescribed professional growth plan.
- 41.6 QUALIFICATION FOR INITIAL PROFESSIONAL GROWTH INCREMENT
- 41.6.1 Increment points applicable to the initial professional growth increment may be allowed retroactively provided (a) the points were earned after the beginning date of employment; (b) the candidate was actively and regularly employed by the Ventura Unified School District at the time the points were earned; (c) the increment points are verified through the efforts of the employee and are approved by the Committee in accordance with requirements of the professional growth plan.
- 41.6.2 If more than the necessary number of points is earned for any of the second, third or fourth professional growth increments, the excess number will be carried over to the next succeeding increment.
- 41.7 PROFESSIONAL GROWTH COURSES - SAMPLE LISTINGS
- 41.7.1 The following courses are representative of the courses which may qualify for Professional Growth credit:
- PARAEDUCATORS
- Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety

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Teaching Methodology for Reading
Library Technology
Early Childhood Education
Linguistics for Bilingual Children
Ethnic Studies
Reading Techniques
Psychology
Hyperactive Child
Audio/Visual
English
History
Math
Creative Activities
Instructional Aide Program
School, Parent, Child Interaction
Individualized Instructional & Tutoring Skills
Report Writing
Typing
Office Machines
Speed and Comprehension in Reading
Children's Literature
Instructional Materials & Media
Music in Early Childhood
Exceptional Child

CLERICAL

Second Language coursework (i.e. Spanish, Sign Language, etc.)
Accounting Principles
Prep. for Accounting/Bookkeeping
First Aid & Safety
Advanced First Aid
Ethnic Studies
Psychology
Data Processing Courses
Intro. to Business Principles
Business Machines
Typing
Shorthand
Dictation & Transcription
Business English
Filing
Business Law
Business Math
Office Practice
Business Correspondence
Business Communications Techniques
Payroll Accounting
Applied Accounting
Algebra

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Human Relations
Speed & Comprehension in Reading
Personnel Management
Spelling & Vocabulary
Elements of Supervision
Secretarial Procedures
Certified Professional Secretary Review

CUSTODIANS

Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety
Advanced First Aid
Ethnic Studies
Psychology
Spelling & Vocabulary
Plastics - Fabrication & Molding
Electrical Circuits
Drafting 1 & 2
Blueprint Reading
The Individual & the Group
Mathematics Fundamentals
Business Math
Business English & Correspondence
Algebra
Welding
Woodshop
Speed & Comprehension Reading
Record Keeping

DATA PROCESSING

Second Language coursework (i.e. Spanish, Sign Language, etc.)
Introduction to Information Systems
Program Design
Computer Programming
Word Processing
Data Base Management
Computerized Accounting Systems
Desktop Publishing
Coursework dealing with specific software applications

CHILD NUTRITION SERVICES

Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety
Advanced First Aid
Ethnic Studies
Psychology
Health Education

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Sanitation & Safety
Introduction to Child Psychology
Human Relations
Personnel Management
Spelling & Vocabulary
Math
Business Math
Algebra
Food Purchasing
Cost Accounting
Bookkeeping
Basic Food Preparation 1 & 2
Food Service Management
Food Equipment Selection, Planning and Design
Menu Planning
Quantity Cooking Foods 1
Working Functions Simplified
Nutrition
Beginning Menu Planning
Advanced Menu Planning

GENERAL COURSES

Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety
Ethnic Studies
Human Relations
Personal & Social Adjustment
Biological Science
History of California
American Government
World History
History, United States
World History & Geography
English
Literature
Introduction to Data Processing
Effective Communications
Business Communications
Personal Development
Reading Improvement
Oral Communications
Public Speaking
Speech
Technical Math
General Science
Arithmetic
Business Math
Business Data Processing
Drafting

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Music Appreciation
General Metal Working
Typing
Sociology
Individual & the Group
Shorthand
Business Law
Consumer Law
Biology
Chemistry
General Psychology
Work Simplification
Organization & Management
Elements of Supervision
Psychology for Supervision
Labor Management Relations
Race & Ethnic Relations
Effective Public Relations
Child Growth & Development
Marriage & Family
Home Management

