

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

AND



**TEAMSTER UNION, LOCAL 150
FOOD PROCESS WORKERS, WAREHOUSEMAN, AND
HELPERS IN SACRAMENTO, AND PUBLIC, PROFESSIONAL,
AND MEDICAL EMPLOYEES**

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2017

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ARTICLE I - UNION CERTIFICATION AND RECOGNITION

1 **UNION CERTIFICATION**

1.1 The California Public Employment Relations Board has certified the Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative for the supervisory classified nonmanagement employees in the following bargaining unit:

1.1.1 The Operations Unit

The Operations Unit includes the following job classes:

1.1.1.1 School Plant Operations Manager I

1.1.1.2 School Plant Operations Manager II

1.1.1.3 School Plant Operations Manager III

1.1.1.4 Facility Operations Specialist

1.1.1.5 Operations Specialist

1.2 **UNION RECOGNITION**

1.2.1. Therefore, the District recognizes the Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative for the bargaining unit listed in Section 1.1.1 above.

1.3 **EXCLUSIONS**

1.3.1 Employees in the above classifications who are serving in short-term substitute or short-term temporary capacity are excluded from the bargaining unit.

1.3.1.1 All management, non-supervisory, and confidential employees.

1.4 **NEGOTIATIONS ONLY WITH UNION**

1.4.1. The District agrees not to meet and negotiate with any classified

supervisory employee organization other than the Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters, for the duration of this Agreement. Furthermore, the District agrees not to negotiate with any classified supervisory employee individually during the duration of the Agreement on matters within the scope of negotiations as specified in the Educational Employment Relations Act (Government Code §§3540 et seq.)

1.5 BOARD RECOGNITION

1.5.1 The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

1.6 UNION REPRESENTATION OF BARGAINING UNIT EMPLOYEES

1.6.1 The Union agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than classified supervisory employees in the bargaining unit.

1.7 NEW JOB CLASSIFICATIONS

1.7.1 The District agrees to notify the Union of the need for any new job classifications created in the District. The District further agrees to meet and negotiate in a timely manner with the Union regarding the appropriate salary rate and the bargaining unit designation to which the job class will be assigned.

1.7.2 When a new regular job classification is created, the District will establish the temporary rate of pay. The permanent rate of pay, when agreed upon by the District and the Union and ratified by the Board of Education, shall be effective retroactively to the date of assignment.

ARTICLE 2 - DEFINITION OF TERMS

- 2 "THE RODDA ACT OR ATHE ACT OR SB 160" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 2.1 "REGULAR SUPERVISORIAL EMPLOYEE" means an employee who has probationary or permanent status.
- 2.2 "PROBATIONARY SUPERVISORIAL EMPLOYEE" means an employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
- 2.3 "PERMANENT SUPERVISORIAL EMPLOYEE" means an employee who has completed a probationary period in a regular position in the classified service, and who is employed for an unlimited period of time, subject to District policies.
- 2.4 "LONG-TERM TEMPORARY SUPERVISORIAL EMPLOYEE" means an employee who is appointed to a position other than a regular position for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, Board-granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time.
- 2.5 "SHORT-TERM TEMPORARY SUPERVISORIAL EMPLOYEE" means any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- 2.6 "SHORT-TERM SUPERVISORIAL SUBSTITUTE" means a person who is employed to fill a regular Board-authorized position due to the absence of a regular employee for a period of less than six (6) months.
- 2.7 "LONG-TERM SUPERVISORIAL SUBSTITUTE" means a person who is employed to fill a regular Board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, Board-granted holidays, and earned vacation.

- 2.8 "LIMITED-TERM SUPERVISORY ASSIGNMENT" means a permanent or probationary employee who is transferred to a position of limited duration or replaces another employee on leave of absence. The employee retains his/her basic employment classification during the course of such assignment.
- 2.9 "FULL-TIME SUPERVISORIAL EMPLOYEE" means a member of the unit who is assigned to work eight (8) hours per day.
- 2.10 "EXCLUSIVE REPRESENTATIVE" means the Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters.
- 2.11 "UNION" means Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters.
- 2.12 "TEAMSTER'S LOCAL 150" means Teamsters Local Union 150, Food Process Workers, Warehousemen, and Helpers in Sacramento, and Public, Professional and Medical Employees, Affiliated with International Brotherhood of Teamsters.
- 2.13 "DISTRICT" means the Sacramento City Unified School District.
- 2.14 "BOARD" means the Governing Board of the Sacramento City Unified School District.
- 2.15 "SUPERINTENDENT" means the Superintendent of the Sacramento City Unified School District.
- 2.16 "SITE ADMINISTRATOR" means the principal or administrator of one (1) or more schools or departments with total responsibility to manage all affairs of the school(s) or department(s) including general control and supervision of all certificated and classified employees assigned to serve in the school(s) or department(s).
- 2.17 "SCHOOL YEAR" means the yearly period from July 1 to June 30.
- 2.18 "DISTRICT SENIORITY" means the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or permanent position including all time in

paid status (vacation, holidays, sick leave, etc.), authorized, unpaid leaves of less than thirty (30) days, and time spent on unpaid leaves for Union business, excluding any service which ended in termination if the employee was not rehired within one (1) year after the termination.

- 2.19 "DISTRICT SENIORITY-LAYOFF" means total time of service including years of service prior to July 1, 1971, and after July 1, 1971, all hours in paid status as set forth in the Education Code.
- 2.20 "OPERATIONS MANAGER" means the manager or managers designated by the District to hire, fire, transfer, promote, or otherwise assign members of the bargaining unit in accordance with this Agreement and applicable policy or procedures.
- 2.21 "CLASSIFIED SUPERVISORIAL EMPLOYEE" means any classified employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to assign work to and direct employees, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of confidentiality and independent judgment.
- 2.22 Other definitions applicable to a specific article are included in the appropriate article and shall not be construed to have a meaning outside that article.

ARTICLE 3 - UNION RIGHTS

3.1 PRINTING AGREEMENT

3.1.1 The District and the Union agree to have this Agreement printed after it has been ratified by both parties.

3.1.2 The cost of printing shall be shared by the parties.

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new employees in the bargaining unit.

3.2 UNION STEWARDS

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

3.3 STEWARD PRESENCE

3.3.1 The Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee. If the Union steward is not available, or the Union steward is the aggrieved employee, the chief steward may be requested by the aggrieved employee to be present.

3.3.2 The Union steward shall have the right during regular working hours to a reasonable amount of released time to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 NUMBER OF STEWARDS

3.4.1 Stewards will be selected to represent a site which is not the site to which he/she is assigned.

3.4.2 The Union shall select five shop stewards from the Operations Unit.

3.4.2.1 Any additional stewards will be mutually agreed to by the Union and the District during the life of this Agreement.

3.4.3 The Union shall select three (3) alternate stewards from the Operations

Unit. Alternate stewards shall have no authority if the shop steward is present and available.

3.4.4 The Union shall select one chief steward for the present bargaining unit.

3.4.5 Lists of Stewards and Posting

The Union shall annually submit to the District a list containing the names of Union stewards. Such lists will be kept current. The Union will post the name of the shop steward on the site or school employee bulletin board.

3.5 **UNION STAFF ACCESS**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to nonworking time. Nonworking time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

3.5.1.2 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.

3.5.1.3 The Union will be provided access to employee bulletin boards at each school and administrative site.

3.5.1.4 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.

3.5.1.5 The District agrees to assign a mailbox for the shop steward at that steward's worksite.

3.6 **RELEASED TIME FOR EMPLOYEES**

3.6.1 The Union shall be allowed released time for up to five (5) bargaining unit employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay.

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office. Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from the bargaining unit with no loss of pay to attend an annual Union convention.

3.7 **UNION REQUESTS FOR INFORMATION**

3.7.1 The District agrees to provide to the Union on a monthly basis, a complete list of the names, job titles, work sites, work phone numbers, and mailing addresses of all bargaining unit employees.

3.7.2 The names of all employees assigned duties within the bargaining unit and/or any vacant position along with the date such position was vacated, shall be provided to the Union each month. Costs for providing such lists will be reimbursed to the District by the Union.

3.8 **NONDISCRIMINATION**

3.8.1 No employee, supervisor, or member of management shall unlawfully be discriminated against by the District or the Union because of race, creed, color, nation origin, sex, age, marital status, sexual orientation, physical handicap, Union activity, or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative, or member shall intimidate or coerce any employee, supervisor, or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to sexual harassment as defined in District policy.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 **UNION MANAGEMENT COMMITTEE**

Upon mutual agreement, the parties may agree to meet on a monthly or

quarterly basis for the purpose of resolving items of mutual concerns which affect bargaining unit members.

3.10 **UNION/MANAGEMENT COMMITTEES**

3.10.1 Whenever a District wide committee, task force, hot team, and/or any other factfinding or fact gathering group invites participation of bargaining unit members, the Union shall be contacted in advance of the committees formation and shall be allowed a reasonable period of time, not to exceed ten (10) working days, to appoint bargaining unit members of its choosing to the committee. If the Union fails to appoint bargaining unit members of its choosing within a reasonable period of time, not to exceed (10) working days, the District shall be allowed to seek voluntary bargaining unit members of its choosing. Unless otherwise mutually agreed to between the parties, a bargaining unit member shall not serve on more than two (2) committees, task forces, hot teams, etc., at any one time.

ARTICLE 4 - DISTRICT RIGHTS

4.1 DISTRICT POWERS AND RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

4.1.1 To determine and administer policy.

4.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.

4.1.3 To delegate to the superintendent and other legally appointed officers the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs.

4.2 LIMITATIONS OF DISTRICT RIGHTS

The exercise of the foregoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 5 - UNION SECURITY

5.1 DUES AUTHORIZATION

Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Union dues.

5.2 DUES DEDUCTION

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Union and the Board.

5.3 MAINTENANCE OF MEMBERSHIP

The Union and the District agree that any unit member who is a member of the Union, or who enrolls during the term of this Agreement, shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates.

5.4 AGENCY FEES

5.4.1 Any unit member who is not a member of the Union, or who does not make application for membership within thirty days of the operative date of this Article, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Union to ensure that such fee is legally determined and legally appropriate.

The fee shall be payable to the Union in one lump sum cash payment within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) calendar days the operative date of this Section.

In the event that a unit member does not pay such fee directly to the Union or qualify as an objector exempt from the fee, the Union shall so inform the District in writing certifying these facts and the correct amount of the fee owed. Following the receipt of any such certification, the District shall begin automatic payroll deduction as provided in Education Code Section 45168, subject to other legal constraints and under the procedures set forth

in this Article.

- 5.4.2 Any unit member who is a member of an organization group, or religious body whose traditional tenet, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or socially support the Union except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.
- 5.4.3 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or supporting employee organizations pursuant to Section 5.4.2 above, shall be made on an annual basis to the Union and District as a condition of continued exemption from the provisions of Section 5.4.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.
- 5.4.4 The District shall notify the Union when a unit member has complied with the filing requirements required by Section 5.4.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Union may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.4.1. During any such legal proceedings, Section 5.6.1 (hold harmless) shall be fully applicable.
- 5.4.5 Any unit member making charitable contributions as set forth in Sections 5.4.2 and 5.4.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5.5 **GENERAL DUTIES**

- 5.5.1 With respect to all sums deducted by the District pursuant to Sections 5.1

and 5.4 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or nonmembership in the Union, and indicating any changes in personnel from the list previously furnished.

5.5.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.

5.5.3 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.6 **HOLD HARMLESS AND INDEMNITY**

5.6.1 The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of these agency fee provisions of this Agreement or their implementation. The Union agrees to pay any damage judgment rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

ARTICLE 6 - COMPENSATION

6.1 SALARIES

- A. For 2007-08, the parties agree to the following considerations:
 - 1. 2007-2008 – The salary schedules and related stipends will increase by 1.5 % effective June 1, 2008.
- B. For 2008-09, the parties agree to the following considerations:
 - 1. 2008-2009 – For the 2008-09 school year bargaining for compensation will be reopened if the final state budget results in more or less funds for the district's General Fund than budgeted in the 2008-09 adopted budget.
- C. The Parties agree to extend the termination date of the Agreement through June 30, 2009.
- D. The Parties agree to open on two non economic articles for the 2008-09 year and may open on additional articles be mutual agreement.
- E. The Parties agree that for the 2009-10 school year the entire contract may be opened by March 2009.

