

**AGREEMENT**

**between**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFSCME, Local 829**

**and the**

**SEQUOIA UNION HIGH SCHOOL DISTRICT  
Redwood City, California**

**Office, Technical and Paraprofessional Bargaining Unit  
&  
Maintenance and Operations Bargaining Unit**

**July 1, 2016 – June 30, 2018**

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## PREAMBLE

This Agreement is made and entered into this D, between the Board of Trustees of the Sequoia Union High School District (hereinafter referred to as "the District") and Local 829 American Federation of State, County and Municipal Employees (hereinafter referred to as "the Union").

ARTICLE I  
RECOGNITION

The District recognizes the American Federation of State, County and Municipal Employees, Local 829, as the exclusive agent for the Office, Technical, and Paraprofessional Unit and the Maintenance and Operations Unit as set forth in the agreement approved by the PERB on April 27, 1977. The Office, Technical, and Paraprofessional

Unit includes the following classifications:

OFFICE, TECHNICAL AND PARAPROFESSIONAL

Account Clerk I/II  
Accountant/Auditor  
Accounting Technician  
Administrative Secretary  
Adult School ABE/ESL  
Adult School GED Technician  
Adult School Instructional Associate I/II  
Adult School Instructional Associate I/II—Bilingual  
Attendance Clerk I/II  
Buyer  
Campus Security I/II  
Career Guidance Associate  
Community Liaison Worker/Bilingual  
Data Processing Clerk  
District Accountant  
District Receptionist/Residency Verification Clerk  
Guidance Information Specialists  
Health Aide I/II  
Inclusion Aide  
Instructional Associate I/II  
Instructional Associate Trainee  
Instructional Associate I/II—Bilingual  
Job Developer/Placement Specialist  
Lead Reprographics Technician  
Library Assistant I/II  
Office Assistant  
Office Assistant Trainee  
Paraprofessional I / SPED  
Paraprofessional II / SPED  
Parent Center Coordinator  
Payroll Technician I/II  
Reprographics Technician I/II  
Secretary District  
School Secretary  
School Treasurer  
Senior Instructional Associate  
Senior Instructional Associate/Bilingual  
Senior Office Assistant  
Senior School Secretary  
Student Information Systems Specialist  
Tech Site Manager  
Technology & Information Service Support Assistant  
Technology Support Assistant  
Translator/Assessor  
Workability Placement Specialist

## MAINTENANCE AND OPERATIONS

Cook/Food Service Worker, Lead  
Custodian  
Custodian, Lead  
Food Service Helper/Cashier  
Food Service Worker, Lead  
Food Service Worker I  
Food Service Worker II  
Food Service / Warehouse Deliver Worker I/II  
Food Service Worker, Production, Lead  
Grounds/Graffiti Cleanup Worker/Custodian  
Grounds Maintenance Helper  
Grounds Worker I  
Grounds Worker II  
Grounds Worker, Lead  
Maintenance Carpenter  
Maintenance Carpenter, Lead  
Maintenance Electrician  
Maintenance Electrician, Lead  
Maintenance Painter  
Maintenance Painter, Lead  
Maintenance Plumber  
Maintenance Plumber, Lead  
School Bus Driver  
School Maintenance and Operations Worker  
Service Mechanic  
Transportation Dispatcher  
Vehicle Mechanic  
Vehicle Mechanic, Lead  
Warehouse Delivery Worker I  
Warehouse Delivery Worker II  
Technology Maintenance/Information Services Specialist I/II/III

## ARTICLE II

### MANAGEMENT RIGHTS

- 1.1 It is understood and agreed that the District maintains all of its powers and authority to direct, supervise, manage and control to the fullest extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 1.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices 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, and then only to the extent such specific and express terms are in conformance with law.
- 1.3 In accordance with Government Code Section 3543.2, all matters not enumerated within the scope of representation are reserved to the District.
- 1.4 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article X, Grievance Procedure.
- 1.5 The rights of management contained in this clause shall not be subject to the grievance procedures contained in Article X of this Agreement.



## ARTICLE III

### ORGANIZATIONAL RIGHTS

#### SECTION 1 - Union Rights

- 1.1 All Union business, discussions, and activities will be conducted by unit members or Union officials outside established work hours as defined in Article IV herein.
- 1.2 The District authorizes the Union to use school and other District facilities at times that do not interfere with the school or District programs upon proper application and provided requested facility is available.
- 1.3 The District authorizes the Association use of the District electronic and paper mailboxes (consistent with the Sequoia Union High School District Employee Computer Telephone and Network Use Agreement), and bulletin board spaces designated by the building supervisor subject to the following conditions:
  - 1.3.1 A courtesy copy of any communication to be distributed or posted shall be delivered to the superintendent or designee and, if distributed or posted at a school, to the principal.
  - 1.3.2 Any communication posted or distributed on school or District property shall include the name of the Union and the name of the Union officer authorizing the distribution or posting and the date.
  - 1.3.3 The Union will not post or distribute information which is derogatory or defamatory of the District or its personnel. Violation of this subsection will be cause for the District to rescind the right to post or distribute for a period of at least one full semester. Nothing in this subsection prohibits the Union from posting or distributing an opposing position on policy or procedure.
- 1.4 Union officials may contact employees during the lunch and rest breaks, provided that they do not interrupt the instructional program or other work of the employee. Officials of the Union who are not District employees shall report to the school or Human Resources Department and obtain approval before visiting an employee on the premises of the school or District office. "Approval" as used in this subsection is only for purposes of determining whether the instructional program or work of the employee is being interrupted.
- 1.5 The principal, or at the District office the superintendent or designee, may grant the Union use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The Union shall pay for the cost of all materials and supplies incident to each use.

- 1.6 The District agrees to provide one copy of any public document to the Union upon request from the Union and upon reimbursement to the District of all clerical and material costs involved in the duplication of the public document.
- 1.7 The District agrees to provide to the Union one copy of the tentative budget for the ensuing year at the time the budget is under consideration by the Board of Trustees.
- 1.8 The District agrees to provide one copy of the board agenda, the agenda background with supportive material, and the unapproved minutes to the Union as soon as they are available.
- 1.9 The District agrees to supply the Union with a roster indicating the unit members' present classification and primary job site, home address, and home telephone number on a quarterly basis. The Union agrees to reimburse the District for any excessive costs involved in the preparation and distribution of such information to the Union.
- 1.10 Unit members who are official delegates to Union conferences and conventions shall be allowed up to five days' leave without pay per year for the purpose of attending such conferences and conventions, provided such absences have the approval of the unit member's immediate supervisor and do not interfere with the work of the District.
- 1.11 No school site may waive any of the terms of this Agreement without the express approval of the Union.
- 1.12 The District agrees to distribute the informational packet provided by the Union to all new hires in the bargaining unit upon employment.

## SECTION 2 - Organizational Security

### 2.1 Union Membership

- 2.1.1 Each member of the bargaining unit is free to join or refrain from joining AFSCME, Local 829. Application for an Revocation of membership with the Union shall be subject to terms set forth on the AFSCME membership Application.
- 2.1.2 Any unit member who is a member of AFSCME, Local 829, or has applied for membership may provide a written voluntary dues deduction authorization form to the District.
- 2.1.3 The District shall deduct dues from the regular salary check of Union members with authorization on file in accordance with a fee schedule provided by AFSCME. The District shall not be obligated to establish, change or discontinue any dues deduction until the pay period commencing ten days or more after such written submission
- 2.1.4 The District will provide the Union with copies of new authorizations submitted by Union members and of requests to terminate

membership dues deductions except when such authorizations and requests have been presented to the District by Union officials.

## 2.2 Agency Fees

- 2.2.1 Unit members who are not members of AFSCME, Local 829, or who do not make application for Union membership within thirty days of the operative date of this section, or within sixty days of their commencement of duties within the bargaining unit, shall pay to the Union an annual service fee in a lawful amount set by the Union. The fee shall be paid in full to the Union within thirty days of the commencement of duties within the unit.
- 2.2.2 The amount of the service fee shall be determined by the Union and shall not exceed an amount based upon costs necessary to support Union activities expended as an exclusive representative Union.
- 2.2.3 Prior to requesting payment of any service fee by a unit member, the Union shall mail to the member notice of the fee, notice and explanation of any proposed fee increase, and notice of the right and procedure to challenge the proposed fee. The procedure must include an expedited process to challenge fees which does not violate current law.
- 2.2.4 The Union shall provide the District with a list of unit members who have not joined the Union or made a direct payment of the service fee within appropriate time lines along with evidence of compliance with section 2.2.3 for each employee.
- 2.2.5 In the event a unit member has not paid the service fee voluntarily, the District shall commence taking involuntary deductions from wages in the amount of the service fee pursuant to Education Code section 45168(b) and all other applicable laws no later than thirty days thereafter, except as provided below.
- 2.2.6 Notwithstanding any other provision, ~~an~~ unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, or who has formed such a religious conviction based upon his/her own study or religious practice, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that such unit member is required, in lieu of payment of dues or service fee to the Union, to pay an amount no greater than such service fee to one of the following qualifying organizations or funds: Any SUHSD tax deductible student scholarship fund
- 2.2.6.1 Any dispute over the eligibility of a unit member as a religious objector shall be resolved by the following

procedure: (1) investigation by the Union; (2) meetings between the Union and the unit member; (3) legal action. The Union may challenge the claimed exception through small claims court or by other legal action, but not through a grievance. In any such proceeding, the District may be a nominal party to carry out an appropriate remedy. The indemnity clause shall apply to such proceedings.

2.2.6.2 A religious objector shall file proof of in-lieu payment in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment made. Proof of payment and an annual written statement of objection to service fee shall be provided to the Union on or before October 1 of each year.

2.2.7 Involuntary deduction of service fees from wages shall be the sole remedy for failure of a unit member to voluntarily pay the service fee. If a unit member does not have sufficient wages available for deduction of Union dues or service fees after all authorized or mandatory deductions or garnishments have been taken, no sum shall be deducted and the Union shall assume the duty of direct collection from the employee.

2.3 General

2.3.1 All Union dues and service fees deducted by the District shall be remitted to the Union, accompanied by a list of all unit members categorized as to membership, fee payer or non fee payer, within thirty days after such deductions were made.

2.3.2 The District shall not be obligated to put into effect any change in service fee amount until the pay period commencing ten days or more after a written request is filed. A request filed by the Union shall verify that the affected employee has received prior notice of the change.

2.3.3 The Union agrees to furnish any information needed by the District in order to fulfill the provisions of this Article.

2.3.4 District employees may voluntarily elect to have contributions deducted from their paychecks for the AFSCME PEOPLE Fund. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.4 Indemnity

The Union agrees to pay the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging

the legality of Article III organizational security provisions or their implementation. The Union agrees to become a party to any such action and to pay any damage judgment rendered against the District as a result of these provisions or the District's implementation thereof. The Union shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. Upon the failure of the Union to pay any of the monetary amounts described herein within sixty days after written demand by the District, the District may deduct such expenses from future dues and fees remitted to the Union. Article III regarding organizational security shall not be subject to the grievance process.

2.5 Contracting Out

2.5.1 The District agrees not to contract out work that would result in layoffs or reduction in regularly assigned hours and/or wages. The District reserves the right to contract out work in emergency conditions, including the extended absence of an employee for whom no qualified substitute is available.

2.5.2 Use of Community Volunteers – The District agrees it will not use community volunteers to perform work that has customarily and routinely done by bargaining unit employees if such use results from, or will result in the layoff of bargaining unit employees.

2.6 Advance Notice – Regarding the District's exercise of the powers and authorities described above, the Union, if affected, shall be given reasonable advance written notice of any proposed change in policy, rule, regulation or practice directly relating to matters within the scope of representation and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the District may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

## ARTICLE IV

### HOURS OF EMPLOYMENT

The District and the Union agree to the following duty hour provisions:

#### SECTION 1 - Work Week

- 1.1 The work week for employees shall be thirty-seven and one-half hours rendered in units of seven and one-half hours.
- 1.2 Unit members may be employed for a work year of less than twelve months and for a work week of less than thirty-seven and one half hours.
- 1.3 The work week shall consist of five consecutive work days for all employees rendering service averaging four hours or more per day during the work week.  
  