GROUNDS

Second Language coursework (i.e. Spanish, Sign Language, etc.)
Natural Resources
First Aid & Safety
Ethnic Studies
Psychology
Agriculture
Ag. Construction
Ag Power
Landscaping
Blueprint Reading
Math
Business Math
Business English
Algebra
Spelling & Vocabulary
Personnel Management
Fundamentals of Electronics
Machine Shop
Soil & Fertilizers
Ornamental Shrubs & Trees
Landscape Design
Native Plants

MAINTENANCE

Second Language coursework (i.e. Spanish, Sign Language, etc.)

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First Aid & Safety
Auto. Controls for Maintenance Electricians
Electricity
Machinist
Advanced First Aid
Ethnic Studies
Psychology
Building Maintenance
Spelling & Vocabulary
Math
Business Math
Business English
Advanced Electrician Studies
Algebra
Maintenance Electricity
Machine Shop
Metal Work
Chemistry
Blueprint & Technical Drawing Reading
Engineer Drawing
Industrial Arts & Design
Carpentry
Woodshop
Math for the Trades
Arithmetic
Geometry
Stationary Engineering
Air Conditioning & Heating Systems
Keying & Locksmith Class
Plumbing
Personnel Management

TRANSPORTATION

Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety
Ethnic Studies
Psychology
Advanced First Aid
Automotive Systems
Electrical Systems
Auto Mechanics
Machine Shop
Driver Improvement
Math
Business Math
Algebra
School Bus Driver
Record Keeping
Report Writing
Speed & Comprehensive Reading

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WAREHOUSE

Second Language coursework (i.e. Spanish, Sign Language, etc.)
First Aid & Safety
Psychology
Spelling & Vocabulary
Advanced First Aid
Ethnic Studies
Personnel Management
Blueprint Reading
Algebra
Business Math
Driver Improvement
Bookkeeping
Speed & Comprehension Reading
Small Business Management
Typing
Filing
Data Processing
Introduction to Computers

**ARTICLE 42
SITE-BASED DECISION-MAKING**

- 42.1 Purpose: Site-Based Decision-Making (SBDM) is a joint planning and problem-solving process that seeks to improve significantly the learning environment by allowing for organizational change and educational reform.

Decision-making at the site level should be shared by staff in a collegial manner, while recognizing that the decision must conform to state and federal laws, district policy, and the collective bargaining agreements unless waivers have been granted.

- 42.2 Structure: There will be two types of councils:

42.2.1 District Steering Council: Shall be comprised of five management employees selected by the district and five non-management unit members selected by the associations. The duties and functions of this council are:

42.2.1.1 Provide assistance and information to School Site Councils in regard to SBDM.

42.2.1.2 Review School Site Council's proposed SBDM plans. Approve or reject SSC's proposed SBDM plan. (Schools will continue current practices related to categorically funded programs pending approval of their SBDM plan).

42.2.1.3 Act as an appeals board in case of disagreement at the School Site Council level (see Dispute Resolution Procedures).