6.1.2 Should any other bargaining unit receive a greater salary schedule increase for either the 2003-2004 or the 2004-2005 school years, without a corresponding contract change, cost reduction, or other event triggering an ongoing savings to the general fund, then Teamsters shall receive the same percentage increase.

- 6.1.3 (a) For the 2014-2015 school year, salary schedules will increase by two percent (2%) effective July 1, 2014.
- (b) For the 2015-2016 school year, salary schedules will increase by one percent (1%).

- 6.1.4 (a) Effective July 1, 2015, Teamsters salary schedules will increase by an additional 2.5 percent.
- (b) Effective January 1, 2016, Teamsters salary schedules will increase by an additional 2.5 percent.

6.2 **SHIFT DIFFERENTIAL**

Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five (5) percent of their regular rate.

- 6.2.1 An employee receiving shift differential compensation shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.3 **WORKING-OUT-OF-CLASS PAY**

When an employee is required to perform duties of an established position of higher classification for any period of time which exceeds three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range, or in an amount which provides an increase of one (1) step above the employee's present salary rate, whichever is greater.

When an employee is required for more than three (3) consecutive days to perform duties which are outside of his/her classification and are of a classification of equal or lesser salary, the employee shall be entitled to the grievance process.

6.4 **REPAYMENT OF MONEY OWED TO THE DISTRICT**

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.4.1 through 6.4.6 of this article following.

- 6.4.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck, and shall include the language set forth in Section 6.4.2 and 6.4.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in an amount equal to, and in like manner and duration as, the amount of overpayment per check. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ten (10) consecutive paychecks). Nothing in this section shall preclude an employee and the

District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

- 6.4.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the debt owed, to the Deputy Superintendent, Business Services, for consideration.
- 6.4.3 If the employee disputes the decision of the Deputy Superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the Deputy Superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one (1) member chosen by the District, one (1) member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.4.1.
- 6.4.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.
- 6.4.5 In all cases, neither the District nor the employee shall be precluded from pursuing legal constituted methods for resolution of a dispute regarding the debt.
- 6.4.6 The District shall compensate employees in accordance with provisions of this agreement and applicable statutes.

6.5 **LOST CHECKS**

- 6.5.1 Employees paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within twelve (12) working days of notification by the employee to the District Payroll Section. The replacement check shall reflect the amount of the undelivered check.
- 6.5.2 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll, or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds (Education Code 45167).

6.6

LONGEVITY PAY

Refer to the salary schedule under Appendix A of this agreement for relevant amounts based on years of service.

ARTICLE 7 - FRINGE BENEFITS

7.1 MEDICAL COVERAGE

7.1.1 (a) The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special Emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.

(b) Effective the date of this executed tentative agreement, the District's contribution toward the cost of unit member health benefits shall be increased from 95% to 100%. Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.

7.1.1.1 2002-2003, 2003-2004, and 2004-2005 For Active Employees

From 7/1/02 to 6/30/05 the District will contribute to a Section 125 Plan, for each eligible employee, an amount up to the Kaiser Active (single, two party, or family) benefit level plus an amount equal to the District's contribution for dental and vision. Of that amount, \$16 will be allotted specifically for health premiums. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the employee.

7.1.1.2 For Retired Employees

All current and prospective eligible retirees shall also become members of CalPERS for the provisions of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with the contract. The remaining funds are discretionary for the purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover cost of eligible benefits less than \$16.

7.1.1.3 During the 2013-2014 school year, the District initiated a bidding process for the purpose of providing all eligible employees with affordable,

appropriate value, health care coverage. The District agrees to hold Teamsters members harmless, ensuring that their co-pays and/or other out of pocket expenses, related to any changes and health providers, will not increase until December 31, 2015. The District and Teamsters shall reopen negotiations regarding health insurance coverage in sufficient time to ensure an orderly open enrollment process for the 2016 calendar year.

7.1.2 Open Enrollment/ Switching

7.1.2.1 There shall be either an annual "open enrollment" or switching period during which time an active or retired employee may change or amend his or her carrier and/or dependency status-in accordance with CalPERS.

7.1.2.2 In the event that health provider (i.e. medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 DENTAL CARE

7.2.1 The District agrees to offer the current dental plan for eligible employees and eligible dependents.

7.2.2 The District agrees to pay the cost of premiums for dental coverage according to the following schedule:

Eligible Employees - 100%
Eligible dependents - 75%

7.3 LIFE INSURANCE

7.3.1 The District agrees to maintain the current life insurance program.

7.4 VISION CARE

7.4.1 The District agrees to offer Vision Care Service, Plan E, \$10 deductible for eligible employees and eligible dependents.

7.4.2 The District agrees to pay the cost of premiums for vision coverage for eligible employees and dependents at 100% of the composite rate listed by VSP.

7.5 Employee Assistance Program

The District shall contract with a third party vendor to provide a

comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Union at least thirty (30) days notice before said change or cancellation.

7.6 SINGLE COVERAGE REBATE

The formula for the single coverage rebate shall be as follows:

7.6.1 Monthly cash refund amounts for single health care coverage shall be calculated to be (1) twenty-five (25%) percent of the lowest single premium rate in effect on January 1 of each year for that health plan provider and (2) for all other providers, fifteen (15%) percent of the average of all single premium rates in effect on January 1 of each year.

7.7 ELIGIBILITY FOR BENEFITS

Supervisory employees who are represented by this bargaining unit will be eligible for benefits.

7.8 BENEFITS WHILE ON LEAVE

7.8.1 Employees who are absent because of illness or injury, and who have exhausted accumulated paid leaves, shall continue to be covered by fully paid insurance coverage for one (1) full year from date of illness or injury.

7.8.2 Employees who are absent because of illness or injury, and have been placed on the 39-month reemployment list under Section 12.2.6.7 shall be permitted to receive full insurance coverage by remitting to the District the entire insurance premium payments during the period of time the employee is on the 39-month reemployment list.

7.8.3 Employees on Board approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the premium payment for medical insurance to CalPERS and remit dental and vision premiums to the District.

7.8.4 When an employee with at least five (5) complete years PERS credit has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise up to one (1) year.

7.8.5 The District shall continue to pay health insurance premium for the surviving dependents of an employee with at least five (5) complete years PERS credit who dies while in service. The premiums will be paid for twelve (12) months from the date the death occurs.

7.9 RETIREE BENEFITS

- 7.9.1 The District agrees to pay the medical insurance premiums (up to CalPERS Kaiser single or otherwise required under the contract) for employees who retired on or after the date the bargaining unit was certified by the Public Employment Relations Board as follows:
- 7.9.1.1 Employees with more than nine (9) years of consecutive District service as of May 21, 1996, are entitled to the retiree benefits under this section 7.9 provided such employee has reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement. Employees covered by this section 7.9.1.1 must elect a Medicare Risk Program when they have reached sixty five (65) years of age.
- 7.9.1.2 Employees with less than nine (9) years of consecutive District service as of May 21, 1996, shall be entitled to the retiree benefits of this section 7.9 provided such employee has reached fifty-five (55) years of age and had at least ten (10) consecutive years of service with the district immediately prior to retirement. Employees covered by this section 7.9.1.2 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age. The District will pay up to single Kaiser Risk or HealthNet Risk rate, whichever is higher.
- 7.9.1.3 Employees hired on or after May 21, 1996, shall be entitled to 100% of the retiree benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least twenty (20) consecutive years of service with the District immediately prior to retirement.
- 7.9.1.4 Employees hired on or after May 21, 1996, shall be entitled to 50% of the benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least ten (10) consecutive years of service with the district immediately prior to retirement. The benefit of this section 7.9.1.4 is contingent upon the retiree paying the remaining balance of the premium when due.
- 7.9.1.5 Employees covered by section 7.9.1.3 and 7.9.1.4 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age.
- 7.9.2 Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuing service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium.
- 7.9.3 Retirees who elect to take the benefit provided in Section 7.9 above, will have the option of paying the premium for dental, life, and/or vision care, or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of

either the health and accident plan and/or the dental and life plans or the vision care plan.

7.9.4 It will be the retiree's responsibility to make application for enrollment for the benefits described in Section 7.9 above. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in Section 7.9.1 above.

7.9.5 Eligible employees who retire with five (5) or more and less than ten (10) years of PERS credited service immediately prior to retirement and receiving a PERS retirement check may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: one withdraws their retirement monies, they are not eligible for CalPERS benefits, even if vested).

ARTICLE 8 - HOURS

8.1 WORKDAY

8.1.1. Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight except for School Plant Operations Managers I working at night where a workday begins at the starting time which the District assigns to an employee and ends twenty-four (24) hours later.

8.1.2 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within a twenty-four (24) hour period. All School Plant Operations Managers will be full-time.

8.1.3 Reduction in Hours

No regular employee shall have his/her Board assigned permanent hours reduced except by layoff or voluntary demotion.

8.1.4 Additional Hours

If an employee is required to begin work or continue work after his/her regularly scheduled work period or to take work home, such time shall be compensated for at the appropriate rate of pay.

8.2 WORKWEEK

8.2.1 Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday except for School Plant Operations Manager I's working at night where a workweek begins at the starting time which the District assigns to an employee on his/her initial workday each week and ends 168 hours later.

8.2.2 Basic Workweek

The basic workweek for full-time workers shall consist of five (5) consecutive days of work (Monday through Friday) and two (2) consecutive days off (Saturday and Sunday).

8.3 **WORKYEAR**

8.3.1 All members of the bargaining unit will have the following workyear schedules between July 1 and the following June 30: twelve (12) months of approximately 242 days of service.

8.4 **OVERTIME**

8.4.1 Definition

8.4.1.1 Full-Time Employee

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) workday or forty (40) hours in one (1) workweek. An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.

8.4.2 Authorization of Overtime

Overtime must be authorized by the responsible supervisor or administrator. Notification must be given in advance of the time worked whenever practicable to give advance notice.

8.4.3 Computation of Overtime

For the purpose of computing the number of hours worked, time during which a worker is excused from work and is in a paid status because of holidays, vacation, sick leave, or other paid leaves of absence shall be considered as time worked by the employee.

8.4.4 Overtime

The District agrees to provide a minimum of four (4) hours of overtime pay for regular employees who are doing the work of absent employees provided the employees work the additional four (4) hours.

8.4.5 If the employee is required to return to work on a Saturday, Sunday, or holiday, the employee will be afforded the opportunity to work a minimum of four (4) hours, if work is available.

8.4.6 Time off in Lieu of Overtime - Compensatory Time Off (CTO)

8.4.6.1 The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the

employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1.5) hours of compensatory time for each hour worked.

8.4.6.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

8.4.6.3 Upon transfer of an employee, any compensatory time will be transferred with the employee.

8.4.6.4 It is understood that the compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

8.4.6.5 In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

ARTICLE 9 - ASSIGNMENTS

9.1 WORK ASSIGNMENTS

9.1.1 School Plant Operations Manager Assignments.

9.1.1.1 The District agrees to provide permanent School Plant Operations Manager I's regular school/site assignment as soon as practicable, unless he/she voluntarily agrees to an unassigned position.

9.1.1.2 Differential pay assignments shall be made by the site administrator following a consideration of:

- (a) all transfer requests on file with operations, and
- (b) existing eligibility lists.

Selection shall be from among the three (3) most senior District employees.

9.1.1.3 (a) For 2014-2015 school year and thereafter, the required days of service shall increase by three (3) service days. This increase in service days shall reflect the restoration of three (3) furlough days, to be included on the 2014-2015, 2015-2016 and 2016-2017 calendar.