(Maintenance and Operations Union only)  
Whenever management determines that it is in the best interest of the District to change the work week from Monday through Friday for some or all bargaining unit members, the Union will be consulted prior to making the actual change. It is understood that management will not make a change in the work week solely for the purpose of avoiding overtime pay.
- 1.4 The District retains the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business.

#### SECTION 2 - Work Day

- 2.1 The work day for all unit members shall be established and regularly fixed by the District in order to meet the District's interests as defined by the District. The District's interests may require variations in the beginning and ending of the work day for individual employees.
- 2.2 The District will provide, at each site, a method for daily check-in and check-out.
- 2.3 Normally, when the work day is to be changed, the District will meet with the Union to discuss the change prior to the change being implemented.

#### SECTION 3 - Lunch Period

- 3.1 (Office, Technical and Paraprofessional Union only)  
A forty-five minute non-compensated lunch period shall be provided all employees who render service of at least six consecutive hours per day. The lunch period shall be assigned by the immediate supervisor to be taken as soon after the conclusion of four hours of service as administratively practicable.

(Maintenance and Operations Union only)

A thirty-minute non-compensated lunch period shall be provided all employees who render service of at least five consecutive hours per day. The lunch period shall be assigned by the immediate supervisor to be taken as soon after the conclusion of four hours of service as administratively practicable.

- 3.2 Both parties agree that because of the nature of their work, special services aides may, at the direction of the principal or designee, be called upon for campus control during their lunch period. It is understood that the special services aides required to interrupt their lunch period will complete the lunch period later in the same day.

Nothing in this subsection is intended to require a special services aide to remain on campus during his/her assigned lunch period provided prior notification is given to the principal or designee of intent to leave.

- 3.3 "Immediate supervisor" as used in this section means classified supervisory employees or certificated and/or classified management employees having line authority over the position.

#### SECTION 4 - Rest Period

- 4.1 (Office, Technical and Paraprofessional Union only)  
Unit members working regular seven and one-half hour days are permitted two fifteen-minute rest periods during the working day. Unit members working less than four hours are not permitted a rest period. Those working from four to seven hours are permitted one rest period. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the midpoints of each half of the working day.

(Maintenance and Operations Union only)

Unit members working regular seven and one-half hour days are permitted two fifteen-minute rest periods during the working day. Rest periods are to be observed on the school or District Office premises. Travel to or from the rest area is to be included in the total rest time. Unit members working less than four hours are not permitted a rest period. Those working from four up to seven hours are permitted one rest period. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the midpoints of each half of the working day.

- 4.2 "Immediate supervisor" as used in this section means classified supervisory employees or certificated and/or classified management employees having line authority over the position.

#### SECTION 5 – Bus Drivers

- 5.1 Definitions

5.1.1 “Regular home-to-school” runs are those runs which transport students from their homes to school and return on a daily, scheduled

basis. The scheduled times will be adjusted for efficiency and economy and to meet the needs of the class schedule at each school.

5.1.2 “Special trips” transport students on school days to and from field trips and athletic events and activities and originate prior to 4:30p.m.

5.1.3 “Extra trips” are special trips originating after 4:30 p.m. on school days and any trip scheduled on Saturday, Sunday, or a holiday. The late bus from school to home is not an extra trip.

## 5.2 Regular Home-to-School Runs

5.2.1 Bus drivers are hourly employees and will be assigned to regular home-to-school runs in a manner to achieve efficient and economical bus operations. The Transportation Director, or designee, will regularly review home-to-school runs and driver assignments to assure the runs and assigned hours are efficient and economical.

5.2.2 Whenever administratively practicable, and when it is efficient and economical, drivers will be assigned home-to-school runs so that the drivers with the earliest hire dates will have the most regularly assigned home-to-school run hours per day.

5.2.2.1 Bus drivers shall bid by seniority on regular home-to-school runs twice a year. The bid shall be held prior to the start of the fall and spring semesters.

5.2.2.2 At least 2 working days prior to the bid date the District shall post in the drivers room the seniority list, the routes and the route times.

5.2.3 Whenever administratively practicable, driver requests for specific home-to-school runs will be honored if such requests do not violate District policy or do not result in inefficient or uneconomical operations.

5.2.4 When route consolidation during the school year results in reduced assigned hours, bus drivers have the option of accepting the reduced hours, taking extra work, filling a temporary/substitute assignment for an absent driver, or bidding on another route at the next bidding period. The District will also make a good faith effort to assign affected drivers to alternate work, including, but not limited to, substituting on routes which do not conflict with regular assignments, or extra work. Drivers with reduced assigned hours have priority over other drivers for extra work, provided they have appropriate qualifications for the work. Route consolidation as used in this subsection does not include temporary consolidation of routes because of absences of drivers or other emergency short-term consolidations.



- 5.2.5 It is understood that “consolidation” as used in 5.2.4 does not include the reduction of hours caused by a special education student not needing/qualifying for home-to-school transportation. Special education route consolidation will be handled on a case-by-case basis, with the intent of maintaining original bid hours until the next bid period.

### 5.3 Extra Trips

- 5.3.1 Whenever administratively practicable, extra trips will be assigned to drivers in a manner to achieve equitable distribution of extra trip time.

- 5.3.2 An extra-trip-time-account ranking will be the basis for offering a driver an extra trip assignment. However, the Transportation Director, or designee, may, in the best interest of the District, or in case of emergency, make a variation in the assignment of extra trips. “Best interest of the District” includes, but is not limited to, safety of students, unique or unusual requirement for driver knowledge or skill.

- 5.3.2.1 An extra trip account will be opened for each driver at the beginning of each school year or upon employment, if hired after the school year begins. The account will be closed at the end of each school year.

- 5.3.2.2 At the beginning of each school year, drivers will be ranked on the extra trips eligibility list by employment date, with the driver having the earliest employment date ranked first and the driver with the most recent employment date ranked last.

- 5.3.2.3 Throughout the school year, drivers will be re-ranked weekly on the basis of the number of hours credited to each driver’s extra trip time account. Drivers credited with the most extra duty hours are placed at the bottom of the eligibility list, and drivers with the least such hours are placed at the top of the list.

- 5.3.2.4 Drivers log hours in their extra trip account on the basis of the number of hours of actual extra trip time worked or of the number of hours equal to a trip “passed.” (A trip is “passed” whenever a driver does not accept the offer of an extra trip and is not eligible for a “hold.” Drivers are eligible for a “hold” whenever they are disabled by a verifiable illness, are eligible for military leave pursuant to Article VII, Section 6 of this Agreement, or are unavailable for a

trip which is offered less than twenty-four hours before the trip's scheduled departure time.)

- 5.4.1 Whenever administratively practicable, special trips will be assigned to evenly distribute the number of trips (not hours) among all the drivers in the department.
- 5.4.2 Special trips will be assigned by the Transportation Director, or designee, based on the following:
  - 5.4.2.1 Safety factors requiring special experience or specialized knowledge and skills.
  - 5.4.2.2 Driver's ability to handle the necessary equipment.
  - 5.4.2.3 Driver availability. In order not to have a trip offered when a driver is not available, drivers must give written notice to the Transportation Director, or designee, of the actual times when they are available or unavailable for special trips.
- 5.4.3 Special trips will not be assigned to drivers who have regular home-to-school runs which overlap the hours for the special trips or which total 7-1/2 hours of assigned time each day and would, therefore, require overtime. Exceptions will be made by the Transportation Director, or designee, when in his/her opinion special factors, including, but not limited to, student safety and use of equipment requiring special knowledge or skill, warrant.
- 5.4.4 Drivers will be notified of special trip assignments by means of an order placed in the driver's mailbox and/or by a posting on the special trip board.
  - 5.4.4.1 Drivers must within twenty-four hours of the offer of a special trip signify acceptance of the assignment by signing the special trip board.
  - 5.4.4.2 Drivers refusing a special trip assignment for any reason, including unavailability, must sign the special trip refusal board within twenty-four hours of the assignment offer.
  - 5.4.4.3 For purposes of this subsection, orders time stamped after 4:00 p.m. will be considered offered at 6:00 a.m. the following work day.
- 5.4.5 As soon as administratively practicable after the end of the quarter, the Transportation Director, or designee, will post the number of

assigned special trips for each driver. For purposes of counting assigned trips, the trips refused by a driver will be added to those actually worked (provided the refused trip did not fall during a time the driver had given written notice of unavailability).

- 5.5.1 Temporary Drivers – Temporary drivers are hourly employees who do not have probationary/permanent status. They are sued to substitute for absent probationary/permanent drivers, to drive special and extra trips as needed, and to perform urgent or emergency departmental work when availability is essential to the efficient operation of the department.

Temporary drivers become eligible for probationary status when they have been available and performed each driving assignment offered during ninety consecutive working days.

- 5.5.2 Staff Meetings – Attendance at staff meetings that are held at a time not contiguous with the bus driver’s work schedule shall be compensated in accordance with Article XII, Section 6.

- 5.5.3 The District proposes a 6.5 –hour minimum guarantee for bus drivers. In addition, bus drivers will receive a daily guarantee for each 6-month bid period according to the number of hours awarded during the bid. In the event that a run or trip takes less than the minimum guaranteed hours, the driver will be assigned (and must perform) additional duties within the department.

- 5.5.4 The work calendar for Bus Drivers shall be equal to the number of “student days” in the District’s instructional calendar for any given school year.

When a Bus Driver bids a route/run, he/she will be bound to the District’s instructional calendar. This applies to school start, end date, holidays and non-school days.

At the beginning of each school year, drivers will be ranked on the non-instructional calendar eligibility list by seniority. Any route/run days other than the District’s instructional calendar will be assigned on a rotational basis by seniority. When administratively practicable non instructional route/runs will be assigned to cover a single holiday, consecutive holidays, and or breaks as one assignment.

In the event that the number of “student days” for that school or district is less than the District’s instructional calendar, the District shall make a good faith effort to offer available work, including, but not limited to, an uncovered (open) route or extra work.

- 5.5.5 Pay for Special or Extra Trips – Drivers will be paid for actual hours worked on special and extra trips regardless of time estimated of

scheduled for the trip. However, drivers are expected to complete all assigned trips within the estimated or scheduled time. Time taken beyond the estimated or scheduled time must be justified to the satisfaction of the Transportation Director, or designee. Time not satisfactorily justified may be designated as time without pay at the discretion of the Transportation Director, or designee.

5.5.4.1 A driver may appeal this designation of time without pay to the Assistant Superintendent, Administrative Services.

5.5.4.2 If the time taken is beyond the estimated or scheduled time, the teacher or other person in charge of the trip may be asked to verify the actual beginning pick up and ending delivery time.

5.5.4.3 Graduation night trips shall be paid at the Bus Driver's overtime rate.

5.5.4.4 All work on the 6<sup>th</sup> and 7<sup>th</sup> day of the Driver's work week shall be paid at the Bus Driver's overtime rate.

5.5.6 "No Student Days" - When routes are posted for the "no student days" will be listed. Drivers will also be notified as soon as administratively practicable after the department is made aware of additional "nonstudent days". Whenever there are additional "no student days" not posted at the bidding, or runs are cancelled because of the absence of students, the District shall make a good faith effort to offer available work, including, but not limited to, an uncovered (open) route or extra work.

5.5.7 Clock Time – Drivers will not be paid for "clock" time beyond board posted time unless specifically authorized by the Transportation Director.

5.5.8 Driving Assignment Complaints – Unit members who have a complaint about the scheduling of their driving assignments shall seek satisfaction at the first step possible through normal channels in the following sequence:

5.5.7.1 The Transportation Director

5.5.7.1 The Assistant Superintendent, Administrative Services

The assignment procedures but not the actual number of hours worked shall be subject to the grievance procedures in Article X of this Agreement.

Whenever seniority is used for bus drivers, including lay off, it shall

be determined by the date of hire.

5.5.9 The School Bus Driver position is a nine month position.

5.6 School Bus Drivers may voluntarily bid on summer routes.

5.6.1 While participation in summer routes is voluntary, routes are bid as outlined in Section 5.2 Regular Home-To-School Runs.

5.6.2 For summer routes, Bus Drivers will submit a time sheet for actual hours worked. The 6.5 hour minimum guarantee (Section 5.5.3 above) does not apply.

