

# Collective Bargaining Agreement

Between

Oakland Unified School District

And

American Federation of State, County and  
Municipal Employees, Local 257

Custodians, Paraeducators to Special Education,  
Food Service Employees, 504 Technicians and  
LVNs

July 1, 2014 – June 30, 2017

## Table of Contents

<b>ARTICLE 1</b>	<b>Recognition .....</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>Definitions .....</b>	<b>1</b>
Section 2.01	District .....	1
Section 2.02	AFSCME Local 257 .....	1
Section 2.03	Classified Employees .....	1
Section 2.04	Regular Employees .....	1
Section 2.05	Probationary Employees .....	1
Section 2.06	Permanent Employees .....	1
Section 2.07	Full-time Employees .....	2
Section 2.08	Part-time Employees .....	2
Section 2.09	Overtime .....	2
Section 2.10	Compensatory Time .....	2
Section 2.11	Seniority .....	2
Section 2.12	Transfer .....	2
Section 2.13	Food Safety Certified .....	2
Section 2.14	Paraeducator to Special Education .....	2
Section 2.15	Lead Aide, Special Education .....	2
Section 2.16	Floater Aide, Special Education .....	3
Section 2.17	Custodial Health Aide, Special Education .....	3
Section 2.18	Specialized Medical Procedures .....	3
Section 2.19	Sweeper Operator .....	3
Section 2.20	Day Custodian .....	3
Section 2.21	Lead Day Custodian .....	3
Section 2.22	Night Lead Custodian .....	3
Section 2.23	Head Custodian .....	4
Section 2.24	Lead Satellite Worker (Nutrition Services Unit) ....	4
<b>ARTICLE 3</b>	<b>Non-Discrimination .....</b>	<b>4</b>
<b>ARTICLE 4</b>	<b>Organizational Security .....</b>	<b>4</b>
Section 4.01	Agency Shop .....	4
Section 4.02	Enforcement .....	4
Section 4.03	Liability .....	5
<b>ARTICLE 5</b>	<b>Dues Deduction .....</b>	<b>5</b>
<b>ARTICLE 6</b>	<b>District Rights .....</b>	<b>6</b>
<b>ARTICLE 7</b>	<b>Assignments/Promotions/Transfers/Vacancies ....</b>	<b>6</b>

Section 7.01	Selection Criteria for Vacancies and Promotions for Custodians, Nutrition Services and Aides Special Ed...	6
Section 7.02	Vacancies and Promotions .....	7
Section 7.03	Head Custodian .....	8
Section 7.04	Lead Custodian .....	8
Section 7.05	Night Lead Custodian .....	8
Section 7.06	Day Custodian .....	8
Section 7.07	Nutrition Service Vacancies and Promotions.....	8
Section 7.08	High School Diploma or Equivalent .....	9
Section 7.09	Aides Special Education Vacancies and Promotions ...	9
Section 7.10	Transfer, Reassignment and Voluntary Demotion ...	10
<b>ARTICLE 8</b>	<b>Layoffs .....</b>	<b>11</b>
Section 8.01	Classified Employees Layoffs .....	11
Section 8.02	Rights of Return .....	12
<b>ARTICLE 9</b>	<b>Hours of Employment .....</b>	<b>13</b>
Section 9.01	Standard Workweek and Workday .....	13
Section 9.02	Hours .....	13
Section 9.03	Daily Assignments .....	13
Section 9.04	Saturday School .....	14
Section 9.05	Overtime, Compensatory Time, Extra Time .....	14
Section 9.06	Call Back .....	16
Section 9.07	Weekend Work .....	16
Section 9.08	Meal Periods .....	16
Section 9.09	Rest Period .....	17
Section 9.10	Temporary Absences and Vacancies .....	17
<b>ARTICLE 10</b>	<b>Leaves of Absence .....</b>	<b>17</b>
Section 10.01	Holidays .....	17
Section 10.02	Vacation .....	18
Section 10.03	Terms of Conditions .....	21
Section 10.04	Sick Leave .....	23
Section 10.05	Extended Sick Leave .....	26
Section 10.06	Other Absences Chargeable to Sick Leave .....	27
Section 10.07	Occupational Leave .....	27
Section 10.08	Pregnancy Leave .....	29
Section 10.09	Maternity, Paternity and Adoption Leave .....	30
Section 10.10	Military Leave .....	30
Section 10.11	Funeral Leave .....	30
Section 10.12	Jury Duty .....	31
Section 10.13	Court Appearances .....	32