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- 42.2.2 School Site Council: Any school wishing to take part in the SBDM program shall form a council to handle the responsibilities of all site funded programs (e.g. SIP, Chapter I, and site general fund).
- The School Site Council (SSC) shall be comprised of the following membership: 50% of the SSC shall be comprised of district personnel (the principal, one classified support person, and three teachers); the other 50% shall be comprised of parents and students in the middle and high schools and parents only in the elementary schools. Each group will elect its representatives to the SSC. If a SSC is going to be larger than outlined above, parity must be maintained by having district personnel making up 50% of the SSC and parents or parents and students making up the other 50% of the SSC. Representatives will be elected by their constituent groups. The principal is a member by virtue of his/her position.
- 42.3 Management Commitment: The District management team will work with the associations to develop policies that will ensure flexibility at the school sites and accountability for student outcomes using the district's curriculum standards.
- 42.4 Scope of Decisions: The following list includes only a few possible issues that could be resolved through site-based decision-making. Each site would need to examine its own unique issues and opportunities for involvement. The issues which each site considers must be approved by the District Steering Council.
- allocation of resources (i.e., school budgets, personnel) within district policies and using good personnel and business practices.
 - use of total facility, including staff workroom within the district policies and standards
 - student discipline policies/attendance policies within frameworks of current and future board policies
 - integration of curriculum within context of state frameworks and district accountability standards
 - learning strategies for special needs students using the federal, state and district guidelines
 - restructuring school day, number and time of classes, planning time within district standards, current and future board policies, and the collective bargaining agreements
 - community outreach program
 - relationships among various work groups
 - goals and objectives for the school within the standards set by the district
 - assignment of students, scheduling of classes within collective bargaining agreements and standards set by the district
 - development of standing and/or ad hoc committees as needed.
- 42.5 Dispute Resolution Procedures: If consensus does not resolve an issue, two-thirds (2/3) majority will prevail. In instances where that cannot be determined, the District Steering Council will mediate the impasse. A minority constituency may appeal to the District Steering Council. All appeals will be heard within thirty (30) days. In the case that the District Steering Council does not reach resolution, the case will be taken to the Board of Education for approval or rejection. Final authority

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to approve the SBDM program at individual sites and to request waivers from the California Department of Education is a responsibility of the Board of Education.

42.6 Implementation of Site-Based Decision-Making: Participation in SBDM is voluntary. The following guidelines shall apply:

42.6.1 One-third (1/3) of the school site staff, either full-time, part-time or itinerant, sign a petition requesting an election to participate in site based shared decision making.

42.6.2 Signed petition must be collected by the end of the first school quarter. Successful petitions must be submitted to the District Steering Council (DSC).

42.6.3 Once petitions have been certified as valid by the DSC, the DSC will set a date within the second school quarter for a school site election. The DSC will establish and publish election procedures.

42.6.4 To participate in SBDM, two-thirds (2/3) of the site personnel must approve it. If two-thirds (2/3) of a staff want SBDM, the SBDM program will apply to all members of that staff.

42.6.5 Upon an affirmative vote to participate in the SBDM program, the School Site Council shall be established as outlined above.

42.6.6 The SSC shall:

42.6.6.1 Develop a statement of intent.

42.6.6.2 Develop a plan for training the entire staff in the SBDM process. This plan will then be sent to the District Steering Council for approval or requests for modifications.

42.6.6.3 Develop guidelines for implementation including scope of SBDM at that site. This will then be sent to the District Steering Council for approval or requests for modifications.

42.6.6.4 Identify all funding sources available at that site.

42.6.6.5 Develop a system of sharing and reporting information.

42.6.6.6 Establish a timeline for planning, implementation, assessment, and revision of programs (RE: accountability and student outcomes).

42.6.6.7 Apply for waivers, if necessary.

42.6.7 Waiver Requests:

42.6.7.1 Waivers which affect contractual rights must be approved by the associations and the school board.

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- 42.6.7.2 Waivers of any aspect of the Education Code must be approved by the association, school board and the State Board of Education.
- 42.6.7.3 Site-based waivers affect only the staff of the site requesting the waiver.
- 42.6.7.4 Site-based waivers which affect contractual rights must provide for an automatic annual review of the provisions of the waiver by the District Steering Council.
- 42.6.8 Participation in SBDM may be discontinued at any time by a two-thirds (2/3) vote of site personnel.