5.6.3 Bus Drivers who accept and complete a summer route will be given four (4) hours of additional sick leave per session (8 hours maximum for the summer).

5.6.3.1 Four (4) hours per session (8 hours total for the summer) is the maximum amount of sick leave that may be used by the Driver during the summer.

5.6.3.2 Providing that the Driver works every day of the summer route, the sick leave earned during the summer (per Section 5.6.3 above) will be added to the Driver's regular sick leave balance.

5.6.4 All contract procedures and requirements, except as described in Section 5.6.3 above, are in effect once a driver bids and accepts a summer assignment.

5.7 Attendance and start time.

5.7.1 Bus Drivers are required to report absences a minimum of 30 minutes prior to the beginning of the route.

5.7.2 Drivers who are more than 10 minutes late from "clock in time" will have their route assigned to another driver, dispatcher or supervisor. A late driver will be assigned to a route and begin their pay day as soon as practicable or at the start of their second shift.

5.7.3 Habitual offenses for late report of absence or late arrival will be subject to the disciplinary process.

## SECTION 6 – Grounds

6.1 The hours of work for grounds department shall be set according to the needs of the District. The District shall meet and confer with the union before changing the work hours of grounds employees.

## ARTICLE V

### TRANSFERS

#### SECTION 1 - Definitions

1.1 Transfer - A change of location (site) within classification.

(Maintenance and Operations Union only)

Transfer – A change of location (site) within classification or a change in shift assignment, “Shift” in this Article is defined as “day” or “night” shift. (Night shift starts between 2 p.m. and midnight).

1.2 Voluntary Transfer - A transfer of an employee initiated at the request of the employee.

1.3 Involuntary Transfer - A transfer of an employee initiated by a decision of management.

#### SECTION 2 - Voluntary Transfers

2.1 A unit member may request voluntary transfer to fill a posted vacancy to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the District Human Resources Department prior to the close of the posting period.

2.2 Job announcements shall for this bargaining unit, be posted via those means which have customarily been employed prior to execution of this MOU and, when administratively practicable, shall remain open for a ten-day posting period. Whenever administratively practicable the posting period will include some work days when the schools are open.

2.3 Unit members who desire to transfer are encouraged to telephone the Human Resources Department while on leave or vacation to inquire about specific job postings, or to leave self-addressed, stamped envelopes for mailing specified job postings.

2.4 Other requests for transfer may be placed on file with the District Human Resources Department. These requests shall be made on a "Request for Transfer" form and will be considered on an individual basis with the final decision at the discretion of management.

2.5 Consideration will be given to all unit members who request transfer and who meet the established qualifications for the vacancy. However, the final selection is at the discretion of the management of the District.

2.6 When interviewing for a position, the Human Resources department, or designee, shall consider, but not be limited to, the applicant's length of service to the District,

involvement in in-service training programs, and experiences related to the upgrading of skills, quality of job performance, and job aspiration.

- 2.7 Probationary employees of the District are not eligible to be considered for voluntary transfers.

### SECTION 3 -Involuntary Transfers

- 3.1 Classified personnel covered by this Agreement are district-wide employees, and they may be transferred in accordance with the needs or efficient functioning of the District as defined by the Superintendent or designee.
- 3.2 Involuntary transfers may be made at any time, and the employee transferred shall possess the requisite skills for his/her new position. Whenever administratively practicable, a conference will be held with the affected employee at least five working days prior to the effective date of transfer, but in no case will the unit member be transferred involuntarily without the opportunity for a conference prior to the transfer.
- 3.3 Unit members who are involuntarily transferred shall, when requested in writing by the employee, be notified in writing by the Assistant Superintendent, Human Resources, or designee, of the specific reasons for the transfer.

(Maintenance and Operations Union only)

Whenever administratively practicable, seniority shall be considered when an employee is involuntarily transferred. In the event of a necessary reduction of force for unit members receiving premium shift pay, involuntary transfer to regular shift shall be in inverse order of seniority.

### SECTION 4 - Miscellaneous

- 4.1 All transfers shall be confirmed in writing by the Human Resources Department.
- 4.2 The procedures of this Article shall be subject to the grievance procedure under Article X, Grievance Procedure of this Agreement, but the final transfer decision is not subject to said grievance procedure.

## ARTICLE VI

### HEALTH AND WELFARE

#### Section 1- Coverage

- 1.1 The District agrees to provide eligible unit members, for the duration of this agreement, with full premium cost for Health Maintenance Organization (HMO) group health benefits at the highest CalPERS premium rate, prorated for part-time unit members, for single, two party or family coverage as applicable.
  - 1.1.1 The district reserves the right to immediately meet and confer regarding changes to health coverage for active and/or retired members should cost of such premiums significantly increase. If this should occur the district and the union will need to consider and implement alternatives including but not limited to a modification of current provisions, a possible CAP on premiums paid by the district, Consumer Driven Insurance, alternative medical plans and other options. Nothing in this subsection will be construed to supersede Article XVI.
- 1.2 The District agrees to provide eligible unit members with full premium cost for district-provided group dental benefits, prorated for part-time unit members, for single, two party or family coverage as applicable. The plan will provide a yearly \$2,000 maximum reimbursement for covered dental expenses.
- 1.3 (Office, Technical and Paraprofessional Union only)  
The District agrees to provide eligible unit members with full premium cost for district-provided group vision benefits, prorated for part-time unit members, for single, two party or family coverage as applicable.  
  
(Maintenance and Operations Union only)  
The District agrees to provide eligible unit members with full premium cost for district-provided group vision benefits for single, two party or family coverage as applicable.
- 1.4 The District will provide health care coverage through CalPERS. The Union agrees that the District may discontinue coverage through CalPERS during the term of the contract with the concurrence of the Union.
- 1.5 CalPERS benefits will be provided through a cafeteria fund. The fund shall provide eligible employees with sufficient amounts of single, two-party, or family premiums to enable the employee to select any one of the CalPERS HMO health plans. The fund amounts will be set at the highest CalPERS HMO premium for the coverage selected, plus the vision premium, plus the dental premium, for single, two-party, or family coverage as applicable and prorated for part-time unit members.
  - 1.5.1 The cafeteria fund will be sufficient to provide each active employee with health, dental and vision coverage with premiums paid through the district-provided cafeteria fund. The employee may select a health plan from any of the HMO or PPO plans included in the San Mateo County list of CalPERS providers.



- 1.5.2 If the premiums for health, dental and vision plans chosen by the employee exceed the cafeteria fund amount allocated for qualifying coverage, the employee authorizes the District to deduct the additional premium amount from the employee's monthly pay warrant.
- 1.6 If the employee can provide proof of health coverage through a spouse or eligible domestic partner, the employee may decline the District provided health coverage and participate in the Cash Back Option Program. The Cash Back program as delineated in the following subsections is guaranteed for the duration of this contract or for a three year period, whichever is greater.
- 1.6.1 Program Benefit Amount - For employees participating in the Cash Back Option Program, the employee will receive cash back equal to fifty percent of the highest single active health benefit premium amount. This shall be allocated to the employee on a monthly basis, prorated for part-time unit members. For employees participating in the Cash Back Option Program, the cafeteria fund defined in Section 1.5 of this Article shall be reduced by the amount of the highest two-party or family HMO premium, as applicable.
- 1.6.2 Cash Back Option dollars may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan, or
- 1.6.3 The Cash Back Option may be paid to the employee directly. In this circumstance, the Cash Back payment received shall be considered as taxable income. Both the District and the employee would be liable for applicable taxes as with any other salary disbursement.
- 1.7 If the employee can provide proof of dental coverage through a spouse or eligible domestic partner, the employee may decline dental coverage and receive cash back equal to fifty percent of the current dental premium provided for active employees, prorated for part-time unit members. The cash back payment may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan or may be paid to the employee directly as taxable income. For employees choosing this option, the cafeteria fund amount defined in Section 1.5 of this Article shall be reduced by the amount of the full dental premium.
- 1.8 An employee who declines health coverage may participate in the Cash Back Option Program defined in Section 1.6 of this Article. If an employee in this circumstance desires to maintain district-paid dental coverage and/or vision coverage, the District will continue to pay the cost of either or both premium(s) while still providing the employee with fifty percent of the highest single active health premium and fifty percent of the health premium cash benefit as a cash back payment, prorated for part-time unit members.
- 1.8.1 If employee's spouse is also an employee of the District, one of the two employees must enroll for full two-party or family health, dental and vision coverage through CalPERS and the District's dental and vision service provider.
- 1.9 Any unexpended cash back funds will be retained by the District. Funds will first be used to reduce district encumbrance for health benefits.

## Section 2 - Eligibility

- 2.1 Health and Dental Benefits - Full-time probationary and permanent bargaining unit members shall be considered as eligible to receive the full District health and dental benefit program. Bargaining unit employees employed for less than full time (that is, less than 37-1/2 hours per week and/or less than twelve months per year) shall be eligible to receive health and dental benefits with the District contribution prorated in proportion to the percentage of full-time assignment worked by the unit members. However, transportation employees regularly employed for twenty hours or more per week shall be eligible to receive full District-paid health and dental benefits.
- 2.2 (Office, Technical and Paraprofessional Union only)  
Vision Care Benefits - All bargaining unit members shall be considered as eligible to receive full District-provided vision care benefits, pro-rated for part-time employees.
- 2.2.1 (Maintenance and Operations Union only)  
Vision Care Benefits - All bargaining unit members shall be considered as eligible to receive full District-provided vision care benefits.
- 2.3 Part-time unit members who elect to participate in health and dental benefits program shall authorize the District to deduct the amount in excess of the part-time employee's prorated District-paid share of premiums from the employee's paycheck in order that said employee's full premium may be met. Part-time members who elect to participate in the benefits under this provision shall continue their participation for the duration of their part-time employment with the District.
- 2.4 Part-time unit members not electing to participate in the benefits under this section shall not be eligible again to participate in dental insurance until one calendar year has elapsed from date of refusal. Part-time unit members not electing to participate in the benefits under this section may elect to join a health insurance plan at the next annual open enrollment period established by the District following date of refusal.
- 2.5 Initial Eligibility for Coverage - Unit members shall become eligible for health and dental benefits the first day of the first month following a full month of employment. Coverage shall terminate on the last day of the month in which the employee is terminated.
- 2.6 Domestic Partner Eligibility – Unit members and their domestic partners meeting the criteria in Section 2 above shall be eligible for coverage provided in this section, when allowable under plan rules.
  - 2.6.1 Unit member and partner are not able to be legally married.
  - 2.6.2 Unit member and partner are not related by blood or marriage.
  - 2.6.3 Neither unit member nor partner are married to another person.
  - 2.6.4 Both partners are at least 18 years of age.
  - 2.6.5 Both partners have signed under penalty of perjury a declaration of domestic partnership.

2.6.6 Both partners have signed an affidavit declaring they share a common residence.

2.6.7 Both partners have signed an affidavit declaring they share responsibility for basic living expenses incurred during the domestic partnership.

### Section 3 - Long Term Disability

The District shall provide unit members who work twenty-five hours per week with long-term disability insurance.

### Section 4 - Life Insurance

The District shall provide unit members who work twenty hours per week and who have permanent status with District-paid group life insurance in the face amount of \$15,000, plus an equal amount of accidental death and dismemberment insurance. The District shall also provide unit members who work seven and one half hours per day and who have permanent status with the District-paid group life insurance in the face amount of \$50,000, plus an equal amount of accidental death and dismemberment insurance.

### Section 5 - Health Insurance Retirees

#### 5.1 Coverage

Through CalPERS the District agrees to provide eligible unit members upon retirement at age sixty-five (65) or upon reaching age sixty-five with eligibility to participate in CalPERS benefits program with health insurance coverage at CalPERS Medicare Supplement related rates. Said retirees will receive the District paid minimum benefit provided for health insurance for all employees active and retired. A retiree whose eligibility status qualifies him or her for District paid lifetime retiree benefits shall receive the total District paid health premium identified for retirees minus the CalPERS minimum benefit. This identified premium shall be received as a taxable benefit herein termed a "service credit." Eligible retirees who retire between the ages of 55 and 65 will be eligible to remain on the District paid group health insurance plans and participate in CalPERS at the active employee rates until they reach age sixty-five. The maximum amount paid by the District for retirees age 55 to 65 will be the highest of the single, active HMO plans for San Mateo County.