(b) Twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for appropriate time off.

9.2 VEHICLE USE

The District shall reimburse employees who are requested by the site administrator or designee to travel from one District school site to another District site. The rate of reimbursement for required use of vehicles shall be the Internal Revenue Code recognized maximum reimbursement.

Use of personal vehicles to conduct District business, with the exception of monthly or emergency meetings called by Operations, will be on a voluntary basis.

9.3 UNIFORMS

9.3.1 While unit members are not required to wear a uniform, they shall be appropriately dressed.

9.3.2 The District agrees to provide photo identification badges for all School

Plant Operations Manager I's, II's, and III's. Bargaining unit employees shall be required to wear I.D. badges while in the service of the District.

9.4 **TOOLS**

The District agrees to provide to all employees all tools required for use in the course of their duties.

9.5 **PHYSICAL EXAMS**

When employees are required to have medical examinations as a condition of continuing employment, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor.

9.6 **WORKSHIFT ASSIGNMENTS**

Plant managers shall, with the concurrence of the site administrator, designate a work schedule for all plant managers, custodial, pool, floor maintenance, and utility workers at their site. Schedules will include normal hours of work, work days, work weeks, and work sites. Personnel assigned to schedules may be reassigned with the concurrence of the site administrator and notification to the appropriate operations personnel.

9.7 **WORK SCHEDULES**

9.7.1 **Changes in Work Schedules**

Except in cases deemed an emergency by the District, two (2) weeks when feasible, advance written notice of a change in work schedule will be given affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.

9.8 **REST PERIODS**

The District shall provide eight (8) hour employees with two (2) fifteen minute break periods.

9.9 **LUNCH PERIOD**

An unpaid uninterrupted lunch period of at least (30) minutes will be granted employees. In those cases where the site administrator or operations manager or their designee requires an employee to remain on duty during his/her lunch period, such employee will be compensated for the lunch period at the rate of 1-1/2 times his/her regular rate of pay.

ARTICLE 10 - HOLIDAYS

10.1 HOLIDAYS

10.1.1 Eligibility-Designated Holidays

All probationary and permanent bargaining unit employees shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

10.1.2 Eligibility, Board-Granted Holidays

(The following sections apply to the day after Thanksgiving, all of winter vacation, two (2) days during spring vacation).

All probationary and permanent bargaining unit employees are entitled to the day after Thanksgiving, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

All probationary and permanent employees are entitled to the winter and spring recess holidays, provided they are normally required to serve during the winter and spring recess periods, and they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays. For purposes of determining eligibility for the two (2) days during spring vacation, if the employee is in a paid status immediately preceding and succeeding the spring vacation period, the employee will be considered as being eligible for those holidays.

10.2 HOLIDAY PAY

10.2.1 Holiday Pay-Full Time

All eligible probationary and permanent bargaining unit employees shall receive holiday pay at his/her regular rate of pay.

10.2.2 Holidays Designated

January 1 - New Year's Day
January 15 - Martin Luther King Day
February 12 - Lincoln's Day
Third Monday in February - Washington's Day
Last Monday in May - Memorial Day
July 4 - Independence Day
First Monday in September - Labor Day
November 11 - Veterans' Day
Fourth Thursday in November - Thanksgiving
December 25 - Christmas

10.2.3 Holidays - Board Granted

- a. Wednesday before and day after Thanksgiving Day.
- b. Winter vacation.
- c. Two (2) days during spring vacation.

10.2.4 Holidays - Observance

If a recognized holiday falls on Sunday, the following Monday is to be considered a holiday. If a recognized holiday falls on a Saturday, the preceding Friday is a holiday.

ARTICLE 11 - VACATIONS

11.1 VACATION ALLOWANCE

Vacation Rate

Years of service	Days per year
1 - 14	20
15 or more	22

11.1. After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

11.2. PAY FOR EARNED VACATION

11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to twelve (12) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

11.2.4 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling vacation. If a twelve month employee is prohibited from utilizing his/her vacation during the school year (July 1 to June 30), any vacation days over and above the maximum accrual shall be paid to the employee after the end of the school year in which it was accrued and not taken. The Parties agree to work collaboratively to identify options in addressing the current vacation accruals beyond the contract limit and to minimize the District's unfunded liability.

11.3 COMPUTATION OF VACATION TIME

11.3.1 Vacation time shall be computed on the basis of hours of paid status.

11.3.2 In determining increased vacation benefits, prior service of an employee who resigns and is reemployed within one (1) year shall be counted.

11.4 **VACATION SCHEDULING**

11.4.1 Vacations for personnel may be taken at any time upon approval of the appropriate site administrator. Although the preferences of employees are to be considered in scheduling vacations, there must not be a conflict with the needs of the District. No vacation request will be unreasonably denied, provided the request is made at least two (2) weeks in advance of commencing vacation.

11.4.2 No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.

11.4.3 Earned vacation is to be taken within twelve (12) months following earning except that after the completion of five (5) years of service with the District a maximum of fourteen (14) days may be accumulated.

11.4.4 Vacation time cannot be used by employees for periods of less than one-half (2) day.

11.4.5 Accrued vacation can be transferred from one employee to another.

11.4.6 All School Plant Operations Managers shall be allowed to take up to five (5) vacation days during the Aregular school year (i.e., while students are in session). The use of these vacation days during the school year shall require at least two (2) weeks advance notification and shall not be grouped in amounts greater than two (2) days absent a mutual agreement between the bargaining unit member and the site or unit administrator. The parties recognize that the operational needs of the site or administrative unit shall be a consideration and a factor in determining whether or not to allow the vacation days to occur at any particular time during the regular school year. This provision will sunset on June 30, 2000 unless renegotiated otherwise.

11.5. **HOLIDAY WHILE ON VACATION**

If a holiday occurs during an employee's vacation period, such employee shall be compensated for that day as a holiday.

11.6 **ILLNESS WHILE ON VACATION**

In the event an employee on vacation becomes ill, the employee may contact his/her supervisor and report the illness, if the employee wishes to have the illness charged to sick leave rather than vacation leave, the employee shall notify his/her supervisor in writing of such request.

ARTICLE 12 - LEAVES

12.1 DEFINITION

12.1.1 An employee is absent or on leave when not performing duties as assigned by an authorized official of the District. An employee is not considered absent or on leave if officially authorized to perform duties at places other than its/her usual place of assignment. Such authorized assignments are not to be reported as absences.

12.1.2 The immediate family is defined to include spouse, children, parents, grandparents, sisters, brothers, parents in law, sons in law, daughters in law, grandparents in law, sisters in law, brothers in law, aunts, uncles, nieces, nephews, foster children, step children, step parents, adopted children, foster parents, legal guardians, grandchildren of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentus.

12.2 SHORT-TERM LEAVES

All requests for short-term leaves of absence shall be made in advance orally to the immediate supervisor or unit administrator, except for "duty with the Armed Forces" and "Personal" which must be requested in advance, in writing, on forms provided by the District. During a short-term leave of absence, the District shall continue to pay for group insurance programs provided the employee is in a paid status.

12.2.1 Educational Organization Leave

Any employee who holds state or national office in a recognized state or national organization other than the exclusive representative devoted to the improvement of public education including related support services may be authorized to be absent, without loss of pay, in order to perform the necessary duties of the office, provided no other expense to the District shall be involved, as follows:

12.2.1.1 A maximum of ten (10) working days for the office of president;

12.2.1.2 A maximum of five (5) days for the office of vice president, secretary, treasurer, local delegate, or member of the board of directors.

12.2.2 Bereavement Leave

Four (4) days, or five (5) days if travel in excess of 250 miles is required, on full pay shall be granted to each probationary and permanent classified

employee in the event of the death of each and every member of the immediate family. If travel over 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was necessary.

12.2.3 Duty with the Armed Forces Leave

A short-term leave of absence shall be granted to any employee who is a member of the Reserve Corps of the United States or of the National Guard or Naval Militia for a period not to exceed 180 calendar days during any one (1) fiscal year. Such leave will be granted only upon presentation of official orders from military organizations to the employee seeking leave. Any such employee who has been employed by the District not less than one (1) year or who has a combination of District service and recognized military service of not less one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive his/her full District compensation as such employee for the first thirty (30) calendar days of such absence-provided, however, such salary or compensation is limited to only thirty (30) calendar days of pay for military leave of absence during any one (1) fiscal year.

12.2.4 Emergency Leave

A maximum absence of one (1) day with full pay during any one (1) school year shall be authorized for the sudden and unexpected illness or injury requiring the presence of the permanent or probationary employee for emergency care or attendance of an ill or injured member of the immediate family.

12.2.4.1 Teamsters and the District agree to meet in order to establish a Catastrophic Leave Program with guidelines mutually agreed upon.

12.2.5 Imminent Death Leave

12.2.5.1 Three (3) days per year on full pay shall be granted to each probationary and permanent employee in case of the serious illness or accident, with death imminent, of each member of the immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of the attending physician, specifically stating that death was imminent.

12.2.5.2 A maximum of two (2) days leave with deduction only of the amount required to pay a substitute shall be granted to probationary and permanent classified employees in addition to each leave granted for imminent death, if the days are necessary for travel or for the settlement of legal or family

problems.

12.2.6 Industrial Accident or Illness Leave.

12.2.6.1 All permanent and probationary personnel shall be granted industrial accident or illness leave with full pay for each such accident or illness, provided that the number of days taken does not exceed sixty (60) days on which service was required. Employees shall be eligible for such leave on and after the first day of required service.

12.2.6.2 Industrial accident or illness is defined as illness or injury which qualifies under State Worker's Compensation Insurance as being work connected, and is verified by a physician.

12.2.6.3 Industrial accident or illness leave shall commence on the first day of absence, shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award, and shall not be accumulated from year to year.

12.2.6.4 Upon termination of such leave of absence, the employee shall be entitled to regular sick leave benefits, provided that if temporary disability indemnity is continued, he/she may take only as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary. In such cases, for each day of absence the employee's accumulated sick leave credits shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

12.2.6.5 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.

12.2.6.6 When entitlement to sick leave benefits is exhausted, if worker's compensation is still being received, an employee may elect to use any vacation, compensated time off, or other available leave provided by law or action of the Board, with the same provisions for reduction in such benefits and endorsement of disability payments as listed above.

12.2.6.7 When all entitlement to benefits outlined above, including health leave is used, if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When physically qualified and available, during the thirty-nine (39) month

period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. When an employee has been placed on a reemployment list and has been medically released for return to duty, failure to accept an appropriate assignment results in a waiver of reemployment rights.

12.2.7 Jury Duty

12.2.7.1 Any employee shall be granted the necessary time off when required for jury duty. An employee absent for jury duty will receive the difference between regular pay and the jury duty pay.

12.2.7.2 Employees shall notify their supervisor immediately upon receiving notice of jury duty.

12.2.7.3 In those cases where an administrator feels that the absence for jury duty would entail undue hardship on the public, the administrator may request an exemption from the Jury commissioner. Requests should be submitted in writing.

12.2.8 Leave for Childbirth

A one (1) day leave with pay shall be granted to a permanent or probationary employee giving birth to a child and shall not be charged to sick leave, vacation, or any other paid absence.

A one (1) day leave with pay shall also be granted to a permanent or probationary employee to be with his wife at the birth of a child for not more than one (1) full day unless a physician verifies that his presence for a longer period is necessary, in which case the employee shall be eligible for emergency leave.

12.2.9 Personal Leave

12.2.9.1 Short-Term

Short-term leaves without pay may be granted for the personal convenience of any employee at any time, subject to the following conditions:

12.2.9.1.1 They shall be of the shortest duration necessary to accomplish the desired objective but not less than one-half (1/2) day, and shall not exceed a total of ten (10) days in any fiscal year except by approval of the assistant superintendent, Human Resource Services.