**ARTICLE 43
PROFESSIONAL COURTESY**

- 43.1 Any bargaining unit member shall be allowed to establish residence for purposes of determining where the child of such member shall attend school in any regular education program, by (a) the actual residence of the member or the child if the child does not reside with the member, or (b) the site where the bargaining unit member is assigned to work within the District, at the employee's option.
- 43.2 In addition, bargaining unit members are granted other options to alleviate transportation, childcare and/or school preferences concerns of the employees. For purposes of this agreement, "regular education program" is defined as any program where enrollment is based on residence. "Regular education program" does not include special education programs made available under the individuals with Disabilities in Education Act (20 U.S.C. Section 1401) et seq. and Education Code Section 56000 et seq.
- 43.3 Any past practice alleged in the unfair charges or complaints in PERB Case No. LA-CE-3695 or PERB Case No. LA-CE-3696 regarding where a bargaining unit member's child could attend school within the District is hereby extinguished. The exclusive means for determining where a bargaining unit member's child shall attend school within the District shall be based on Paragraph 1 above, as well as any District policies that are made available to residents of the District in general. Children of bargaining unit members may continue to attend school at the schools they currently attend until such time as they graduate or matriculate from those schools.

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43.4 Bargaining unit member option chart.

If a bargaining unit member's worksite is in column one, they may enroll their children at their worksite or the options indicated:

ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL
Blanche Reynolds	Cabrillo	Ventura
Citrus Glen	Balboa	Buena
Elmhurst	Anacapa	Buena
E.P. Foster	De Anza	Ventura
Juanamaria	Balboa	Buena
Junipero Serra	Balboa	Buena
Lincoln	Cabrillo	Ventura
Loma Vista	Cabrillo	Ventura
Montalvo	Anacapa or Balboa	Ventura or Buena
Mound	Balboa	Buena
Pierpont	Cabrillo	Ventura
Poinsettia	Anacapa or Balboa	Buena
Portola	Anacapa or Balboa	Buena
Saticoy	Balboa	Buena
Sunset	De Anza	Ventura
Sheridan Way	De Anza	Ventura
Will Rogers	Cabrillo	Ventura
MIDDLE SCHOOL	HIGH SCHOOL	ELEMENTARY SCHOOL
Anacapa	Ventura	Elmhurst
Balboa	Buena	Poinsettia
Cabrillo	Ventura	Lincoln
De Anza	Ventura	E.P. Foster
HIGH SCHOOL	ELEMENTARY SCHOOL	MIDDLE SCHOOL
Buena	Elmhurst	Anacapa or Balboa
El Camino	Elmhurst	Anacapa
Foothill	Poinsettia	Anacapa
Pacific	Elmhurst	Anacapa
Ventura	Loma Vista	Cabrillo
OTHER SITES	ELEMENTARY SCHOOL	SECONDARY SCHOOLS
Adult Education	Montalvo	Anacapa, Balboa & Ventura
Education Service Center	E.P. Foster	De Anza & Ventura
Transportation/ESC	E.P. Foster	De Anza & Ventura
Transportation/Cabrillo	Lincoln	Cabrillo & Ventura
Transportation/Saticoy	Saticoy	Balboa & Buena
Transportation/Santa Clara	Lincoln	Cabrillo & Ventura
Project Secure	Poinsettia	Anacapa & Buena
Facilities/BHS	Elmhurst	Anacapa & Buena
Foothill Technology High	Poinsettia	Anacapa & Buena
Warehouse (Day Road)	Poinsettia	Anacapa & Buena
The following shall apply upon completion of the move of the department from their current location to the ESC		
Warehouse/ESC	E.P. Foster	De Anza & Ventura
Transportation/ESC	E.P. Foster	De Anza & Ventura
Facilities/ESC	E.P. Foster	De Anza & Ventura

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This agreement was made between the Ventura Unified School District ("District") and the Ventura Classified Employees Association in settlement of PERB Case No. LA-CE-3695 and PERB Case No. LA-CE 3696 (collectively referred to as "Unions") on January 10, 1997.

ARTICLE 44 CHARTER SCHOOLS

- 44.1 All Classified employees of any charter school within the Ventura Unified School District shall be considered as members of the Classified Service of the Ventura Unified School District and subject to all the provisions of the Contract of Agreement with the Ventura Classified Employees Association and to the provisions of the Personnel Commission Rules and Regulations.