5.1.1 Eligibility is determined by CalPERS to be five years of fully paid contributions as a member of STRS or PERS. All retirees past or present who meet this minimum eligibility qualification and have retired or subsequently will retire from Sequoia District shall be eligible to participate in the District's CalPERS benefit program.

5.1.1.1 For unit members employed on or after April 1, 1998, and who retire and are eligible, the District will reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the CalPERS minimum benefit until he/she reaches sixty-five. Beyond age 65, employees in this category will remain eligible to participate in Sequoia district's CalPERS medical coverage, however, the cost of the premium in

excess of the CalPERS minimum will be borne by the employee. The District will continue to pay only the Medicare B premiums beginning at age 65.

5.1.2 (Office, Technical and Paraprofessional Union only)

For unit members employed prior to April 1, 1998, and who are eligible, the district will provide a taxable service credit. The District will reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the CalPERS minimum benefit. This reimbursement will be received by the retiree as a taxable service credit. The District will reimburse the same premiums for the eligible retiree's spouse/domestic partner until the retiree reaches age sixty-five.

(Maintenance and Operations Union only)

For unit members employed prior to April 1, 1998, and who are eligible, the district will provide a taxable service credit. The District will reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the CalPERS minimum benefits. This reimbursement will be received by the retiree as a taxable service credit. The District will reimburse the same premiums for the eligible retiree's spouse/domestic partner until the spouse/domestic partner reaches age sixty-five.

5.1.2.1 The identified retiree service credit premium shall be established at the average of the single active premium rates for HMO coverage available in San Mateo County.

5.1.3 For the duration of this agreement, retirees who move outside of the CalPERS provider service area shall receive reimbursement for individually purchased insurance coverage up to the amount of the highest of the single active premium for HMO coverage available in San Mateo County. Outside of the CalPERS provider service area means there is no CalPERS provider within a 30 mile radius.

5.2 Retiree Eligibility

5.2.1 Bargaining unit members must be at least fifty-five years of age. In addition, bargaining unit members must have contributed to PERS or STRS for a minimum of five years.

5.2.2 (Office, Technical and Paraprofessional Union only)

The spouse of eligible retired unit members shall continue to be covered with health insurance until the retiree has reached age sixty-five. After age sixty-five eligible retired unit members may retain health insurance coverage for the retiree's spouse until the retiree reaches 65, provided the retiree remits to the District the full cost of the spouse's participation in the health insurance program.

(Maintenance and Operations Union only)

The spouse of eligible retired unit members shall continue to be covered with health insurance until the spouse has reached age sixty-five. After age sixty-five

eligible retired unit members may retain health insurance coverage for the retiree's spouse until the spouse reaches 65, provided the retiree remits to the District the full cost of the spouse's participation in the health insurance program.

- 5.2.3 In order to receive district-paid benefits, unit members must have served in the district for sixteen years immediately prior to retirement. For each additional year of age beyond age 55, the length of service may be reduced by two years but to no less than 10 years of service. Members who meet this eligibility requirement qualify to receive the taxable service credit.
- 5.2.4 The retiree must be actually drawing retirement benefits from either the State Teachers Retirement System or the Public Employees Retirement System.
- 5.2.5 The retiree must have been eligible for and covered by health insurance while an active employee. The district's contribution to the health insurance premium for the retiree shall be prorated in the manner provided for active retirees in Section 1.2 of this Article.
- 5.2.6 "Years" as used in this section shall be defined as years of service credit as calculated by the Public Employees' Retirement System (PERS), i.e., ten months for full-time (7-1/2 hour) employees or 1720 hours for hourly (less than full time) employees. It is understood that PERS credits a full year of service credit to employees participating in the Reduced Workload Program.

#### Section 6 - Flexible Spending Plan

The District will offer a flexible spending, dependent care excess medical cost reimbursement account plan under Section 125 of the Internal Revenue Code (IRC). A Flexible Spending Account (FSA) allows unit members to designate a certain amount of taxable income on a pre-tax basis to pay out of pocket medical and dependent care expenses.

#### Section 7 - State Disability Insurance

During the term of this Agreement, the District will provide payroll deductions from the employees paycheck for SDI premiums and integrate State Disability Insurance benefits with employees' existing sick leave, with vacation and with other benefits that currently apply in case of employee absence.

## ARTICLE VII

### LEAVES

#### SECTION 1 - Sick Leave

- 1.1 Members of the bargaining unit employed by the District five days per week with full pay for a fiscal year shall be entitled to twelve days' paid leave of absence for illness or injury, exclusive of days they are not required to render service. "Day," as used in this Article, means the employee's regularly assigned work day, exclusive of overtime.
- 1.2 Members of the bargaining unit employed less than five days a week and/or less than a full fiscal year are entitled to that proportion of twelve days' paid leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve months, and/or five days per week.
- 1.3 Members of the bargaining unit employed on or before the fifteenth of the month shall accrue sick leave from the beginning of the month.
- 1.4 Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year, provided certification is submitted as required in paragraphs 1.7, 1.8, and 1.9 of this Section.
- 1.5 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 1.6 Members of the bargaining unit must follow procedures established by their immediate supervisor to notify their department of an impending absence, the nature of the illness or injury, and the anticipated duration of the illness. Said notification must be made not later than 15 minutes before the start of the work shift in order to be eligible for paid illness or injury leave.
- 1.7 The superintendent or his authorized representative may require, whenever in his opinion the efficiency of and general welfare of District operations require it, a unit member to provide a written statement from a medical doctor verifying the nature and degree of the illness. The verification shall be on forms supplied by the District, with any medical cost of completing the form to be borne by the employee. However, the District will bear the medical cost of completing the form if he/she is not eligible for the health benefits provided by this Agreement.
- 1.8 Members of the bargaining unit absent due to surgery, serious injury or illness, or absent for more than five consecutive work days, shall be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.
- 1.9 Leave pursuant to this section is to be used only for illness or injury, except as provided in Section 4 of this Article. Use of leave pursuant to this section for any other purpose shall be grounds for denial of paid leave. Unit members may be required to submit proper medical verification of injury or illness.

- 1.10 Members of the bargaining unit absent due to surgery, injury or illness will not be required to return from sick leave until released by medical authority. Bargaining unit members who have exhausted all leaves, including vacation, and have not been released by medical authority to return to work shall be subject to the "expiration of all leaves" provisions of Education Code Section 45195.
- 1.11 A unit member who is unable to schedule medical or dental appointments at times other than during working hours shall be permitted to be absent from work up to one hour without charging the absence to sick leave. All absences for medical or dental appointments in excess of one hour shall be charged to sick leave. In the event absences for medical and dental appointments are frequent in number, the absence, regardless of time, shall be charged to sick leave. "Frequent" as used in this subsection means more than one such appointment in any one month, or more than four such appointments in any fiscal year.
- 1.12 If a bargaining unit member is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay, and the day shall not be charged against his/her accrued sick leave.

## SECTION 2 - Industrial Accident and Illness Leave

- 2.1 In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to a leave of up to sixty working days in any one fiscal year for each verified industrial accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled for the same illness or injury to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 2.2 Industrial accident or illness leave will commence on the first day of absence provided the unit member submits a doctor's first report of work injury to the Human Resources Office.
- 2.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 2.4 Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- 2.5 Industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used. If, however, an employee is receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, or other paid leave which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.

- 2.6 Prior to being permitted to return to work, unit members must submit to their supervisor a medical release.
- 2.7 Any time a unit member on industrial accident or illness leave is able to return to work, he/she shall, when administratively practicable, be reinstated in his/her position without loss of pay status or benefit status.
- 2.8 Unit members shall become eligible for industrial injury or illness leave upon completion of the six months' probationary period. Waiver of this eligibility period is at the discretion of the superintendent or designee.
- 2.9 Members of the bargaining unit using leave pursuant to this Section must notify their immediate supervisor or designee of their impending absence, the nature and extent of the illness or injury, the anticipated duration of the absence, and of any change in expected date of return to work. Failure to follow procedures required by this subsection may be grounds for denying paid industrial accident or injury leave.

### SECTION 3 - Extended Disability Leave

- 3.1 When a member of the bargaining unit is absent from duty on account of illness or accident for a period of five calendar months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the absent employee's position during the absence.
- 3.2 To be eligible for leave pursuant to this Section, unit members must submit doctor's verification of illness to the Human Resources Department on forms provided by the District
- 3.3 The leave and differential salary provided in subsection 3.1 above is available only after all accumulated sick leave and earned vacation have been exhausted.
- 3.4 Extended disability is defined as disability of long, continued, and indefinite duration which prevents an employee from performing his/her usual duties. Extended disability leave is not intended to be used for illness of short duration.
- 3.5 In case of illness of short duration--five days or less-- where all available sick leave has been exhausted, the employee may use leave without pay or vacation leave.
- 3.6 Extended disability leave is available only once in each fiscal year. The five-calendar-month period is calculated commencing with the first day of absence for the illness defined as qualifying the unit member for the leave provided in this section.

### SECTION 4 - Personal Necessity Leave

- 4.1 Personal necessity is described as an uncontrollable event that must be attended to during work hours. It is understood that Personal Necessity Leave is not vacation. A maximum of seven (7) days of sick leave earned pursuant to Section 1 of this Article shall be



available for use by a unit member. Examples of appropriate use of Personal Necessity Leave include: death of an immediate family member (as defined in Education Code 44985); accidents involving the employee, the employee's immediate family, or property; appearance in court; medical appointments for the employee's immediate family; important family events (graduations, marriages, etc.), birth or adoption of a child; and for other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours.

4.1.1 The Personal Necessity request form shall require a signature to the following statement:

"I certify that the reason for the personal necessity leave is an uncontrollable event that must be attended to during work hours. It is not for the purpose of vacation."

4.2 District adopted procedures for reporting an absence shall be used for reporting Personal Necessity Leave. Leave must be approved by the site administrator and the Assistant Superintendent of Human Resources. Whenever possible leave should be requested and approved in advance.

4.3 Except in extreme emergencies, Personal Necessity leave will not be taken the day immediately preceding or following a holiday.

4.4 Both parties agree that leave pursuant to this section is not to be used for concerted action of any kind.

4.5 Family School Partnership

- The Family School Partnership Act applies to parents, guardians, or grandparents having custody of one or more children in kindergarten through 12<sup>th</sup> grade.
- The employee may take up to forty hours each school year, but not more than eight hours in any calendar month of the school year, to participate in activities of the school, if the employee gives prior and reasonable notice to the employer of the planned absence.
- Leave taken pursuant to this section will be counted as personal necessity leave. If all personal necessity leave has been used, this will be taken from the employee's sick leave.
- The employee shall provide documentation of participation from the school, if requested by the employer.

## SECTION 5 - Maternity and Parental Leave

5.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated as temporary disabilities, and the employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 1 of this Article for absences necessitated by disability related to pregnancy, miscarriage, childbirth, and recovery. The length of the disability leave shall be determined and certified in writing by the employee and the employee's physician.

- 5.2 The District will also grant unpaid child care leave. The maximum length of such leave will be six months.
- 5.3 A unit member will be granted, upon request, a maximum of two days of absence with full pay at the time of the birth or adoption of his/her child. For multiple births or multiple adoptions (i.e. twins), unit members will be granted, upon request, the above referenced two (2) days of absence with full pay for each child.
- 5.4. The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid family/medical leave within a twelve-month period. A new twelve months begins at the end of an FMLA leave provided the employee has been employed for at least 1250 hours during the 12 months immediately preceding the leave. Accrued leave (vacation/sick leave for yourself or vacation/family leave for family) counts toward the twelve weeks. District-paid benefits will continue during the twelve weeks of FMLA leave. Appropriate medical certification will be required.
- 5.5.5 California Labor Code 230 and 230.1 allows use of FMLA for Victims of Domestic Violence. Please consult district policy or the Human Resources office for further information.

#### SECTION 6 - Military Leave

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Military orders must be verified in advance by a copy of the military orders requiring military duty.