Section 10.14	Personal Leave .....	32
Section 10.15	Emergency Leave .....	33
Section 10.16	Leave for Public Office .....	33
Section 10.17	Leave of Absence Without Pay .....	33
Section 10.18	Return from Leave .....	34
Section 10.19	Other Than Approved Leave .....	34
Section 10.20	Administrative Leave .....	35
Section 10.21	Special Terms and Conditions of Leaves .....	35
<b>ARTICLE 11</b>	<b>Health and Welfare Benefits .....</b>	<b>35</b>
Section 11.01	Health and Dental Insurance .....	35
Section 11.02	Kaiser and Health Net .....	36
Section 11.03	Delta Dental .....	37
Section 11.04	Vision Service Plan .....	38
Section 11.05	Life Insurance .....	38
Section 11.06	Long-Term Disability Insurance .....	38
Section 11.07	Health Benefits Governance Board (HBGB)..... ..	39
<b>ARTICLE 12</b>	<b>Retirement and Annuity Plans .....</b>	<b>39</b>
Section 12.01	Public Employees Retirement System (PERS) .....	39
Section 12.02	Social Security .....	40
Section 12.03	Annuity Program .....	40
<b>ARTICLE 13</b>	<b>Compensation .....</b>	<b>40</b>
Section 13.01	Wages .....	40
Section 13.02	Working in a Higher Classification .....	41
Section 13.03	Shift Differentials .....	41
Section 13.04	Major New Work .....	42
Section 13.05	Mileage .....	42
Section 13.06	Classification Adjustments .....	42
<b>ARTICLE 14</b>	<b>Performance Evaluations .....</b>	<b>42</b>
Section 14.01	Performance Evaluations Prepared .....	42
Section 14.02	Not a Disciplinary Procedure .....	43
<b>ARTICLE 15</b>	<b>Personnel Files .....</b>	<b>43</b>
<b>ARTICLE 16</b>	<b>Grievance Procedure .....</b>	<b>43</b>
Section 16.01	Definitions .....	43
Section 16.02	Informal Procedure .....	44
Section 16.03	Formal Grievance Procedure .....	44
Section 16.04	Rules and Guidelines .....	46

<b>ARTICLE 17</b>	<b>Grievance Arbitration and Appeal Procedure for Disciplinary Actions .....</b>	<b>46</b>
Section 17.01	Discipline Procedures .....	46
Section 17.02	Discipline and Performance .....	47
Section 17.03	Expedited Attendance Discipline .....	47
Section 17.04	Absenteeism Twenty or More Days .....	48
Section 17.05	Expedited Disciplinary Procedure .....	48
Section 17.06	Duration of Each Warning .....	48
Section 17.07	Notice of Proposed Disciplinary Action and Opportunity to Reply .....	48
Section 17.08	Hearing Officer Decision and Opportunity to Appeal .....	49
Section 17.09	Selection of the Arbitrator .....	50
Section 17.10	Appeal to the Board of Education .....	52
<b>ARTICLE 18</b>	<b>Union Rights .....</b>	<b>53</b>
Section 18.01	Access to Establishment .....	53
Section 18.02	Use of District Facilities .....	53
Section 18.03	Union Stewards .....	53
Section 18.04	Union-Sponsored Conferences and Workshops .....	54
Section 18.05	Political Action Payroll Deduction .....	54
Section 18.06	Union Involvement for Hiring .....	54
<b>ARTICLE 19</b>	<b>Safety and Training .....</b>	<b>54</b>
Section 19.01	Safety .....	54
Section 19.02	Safety Training Conference or Seminar .....	54
Section 19.03	Safety Manual .....	56
Section 19.04	Injury or Accident Report .....	56
Section 19.05	New Hires Training .....	56
Section 19.06	Paraeducator Training .....	56
<b>ARTICLE 20</b>	<b>Contracting Work Out .....</b>	<b>56</b>
<b>ARTICLE 21</b>	<b>Working Out of Classification .....</b>	<b>56</b>
<b>ARTICLE 22</b>	<b>Other Provisions of Agreement .....</b>	<b>57</b>
Section 22.01	Major Policy Changes .....	57
Section 22.02	Personal Property Damage/Loss .....	57
Section 22.03	Physical Examinations .....	57
Section 22.04	Unemployment Compensation .....	57
Section 22.05	Miscellaneous Adjustments to Pay Warrants .....	57
Section 22.06	Cleaning Policy .....	57