12.2.9.1.2 Short-term leaves may be granted to any steward, Union officer(s), Union

executive board member, or employees designated as Union delegates for Union business, when requested by the business representative of the Union and approved by the superintendent's designee for employee relations.

- 12.2.9.1.3 They shall be granted only where the demonstrated need cannot be fulfilled outside the regular duty hours.
- 12.2.9.1.4 The recommendation of the employee's principal or other administrator in charge is required, along with verification that the absence will not seriously affect the program.
- 12.2.9.1.5 When a substitute is required, the leave shall be granted only if a qualified substitute is available.
- 12.2.9.1.6 Upon approval of the Personnel Services Office, the leave may be granted for any of the following reasons: (a) To attend to legal matters involving the employee or his/her family; (b) to attend to matters relating to the health or safety of the employee or his/her family; (c) to attend meetings, conferences, or conventions of organized groups devoted to civic, educational, social, or cultural improvement for which full or part pay is not provided; (d) to be married or attend weddings of members of the family or intimate friends; (e) to attend ceremonies honoring members of the employee's family, (f) to take examinations to meet other requirements for advanced training or professional improvement; (g) to attend to urgent matters affecting the employee's economic well-being; (h) to attend funerals or to be with members of the employee's family or intimate friends in times of bereavement, serious illness, or other crises in those cases where other leaves provided for this purpose are not available; (i) to keep doctor's or dentist's appointments which cannot be arranged during off-duty hours.
- 12.2.9.1.7 Leave shall not be granted for any of the following reasons:(a) To seek or engage in outside remunerative business; (b) to attend functions solely for the employee's pleasure; (c) to extend holiday or vacation periods for personal convenience; (d) to accompany a spouse on a trip when such travel is not otherwise authorized by these rules; (e) engaging in a strike demonstration, picketing, lobbying, rally, march, sick-out, or any other activities related to work stoppage.
- 12.2.9.1.8 Exceptions to any of the above may be made only with express approval of the superintendent or the Board.
- 12.2.10 Quarantine

Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick-leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick-leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.

12.2.11 Religious Observances

Leaves shall be granted to probationary and permanent employees with part pay for not more three (3) days in any school year for the observance of religious holidays.

12.2.12 Subpoena Leave

A maximum absence of three (3) days leave with full pay during any one (1) school year is authorized to all employees for an involuntary subpoena in a hearing before a judge or in a case before a court of law, provided such emergency leave of absence shall be verified by a copy of the subpoena order. Any compensation received by employee shall be given to the District.

12.3 **LONG-TERM LEAVES**

Applications for long-term leaves of absence must be made on forms provided by the Personnel Services Office, and are subject to approval by the Board.

No member of the bargaining unit shall be granted more the equivalent of two (2) fiscal years of long-term leaves of absence for any reason in the ten-year period commencing with the beginning day of the first long-term leave. When a leave is in excess of one year, the employee shall be transferred to unassigned status with no right to return to their previous assignment.

During unpaid long-term leaves of absence, the District will not pay for group health, life, and accident insurance. However, the employee may make arrangements with the District Employee Benefits Office to continue coverage by making direct payment of premiums.

Employees granted long-term leaves of absence must give written notice

no less than thirty (30) days before the expiration date of the leave regarding intention to return.

12.3.1 Educational Improvement

A leave without pay may be granted to an employee who has completed three (3) consecutive years in the District for a period not to exceed eighteen (18) months to participate in educational or specified courses of study if determined by the Personnel Services Office to be in the best interests of the District. Such leave shall require official documentation of the nature of the proposed project.

12.3.2 Military Leave

Any permanent or probationary employee who enlists or is drafted into the recognized military forces of the United States shall be granted a leave of absence for such military service without pay. Employees reinstated after military leave expires shall be entitled to all benefits accumulated prior to enlistment and seniority accrued during enlistment.

12.3.2.1 Duration of Leave

Military leaves of absence shall be terminated ninety (90) days from the date of release from active service or within six (6) months after any rehabilitation afforded by the United States or the State of California following such military service. Upon presentation of photostatic or certified copies of discharge papers or official documents showing the date of entry and date of release from active service, such employees shall be reinstated to their former position.

12.3.3 Parental Leave

12.3.3.1 Parental leave is available to all permanent employees without pay, except for the sick leave described below. In addition to childbearing, infant care duty subsequent to childbirth and adoption constitute valid reasons for taking a leave. While on parental leave, the employee's position shall be held for him/her, subject only to regulations involving involuntary transfers because of surplus positions or reductions in force.

12.3.3.2 Within not less than twenty (20) working days prior to the date the parental leave is desired, an employee shall file in the Classified Personnel Services Department an application form which shall specify the beginning and ending dates of the requested leave. If the requested leave is for pregnancy, the application form shall be accompanied by a written statement by the employee's physician specifying: 1) The expected date of

confinement, and 2) the length of time she can continue working safely.

12.3.3.3 Parental leave may be granted for up to the balance of a fiscal year and may be extended in quarterly increments up to a maximum of two (2) years. Extended leaves of this type may be granted only to one (1) parent in those cases where both parents are employees of the District.

12.3.3.4 During the parental leave, illness or disability related to childbirth for which accumulated sick leave could be used under District regulations will be paid upon proper application and certification by a physician.

12.3.3.5 In case of terminated pregnancy, an employee may return to service prior to the expiration date of the leave if she so desires and a position for which she is qualified is open, and upon the written statement of a physician that the employee is physically able to perform her normal duties. When the District is able to identify a position, the employee will be assigned temporarily to that position until such time as the employee's regular position becomes available.

12.3.4 Family Leave

Unit members will be provided benefits under both the Family Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq., and the California Family Rights Act (CFRA), Government Code 12945.2 and 19702.3. An unincorporated summary of those benefits is attached as attachment A. This Section shall not be subject to arbitration under Article 18 of this Agreement, but may be appealed to the appropriate governmental agency. The Leave provisions herein will be modified to the extent necessary to conform to the provisions of the FMLA and CFRA as those Acts may be changed, modified, or amended from time to time.

12.3.5 Long-Term Personal Leave

Long-term leaves without pay may be granted by the Board upon the recommendation of the superintendent or the assistant superintendent, Human Resource Services, for the personal convenience of employees who have completed three (3) consecutive years in the District, subject to the following conditions:

12.3.5.1 They shall not be granted for less than three (3) months nor more than one (1) year.

12.3.5.2 They shall not be granted unless a qualified substitute is available.

12.3.5.3 Personal convenience leaves shall not be granted to permit an employee to accept other employment unless in the opinion of the superintendent or

designee it would be in the best interests of the District for the employee to do so.

12.3.6 Peace Corps

An employee who has completed three (3) consecutive years of service in the District may be granted a leave of absence for Peace Corps service. The leave without pay will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service. When such leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving but not necessarily the same position. Year-for-year salary credit will be granted for such experience if it is properly verified to be primarily a job classification similar to that to which the employee returns.

12.3.7 Leave for Union Business

12.3.7.1 Upon written request by the Union, the District agrees to grant unpaid leaves for Union business.

12.3.7.2 No more than three (3) employees may be on leave for Union business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave will be granted for a period of time less than six (6) months or in excess of two (2) years.

12.4 **SICK LEAVE**

12.4.1 Sick Leave for Personal Illness

12.4.1.1 Sick leave is earned by all probationary and permanent employees at the rate of one day for each calendar month of service with an annual maximum of thirteen (13) days. A calendar month of service shall be defined as no less than seventy-five percent (75%) of the required working days of any calendar month for an employee.

12.4.1.2 The number of days of sick leave a classified employee is eligible to earn during a fiscal year shall be available to him/her at any time during the fiscal year.

12.4.1.3 Any employee who leaves the service of the District, after having used more sick leave days than have been earned, shall have a deduction made in the due for each excess day. In case no salary is due, such employee at the time of termination of service shall be billed for repayment of pay

received for unearned sick leave.

- 12.4.1.4 Sick leave may be accumulated from year to year without limit.
- 12.4.1.5 Upon retirement, unused sick leave shall be counted in computing retirement benefits according to Public Employees Retirement System regulations.
- 12.4.1.6 An employee, while on unpaid leave of absence, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the leave.
- 12.4.1.7 In case an employee severs all official connection with the District and is reemployed within thirty-nine (39) months of termination, all unused sick leave credits on file at the close of the prior employment period shall be reinstated.
- 12.4.1.8 For personal illness absence of any employee exceeding seven (7) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to providing notice of such illness as provided for in 12.4.1.12. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.
- 12.4.1.9 Nothing shall prevent the Superintendent or the Associate Superintendent, Human Resource Services from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.
- 12.4.1.10 A classified supervisory employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which he/she is entitled under 4.1.1, and 4.1.4 above. Such days of paid sick leave in addition to those allowed under 4.1.1, and 4.1.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacations, or compensating time to which the employee is entitled; but no half-pay sick leave shall be allowed until full-pay sick leave has been exhausted.
- 12.4.1.11 An employee may use sick leave for medical/dental appointments in increments of one (1) hour or more. The portion of sick leave used shall only cover the amount of time the employee was actually absent from his/her worksite for the appointment unless a substitute has been retained.
- 12.4.1.12 Except as provided for in 12.4.2, an employee must notify the District in a manner determined by the site administrator, of any absence due to illness or injury at least one hour before the scheduled work day on the day that

each absence occurs, unless the employee has already provided such notice for that work day(s), or unless the employee is on an attendance control plan.

12.4.2 Sick Leave for Personal Necessity

12.4.2.1 Leave of absence, not to exceed nine (9) days per fiscal year at the employee's election, may be used for any of the following. Prior approval shall not be required, except to give as much notice as possible to the employee's principal or on-site administrator in charge so that a substitute may be obtained. Such notice shall be given in a manner mutually agreed upon between the employee and the principal or on-site administrator in charge.

12.4.2.1.1 Death, accident, or illness involving the employee's immediate family, other relatives, or close friends; accident involving the employee's personal property, or the personal property of his/her immediate family, or other relatives.

12.4.2.1.2 Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; not less one (1) full day of leave may be used for this purpose.

12.4.2.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

12.4.2.1.4 To attend weddings, anniversaries, reunions, funerals, and high school and college graduations honoring members of the employee's immediate family.

12.4.2.1.5 To attend to legal or business matters necessary for the well-being of the employee or a member of his/her immediate family.

12.4.2.1.6 To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the District which cannot be scheduled during off-duty hours. (In such cases, the employee shall attach to his/her Employee Absence Report satisfactory written evidence of the requirement.)

12.4.2.2 Sick leave for personal necessity may not be used for any of the following: attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience, or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by these regulations; seeking or engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities related to

work stoppage or political campaigning.

12.4.2.3 The employee's election to use his/her sick leave credits for any allowable purpose shall be indicated on the Employee Absence Report which shall be attached to the Payroll Section's copy of the Monthly Absence Report of Regular Employees. The Employee Absence Report form shall show the reason for the personal necessity leave as listed in 4.2.1.1 through 4.2.1.6 above, on the reverse side. On the day of return the employee shall sign the form.

12.5 **ABUSE OF LEAVE PROVISIONS**

If it is unquestionably established through documentation and/or first-person testimony the employee has abused the leave privilege, he/she may be subject to salary deduction and/or disciplinary action.

ARTICLE 13 - TRANSFERS/PROMOTIONS

13.1 DEFINITIONS

13.1.1 A voluntary transfer is one which is initiated by the employee and involves a change in work location without a change in classification.

13.1.2 An involuntary transfer is one which is initiated by the administration and involves a change in work location without a change in classification.

13.1.3 For the purpose of this article, a vacancy is any new or existing opening in the bargaining unit.

13.1.4 Included among compelling reasons shall be the Boards adopted affirmative action policy.

13.1.5 A position exchange is one which is initiated by two (2) permanent employees and involves a change in work location without a change in classification.