#### SECTION 7 - Bereavement Leave

- 7.1 Unit members shall be permitted up to a maximum of five days of leave with full pay for necessary absence in the event of the death of any member of the employee's or the employee's domestic partner's immediate family. "Immediate family" as used in this section includes husband, wife, domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, step parent, step child, or any relative of either spouse living in the immediate household of the unit member. Upon request, employee must provide proof of qualifying relative to verify need to this leave. The five days leave may be taken intermittently within a reasonable time frame.
- 7.2 Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.
- 7.3 Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence. Exceptions to this provision may be made in the event of an emergency.

- 7.4 Verification of bereavement leave upon return from leave: Members of the bargaining unit shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for leave benefits pursuant to this section as may be required by the District. Verification may include but is not limited to death certificate, published death notice, and/or obituary.

#### SECTION 8 - Jury Duty and other Legal Responsibilities

- 8.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, or called as a witness in court other than as a litigant and pursuant to subpoena, leave of absence without loss of pay for time the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours. Employees, so called for jury or witness duty, must notify the District of service date(s) upon receiving said notice or subpoena from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury or witness duty, less meals, travel, and parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty services are not required. The division head may, when warranted, make an exception for unit members who work the night shift.
- 8.2 The unit member shall transmit to the District Human Resources Department any juror's fees received, exclusive of mileage and/or parking fees.

#### SECTION 9 - Leave Without Pay

- 9.1 After three years of service, a unit member may apply for a leave of absence without pay for a period not to exceed three months when approved by the superintendent or designee. Such leaves will not ordinarily be extended. Extensions up to an additional three months will be decided on the merits of the individual case, as determined by the Superintendent or designee, only after written request of the employee. Any employee who fails to return to work at the end of a leave will be terminated, unless the leave has been for illness, injury, or industrial accident, in which case the expiration of all leave provisions of Education Code Sections 45192 and 45195 are applicable. The Board of Trustees may deny any leave without pay request upon recommendation of the superintendent when that particular leave is deemed not in the best interest of the school or the District.
- 9.2 A leave of absence without pay for up to six months may be granted unit members for retraining or for study under the following conditions:
- 9.2.1 The unit member has been a District employee in a paid status for seven consecutive years immediately preceding a study leave or for three consecutive years immediately preceding a retraining leave.
- 9.2.2 The unit member has not had a retraining or study leave during the eligibility period provided in subsection 9.2.1 above.

- 9.2.3 The unit member meets the standards of service prescribed by the District for eligibility for retraining or study leave.
- 9.2.4 The leave is requested in writing three months prior to its use.
- 9.2.5 The leave does not interfere with the operations of the District and has been specifically approved by the Board of Trustees.

9.3 Unit members on leave of absence without pay shall not earn vacation time, sick leave, holiday pay or other benefits provided under this Agreement.

#### SECTION 10 - Illness in the Immediate Family

- 10.1 A unit member may be granted up to four days' absence per fiscal year with full pay because of serious illness in the immediate family of the unit member requiring the actual presence of that unit member.
- 10.2 "Immediate family" as used in this section means spouse, domestic partner, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild; or any relative or foster relative living in the immediate household of the employee.
- 10.3 Approval for leave under this section shall be obtained from the Assistant Superintendent, Human Resources, with the member supplying proper verification, including medical verification, as required.

#### SECTION 11 –Catastrophic Leave

##### 11.1 Eligibility

Catastrophic leave is defined as a major physical or mental disability that renders the employee incapable of performing his or her regular work duties. Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

- 11.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.
- 11.1.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time.
- 11.1.3 Eligibility for catastrophic leave credits shall run concurrently with extended disability leave pursuant to Section 3 of this article and may be used only for the remainder of the school year, but in no event longer than twelve consecutive calendar months following the start of the illness/accident absence.

- 11.1.4 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the annual period as defined in subsection 11.2.3 below.
- 11.1.5 Catastrophic leave credits may be used only in full-day increments.
- 11.1.6 Immediately following the distribution of this agreement, the District will publish and distribute guidelines for application for Catastrophic Leave, including a description of the process for approval or disapproval of such leave.

11.2 Procedures for Contributing Sick Leave Credit

- 11.2.1 Unit members may contribute only one sick leave day in any one fiscal year.
- 11.2.2 This catastrophic leave provision shall not be in effect for any school year in which a solicitation of days is made and a minimum of seventy-five unit members fail to make a contribution of sick leave credits. If this seventy-five-unit member minimum is not achieved in two consecutive years, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned, on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.
- 11.2.3 Sick leave credits may be contributed only from July 1 through October 1 of each school year. Unit members employed by the district after October 1 may donate to the sick leave bank within the first thirty calendar days of employment.
- 11.2.4 Contributions of sick leave credits are irrevocable and shall be for a full day only.
- 11.2.5 Only unit members who have contributed days to the catastrophic leave bank are eligible to use it.

11.3 Joint Association-District Catastrophic Leave Committee

- 11.3.1 A joint Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article.
- 11.3.2 The duties of the joint committee established by this section shall include the following:
  - 11.3.2.1 Determine and certify that the unit member is eligible for catastrophic leave based on the severity of the

illness/accident and physician's verification of the illness/disability.

11.3.2.2 Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, previous use of sick leave and leave pursuant to this section, and length of service.

11.3.2.3 Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs.

11.3.2.4 Approve and designate appropriate forms for donating and requesting catastrophic leave credits.

11.3.2.5 Determine method of proration for sick leave days returned to donor upon discontinuance of the program.

11.3.3 The joint committee may request that an applicant for catastrophic leave apply for PERS disability allowance in lieu of using the leave provided in this section.

#### 11.4 Miscellaneous

11.4.1 Unit members do not accrue sick leave while using catastrophic leave credits.

11.4.2 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.

11.4.3 Approval or denial of catastrophic leave requests by the joint committee shall not be subject to appeal or subject to the provisions of Article X—Grievance Procedure of this Agreement.

11.4.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 3 of this article would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the five months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.

11.4.5 Maximum number of days which can be accumulated in the catastrophic leave reserve shall be no greater than the number of FTEs in the bargaining unit.

- 11.4.6 Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.

#### SECTION 12 – Other Leave

- 12.1 Leave for business or personal reasons, not provided under personal necessity leave may be granted with or without pay at the discretion of the superintendent or designee.
- 12.2 Probationary and permanent bargaining unit members who have no absences pursuant to Article VII, Section 1, 4, and 10 during a fiscal year (July through June) shall be entitled upon request to one day of leave with pay on their birthday the following fiscal year. When the birthday falls on a Sunday, the succeeding work day that is not a holiday is deemed to be the birthday. When the birthday falls on a Saturday, the preceding day that is not a holiday shall be deemed to be the holiday.
- 12.3 When the birthday falls during a week or month when the unit member is not assigned to work, the unit member shall be given a floating holiday during the regular school year. The floating holiday must be scheduled in advance with the pre-approval of the employee's supervisor. The holiday does not carry over or accumulate if not taken in the succeeding work year after which it is earned.

#### SECTION 13 – Organization Leave

Unit members who are official delegates to Union conferences and conventions shall be allowed up to five days' leave with pay per year for the purpose of attending such conferences and conventions, provided the Union reimburses the District for the cost of the substitute, if any.

## ARTICLE VIII

### EVALUATION PROCEDURES

#### SECTION 1 - Time of Evaluation

Unit members shall be formally evaluated at regular intervals:

- 1.1 Probationary employees shall be evaluated prior to the end of the six-month probationary period.
  - 1.1.1 Upon written mutual agreement by supervisor and employee, the probationary period may be extended by four months provided the employee received an evaluation before the end of the fourth month of their probationary period. A subsequent evaluation will be completed at the midpoint of the extension period.
- 1.2 Every employee will be evaluated annually by his/her designated administrator. In cases where the employee reports directly to a classified supervisor, i.e. grounds or maintenance, the supervisor will complete the evaluation. The District will provide training to administrators and supervisors on evaluation, employee supervision and discipline. The District will monitor the evaluation process to ensure evaluations are submitted annually.
- 1.3 An employee who receives an "unsatisfactory" evaluation will not advance a step on the salary schedule, including longevity increases, unless job performance improves such that the employee receives a satisfactory evaluation. In this circumstance, the employee will be re-evaluated by his or her supervisor at the end of each three-month interval until the evaluation is satisfactory or employment is terminated. The employee will not move on the salary schedule until the next annual evaluation cycle, usually in May or June of each school year.

#### SECTION 2 - Persons Responsible for Evaluation

Evaluations shall be made by the employee's designated administrator and/or supervisor and shall be reviewed by the Human Resources Department.

#### SECTION 3 - Procedure for Completion of Evaluation Forms

Evaluations shall be made on regular District forms. The original shall be sent to the Human Resources Department; one copy shall be retained by the designated administrator; one copy shall be given to the employee.

#### SECTION 4 - Procedure for Evaluation Conference

- 4.1 The completed evaluation form shall be shown to the employee being evaluated and each item discussed. Both parties will sign the report, and each may write any comments deemed necessary. Signing the report does not indicate that the employee agrees or disagrees with the report but merely that the employee has seen it.



- 4.2 Comments for attachments to the evaluation may also be submitted by the employee at any time within the ten working days following the evaluation conference and shall be attached to the evaluation.
- 4.3 The immediate supervisor shall confer with an employee concerning areas of work that need improvement. If improvement is not forthcoming, a formal conference shall be held and recorded with both parties acknowledging this conference.
- 4.3.1 The supervisor shall specifically itemize the problem areas and offer steps for improvement.
- 4.3.2 The supervisor shall provide a specific time line within which improvement must be demonstrated.
- 4.3.3 The data required in subsections 4.3.1 and 4.3.2 shall be in writing and signed by both parties, copies of which shall be given to the employee.
- 4.4 At the conclusion of this time, if improvement does not meet with the expectations of the supervisor, the supervisor shall officially record this evaluation on the District evaluation form. A copy of the evaluation form shall be sent to the Human Resources Department. The employee shall sign the form, but the signature does not necessarily indicate agreement with the evaluation. The employee retains the right to attach a statement listing the objections.

#### SECTION 5 - Employee Evaluation Complaints

Employees who have a complaint about the evaluation should seek satisfaction at the first step possible through normal channels in the following sequence:

- 5.1 Evaluator
- 5.2 Appropriate Administrator--School or District
- 5.3 Assistant Superintendent, Human Resources

## ARTICLE IX

### SAFETY

#### SECTION 1 - General

- 1.1 The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he/she has taken reasonable means within his/her discretion to remedy the condition. Nothing in this section is intended to excuse any unit member, including special services aides from carrying out their assigned or reasonably expected duties.
- 1.2 The Union will cooperate with the District in eliminating safety and health hazards. The District, the Union, and the unit members recognize their obligation and/or rights under existing federal and state laws with respect to safety and health matters.
- 1.3 Each unit member has personal responsibility for the cleanliness and safety of the unit member's office, or work area, and will perform all work in a safe manner. It is understood that the provisions of this subsection do not require unit members to perform custodial duties.
- 1.4 Should a unit member identify a condition which appears to be unsafe, the unit member will attempt to restore safety, if it is within the unit member's capabilities. Then the unit member will immediately notify his/her principal or supervisor. The condition will be investigated by qualified personnel and the condition corrected if the District deems it to be unsafe.
- 1.5 Employees may request an ergonomic evaluation be following the procedures provided on the District website.

(Maintenance and Operations Union only)

Each unit member has personal responsibility for the cleanliness and safety of the employee's work station. All work will be performed in a safe manner, including wearing appropriate, safe attire. Should a unit member identify a work condition which appears to be unsafe, he/she will attempt to restore safety, if it is within his/her capabilities. Then the unit member will immediately notify his/her supervisor. ("Supervisor" at the school site is the principal or designee; at the District, "supervisor" is the department head or designee.) The condition will be investigated by qualified personnel and the condition corrected if the ad hoc safety committee under Section 2 deems it to be unsafe.

The District will provide bus drivers with an opportunity to receive, with pay, the hours of classroom instruction required by the state for recertification.

## SECTION 2 – Safety Committee

The supervisor shall seek the advice of an ad hoc safety committee composed of two unit members mutually acceptable to both parties and two representatives of management to review and make recommendations regarding specific complaints under Section 1 of this Article.

## SECTION 3 – Examinations and Tests – (Fees)

Any fees regarding a physical or mental examination or test required as a condition of initial employment or as a condition of continued employment shall be at the District's expense.