Section 22.07	Nepotism Policy .....	57
Section 22.08	Labor Management Relations Committee .....	58
<b>ARTICLE 23</b>	<b>Concerted Activities .....</b>	<b>58</b>
Section 23.01	Concerted Activities During Term of Agreement ....	58
Section 23.02	No Lockout .....	58
Section 23.03	Withdrawal of Rights .....	58
<b>ARTICLE 24</b>	<b>Scope of Agreement .....</b>	<b>58</b>
<b>ARTICLE 25</b>	<b>Severability Provision .....</b>	<b>59</b>
<b>ARTICLE 26</b>	<b>Paraeducator to Special Education .....</b>	<b>59</b>
Section 26.01	Supervision of a Paraeducator.....	59
Section 26.02	Working Without a Classroom Teacher .....	59
Section 26.03	Community-Based Paraeducators.....	59
Section 26.04	Special Education Certificate .....	59
Section 26.05	Specialized Medical Procedure .....	59
Section 26.06	Lead Paraeducator.....	59
Section 26.07	Use of Personal Vehicle .....	60
Section 26.08	Staffing for Toileting .....	60
Section 26.09	Work Schedules .....	60
Section 26.10	Assignments .....	60
Section 26.11	Equal Paychecks .....	60
Section 26.12	Screening Committee .....	60
<b>ARTICLE 27</b>	<b>Civic Center .....</b>	<b>61</b>
Section 27.01	Adequate Coverage .....	61
Section 27.02	Civic Center Overtime .....	61
Section 27.03	Nutrition Services Offered to Permit Holders .....	61
<b>ARTICLE 28</b>	<b>Summer School .....</b>	<b>61</b>
Section 28.01	Summer Employment .....	61
Section 28.02	Vacation Credit .....	62
<b>ARTICLE 29</b>	<b>Duration of Agreement .....</b>	<b>62</b>
Signature Page .....		63
Attachment A	Creation of Custodial Health Aide Position & Salary	A
Attachment A.1	Salary Schedule for Custodians.	A-1

Attachment A.2	Salary Schedule for Paraeducators	A-2
Attachment A.3	Salary Schedule for Food Service Assistants	A-3
Attachment A.4	Salary Schedule for Food Service Managers	A-4
Attachment A.5	Salary Schedule for 504 Technicians (10 Month)	A-5
Attachment A.6	Salary Schedule for 504 Technicians (12 Month)	A-6
Attachment A.7	Salary Schedule for LVNs	A-7
Cleaning Policy .....		A-8
Union Meetings .....		A-9
Floater Aide Special Education Side Letter.....		A-10
Nutrition Services Managers (FSMs) Side Letter .....		A-11
Definition of Nutrition Services Floating Manager Side Letter .....		A-12
Definition of Nutrition Services Catering Staff Side Letter .....		A-13
HBIC Side Letter of Agreement regarding Coalition Bargaining .....		A-14
HBIC Tentative Agreement among OUSD and Signatory Unions.....		A-15