13.2 NOTICES OF VACANCY

13.2.1 Notices of Vacancy shall be handled by the Personnel Services Office as follows:

13.2.1.1 Notices of Vacancy shall be posted in a common area in each school and administrative site and a copy shall be mailed to the Union.

13.2.2 Notices of Vacancy will be used to announce a specific opening and to establish a substitute pool for short-term absences. However, the substitute pool shall not be used to fill a permanent job vacancy.

13.2.3 Notices of Vacancy shall be posted for a minimum of ten (10) working days.

13.2.4 Notices of Vacancy shall be numbered in order of issuance.

13.2.5 Vacancies which are anticipated to last less than six (6) months may be posted at the discretion of the District.

13.2.6 A Notice of Vacancy shall not be required for a vacancy which must be utilized in effecting administrative transfers.

13.2.7 A list of personnel transactions approved by the Board shall be sent to

Union.

13.3. **TRANSFERS -- VOLUNTARY**

13.3.1 A permanent bargaining unit employee may request a transfer for each numbered Notice of Vacancy by submitting a classified application. Referred employees will only be subject to the interview process.

13.3.2 **Voluntary Transfer Interviews**

The site shall interview all applicants referred. Through the interview process the site administrator may determine that none of the referred candidates are deemed best qualified for their site. The site administrator maintains the discretion to select or not select all referred candidates.

13.3.3 Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.

13.3.4 Unsuccessful applicants may make a written request for explanation to the Personnel Services Office. Such requests will be answered in writing within fifteen (15) working days from the date the request is received by Classified Personnel Services.

13.3.5 Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself for any reason within thirty (30) calendar days of beginning his/her assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours to which they were employed immediately prior to the transfer.

13.3.6 **Position Exchanges – (Voluntary – No Vacancy)**

Any permanent bargaining unit member may request a Position Exchange in location as long as it's within the same classification, hours (i.e. same amount of hours scheduled per day on a daily basis) and work calendar with another permanent bargaining unit member in the District. Both unit members shall agree in writing and submit their Position Exchange application to their respective administrators in charge. The Position Exchange application shall be considered by both site administrators at their discretion. Upon approval by both site administrators, documentation of the completed agreement (signed by both permanent bargaining unit members and by both site administrators) shall be submitted to the Human Resource Services Department for review and

final approval. The Position Exchange is not final until approved by Human Resources. Position Exchanges shall be deemed essential and necessary in the best interest of the District.

13.4 **TRANSFERS -- ADMINISTRATIVE**

13.4.1 In cases where changes are deemed essential and necessary in the best interest of the District, the assistant superintendent, Human Resource Services, or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.

13.5 **PROMOTIONS**

13.5.1 A promotion is a reassignment from a position in one class to a position in another class having a higher maximum rate of pay.

13.5.2 Equal opportunity for advancement shall be extended to all qualified employees in the District.

13.5.3 All positions for School Plant Operations Manager Is, IIs and IIIs shall be promotional only. Current permanent District custodians and School Plant Operations Managers will be considered.

13.5.3.1 The position of Facility Operations Specialist will be filled in accordance with Attachment D of this agreement.

13.5.4 Interview and Selection Procedure

13.5.4.1 Within a reasonable period of time, following the final filing date for any Notice of Vacancy the Personnel Services Office shall do the following:

- (A) Screen the applicants for minimum qualifications as indicated in the classification specification.
- (B) Administer appropriate test and/or other screening procedures as deemed necessary.
- (C) Written exams shall be used to measure aptitude, knowledge, and ability. All exams shall be given as group testing. A test score of 75% and higher shall be deemed a passing score and the applicant shall be moved forward. Applicants at 74% or lower shall be notified in accordance with Section 13.3.5.
- (D) Those applicants scoring 75% and better shall be referred to the site by Human Resource Services in rank order, highest score first, with the test score added onto the interview rating sheets. The

applicants shall be referred in groups of at least six (6) but no more than ten (10). The Human Resource Services Office shall include into the interview rating sheets of the referred groups a total District years of service point value equal to the years of service multiplied by .333 rounded to the nearest full year.

- (E) The site shall interview all applicants referred. If, through an interview process, the site administrator determines that none of the referred candidates are deemed best qualified for their site the administration shall be referred to the next group of candidates in the method as provided in Section [D] above. Provided, however, that the Site Administrator maintains the discretion to select or not select all referred candidates.

13.5.4.2 Employees who have promoted to a position outside of the bargaining unit shall not be allowed to return to the bargaining unit after one (1) year without reapplication.

13.5.5 Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.

13.5.6 Unsuccessful applicants may make a written request for explanation to the Human Resource Services Office. Such requests will be answered in writing within fifteen (15) working days from the date the request is received by the Human Resource Services.

13.6 **NOTICE OF RESULTS**

District employee candidates who are interviewed may, when the District's job application web site has the capability, keep track of the position's vacant status on the internet. Employees interviewed will be notified in writing fifteen (15) working days after their interview concerning their status of the position. The District will notify in writing employees who were interviewed of the position being filled within ten (10) working days after the successful candidate is notified of his/her selection.

13.6.1 District employee candidates who fail to pass the qualifying exam or are not referred out for interview shall be notified in writing within ten (10) working days after failing the exam or after not being referred to an interview.

13.7 **SENIORITY**

The date of hire in classification shall determine the successful applicant if

there is a tie in overall score, as determined in Section_13.5.4.1.

13.8 **PROBATIONARY TRAINING PERIOD**

Any employee selected for a promotion shall serve a probationary period of one (1) work year.

13.8.1 An employee who fails to complete successfully his/her promotional probationary period shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

13.9 **VOLUNTARY DEMOTION**

An employee may request in writing to the Personnel Services Office a voluntary demotion. A voluntary demotion would include a change to a classification with a lower maximum salary range.

ARTICLE 14 - PERFORMANCE EVALUATIONS

14.1 PURPOSES OF PERFORMANCE EVALUATIONS

14.1.1 There shall be several major purposes of the performance evaluation system:

14.1.1.1 The identification, reinforcement, and improvement of skills, attitudes, and abilities which will result in better performance for classified employees.

14.2 RESPONSIBILITY FOR EVALUATIONS

14.2.1 The responsibility for the formal evaluation of bargaining unit employees assigned to a specific school or other administrative unit rests with the principal or administrator in charge. Such evaluation is to be based upon observation of the employee's work, spaced over a sufficient period of time to allow for an adequate sampling of the employee's performance.

14.2.2 The District shall designate the appropriate persons in 2.1. above.

14.3 EVALUATION SCHEDULE

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for one (1) workyear. If a long-term substitute or temporary employee is appointed as a probationary employee to the same position, or to another position in the same class which he/she held as a substitute or temporary employee, the time served in the long-term substitute or temporary status shall be counted in computing the completion date of the probationary period provided there is no break in the service of such employee.

14.3.1.2 Within thirty (30) calendar days of election by the Board to a permanent position, each classified employee shall meet with the principal or administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of 90 calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period unless mitigating circumstances delay the process.

14.3.1.3 Should an employee's first probationary evaluation be unsatisfactory, the

employee shall be provided at least one (1) special evaluation prior to receiving his/her final probationary evaluation.

14.3.2 Permanent Employees

All permanent employees shall receive a regular evaluation once every two (2) years according to the following schedule:

14.3.2.1 An employee whose social security ends in an even number shall be evaluated in even years.

14.3.2.2 An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.

14.3.2.3 Even or uneven years refer to the year in which school year ends (e.g., 1987-88 is an even year).

14.3.2.4 Each permanent employee shall be afforded a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or his/her principal or administrator may wish to include in the evaluation.

14.4 **EVALUATION REPORTS**

14.4.1 Forms

14.4.1.1 All performance evaluations shall be made on forms which are mutually agreed to by the parties. Forms will be determined within six months following signing of this agreement.

14.4.2 Special Evaluations

14.4.2.1 Additional reports may be submitted on probationary and permanent employees whenever the employee's supervisor feels such reports will contribute to improvement of performance.

14.5 **EVALUATION PROCEDURES**

14.5.1 Evaluation Conference

14.5.1.1 Prior to completion of the final evaluation, the employee and his/her principal or administrator shall meet to review the content of the evaluation as well as the evaluation's recommendations and conclusions.

14.5.2 Signing the Evaluation

14.5.2.1 The evaluation report shall be signed by the employee to indicate receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3 Employee Response

14.5.3.1 The employee shall have ten (10) working days to respond in writing to his/her immediate supervisor or unit administrator on any area of the evaluation. Written responses from the employee shall be permanently attached to the evaluation.

14.5.4 Correcting Deficiencies

The responsibility for correcting deficiencies is a mutual responsibility between the employee and the supervisor or unit administrator. If the evaluation is less than satisfactory, the supervisor or unit administrator shall take positive steps to assist in the correction of any cited deficiencies. Such action may include specific written recommendations for improvement as well as assistance in implementing such recommendations.

14.6 **APPEALS**

When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal within ten (10) working days from the date of review of such evaluation. The appeal shall be processed through administrative channels to the Associate Superintendent, Human Resource Services or his/her designee who shall investigate all facts and obtain such evidence as is necessary, and make a final decision within fifteen (15) working days from the date of the appeal.

14.6.1 Procedures agreed to in this article shall be subject to the grievance procedure as set forth in Article 18 in this agreement.

ARTICLE 15 - PERSONNEL FILES

15.1 INSPECTION OF FILES

15.1.1 Personnel files include those maintained by principals or other administrators involved in employee evaluation, as well as files maintained by the Human Resource Services Department.

15.1.2 Only those materials placed in Human Resource Services files may serve as a basis for affecting an employee's status of employment. Such fees are to be made available for inspection as provided herein.

15.1.3 Inspection of an employee file shall be made by the employee or by an authorized representative of the employee. Said authorization shall be submitted to the Human Resource Services Office, in writing, dated and signed by the employee or by the authorized representative on behalf of the employee. An employee is not required to make an appointment to inspect his/her personnel file. Personnel files shall be available for inspection at any time during regular business hours of the Human Resource Services Office, and shall be inspected in the presence of a designated employee. Employees working on the day shift may, once every six (6) months, be granted a reasonable amount of release time to inspect their files, if needed. The time shall be mutually agreed upon by the site administrator affected, the Human Resource Services staff, and the employee.

15.1.4 An employee or authorized representative may receive copies of any materials contained in their personnel file at 10 cents per copy.

15.2 DEROGATORY MATERIALS; APPEAL PROCEDURES

15.2.1 Documents of a derogatory, critical, or negative nature shall not be placed in the employee's personnel file until the employee is personally served the document(s) or the document is mailed to the employee's address of record. The employee may file a **written** response to the document(s) if s/he does so within ten (10) working days of the service of the document(s). An employee on medical leave or on vacation for more than 21 consecutive working days shall be given 30 working days from the service of such document to respond. If the employee does not respond in writing, the document or material may be filed on the tenth (10th) working day following the date the employee was served in the manner described above, or on the thirtieth (30th) working day for those on medical leave or vacation as provided for above. The employee's timely written response or comment, if any, shall be attached to the original document.

15.2.2 An employee has the right to appeal the contents of a document of a derogatory, critical, or negative nature. Said appeal must be filed with the supervisor or administrator who initiated the document within ten (10) working days following the date the employee received said document. The supervisor or administrator shall meet with the employee within ten (10) working days concerning any request for reconsideration of the contents of such a document in an attempt to resolve the appeal informally. If the employee is not satisfied with the result of the informal appeal, he/she may then appeal the contents of said document to the Associate Superintendent, Human Resource Services within ten (10) working days of filing a written response to the document.

An appeal, conducted by the Associate Superintendent, Human Resource Services or designee, shall be held within twenty (20) working days of the date the appeal was filed. The document in question shall not be placed in the employee's personnel file until a decision has been rendered to place the document in the employee's personnel file. If the appeal favors the employee, the questioned document shall be rendered null and void and shall not be placed in the employee's file. The decision rendered upon the appeal shall be final and binding and shall be within twenty (20) working days and shall not be a subject of the grievance procedure.