The District will provide bus drivers with an opportunity to receive, with pay, up to ten hours of renewal classroom/in-service instruction required by the state for recertification and up to four hours of behind the wheel training during their reviewal year.

(Maintenance and Operations Union only)

## SECTION 4 – Tools, Equipment, Clothing

- 4.1 The District shall provide and launder as appropriate District-required protective clothing for automotive and maintenance personnel.
- 4.2 The District shall provide all bargaining unit members with the tools and equipment which are necessary to perform assigned jobs.
- 4.3 Unit member in the maintenance department will, upon request and with proper receipts, be reimbursed up to \$250 per year for the cost of work boots.
- 4.4 The District shall provide uniforms for school bus drivers. School Bus Drivers shall be expected to wear and maintain District issued uniforms. Drivers must properly wear this uniform Monday through Sunday while in the working capacity as a School Bus Driver.
  - 4.4.1 All uniforms are the property of the District. Upon resignation/termination, drivers shall return all uniforms to the District.

## SECTION 5- Attacks or Assaults Upon Unit Members

- 5.1 Unit members shall immediately report threats or cases of assault and/or battery suffered by them in connection with their employment to their principal or supervisor, who shall immediately report serious incidents to the appropriate law enforcement agency and forward such notification to the superintendent.

- 5.2 It is mutually agreed by the parties to this Agreement that a unit member may, when necessary, use reasonable force in the performance of his/her duties in the interests of self-protection. It is further agreed that under such circumstances the unit member must exercise mature judgment, acting and reacting in a "reasonable and prudent" manner.
- 5.3 Unit members shall have full support and assistance from the District in dealing with students who pose a threat to their safety. This support and assistance shall include full use of all legal steps available.
- 5.4 It shall be within the discretion of the superintendent to grant additional industrial accident and illness leave beyond that provided in Article VII of this Agreement to a unit member who is injured by unprovoked student attack.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### SECTION 1 - Purpose

- 1.1 The purpose of this grievance procedure is to facilitate the processing of a claim of grievance and to secure, at the administrative level closest to the alleged aggrieved employee, resolution to any alleged violation of a specific provision of this Agreement which adversely affects an employee covered by this Agreement in his/her employment relationship.
- 1.2 Action to challenge or change the general policies of the District as set forth in Board or Administrative Policies or rules must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this school District are not within the scope of the grievance procedure.
- 1.3 This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of complaints outside the structure of the grievance procedure.

#### SECTION 2 - Definitions

- 2.1 A "grievance" is alleged violation(s), misinterpretation(s), or misapplication(s) of a specific provision(s) of this Agreement, which directly and adversely affects the grievant. Action to challenge or change the terms of this Agreement shall not be considered a grievance.
- 2.2 A "grievant" is any classified employee of the District covered by the terms of this Agreement who has an alleged grievance. A group of employees may be considered a "grievant" provided all have signed the grievance form that is submitted at Level 1 as provided in subsection 4.2.1 of this Article. The Union may be a grievant for the purposes of this Article if it alleges a grievance for Articles III, XIV, XV, or XVI of this Agreement.
- 2.3 "Day(s)" shall mean a day, except those days during winter or spring vacation, when the central administrative offices of the District are not open for regular business. Exceptions may be made by mutual agreement.
- 2.4 The "immediate supervisor" is the lowest level administrator or supervisor having line supervisory authority over the grievant who has been designated to adjust grievances.
- 2.5 "Mediation Panel" means management employees or designees in joint session with members of the bargaining unit or designees for the purpose of grievance resolution or Agreement application and interpretation. Membership shall consist of three representatives of management and three representatives of the Union. Designees of each party shall be limited to two. Selection of the chair shall be by lot.

## SECTION 3 - Released Time for Processing of Grievances

3.1 The District authorizes released time for the purpose of processing grievances without loss of compensation as follows:

3.1.1 To the grievant only during informal discussion of the grievance with the immediate supervisor.

3.1.2 To the grievant, the shop steward, or one conferee of his/her choice, and essential and necessary witnesses as required by either party at Level One and Level Two. The intent of this subsection is to keep the number of witnesses at a minimum.

3.1.3 To the grievant and the shop steward or one conferee of his/her choice during meetings with the Board of Trustees if the Board requires such meetings during working hours.

3.1.4 To witnesses from both parties as required by the Board of Trustees if the Board desires to investigate the grievance rather than review the record only.

3.2 Processing of Grievances Defined

3.2.1 Processing of grievances shall be that time actually spent in discussions during meetings with the immediate supervisor, the Mediation Panel, the superintendent and/or the Board of Trustees as described in Section 4 of this Article, except as provided in subsection 3.2.3 below.

3.2.2 Time spent in actual transit from work location to the meetings authorized in subsection 3.1 above shall be considered "processing of grievance" for purposes or receipt of this released time.

3.2.3 Time spent by the grievant, his/her shop steward, or conferee, or his/her witnesses for purposes of investigation or preparation for the various levels, meetings, and/or hearing as described in this Article shall not be considered "processing of grievance" for purposes or receipt of released time except that bargaining unit shop stewards will be allowed up to a total of fifteen hours of released time per calendar year to investigate grievances. Each shop steward shall be limited to a maximum of three hours of released time per year.

## SECTION 4 - Procedure

4.1 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

## 4.2

### Formal Level

#### 4.2.1 Level 1

If the grievance is not resolved at the informal level and within thirty days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or designee. The immediate supervisor or designee shall communicate a decision to the employee in writing within seven days after receiving the grievance.

Within the above time limits either party may request a personal conference with the other party.

In the event a personal conference is requested, said ten working-day limit shall begin to run from the date of said conference.

#### 4.2.2 Level 2

If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievance shall be submitted in writing on the appropriate form to the mediation panel within ten working-days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

Within ten working-days after receipt of the grievance, the mediation panel shall meet to investigate the grievance in a sincere attempt to reach a satisfactory resolution or adjustment. Mediation of the grievance shall include a review of the process to date and may include an informal hearing involving the parties in interest.

Decision by the panel shall be by majority vote and shall be final.

#### 4.2.3 Level 3

In the event the panel is deadlocked on a decision, the grievant may, within ten working-days after receipt of notification of the deadlock, appeal the decision on the appropriate form to the Superintendent, or designee. This statement shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.

The superintendent, or designee, shall communicate a decision within ten working-days after receiving the appeal. Either the grievant or the superintendent may request a personal conference within the above time limits.

In the event a personal conference is requested, said ten working-day limit shall begin to run from the date of said conference.

#### 4.2.4 Level 4

In the event the grievant is not satisfied with the decision at Level 3, he/she may, within ten working-days after receipt of the decision at Level 3, appeal the decision on the appropriate form to the Board of Trustees.

The appeal shall be scheduled to be heard by the Board of Trustees at the next regularly scheduled board meeting following receipt of the appeal, provided the appeal is received forty-eight hours prior to the board meeting.

The Board of Trustees shall take action on the appeal no later than the next regularly scheduled board meeting following hearing the appeal.

The decision of the Board of Trustees shall be final and binding.

### SECTION 5 - Miscellaneous Provisions

- 5.1 At any level of the grievance procedure, the employee may request the advice or presence of his or her organizational or unit representatives.
- 5.2 A grievance may be withdrawn by the grievant at any level without prejudice or record.
- 5.3 At any level, time limits in this Agreement may be mutually extended. However, the intent of this procedure is to expedite the processing of all grievances.
- 5.4 At any level, the grievant shall be allowed to present a written statement of position.
- 5.5 If the grievant fails to meet any of the time limits, the grievance shall be deemed denied.
- 5.6 If the respondent fails to meet any of the time limits, the grievance shall be deemed sustained.
- 5.7 Nothing in this section shall prevent a unit member from presenting a grievance to his/her immediate supervisor, and having such grievance adjusted, without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 5.8 Filing of a grievance shall not be considered detrimental to good employee-employer relations.
- 5.9 A copy of the grievance form shall not be placed in the grievant's District personnel file.



ARTICLE XI  
DISCIPLINE

1.1 Unit members who are not permanent classified employees may be dismissed by written notice (terminated from probation or end of temporary assignment) by the District without cause and shall have no right appeal.

1.2 Permanent Worker Discipline for Only Cause

Discipline is defined as suspension without pay, reduction of pay step in class, demotion, dismissal and shall be imposed by the District on classified unit members only for cause. Cause which could give rise to Discipline are cited in Sequoia Union High School Board Policy 4218.

1.3 Progressive Steps Procedure

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, when appropriate, progressive steps shall be utilized unless the incident giving rise to the discipline is of such a nature that, as determined by the District, more severe action is appropriate. In such cases, progressive discipline will not be utilized. A copy of all written discipline, including warnings or reprimands, shall be sent to the Union office unless the unit member requests otherwise, within five (5) business days from the date when such written documentation was served on the worker unit member. Unit members have the right to Union representation during all steps in the progressive discipline process.

1.3.1 Verbal Warning(s)

When appropriate, a unit member may be given a verbal warning regarding his or her conduct. Unit members shall be notified when the unit member is receiving a verbal warning. The unit member shall be given a reasonable period following a verbal warning to permit the worker to correct the problem without incurring more severe disciplinary action.

1.3.2 Written Warning(s) / Reprimand(s)

After the unit member has been given one (1) or more informal or verbal warning(s), the unit member may be issued a written warning or reprimand, which shall be placed in the unit member's personnel file.

1.3.3 Suspension

Unit members may be suspended without pay. A unit member must be notified in writing, pursuant to this Article, when it is being recommended that he or she be placed on unpaid suspension.

1.3.4 Involuntary Demotion, Reduction of Pay Step in Class or Dismissal

1.4 Written Notice Procedure

When a suspension, reduction of pay step in class, demotion or dismissal is proposed, notice of such disciplinary action shall be made in writing and served in person or by certified mail on the unit member at his/her last known address. An administrative hearing (Skelly meeting) shall be held prior to Sections 1.3.3 or 1.3.4 disciplinary action becoming effective except where circumstances require immediate action prior to written notification. The notice of disciplinary action shall be included in the unit member's personnel file and a copy shall be sent to the union, and the notice shall include the following:

- 1.4.1 Statement of the proposed preliminary charges including the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- 1.4.2 A statement of the cause of causes for the personnel action.
- 1.4.3 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 recommendations.
- 1.4.4 Statement advising the worker of the right to a Skelly hearing and the right to appeal the recommendation of the Superintendent/designee to the Board of Trustees and the manner and time in which the appeal must be filed.
- 1.4.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- 1.4.6 Designation of the rule or regulation (if any) which the worker has violated

## 1.5 Skelly Meeting Request

The unit member will be offered a Skelly meeting in order to respond to the charges, either orally or in writing. The unit member shall have a right to have representation at such a meeting.

## 1.6 Written Notice of Decision

After the Skelly meeting or passage of time to request a Skelly meeting, the Skelly officer will give the unit member and the union a written notice of his/her decision. This notice shall be delivered in person or by certified mail.

## 1.7 Appeal Hearing before the Board of Trustees

- 1.7 .1 If the Skelly Hearing Officer sustains proposed disciplinary action of suspension, reduction of pay step in class, demotion, or dismissal, the post-Skelly decision shall include the notice of the right to a hearing before the Board of Trustees and the time within which such a hearing must be requested, which shall not be less than seven (7) working days after service of the post-Skelly decision.

1.7 .2 If the unit member fails to request a hearing within the time specified in the charges and/or the post-Skelly decision, the unit member will be deemed to have waived the right to appeal to the Board. A unit member who requests to have a hearing before the Board shall have the right to appear on his/her own behalf or to appear with counsel and/or an AFSCME representative. Hearings shall be conducted in accordance in Board Policy 4218.

1.7.3 The parties agree to establish a committee with three representatives from AFSCME and three representatives from the District to develop new discipline article recommendations for both bargaining.

## 1.8 Emergency Suspension

Except as provided herein, any unit member against whom a recommendation of personnel 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.

If the Superintendent or designee determines that a permanent unit member should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the unit member must be removed from the premises immediately, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

When circumstances require immediate action the District may immediately suspend a worker with pay. Such suspension shall be with pay until the worker has been given the written notice described in Section 1.3.3.

## ARTICLE XII LAYOFFS

Procedures for layoffs are found in Education Code Sections 45298 and 45308. In accordance with these sections, District procedures.