## **ARTICLE 1                      RECOGNITION**

The American Federation of State, County and Municipal Employees, AFL-CIO, Local 257 is recognized as the sole and exclusive representative for the Custodial Unit, Nutrition Services Unit, Paraeducators (parass) to Programs for Exceptional Children (PEC) Unit, 504 Technicians and LVNs covered by this Agreement. Such employees shall be regularly employed in the classification listed on Attachments A to this Agreement and newly created regular classified custodial and food service positions which are not management, supervisory, confidential, restricted or exempt.

## **ARTICLE 2                      DEFINITIONS**

- Section 2.01    **District:** The District is defined as the Board of Education of the Oakland Unified School District the Superintendent of Schools or designated representative, all hereafter referred to "District".
- Section 2.02    **American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO, Local 257:** AFSCME Local 257 is defined as the sole and exclusive representative, hereafter referred to as Union.
- Section 2.03    **Classified Employees:** Classified employees as defined in this Agreement are those employees employed in positions which do not require certification qualifications and excludes those employees working in classifications listed on Attachments A of this Agreement which are restricted, exempt, short-term, substitute and students.
- Section 2.04    **Regular Employees:** Regular employees are defined as classified employees covered by this Agreement with probationary status, permanent status full time assignment or part-time assignment.
- Section 2.05    **Probationary Employees:** Probationary employees are defined as classified employees who have not completed the required probationary period of employment, whether full-time or part-time. The probationary period for new employees shall be up to six (6) full months of service. Only that time spent in active service for the District shall count toward completion of the probationary period. In the event an employee is absent from service, the probationary period shall be extended on a day-for-day basis.
- Section 2.06    **Permanent Employees:** Permanent employees are defined as employees who have completed the required probationary period in the classification in which they are employed, or who have previously satisfactorily completed the probationary period for another classification within the



Custodial, Nutrition Services and Programs for Exceptional Children (PEC) Units.

- Section 2.07 **Full-time Employees:** Full-time employees are defined as regular employees who are scheduled to work seven and one-half (7½) hours per day five (5) days per week.
- Section 2.08 **Part-time Employees:** Part-time employees are defined as regular employees who are scheduled to work less than seven and one-half (7½) hours per day or less than five (5) days per week.
- Section 2.09 **Overtime:** Overtime is defined as time required to be worked in excess of the normal full-time workday or workweek for the job, class, or group classification. Overtime shall be paid at one and one-half (1½) times the straight rate of pay of the employee designated and authorized to work.
- Section 2.10 **Compensatory time:** Time worked in excess of a normal workday or workweek. Compensatory time shall be paid at one and one-half (1½) times the straight rate of pay.
- Section 2.11 **Seniority:** Seniority is defined as all hours in paid status in each classification worked.
- Section 2.12 **Transfer:** The movement of an employee from one (1) position to another position in the same classification in another department or work site, or another classification and with the same number of hours. A transfer can be voluntary or involuntary. Transfers made by the District shall be subject to the provisions in Article 7.
- Section 2.13 **Food Safety Certified:** Requirement established by California Uniform Retail Food Facility Law (CURFFL) effective January 1, 2000. CURFFL requires that each food facility have an employee who has successfully passed an approved and accredited food safety examination.
- Section 2.14 **Paraeducators Special Education (paraeducators):** Paraeducators work under the supervision of certificated teachers and other professional staff members to assist and support in a variety of instructional and non-instructional tasks. Paraeducators are uniquely responsible for the health care needs of students, assisting with specialized medical procedures, mobility, transportation issues and maintaining a sanitary environment in their assigned classroom in addition to other duties as assigned.
- Section 2.15 **Lead Aide, Special Education:** Provides leadership, assists in the orientation of new Aides, facilitate needed custodial supplies and assist in revising work assignments in case of absences and provide training.