15.2.3 Once a document is placed in a personnel file specifying discipline for a specific offense, other documents may not be filed which would extend the discipline for that same offense; filed disciplinary documents may be used when disciplinary action is being taken on subsequent offenses.

15.2.4 A single incident of conduct which is the subject of a document of a critical, derogatory, or negative nature, an oral warning, a written reprimand, a suspension for three (3) or fewer days with or without pay, shall not be the basis in whole or in part of a special performance evaluation unless at least sixty (60) working days have elapsed between the discipline imposed and the special performance evaluation. This sixty (60)-day period is intended as a time during which the employee may demonstrate correction of the conduct which gave rise to the discipline.

15.2.5 An incident which results in an informal reprimand or warning can be followed by a written document from the employee's immediate supervisor, detailing the subject and date of said reprimand or warning for placement in the employee's personnel file. An employee shall have the right to appeal procedures stated in Section 2.2 of this Article.

15.2.6 The person who causes materials to be placed in the personnel file shall sign and date them. Anonymous documents, letters, or other materials shall not be placed in the file.

- 15.2.7 An employee may elect to be represented at each appeal level provided in Article 2.2 by a representative from the union.
- 15.2.8 An employee may request a special evaluation after one (1) year from placement of documents of derogatory, critical, or negative nature. Such evaluation would be attached to such documents.
- 15.2.9 Documents of a derogatory, critical, or negative nature may be removed from the employee's personnel file within twenty-four (24) months if no further incidents of a similar nature recur and the parties mutually agree to such removal.

ARTICLE 16 - SAFETY

16.1 Safe Conditions

16.1.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

16.1.2 Joint Responsibility - CAL/OSHA

The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions, and the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor.

16.2 Safety Committee

The parties agree to form a District-wide Safety Committee for members of the bargaining unit in order to insure a more constructive employer/employee recognition of the importance of a safe working environment and work conditions.

16.2.1 The Safety Committee shall make recommendations to the superintendent's designee. The Safety Committee shall research, identify, and prioritize such recommendations based on a majority vote of a quorum of the committee. Recommendations shall include documented findings supported by authoritative evidence identifying the safety problem/hazard. Extensive use shall be made of recognized and authoritative agencies (e.g., CAL/OSHA, State Department of Industrial Relations, Sacramento Safety Council, Schools Insurance Authority, California Federation AFL/CIO, etc.). The Superintendent's designee shall provide a written response stating the District's position regarding the committee's recommendation(s) within 30 days of receipt of such recommendation.

16.2.2 The Safety Committee shall meet monthly during the academic year, or scheduled as needed, to review and make recommendations on the following items:

- (1) Accident reports filed by employees during the intervening period to review the cause and develop a follow-up procedure for correction, if possible.
- (2) Reports filed by employees or others of alleged safety deficiencies or problems.
- (3) Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks and the responsibility of employees concerning safety practices.

16.2.3 **COMPOSITION OF COMMITTEE**

The Safety Committee shall be composed of a designated number of representatives of management, not to exceed eleven (11).

16.2.4 The Safety Committee shall be composed of eleven (11) classified representatives as follows:

- a. Police Officers Unit-- one (1) employee
- b. Aides-Paraprofessional Unit--one (1) employee
- c. Operations-Support Services Unit--four (4) employees:
 - (1) Custodian--one (1) employee
 - (2) Food Service--one (1) employee
 - (3) Maintenance/Tradesman--one (1) employee
 - (4) Transportation--one (1) employee
- d. Office-Technical Unit--one (1) employee
- e. Union--one (1) staff representative or one (1) designated Union steward from SEIU.
- f. The Operations Unit-- two (2) School Plant Operations Managers
- g. Union--one (1) staff representative as the one (1) designated Union steward from Teamsters.

16.2.5 Employees will be allowed reasonable release time to attend scheduled Safety Committee meetings.

16.3 **SAFETY EQUIPMENT**

16.3.1 The District agrees to provide protective clothing for safety reasons for employees as dictated by the nature of their work to be performed and the materials used.

16.4 **SAFETY CLASSES**

16.4.1 The District agrees to compensate any employee who is required by the District to attend safety classes and first-aid classes, outside of his/her normal workday.

16.4.5 **PERSONAL PROPERTY**

The District shall reimburse employees for any damage or destruction of clothing or other items of personal property, except vehicles and money brought in and removed each day while on duty in the school/site, on the school/site premises, or at a District-sponsored activity as per District policy.

16.6 **ASSAULT**

16.6.1 In case of assault or assault and battery, the District shall advise the assaulted party and shall assist, if possible, the affected employee.

16.6.2 Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the employee upon request.

16.7 **ACCIDENT REPORTS**

In case of an accident on the job, the District shall make available the necessary accident reports and assist the employee to complete these forms.

16.8 **EMERGENCY PROCEDURES**

Each classified supervisory employee shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.

16.9 **PROCEDURES FOR LOITERERS**

The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school/site to every member of the bargaining unit, and copies shall be posted in prominent locations at the school/site.

ARTICLE 17 - PROFESSIONAL GROWTH PROGRAM

17.1 PURPOSE

The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and for obtaining training within the employee's current occupational area.

17.2 ELIGIBILITY

All probationary and permanent employees are eligible to participate. This does not include temporary, short-term, or substitute employees, although such personnel may take coursework to be "stockpiled" in the event they are later elected on a regular basis.

17.3 METHODS OF CREDIT

17.3.1 College, University, and District-Sponsored Courses or Workshops

In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for course work taken from any of the following:

17.3.1.1 Four-year colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.2 Universities accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.3 Junior or community colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.4 District-Sponsored In-Service Courses or Workshops

17.3.2 Conferences or Training Programs

In-service growth credit may be earned through hours of service or attendance from any of the following:

17.3.2.1 Adult Education Programs

17.3.2.2 Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

17.3.2.3 Special training programs/conventions/workshops:

17.3.2.3.1 Private firms

- 17.3.2.3.2 Private schools (business)
- 17.3.2.3.3 Trade Union programs
- 17.3.2.3.4 Recognized community resources groups
- 17.3.2.3.5 Other governmental organizations
- 17.3.2.4 Credit shall be given for these activities, which may be combined, on the following basis:

Total Hours Of Attendance or Effort	Semester Unit Equivalents
15	1/2
30	1
45	1-1/2
60	2

- 17.3.2.5 Participation in such activities must be certified in writing by appropriate officials on forms provided by appropriate officials on forms provided by the Personnel Services Office.

17.3.3 Travel

- 17.3.3.1 Credit may be authorized for approved travel which can be demonstrated to have benefit and a direct relationship to the employee's current assignment at the rate of one (1) semester unit per each week of such travel to a maximum of three (3) semester units.

- 17.3.3.2 Determination of credit shall be based upon a written report which shall contain a daily itinerary, a statement of the educational values derived, and an appraisal of how the travel contributed to the employee's professional improvement as it relates to his/her duties and responsibilities and general education.

17.3.4 Special Projects and Study

- 17.3.4.1 Credit may be authorized for completion of special projects and study which can be demonstrated to have benefit and a direct relationship to the employee's current assignment and general education.

- 17.3.4.2 Projects include, but are not limited to:

- 17.3.4.2.1 Individual study

- 17.3.4.2.2 Special research projects
- 17.3.4.2.3 Visitations or observations
- 17.3.4.2.4 Educational materials
- 17.3.4.3 Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself, or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work of this type which is performed during an employee's regular duty hours.

17.4 APPROVAL PROCEDURES

- 17.4.1 All requests for prior approval of professional growth credits for proposed courses, programs, travel, or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the director, Human Resource Services.
- 17.4.2 Approval by the Associate Superintendent, Human Resource Services or designee is required, prior to beginning any professional growth activities except for those activities listed in Section 17.3.1.; however, prior approval is advised before taking any professional growth activity, since it provides protection to the employee against taking a course and later finding that it is not acceptable for salary credit.
- 17.4.3 **Plans for Professional Growth**

Plans for professional growth which include more than one (1) course or other activity listed in 3. 1., 3.2., 3.3., and 3.4. may be submitted to the classified personnel director for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.
- 17.4.3.1 **District Sponsored Training Programs (Enhanced Professional Growth)**
Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program. The District will make a good faith effort to indicate on class schedules or announcements that the class is recognized for EPG Credit or Enhanced Professional Growth.

17.5 **RESTRICTIONS**

17.5.1 Job-Related Courses

At least fifty percent (50%) of the professional growth credits (24 units) shall be directly related to the employee's duties as defined by job classification specifications and/or up to twenty five percent (25%) of the professional growth credits (12 units), may be related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2 General Education Courses

Up to twenty five percent (25%) of the professional growth credits (12 units) may be "general education" units which shall be certified as appropriate by the Associate Superintendent, Human Resource Services or designee. Courses which are a vocational, hobby type, or are taken for personal pleasure or amusement are not certifiable.

17.5.3 No On-Duty Credit

Professional growth credits cannot be given for courses or activities undertaken while an employee is required to be on duty.

17.5.4 Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit. Job-related and general education units may be earned in any order up to the maximum number of units established in 17.5.1 and 17.5.2.

17.5.5 Courses Taken Prior to Adoption

No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.

17.6 **SALARY ALLOWABLE**

Effective July 1, 1998 the compensation per unit of allowable credit and maximum number of units shall be increased as indicated below:

0 – 6.5	\$6
7 – 13.5	\$7
14 – 20.5	\$8
21 – 48.5	\$9
49 – 60	\$10

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit.

Units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per (16) hours of training. There shall be a joint labor/management committee for the purpose of determining needs of bargaining unit members for District/Union in-service training. The committee shall consist of two (2) Teamsters unit members plus a business representative and two (2) District representatives.

All units are subject to approval in accordance with Article 17.

- 17.6.1 No salary credit shall be granted until the employee has served three (3) full consecutive years in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted as consecutive.
- 17.6.2 After three (3) years served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to nine (9) units.
- 17.6.3 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.
- 17.6.4 Verification of units earned for in-service salary credit shall be submitted as they are earned to the Human Resource Services Department. Twice annually, on September 1 and April 1, the Human Resource Services Department will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. The determination of eligibility for salary schedule credit for any units submitted by August 1 or March 1 will be paid within sixty (60) days from each deadline. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.
- 17.6.5 No less than one-half (2) unit of credit may be submitted at any one time.

17.7 **APPEAL PROCEDURES**

- 17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Associate Superintendent, Human Resource Services or designee, may appeal such decisions to the Professional Growth Program Appeal Committee. The Committee will be

selected within 30 days following the filing of an appeal with the Office of Employee Relations. Members of the Committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource Services or designee, who shall chair the committee and who shall vote only in the event of a tie. The chair shall not be the employee whose denial is the subject of the appeal. Members of the Committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees only from the Union.— The decisions of the appeal committee shall not be subject to the grievance procedure.

The decision of the Committee must be appealed by the employee to the superintendent or designee within 30 days following the date of the Committee's decision. The superintendent or designee shall review the written record of the appeal committee. Any designee selected by the Superintendent shall not have served as a member of the Committee which considered the appeal. The superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The Superintendent or his/her designee has sixty (60) days following the receipt of an appeal to respond. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.

ARTICLE 18 - GRIEVANCE PROCEDURES

18. PURPOSE

18.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the lowest administrative level, solutions to problems which may from time to time arise concerning the welfare and working conditions of those covered under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

18.2 DEFINITIONS

18.2.1 A "grievance" is a written claim by one or more named employees or the Union of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement which has an adverse effect on the grieving employee or group of grieving employees.

18.2.2 A grievance shall not include and this grievance procedure shall not apply to any of the following:

18.2.2.1 Any matter upon which the District is without authority to act;

18.2.2.2 Any discharge, dismissal, or layoff of a member of the unit;

18.2.2.3 Any attempt to alter or change this Agreement;

18.2.2.4 The evaluation of members of the unit, except for alleged violations of procedural matters;

18.2.2.5 Claims of discrimination by reason of age, race, religion, color, sex, sexual orientation, or national origin where there are adequate state and federal administrative and judicial remedies available for redress of such claims.