- The order of layoffs within the class shall be determined by seniority.
- Seniority shall be determined by date of hire. In the case of the same hire date, seniority shall be determined by hours of service.
- The employee who has been employed the shortest time in the class, plus time in higher classes, shall be laid off first.
- Reemployment shall be in the reverse order of layoff.
- Laid off employees are eligible for reemployment for a period of 39 months and are to be reemployed in preference to new applicants.

The District will meet and confer with the Union to discuss the effects of layoffs.

## ARTICLE XIII

### WAGES

#### SECTION 1 - Initial Placement

- 1.1 Employees shall receive step placement on the salary schedule based on their record of experience on file with the Human Resources Department.
- 1.2 New employees shall be credited with one step on the salary schedule for each three years of experience in work related to employee's assignment. New employees may initially be placed beyond step three with the mutual agreement of the District and the Union.

#### SECTION 2 - Schedule Advancement

Unit members who successfully complete a six-month probationary period following initial employment or promotion to a higher classification shall advance to the next higher step on the salary schedule. Thereafter, pending a satisfactory evaluation, unit members shall advance on the salary schedule, including longevity increments, on the first of the month following each full year of successful experience except.

#### SECTION 3 - Professional Growth

- 3.1 Permanent employees, who meet the requirements, will be eligible for a professional growth increment every three years, to a maximum of three increments.
- 3.2 Requirements for the professional growth increment shall include:
  - 3.2.1 Permanent status and employment for a minimum of twenty hours per week on a continuous basis for 75% of the work year.
  - 3.2.2 Advance approval from the Human Resources Department before entering into the course of study.
  - 3.2.3 Course of study must directly relate to the position currently occupied by the unit member. Nothing in this subsection precludes unit members from qualifying for professional growth increments when course of study is to improve job skills for promotion, e.g. Accounting Courses for Finance positions and Business Writing courses for Clerical positions.
- 3.3 Eligible unit members shall be granted thirty dollars per month, prorated to the work year and workday of the individual member for eight semester units or twelve quarter units from an accredited college, university or approved adult education course. A transcript must be provided to Human Resources as proof of completion. Credit for adult education courses will be equated as follows:

10 - 15 hours, 1/2 unit  
16 - 20 hours, 1 unit  
21 - 30 hours, 1-1/2 units

- 31 - 40 hours, 2 units
- 41 - 50 hours, 2-1/2 units
- 51 hours or more, 3 units

#### SECTION 4 - Supplemental Pay

- 4.1 Unit members who work beyond thirty-seven and one-half hours per week shall receive compensatory time at the rate of time and one half for time worked beyond thirty-seven and one-half hours per week, or receive overtime pay at one and one-half times their regular pay rate.

The immediate supervisor shall specifically authorize in writing the compensatory time or overtime pay. The unit member has the option of choosing whether to receive compensatory time or overtime pay at the time he/she works the overtime.

The compensatory time earned pursuant to this subsection shall normally be used within the pay period in which it is earned. However, with the approval of the immediate supervisor, a unit member may accrue up to the maximum allowed by applicable law. Accrued compensatory time is to be used within twelve calendar months following the month in which the overtime is worked and at a time mutually acceptable to the unit member and the immediate supervisor.

- 4.2 (Office, Technical and Paraprofessional Union only)  
A five percent increase in the schedule for employees assigned to begin duties between 2 p.m. and midnight for at least twenty consecutive days will be applied for actual days worked. Unit members receiving shift differential shall not lose such differential compensation if they are temporarily, for twenty working days or less, assigned to a shift not entitled to such compensation. However, part-time employees whose work shift is concluded by 6:00 p.m. shall not be eligible for the five percent increase in salary provided in this subsection.

(Maintenance and Operations Union only)  
A five percent increase in the schedule for employees assigned to begin duties between 2 p.m. and midnight for at least twenty consecutive days will be applied for actual days worked. Unit members receiving shift differential shall not lose such differential compensation if they are temporarily, for thirty working days or less, assigned to a shift not entitled to such compensation.

- 4.3 (Maintenance and Operations Union only)  
A five percent increase will be applied to the bus driver's wages for the hours a certified bus driver trainer spends in actual training, either behind the wheel or in the classroom.

#### SECTION 5 - Longevity

- 5.1 Bargaining unit members who have completed seven or more years of service shall receive thirty-five dollars per month as a longevity increment to the regular base pay. Eligible unit members employed less than full time shall receive a prorated increment based on hours worked.

- 5.2 Bargaining unit members who have completed eleven or more years of service shall receive fifty-five dollars per month as a longevity increment to the regular base pay. Eligible unit members employed less than full time shall receive a prorated increment based on hours worked.
- 5.3 Bargaining unit members who have completed fifteen or more years of service shall receive seventy-five dollars per month as a longevity increment to the regular base pay. Eligible unit members employed less than full time shall receive a prorated increment based on hours worked.
- 5.4 Bargaining unit members who have completed nineteen or more years of service shall receive ninety-five dollars per month as a longevity increment to the regular base pay. Eligible unit members employed less than full time shall receive a prorated increment based on hours worked.
- 5.5 Longevity increments for eligible unit members become effective the first of the month following completion of the years of service required in this section.
- 5.6 Longevity increments provided in 5.1, 5.2, 5.3, and 5.4 of this Article are not cumulative.

#### SECTION 6 - Call-Back Pay

Bargaining unit members called back to work outside of the regular work day or work week shall be guaranteed a minimum of two hours' pay at regular or overtime rate, whichever is applicable.

#### SECTION 7 - Pay Periods and Paychecks

- 7.1 Unit members covered by this Agreement shall be paid once per month, normally payable no later than noon on the last working day of the month. Whenever administratively practicable the paychecks for shift workers will be issued at the end of the shift of the day preceding the last work day of the month. If a normal pay date falls on a County Office of Education holiday, the pay check shall be issued the preceding work day.
- 7.2 The District will endeavor to develop a program through the County Schools Office to show itemized deductions including overtime, holiday pay, shift differential, longevity pay, accrued sick leave, and accrued vacation.
- 7.3 Unit members covered by this Agreement upon retirement or resignation shall be compensated at their regular rate of pay of all accrued vacation leave.

#### SECTION 8 - Equal Pay

There shall be no discrimination on the basis of sex between the wages paid to men and the wages paid to women for the performance of like work within classification for like number of hours.

#### SECTION 9 – Pay for Working Out of Classification

The salary of a unit member who is required to work out of classification in a higher classification shall be increased to the rate of pay of the higher classification while working in that classification. Placement within the range for that classification shall be at the lowest step within the range that provides for at least a five percent increase in case salary. Work in a higher classification shall be specifically authorized in writing and in advance by the immediate supervisor.

## SECTION 10 - Promotions

- 10.1 Unit members who successfully complete a six-month probationary period will move the first of the following month to the next step on the salary schedule for his/her classification except as noted in Article VIII, Section 1.1.1. Failing probation will result in termination from the higher classification prior to completing the six month probation period.
- 10.2 Unit members who are promoted will be placed on the salary schedule at the step which gives the unit member a 5% salary increase. After successful completion of a six-month probation period in the new position, the unit member will receive a step increase, if one is available on the new schedule. If the unit member fails probation, he/she will be returned to his/her previously held position or a comparable position if the previously held position has been abolished.
- 10.3 Permanent employees who accept a promotion will serve a new probationary period, however, during this time they will not be prohibited from applying for other jobs that may come open. If selected the probationary period will begin again for the new position.

## SECTION 11 - Miscellaneous

### 11.1 Mileage

Bargaining unit members required by their immediate supervisor to use their personal vehicles for their assigned work shall be reimbursed at the District rate of reimbursement for actual mileage incurred in the course of their required work. The District rate shall be consistent with that established by the IRS, and shall be revised accordingly in July of each year.

### 11.2 Pension Plan

The Public Employees' Retirement System retirement plan provided by the District to bargaining unit members shall continue in effect for the duration of this Agreement unless altered by California State Law.



The District and bargaining unit members shall participate in the Federal Old Age and Survivors Insurance Program (Social Security).

11.3 Bilingual Stipend

Unit members who are regularly asked by management to use a language other than English as a part of their assigned work shall receive an additional monthly stipend of \$50 provided:

11.3.1 The unit member has demonstrated fluency in the second language;

11.3.2 The unit member's job description does not require the ability to speak a language other than English;

11.3.3 The regular use of a language other than English is certified by the principal, director, or assistant superintendent, as appropriate; and

11.3.4 The stipend is approved by the superintendent or designee.

11.3.5 A stipend for written translations made by unit members at school sites will be paid at the rate of \$5.00 per page (200-300 words).

11.4 Leave Accrual - Vacation and sick leave accrual will be reported monthly on the employees pay warrant.

11.5 Site-Based Governance Councils - Pending continuing allocation from the Board of Trustees and determination by the shared decision making committee, members who participate in their site-based governance councils may be compensated. Nothing in this section precludes an employee from volunteering time to school governance and shared decision making.

11.6 The District agrees to codify the compensation for unit members who qualify as substitute teachers.

11.7 (Office, Technical and Paraprofessional Union only)  
If you are employed full time as an I.A. and are registered as a substitute teacher and called on to do occasional substitute teaching, you will be paid as follows:

11.7.1 If you sub for one period, you will be paid 1/5 of the regular substitute pay, \$30 for each hour of subbing.

11.7.2 If you are going to sub for a block period, the rate will be \$60 per one block period.

11.7.3 Instructional Associates who give up their I.A. hours in order to sub will receive \$30 per hour up to a maximum of 5 hours and will have their I.A. time reduced by the equivalent number of hours spent in subbing.

11.7.4 In the event an I.A. subs after completing a full day of I.A. duty (5 or 6 hours according to contract) the I.A. hours will not be reduced however, the work day is not to exceed 7.5 hours.

11.7.5 If the Principal verifies through signature that the I.A. made up the I.A. hours that were spent subbing the I.A.'s missed hours will not be reduced.

11.8 Instructional Associates shall advance to the Senior Instructional Associate level upon completion of the educational requirements. A satisfactory performance evaluation must have been received in each of the three years immediately preceding the advancement. Up to two years of qualifying experience in other public school districts may count towards advancement.

11.9 School Treasurers shall advance to the level 15 upon completion of ten years of successful end-of-year performance evaluations. Advanced knowledge of principles, practices and procedures of bookkeeping. Ability to perform required tasks accurately and with a high degree of sound, independent judgment. Training and experience and/or college units equivalent to an AA degree in a related field. Accepts and performs increasingly complex financial record keeping and accounting responsibilities associated with student body funds.

## ARTICLE XIV

### HOLIDAYS AND VACATIONS

#### SECTION 1 - Paid Holidays

- 1.1 Bargaining unit members will be allowed the following paid holidays if they fall within the unit member's assigned work year: July 4, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, December 24, December 25, two additional days during the Winter Vacation period as approved by the Board of Trustees, New Year's Day, Martin Luther King's Birthday holiday, Lincoln's Birthday, Washington's Birthday holiday, the Thursday and Friday of spring vacation and Memorial Day.
- 1.2 When any of the holidays listed above fall on a Sunday, the succeeding work day that is not a holiday is deemed to be the holiday. When any of the holidays listed above fall on a Saturday, the preceding work day that is not a holiday shall be deemed to be the holiday.
- 1.3 Other holidays shall be granted as designated by the Board of Trustees of the Sequoia Union High School District or as designated by the Governor of the state as a school holiday.
- 1.4 Unit members who are in a paid status immediately preceding or immediately following a holiday shall be granted the paid holiday.
- 1.5 Unit members who are nine-month employees shall be paid for two holidays during the Winter Break.
- 1.6 Unit members who are not nine-month employees shall be paid for December 24, December 25, two additional days during the Winter Vacation, and New Year's Day.
- 1.7 A unit member required to perform work on a holiday specified in this section shall be paid at his/her normal day's pay plus one and one-half times his/her straight hourly rate for the actual hours worked for the first holiday worked. If he/she is required to work more than one holiday during a fiscal year, he/she shall be paid at his/her normal day's pay plus two times his/her straight hourly rate for the actual hours worked on each additional holiday.
- 1.8 Nothing in this section shall preclude a unit member from volunteering to work on a paid holiday at one and one-half times his/her straight hourly rate for the actual hours worked.