ARTICLE 45 SEVERABILITY

- 45.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of the agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 45.2 Maintenance of Conditions: For the life of this Agreement, the District will maintain its current written policies on leaves, transfers, safety conditions, procedures for evaluations, wages, health and welfare benefits, and hours of employment, or accept these items in the contract as they have been modified during the current negotiations. The District shall also maintain current written settlement agreements between the parties to this agreement.

ARTICLE 46 SUPPORT OF AGREEMENT

- 46.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiate Process. Therefore, it is agreed that the District and the Association will support this agreement for its term and will not appear before any public bodies to seek change or improvement in any matters contained therein except by mutual agreement of the District and the Association.

ARTICLE 47 TERM

- 47.1 Except as provided elsewhere in this Agreement, the term of this Agreement shall be July 1, 2006 to and including June 30, 2009 and shall remain in effect until a successor Agreement is reached.
- 47.1.1 In both years, 2007-2008 and 2008-2009, salary and health and welfare benefits will be re-opened.

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47.1.2 In addition, each year, 2007-2008 and 2008-2009, both VCEA and VUSD will each have the option of negotiating two contract language issues.

47.1.3 In 2007-2008, VCEA may additionally choose to open Article 13—Transportation.

47.2 Successor Agreement

47.2.1 On or before July 1, 2008 either party may submit a request to negotiate a successor Agreement along with their initial proposal for such successor Agreement.

47.2.2 Negotiations pursuant to this section shall begin within five (5) days after fulfillment of the public notice requirements.

**ARTICLE 48
COMPLETION OF NEGOTIATIONS**

48.1 This Agreement contains the agreement of the parties to all existing matters. Nothing herein precludes the parties, by mutual consent, to meet and negotiate on any subject within the scope of bargaining. Neither party can demand further negotiations on any subject unless it is an express provision of this Agreement.

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APPENDIX A

PASTE-UP
PERB Certification 6-4-85

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

PASTE-UP
PERB Attachment (Page 1)

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

PASTE-UP
PERB Attachment (Page 2)

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

APPENDIX B

Section 45136. Benefits of probationary and permanent part-time classified employees

All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the classified service of the district or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year.

Except for prorating benefits for part-time employees as herein authorized, the governing board shall provide at least the same benefits for all regular employees in the classified service as it provides for the majority of such employees.

Nothing in this section shall be construed to prohibit the granting of additional benefits for some employees in recognition of nature of work, level of classification, or length of service.

This section shall not apply to employees properly designated as substitute, short-term, or limited-term employees, as defined in Sections 45103 and 45286 of this code, unless such employees are specifically included by a governing board, or by a personnel commission for those districts included under the provisions of Article 6 (commencing with Section 45240) of this chapter.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

This section shall not apply to those benefits authorized under the provisions of Article 1 (commencing with Section 53200) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code. (Stats.1976, c. 1010, Section 2, operative April 30, 1977.)

Section 45137. Fringe benefits of part-time classified employees

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136.

If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
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the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

(Stats.1976, c. 1010, Section 2, operative April 30, 1977.)

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APPENDIX C

Section 45298. Reemployment and promotional examination preference of persons laid off; voluntary demotions or reduction in time

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
(Stats. 1976, c. 1010, Section 2, operative April 30, 1977.)

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APPENDIX D

Section 45309. Reinstatement of permanent noncertificated employees after resignation

Any permanent classified employee of a school district who voluntarily resigns from his permanent classified position may be reinstated or reemployed by the governing board of the district, within 39 months after his last day of paid service and without further competitive examination, to a position in his former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status.

If the governing board elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him as, and restore to him all of the rights, benefits and burdens of a permanent employee in the class to which he is reinstated or reemployed.

(Stats.1976, c. 1010, Section 2, operative April 30, 1977.)

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

APPENDIX E

PASTE-UP
Salary Schedule/Classification Titles

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

PASTE-UP
Salary Schedule/Step and Column

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

APPENDIX F: HEALTH AND WELFARE DEFERRED COMPENSATION PLAN

Initial payment and annual payment is based on unit members' years of service as of service as of June 30, 1993, plus one year.