18.2.3 A "working" day is any day during which a member of the unit is required to render service to the District.

18.2.4 A "grievant" is a person or persons or the Union asserting a grievance and who is (are) a member(s) of the unit.

18.3 LIMITATIONS PERIOD

18.3.1 No grievance shall be recognized unless the grievant has made a verbal request for an informal Level 1 conference in accordance with Section 18.4.1 below within thirty (30) working days after the grievant knew or reasonably should have known of the first act, occurrence, event or circumstance alleged to constitute the grievance.

18.4 **INFORMAL PROCEDURE**

18.4.1 A grievance shall be discussed orally with grievant's appropriate administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled wherein the grievant shall explain the problem and suggest possible solutions. If a conference is not held within five (5) working days after a verbal request, the grievant may proceed with a formal Level I. Solutions reached at Level I shall not establish a precedent. The grievant has the right to Union representation during the informal conference.

18.4.2 Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Upon request, settlements shall be reduced to writing.

18.4.3 If the grievant is not satisfied with the proposed resolution after the informal conference, the grievant may invoke the formal grievance procedure, as outlined below, by filing a written Level I grievance with his or her principal or unit administrator.

18.4.4 The written Level I grievance shall be upon a form provided by the District and shall include the following:

- (a) A detailed description of the specific grounds of the grievance including names, dates and places necessary for an understanding of the grievance;
- (b) A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated; misinterpreted or misapplied;
- (c) A request for a formal Level I meeting, if so desired; and
- (d) A listing of specific actions requested of the District which will remedy the grievance.

18.5 **FORMAL PROCEDURE**

18.5.1 Level I

18.5.1.1 Either party may request a Level I meeting after a timely and properly filed Level I grievance request. The Level I meeting should be held within ten (10) working days after filing the written Level I grievance. The grievant has the right to Union representation during the Level I meeting.

18.5.1.2 All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise.

18.5.1.3 If no settlement is reached during the Level I meeting, the principal or unit administrator shall send a written decision to the grievant and the exclusive representative within ten (10) working days following the Level I meeting. If no Level I meeting is held, the principal or unit administrator shall send a written decision to the grievant and the exclusive representative within ten (10) working days of receipt of the written Level I grievance.

18.6 LEVEL II

18.6.1 If the grievant or the Union is not satisfied with the disposition of the grievance at Level I, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within ten (10) working days of the receipt of the written Level I decision. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting.

18.6.2 The written Level II grievance shall include the following:

- (a) A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;
- (b) A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated; misinterpreted or misapplied;
- (c) A listing of specific actions requested of the district which will remedy the grievance; and
- (d) A copy of the Level I grievance and decision.

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the superintendent or his/her designee. Initial mediation shall be held within thirty (30) working days from receipt of the written Level I grievance by the Office of Employee Relations, unless extended by mutual agreement of the parties.

18.6.4 Release time will be provided for the employee(s) participating at Level II meetings upon the written request of the Union.

18.7 MEDIATION

18.7.1 Mediation shall take place on the first and third Thursday of each calendar month. Subsequent days for mediation will be scheduled, if necessary.

18.7.2 The parties agree to meet annually in May to develop a list of mediators. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.

18.7.3 All costs of the mediator, if any, shall be borne equally by the parties.

18.8 **MEDIATION PROCEDURES**

18.8.1 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

18.8.2 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If the grievance is not settled, granted or withdrawn, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days after the close of the final Level II mediation. If by the mutual agreement of both parties no Level II mediation is held, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days of receipt of the written Level II request.

18.8.3 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

18.8.4 Any grievance not resolved within fifteen (15) working days after the final mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III.

18.8.5 Offers or concessions made by the parties during mediation shall not be used against a party during any subsequent arbitration.

18.9 **LEVEL III ARBITRATION LEVEL**

18.9.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in the Office of Employee Relations within ten (10) working days after receipt of the written Level II decision of the superintendent, or his/her designee. Appeal to Level III arbitration

may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union's right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Office of Employee Relations within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

- 18.9.2 When arbitration has been requested, the parties may mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, the union may contact the State Mediation and Conciliation Services (SMCS) for a list of five (5) arbitrators in accordance with SMCS procedures. The grievant or designee and the representative of the Office of Employee Relations shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator and shall proceed to hear the grievance under the voluntary rules of the SMCS insofar as said rules do not conflict with the grievance procedure in this Agreement.
- 18.9.3 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Union. All other costs will be borne by the party incurring them.
- 18.9.4 The function of the arbitrator shall be:
- (a) To hold a hearing concerning the grievance; and
 - (b) To render a binding decision within thirty (30) days after close of hearing.
- 18.9.5 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 18.9.5.1 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:
- (a) Attempt to frame the issue to be submitted to the arbitrator;
 - (b) Share all evidence;
 - (c) Clarify whether a court reporter is necessary, determine the site; and
 - (d) Reinitiate efforts to settle, if possible.

- 18.9.6 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 18.9.7 The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 18.9.8 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper; however, no awards of back pay beyond twenty (20) days prior to filing of the written Level I grievance will be allowed. Nor will any award of monies for the purpose of fining, punishing, or making an example of either party be allowed.
- 18.9.9 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 18.10 **GENERAL PROVISIONS**
- All formal grievances shall be filed on a form which shall be designed and agreed upon by the District and the Union.
- 18.10.1 Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union, provided that the adjustment is not inconsistent with the terms of the Agreement.
- 18.10.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 18.10.3 Time allowances set forth at each level may be extended by mutual consent of the grievant and the District.
- 18.10.4 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. If an employee is released to participate in arbitration, he/she shall be released without loss of pay.
- 18.10.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

- 18.10.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 18.10.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 18.10.8 Level I of the grievance process may be waived if the grievant and principal or site administrator mutually agrees. Level II may be waived if the District and Union mutually agree.
- 18.10.9 In those instances in which related or similar grievances are being heard, the Union and the District may agree to combine the grievances to be presented before a hearing officer and/or before an arbitrator.
- 18.10.10 The grievant, any party in interest, or the superintendent's designee for employee relations may request the presence of a representative or representatives at any hearing.

ARTICLE 19 – DISCIPLINARY PROCEDURE

19 Permanent Employees

19.1 Permanent classified employees shall be subject to disciplinary action (e.g., may include transfer, suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

19.2 Causes

19.2.1 In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee:

- a. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.
- b. Unsatisfactory Performance/Inefficiency.
- c. Abandonment.
- d. Insubordination.
- e. Dishonesty.
- f. Theft.
- g. Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of a controlled substance (other than a prescribed medication) at work or away from work, or furnishing a controlled substance to a minor or any other employee.
- i. Conviction of a felony, a misdemeanor, or conviction of any sex or drug offense made relevant by provisions of law which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, (defined to mean "I will not contest it" – a plea in a criminal case which has a similar legal effect as pleading guilty) is deemed to be a conviction for this purpose.
- j. Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.

- k. Improper political activity (e.g., Education Code § 77055, Government Code § 1028).
- l. Disobedience.
- m. Misuse or unauthorized use of District property.
- n. Violation of District board, or departmental rule, policy, or procedure.
- o. Violation of, or refusal to obey policies and/or administrative regulations implementing the District drug and alcohol testing programs, if any.
- p. Violation of, or refusal to obey policies and/or administrative regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.
- s. A physical or mental impairment which precludes the employee from proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law (e.g., Americans with Disabilities Act) regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race religious creed, color, national origin, ancestry, physical disability, marital status, sex, age or other legally protected group against the public or other employee(s) while acting in the capacity of a District employee.
- u. Unlawful retaliation against any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

- v. Any conduct or act either during or outside of duty hours that adversely affects or impacts the district or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees.
- 19.2.2 Except as defined in item [s] above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of Notice of Proposed Disciplinary Action unless this cause was concealed or not disclosed by the employee which it could be reasonably assumed that the employee would have disclosed the facts to the District.
- 19.3 Notice of Proposed Disciplinary Action
- 19.3.1 The Superintendent or designee may initiate a disciplinary action against a permanent classified employee.
- 19.3.2 A Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last know address. The Notice shall include:
- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
 - b. A statement of the cause or causes for the disciplinary action as set forth above;
 - c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
 - d. A statement indicating the employee's right to a predisciplinary meeting; and
 - e. The date, time, and location where the predisciplinary meeting will occur.
- 19.3.3 A copy of the classified employee disciplinary procedure shall also be included with the Notice. The Union shall be notified, by separate notice, that a bargaining unit member has been notified of proposed disciplinary action and that a predisciplinary meeting has been scheduled.

19.4 Predisciplinary Meeting

19.4.1 The predisciplinary meeting allows the classified permanent employee an informal opportunity to respond either orally or in writing to the allegations stated in the Notice of Proposed Disciplinary Action. The employee shall be allowed to bring a Union representative to the predisciplinary meeting. It is the employee's responsibility to arrange for Union representation. The predisciplinary meeting shall be conducted by a Superintendent's designee who has not conducted the investigation or made the initial recommendation for disciplinary action.

19.4.2 The Superintendent's designee conducting the predisciplinary meeting shall consider the employee's response, if any, and within fifteen (15) calendar days following the predisciplinary meeting, issue a written recommendation regarding the proposed disciplinary action. If disciplinary action is warranted the Superintendent's designee shall determine the level of discipline and serve on the employee a Notice of Disciplinary Action as set forth below.

19.4.3 If the Notice of Disciplinary Action is a suspension without pay for three (3) days or less the disciplinary action shall be effective the day of service of the Notice, or at a date determined by the District. All other disciplinary actions shall be effective as determined by the District after a waiver of a disciplinary hearing, agreement by the District and the employee, or after a hearing as outlined below.

19.5 Notice of Disciplinary Action

19.5.1 A Notice of Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last know address. The Notice shall include:

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause or causes for the disciplinary action, as set forth above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- d. A statement of the employee's right to a hearing (as outlined below) and the time within which a hearing must be requested; and

e. A "Hearing Request Form," the timely signing and filing of which shall constitute a request for a hearing and a denial of all charges.

19.5.2 A copy of the classified employee disciplinary procedure shall be attached to the Notice. The Union will be notified, by separate notice, that the District intends to take disciplinary action against a bargaining unit member.

19.6 Mediation

19.6.1 The parties agree that the mediation and arbitration procedure of the disciplinary process will be used if a settlement is not reached during the Predisciplinary Meeting as outlined above. It will occur prior to the formal hearing outlined in Hearing Procedures below.

19.6.2 The parties shall mutually agree to any mediator that is used during the mediation procedure. Furthermore, all costs of the mediator shall be borne equally by the Parties.

19.6.3 The Parties agree that the mediation procedure is in addition to, and not in lieu of the formal hearing process that is outlined in the Disciplinary Procedures.

19.6.4 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party.

The relevant facts should be elicited in a narrative tone to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties may take notes during the mediation. All persons involved in the events giving rise to the proposed discipline should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

19.6.5 The primary effort of the mediator shall be to assist the parties in settling the proposed disciplinary action that will be mutually satisfying to both parties. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party and issuing a mediator's advisory opinion.

If the proposed disciplinary action is not settled, the formal hearing process may be invoked in accordance with the Disciplinary Procedures.