## SECTION 2 - Paid Vacations

2.1 The vacation schedule for full-time bargaining unit members is as follows:

During 1 full year's service (If employed by November 1<sup>st</sup>)

2	13
3	13
4	14
5	15
6	16
7	16
8	17
9	17
10	18
11	18
12	19
13	20

The vacation allowance provided in this subsection must be earned and accrued prior to its use.

“Full year’s service” as used in this subsection means to be actually employed for one entire fiscal year from July through June. Unit members employed before November 1 of any fiscal year will be considered to have completed one full year of employment for vacation anniversary date purposes when they have been employed through June of the fiscal year in which they were initially hired.

2.2 Bargaining unit members working less than twelve months, or less than seven and one-half hours per day, as of June 30, shall be allowed a proportionate amount of vacation depending upon the relation of the time served to twelve months.

2.3 Except for school year (nine-month) employees, vacation may, with the approval of the unit member's immediate supervisor, be taken at any time during the employee's work year. Vacation not taken during the year in which it is accumulated shall be carried forward for use in the next fiscal year. Vacation carried over from one year **MUST** be used in the succeeding school year. Supervisors will be responsible for ensuring that days not taken in year one will be taken as vacation in year two. Unit members shall meet with supervisors at the beginning of the fiscal year to plan anticipated vacation schedules.

2.3.1 In the rare event the unit member is not able to take his full annual vacation, the unit member will carry over days up to the limit of 25 and be paid in cash for remaining days not taken. Pay out calculations will be done in July of each fiscal year. Supervisors will closely monitor the vacation days for these employees in successive school years.

- 2.4 Unit members are encouraged to take vacation in the year in which it is earned. Every effort will be made to limit the number of vacation days carried over year to year. Upon separation from service, unit members shall be entitled to lump-sum compensation for all earned and authorized unused vacation.
- 2.5 Unit members who are nine-month employees will have vacation pay prorated monthly in accordance with the payroll rules of the Public Employees Retirement System.
- 2.6 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.
- 2.7 The District reserves the right to schedule work hours during winter and spring break for those employees whose jobs are best accomplished during times when students are not present. Employees not needed to work during school closure times will take vacation time during winter and spring break. Management will consult with staff and make decisions on which jobs are to be worked during scheduled closures.
- 2.8 (Office, Technical and Paraprofessional Union only)  
A vacation once having commenced shall be terminated only by the employee's returning to work, being laid off, or being terminated from employment. The Superintendent, or designee, may waive this requirement in the event of serious illness.
- (Maintenance and Operations Union only)  
In the event of bereavement or serious illness which prevents continuation of the vacation, unit members may, upon approval of the superintendent or designee, interrupt or terminate vacation to begin sick leave, illness in the immediate family, or bereavement leave as provided in this Article. The unit member must supply notice and verification to the superintendent or designee prior to being granted the change provided in this subsection.
- 2.9 Years in which there are 261 or 262 work days, 12-month employees will have one fewer forced (Winter/Spring break only) vacation day deducted for each day. The District would retain the (8) forced vacation days during the winter and spring breaks, but would only deduct (7) days from the vacation balance of 12-month classified employees.

## ARTICLE XV

### CLASSIFIED RECLASSIFICATION PROCESS

#### SECTION 1 - Joint Committee

Upon receipt of a POSITION INFORMATION QUESTIONNAIRE as well as the completed SUPERVISOR'S REVIEW(S), the District and AFSCME will form a four (4) person committee comprised of two (2) members appointed by the Union and two (2) members designated by the District. In addition to the four-committee members, the committee may bring in additional non-voting members to provide input and to assist with data gathering. In the event of any ties in voting by the committee, the Assistant Superintendent of Human Resources may cast a vote to break the tie. The Joint Committee will make a recommendation to the Superintendent, per Section 4 of this Article.

#### SECTION 2 – Reclassification Process

A request for reclassification, in the form of the POSITION INFORMATION QUESTIONNAIRE, may be initiated either by the supervisor, the employee, the District, or the Union. The employee's request shall be submitted to the Assistant Superintendent of Human Resources who shall attach the POSITION INFORMATION QUESTIONNAIRE to the SUPERVISOR'S REVIEW and forward the request through the succession of supervisors. All requests must be received by the Assistant Superintendent of Human Resources by November 1<sup>st</sup>. The committee will meet within fifteen (15) working days after November 1. The review process will be concluded with a formal recommendation in writing to the requesting party no later than May 1, at which time the recommendation will be forwarded to the Superintendent for consideration.

If two successive supervisors do not approve or endorse the reclassification, the process will be rendered a denial. In this event, the employee or Union may appeal to the Assistant Superintendent of Human Resources; the decision of the Assistant Superintendent of Human Resources will be final.

The District shall notify the reclassification applicant if their request for Reclassification has been approved or denied by the Joint Committee and/or the Superintendent. If the Joint Committee requires multiple meetings to process the Reclassification request, the applicant will be informed of the progress of the Reclassification application.

If two successive supervisors do not approve or endorse the reclassification, the process will be rendered a denial. In this event, the employee or Union may appeal to the Assistant Superintendent of Human Resources; the decision of the Assistant Superintendent of Human Resources will be final.

### SECTION 3 – Criteria for Reclassification

The following criteria shall be used for a reclassification;

1. That the minimum time frame for consideration be eighteen (18) months of the employee(s) having performed the duties for a reclassification review.
2. That the increase in duties and complexity are evidenced on an ongoing basis during the period being reviewed.
3. That the duties and/or assignment can be distinguished from a working out of classification claim.
4. That the employee received satisfactory performance evaluations for his/her past two evaluations.

### SECTION 4 – Review of Committee Recommendation to the Superintendent

In the event that the Joint Committee recommends reclassification, the Superintendent has discretion to accept, modify or override the recommendation. The decision of the Superintendent will not be subject to grievance.

## ARTICLE XVI

### NO-STRIKE CLAUSE

The Union agrees that during the life of this contract neither it nor its officers, representatives, committee members, stewards, or its members, will, for any reason directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slowdown, sit-down, sit-in, stay-away, limitation of required activities, boycott of primary or secondary nature, or any form of interference in the operation of the educational process of the District.



## ARTICLE XVII

### COMPLETION OF AGREEMENT

The District and the Union agree that this contract is complete. There shall be no additions to or deletions from the content of any Articles and there shall be no Articles added except by mutual agreement by the Board and the Union. In addition, there shall be no further negotiations on any matter that is within or comes within the scope of representation for the duration of the contract except by mutual agreement.

ARTICLE XVIII

SAVINGS CLAUSE

If any provisions of this agreement are held contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and subsisting only to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX

TERM OF AGREEMENT

- 1.1 This Agreement shall be for one (1) year, effective July 1, 2016, and shall remain in full force and effect up to and including June 30, 2018.

## ARTICLE XX

### MISCELLANEOUS

- 1.1 The parties agree to maintain a Health and Welfare Benefits Committee to explore alternative health benefit options. The Health and Welfare Benefits Committee will include representatives from all bargaining units including management.
- 1.2 The parties agree to a Classified Professional Development Committee to explore professional development and training for classified employees. The committee will include three representatives from AFSCME and three representatives from the District. Additional ad hoc committee participants may be invited to participate on the committee as needed.
- 1.3 The parties agree to an Advisory Classified Committee to provide input to the District regarding classified staffing at the school sites to be convened by the end of February 2017.
- 1.4 The parties agree to convene a Labor-Management Committee comprised of up to six union representatives and six District representatives to discuss and make recommendations to both bargaining teams by March 2017 regarding the following:
  - 1.4.1 Define Temporary Drivers, Standby Drivers and/or Cover Drivers.
  - 1.4.2 Define Extra Work/Extra Driver terminology and reach agreement to ensure equitable distribution of extra work and extra trips among all drivers.

**OFFICE, TECHNICAL AND PARAPROFESSIONAL  
&  
MAINTENANCE & OPERATIONS  
CLASS SPECIFICATIONS**

<b>Title</b>	<b>Schedule</b>
<b>Office, Technical and Paraprofessional Union Salary Schedule</b>	
<b>ACCOUNTING SERIES</b>	
Accountant Auditor	17.0
Accountant, District	20.0
Account Clerk I	11.0
Account Clerk II	12.0
Accounting Technician	15.5
Payroll Technician I	14.0
Payroll Technician II	15.5
School Treasurer	14.0
<b>CLERICAL SERIES</b>	
Attendance Clerk I	10.0
Attendance Clerk II	11.0
Data Processing Clerk	11.0
District Receptionist	11.0
District Receptionist / Residency Verification Clerk	12.0
Library Assistant I	10.0
Library Assistant II	11.0
<b>SECRETARIAL SERIES</b>	
Administrative Secretary	15.0
Guidance Information Specialist	13.0
Office Assistant	9.0
Office Assistant, Senior	12.0
Office Assistant Trainee	7.0
Secretary (District)	13.0
School Secretary	13.0
School Secretary	15.0
Student Information Systems Specialist	12.0
Technology & Information Service Support Assistant	12.0
Translator/Assessor	12.5
<b>INSTRUCTIONAL ASSISTANCE/PARAPROFESSIONAL SERIES</b>	
Adult School ABE/ESL	11.5
Adult School Instructional Associate I	7.5
Adult School Instructional Associate II	9.5
Adult School Instructional Associate I/Bilingual	8.5
Adult School Instructional Associate II/Bilingual	10.5
Cal Safe Program Leader	15.0
Campus Security I	10.5
Campus Security II	12.5
Career Guidance Associate	11.5
Community Liaison Worker/Bilingual	12.5
Health Aide I	13.0
Health Aide II	15.0

Inclusion Aide	11.0
Instructional Associate I	7.5
Instructional Associate II	9.5
Instructional Associate, Senior	11.5
Instructional Associate Trainee	6.5
Instructional Associate I/Bilingual	8.5
Instructional Associate II/Bilingual	10.5
Instructional Associate/Bilingual, Senior	12.5
Job Developer/Placement Specialist	11.5
Paraprofessional I / SPED	7.5
Paraprofessional II / SPED	9.5
Parent Center Coordinator	8.5
Workability Placement Specialist	13.0

#### **TECHNICAL/SUPPORT SERIES**

Adult School GED Technician	15.0
Buyer	15.0
Reprographics Technician I	9.5
Reprographics Technician II	11.5
Reprographics Technician, Lead	13.5
Student Data Processing Technician	17.0
Technology Support Assistant	12.0
Technology Site Manager	17.0

### **Maintenance and Operations Union Salary Schedule**

#### **FOOD SERVICE SERIES**

Food Service Worker, Cook, Lead	8.5
Food Service Worker, Lead	8.5
Food Service Worker, Production, Lead	8.5
Food Service Worker Helper/Cashier	2.5
Food Service Worker I	4.5
Food Service Worker II	6.5
Food Service/Warehouse Delivery Worker	12.5

#### **GROUNDS SERIES**

Grounds/Graffiti Cleanup Worker	4.0
Grounds Maintenance Helper	7.5
Grounds Worker I	10.5
Grounds Worker II	12.5
Grounds Worker, Lead	14.0

#### **MAINTENANCE SERIES**

Maintenance Carpenter	17.0
Maintenance Carpenter, Lead	18.5
Maintenance Electrician	17.0
Maintenance Electrician, Lead	18.5
Maintenance Painter	17.0
Maintenance Painter, Lead	18.5
Maintenance Plumber	17.0
Maintenance Plumber, Lead	18.5

#### **OPERATIONS SERIES**

Custodian	10.5
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Custodian, Lead	12.5
Grounds/Graffiti Cleanup Worker/Custodian	10.5
School Maintenance and Operations Worker	11.5

### **TECHNOLOGY SERIES**

Network Specialist	20.0
Tech Trainer/Programmer	18.0
Technology Maintenance/Information Services Specialist I	15.5
Technology Maintenance/Information Services Specialist II	17.5
Technology Maintenance/Information Services Specialist III	19.5

### **TRANSPORTATION SERIES**

School Bus Driver	11.0
Transportation Dispatcher	12.0
Service Mechanic	16.0
Vehicle Mechanic	17.0
Vehicle Mechanic, Lead	19.0

### **WAREHOUSE SERIES**

Warehouse Delivery Worker I	10.5
Warehouse Delivery Worker II	12.5