Initial payment and annual installment amounts shown in this appendix are for a unit member with 100% district paid benefits as of June 30, 1993. For unit members who receive less than 100% district paid benefits, initial payment and installment amounts will be pro-rated.

YEARS OF SERVICE AT 6/30/93	INITIAL PAYMENT TO BE RECEIVED AFTER CONTRACT RATIFICATION	ANNUAL INSTALLMENT UPON RETIREMENT FROM DISTRICT UNIT MEMBER WOULD RECEIVE PER YEAR FOR A TOTAL OF FIVE INSTALLMENTS	AT THE END OF FIVE YEARS UNIT MEMBER WOULD HAVE RECEIVED	THE TOTAL AMOUNT UNIT MEMBER WOULD RECEIVE FROM THIS PLAN WOULD BE
1	\$171	\$300	\$1,500	\$1,671
2	\$342	\$600	\$3,000	\$3,342
3	\$513	\$900	\$4,500	\$5,013
4	\$684	\$1,200	\$6,000	\$6,684
5	\$855	\$1,500	\$7,500	\$8,355
6	\$1,026	\$1,800	\$9,000	\$10,026
7	\$1,197	\$2,100	\$10,500	\$11,697
8	\$1,368	\$2,400	\$12,000	\$13,368
9	\$1,539	\$2,700	\$13,500	\$15,039
10	\$1,710	\$3,000	\$15,000	\$16,710
11	\$1,881	\$3,300	\$16,500	\$18,381
12	\$2,052	\$3,600	\$18,000	\$20,052
13	\$2,223	\$3,900	\$19,500	\$21,723
14	\$2,394	\$4,200	\$21,000	\$23,394
15	\$2,565	\$4,500	\$22,500	\$25,065
16	\$2,736	\$4,800	\$24,000	\$26,736
17	\$2,907	\$5,100	\$25,500	\$28,407
18	\$3,078	\$5,400	\$27,000	\$30,078
19	\$3,249	\$5,700	\$28,500	\$31,749
20	\$3,420	\$6,000	\$30,000	\$33,420
21	\$3,591	\$6,300	\$31,500	\$35,091
22	\$3,762	\$6,600	\$33,000	\$36,762
23	\$3,933	\$6,900	\$34,500	\$38,433
24	\$4,104	\$7,200	\$36,000	\$40,104
25	\$4,275	\$7,500	\$37,500	\$41,775
26	\$4,446	\$7,800	\$39,000	\$43,446
27	\$4,617	\$8,100	\$40,500	\$45,117
28	\$4,788	\$8,400	\$42,000	\$46,788
29	\$4,959	\$8,700	\$43,500	\$48,459
30	\$5,130	\$9,000	\$45,000	\$50,130
31	\$5,301	\$9,000	\$45,000	\$50,301
32	\$5,472	\$9,000	\$45,000	\$50,472
33	\$5,643	\$9,000	\$45,000	\$50,643
34	\$5,814	\$9,000	\$45,000	\$50,814
35	\$5,985	\$9,000	\$45,000	\$50,985
36	\$6,156	\$9,000	\$45,000	\$51,156
37	\$6,327	\$9,000	\$45,000	\$51,327
38	\$6,498	\$9,000	\$45,000	\$51,498
39	\$6,669	\$9,000	\$45,000	\$51,669
40	\$6,840	\$9,000	\$45,000	\$51,840

**CONTRACT OF AGREEMENT BETWEEN THE VENTURA UNIFIED SCHOOL DISTRICT
AND THE VENTURA CLASSIFIED EMPLOYEES ASSOCIATION; 2006-2009**

Agreed to this 5th day of December, 2006.

Chief Negotiator, VUSD

Ventura Classified Employees Assoc.

Superintendent, VUSD

Ventura Classified Employees Assoc.

President, Board of Education, VUSD

Ventura Classified Employees Assoc.

Ventura Classified Employees Assoc.

Ventura Classified Employees Assoc.

Ventura Classified Employees Assoc.

Ventura Classified Employees Assoc.

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