- 19.6.6 No offers of settlement by either party or the mediator's advisory opinion, if issued, can be used in any other proceeding.
- 19.7 Request for a Hearing
- 19.7.1 Within seven (7) calendar days after service of the Notice of Disciplinary Action described above, the employee may request a hearing by signing and filing the "Hearing Request Form" included in the Notice of Disciplinary Action. Any other written document requesting a hearing, signed and appropriately filed by the employee within the specified time limit, shall also constitute a sufficient request for a hearing and denial of all charges. A request for a hearing will be considered appropriately filed only when:
- Postmarked or received by the Human Resource Office, or other office designated in the Notice, on or before the seventh calendar day after service of the Notice of Disciplinary Action.
- 19.7.2 If the employee fails to file a request for a hearing within the time specified above, he/she shall be deemed to have completely waived his or her right to a hearing, and the Board may order the disciplinary action into effect immediately.
- 19.8 Employment Status Pending Appeal or Waiver
- 19.8.1 Except as provided herein, any employee against whom a Notice of Proposed Disciplinary Action or Notice of Disciplinary Action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.
- 19.9 Administrative Leave
- 19.9.1 A classified employee may be placed by the Superintendent or designee on administrative leave from duty with pay pending an investigation and determination of whether discipline should be invoked against the employee.
- 19.10 Suspension Without Pay
- 19.10.1 A classified employee may be placed by the Superintendent or designee on suspension without pay pending further disciplinary action only if continuation of the employee in active duty would result in unreasonable risk of harm to students, staff, and/or property.

- 19.10.2 Suspension without pay may be ordered by the Superintendent or designee only after the employee has been orally notified of the reasons and has been provided an opportunity to orally respond.
- 19.11 Compulsory Leave
- 19.11.1 Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code section 44011, may be placed upon compulsory leave of absence without pay and benefits pending a final disposition of such charges pursuant to Education Code section 45304.
- 19.12 Hearing Procedures
- 19.12.1 All hearings shall be heard by a hearing officer from the California State Mediation and Conciliation Services, except in those cases where the Board determines to hear the matter itself. The District shall pay all hearing officer costs and fees. The employee's representative and the representative from the Office of Employee Relations shall alternatively strike names from the list provided by the State Mediation and Conciliation Services until one name remains.
- 19.12.2 The hearing shall be held at the earliest date possible, taking into consideration the availability of counsel and witnesses; provided, however, that no hearing shall be held less than five (5) nor more than thirty (30) calendar days. The hearing officers shall be contacted and advised it is the preference of the parties to schedule a hearing within thirty (30) calendar days. The parties shall be provided written notification of the time and place of hearing.
- 19.12.3 At any time before Disciplinary Action has been submitted to the Board or to a hearing officer for decision, the District may, with the consent of the Board or hearing officer, serve upon the employee an amended or supplemental Notice of Disciplinary Action.
- If the amended or supplemental Notice of Disciplinary Action presents new causes or allegations, the employee shall be afforded a reasonable time to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.
- 19.12.4 Employees shall be entitled to appear personally, produce evidence, have counsel at his or her own expense, testify under oath, compel the attendance of other employees to testify at the hearing, cross-examine witnesses and argue his/her case. The procedure entitled "Administrative Adjudication," commencing with Government Code section 11500, shall

not apply to any such hearing before a hearing officer or the Governing Board. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California Courts, however, the evidence relied upon should be reliable. The rules of privileges and/or official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the board.

- 19.12.4.1 The hearing officer may, at its discretion, exclude witnesses not under examination, except the employee and the District representatives and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
- 19.12.5 The dismissal hearing may be recorded by audiotape or other means at the request of either party. If the employee requests a stenographic record he/she must provide at least three (3) days advance written notice before the day set for the hearing and pay the costs for such reporting or recording. Transcripts of the hearing shall be furnished to any person upon payment of the cost of preparing such transcript.
- 19.12.6 The hearing officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. Any request for a continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 19.12.7 When the board is hearing the matter, the employee shall be entitled to a public hearing if he/she requests it in a timely manner. In any case in which the Board hears the matter, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the board, the board may affirm, modify or reject the recommended disciplinary action.
- 19.12.8 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the board, in accordance with subsection [j] below, as the decision in the case. In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the board or the hearing officer may consider the records of any prior disciplinary proceedings against the employee in which a disciplinary action was ultimately sustained and any records of the employee's personnel file which were introduced into evidence at the hearing. A copy of the proposed decision shall be received and filed with the Governing Board of Education and furnished to each party within twenty (20) working days after the close of hearing.

- 19.12.9 Upon receipt of the proposed decision from the hearing officer the board may:
- a. Adopt the proposed decision in its entirety;
 - b. Adopt the proposed decision in part, thereby rejecting other parts;
 - c. Modify the proposed disciplinary action and/or proposed decision;
or
 - d. Reject the proposed decision in its entirety.
- 19.12.10 The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action, if any. If fully adopted, the hearing officer's findings will serve as the Board's findings. The findings may reiterate, and/or make reference to, the language of the recommendation for disciplinary action in which case they will be incorporated by reference. A copy of the decision shall be delivered to the classified permanent employee and/or his designated representative personally or by registered mail or certified mail, return receipt requested, at the employee's last known address on file with the District.
- 19.12.11 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision of the Governing Board shall be final.

ARTICLE 20 - LAYOFF

20.1 Lay off Defined

A layoff is an involuntary separation from service as defined herein based upon a lack of work or lack of funds. Temporary and substitute employees may be separated at the completion of their assignment without regard to procedures in this Article.

20.2 Layoff Seniority

For purposes of Article 20 (Layoff), seniority is established by the employee date of hire as a regular probationary or permanent employee of the District in the classification (this calculation does not include any substitute or temporary time served by the unit member unless this time was used to compute the completion of the employee's probationary period under Section 13.8) plus any service in a higher classification (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty-nine (39) months or reemployment as a probationary employee within the same classification within one year of resignation, a break in employment and subsequent reemployment shall create a new hire date.

If, two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If, date of hire in the District does not break the tie then the tie shall be broken by random drawing.

20.2.1 Seniority Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, Family Care Leave, and any other unpaid leaves permitted by the Education Code under section 45308.

20.2.2 No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.2.3 The Superintendent or designee shall maintain a current determination of each employee's seniority.

20.3 Order of Layoff

The employee who has been employed for the shortest time in the classification to be eliminated shall be laid off first.

20.4 District and Union Rights

The District reserves, retains and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right the District makes sole determination as of the hours and positions eliminated. The Union retains the right to bargain the impacts and effects of the layoff of an employee.

20.5 Layoff Procedure

Positions to be eliminated shall be identified by the District by classification and hours.

20.5.1 First Step: Transfer

The employee in the position to be eliminated by the District shall be transferred to a vacant position which the District anticipates will be a permanent position, if any, in the same classification. If there is more than one vacancy in the classification which the District anticipates will be permanent positions, the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification in the position to be eliminated the most senior employee shall be transferred first. Employees being transferred under this section shall receive at least ten (10) working days notice of their new assignment.

In the event there are no vacancies, as described above, the District shall engage in bumping.

20.5.2 Second Step: Bumping Rights Within a Classification

An employee whose position is being eliminated may displace the employee within his/her classification who has the least seniority.

20.5.3 Third Step: Bumping Rights to Another Classification

The employee having the least seniority within his/her classification who has been laid off or bumped, and who has seniority in a different classification greater than that of any employee in that class, shall be placed in a vacancy if any. If no vacancy exists then the employee shall have the right to displace the employee with the least seniority in that classification.

20.5.4 Bumping Rules

An employee having the least seniority within his/her classification shall have the same bumping rights as if his/her position had been eliminated. Employees shall not bump into a higher classification. If, an employee waives bumping rights, he/she shall be placed on a thirty-nine month reemployment list.

20.5.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff sixty (60) days prior to the effective date. They shall be informed of their reemployment rights and bumping rights if any.

20.6 Voluntary Demotions/Reductions

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e. change in classification for which they are qualified with a lower maximum salary rate) or a voluntary reduction in hours in lieu of layoff or to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off.

20.7 Reemployment Rights

Classified employees laid off because of lack of work or funds shall be eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference of new applicants. In addition employees laid off shall have the right to apply and establish their qualifications for vacant and promotional positions within the District during the thirty-nine (39) month period.

20.7.1 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months, provided that the same test for physical fitness under which they qualified for appointment to the classification shall still apply in preference over new applicants.

20.7.2 Upon rejecting two (2) offers of employment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all right to which he/she would have otherwise be entitled. If an employee on the thirty-nine (39) month reemployment list is hired by the District to a different classification than that of which the employee was laid off from, he/she shall remain on the thirty-nine (39) month reemployment list.

20.7.3 To be reinstated an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment, will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed thirty-nine (39) calendar months.

20.7.4 Notification

When a vacancy occurs, the most senior employee on the thirty-nine (39) month reemployment list for that classification will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject the appointment into the vacant position. The employee shall have the obligation of advising the District of his/her decision no later than ten (10) calendar days following receipt of the notification. If the employee accepts he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.

20.7.5 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. An employee who bumped into a lower classification will, when reinstated to the previous classification, be placed on the salary step to which he/she would have progressed had he/she remained there.

ARTICLE 21- - EFFECT OF AGREEMENT

21.1 AGREEMENT SUPERSEDES PAST PRACTICES

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters herein.

21.2 NEGOTIATIONS

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

21.2.1 The Union will have the right to add or delete to this document during the length of these negotiations.

21.3 CHANGES OR AMENDMENTS

The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not even though subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntarily mutual intent of the parties in a written amendment, executed in the same manner as this Agreement.

21.4 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not directly affected by the deleted article, section, or clause.

21.5 NO REPRISALS

Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or indirectly, against the other party or any members thereof regarding any action taken on the part of such persons in the

exercising of their rights and responsibilities under this Agreement.

21.6 **RIGHT TO MEET AND CONSULT**

Nothing contained in this Agreement shall preclude the parties from meeting and consulting on items not contained in the Agreement.

21.7 **CONTRACT REORGANIZATION FOR CLARITY**

Upon completion of ratification and execution of this Contract by affixing the signatures of the principals thereon, the Union and the District agrees to jointly reorganize this Contract for the purpose of clarity. No changes will be made in the language or intent of the Contract.

ARTICLE 22 NO STRIKE

- 22.1 The Union and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit.

ARTICLE 23 - DURATION

23.1 EFFECT

This Agreement shall be effective after ratification by the Board and by the Union.

23.2 DURATION

This Agreement will remain in effect until June 30,-2009.

23.3 REOPENING

Negotiations between the parties during the 2014-2015, 2015-2016 and 2016-2017, the Parties agree to re-openers for compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.

The current contract shall remain in effect beyond its expiration date, in the event that a successor agreement cannot be agreed to.


23.4 SIGNING OF AGREEMENT

[Signatures on following page]

THIS AGREEMENT IS EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND TEAMSTERS, LOCAL 150, FOOD PROCESS WORKERS, WAREHOUSEMEN, AND HELPERS IN SACRAMENTO, AND PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

In Witness Whereof, the Union has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, Vice-President, and attested by its clerk.

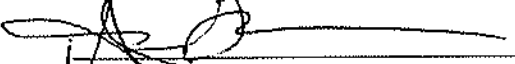
FOR THE UNION


Alan Daune, Business Agent

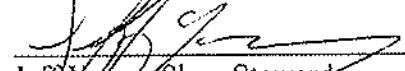
10/1/16
Date


Thomas Fenic, Chief Shop Steward


10/1/16
Date


Angel Lopez, Shop Steward

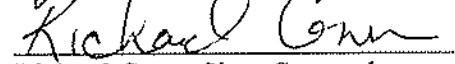
10/1/16
Date


Jeff Yanez, Shop Steward

10/1/16
Date


John Avila, Shop Steward

10/1/16
Date


Richard Conn, Shop Steward

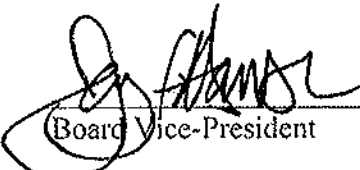
10/1/16
Date


Date

Date

FOR THE DISTRICT:


Christina Puchett, Board President 10/1/16 Date


Board Vice-President 10-1-16 Date


Attested by Superintendent 10-3-16 Date


Chief Human Resources Officer 10/3/16 Date