- Section 2.16 **Floater Aide, Special Education:** is defined as a Floater Paraeducator who is required to report daily to an assignment at any grade level at any site at the discretion of Special Education.
- Section 2.17 **Custodial Health Aide, Special Education:** Custodial Health Aides work under the supervision of certificated teachers and other professional staff members to assist and support in a variety of non-instructional tasks and are not required to meet the No Child Left Behind requirements. Custodial Aides are uniquely responsible for the health care needs of students, assisting with specialized medical procedures, mobility, transportation issues and maintaining a sanitary environment in their assigned classroom in addition to other duties as assigned.
- Section 2.18 **Specialized Medical Procedures:** Paraeducators who perform the following specialized medical procedures: Anaphylactic Emergency Care – Epipen; Catheterization – Clean; Gastrostomy Feeding – Slow Drip, Syringe or Pump; Oxygen Administration; Tracheostomy Care with Suctioning.
- Section 2.19 **Sweeper Operators:** A permanent classified employees who operate the District’s truck mounted sweepers. Sweeper Operator shall serve as custodians during inclement weather, machine breakdowns, schools recess and/or emergency situations. Sweeper Operators are assigned to the Custodial Services Department and shall contact the Director or field supervisor for an assignment in such situations.
- Section 2.20 **Day Custodian:** A day custodian is defined as a first-level custodian whose work schedule commences prior to 12:00 noon.
- Section 2.21 **Day Lead Custodian:** Lead Custodians perform and coordinate full range of custodial duties, perform minor non-technical repairs, maintain clean safe buildings and grounds, and may be responsible for securing the building at night. Lead Custodians also provide leadership to other custodial staff when there are custodians assigned to the site. When there are no custodians assigned to the site, the lead custodian duties are as identified above in addition to other related work as directed.
- Section 2.22 **Night Lead Custodian:** Work under direct supervision of Custodial Services and head custodian. Assistant Night Head Custodians perform and coordinate full range of custodial duties, perform minor and non-technical repairs, maintain clean, safe buildings and grounds, is responsible for securing the building at night, and to perform other related work as directed.

Section 2.23 **Head Custodian:** Head Custodians perform and coordinate full range of custodial duties, perform minor and non-technical repairs, maintain clean, safe buildings and grounds, and to perform other related work as directed.

Section 2.24 **Lead Satellite Worker (Nutrition Services Unit):** position designated for each satellite facility. The designated position will be five (5) hours or more or when sole employee at site. The Lead FSA I is solely responsible for HACCP (Hazard Analysis Critical Control Point) program and must successfully pass and maintain Food Safety Certification per California Uniform Retail Food Facility Law (CURFFL).

Section 2.25 **Satellite Facility:** Nutrition Services site that receives all meals from Central Kitchen.

### **ARTICLE 3 NON-DISCRIMINATION**

The District and the Union agree not to discriminate against an employee covered by this Agreement on the basis of sex, race, color, religious creed, national origin, ancestry, age over 40, marital status, pregnancy, disability, medical condition, Vietnam-era veteran status, or actual or perceived sexual orientation. Disabled employees may request reasonable accommodations.

### **ARTICLE 4 ORGANIZATIONAL SECURITY**

Section 4.01 **Agency Shop:** All current employees, new hires or rehired employees in the Custodial, Nutrition Services and Paraeducators in the Programs for Exceptional Children units including substitute employees are required to either join the Union as a member, or agree to pay a service fee equal to the Union's regular dues, within thirty (30)-calendar days of hire, as a condition of employment and continuing employment by the District.

Part-time employees shall only be required to pay proportionate dues or service fees.

The District agrees that all present members of the Union and present employees who join the Union must remain members of the Union for the duration of the Agreement as a condition of continuing employment by the District.

Section 4.02 **Enforcement:** In the event an employee covered by the Maintenance of Membership provision or an employee covered by the Agency Shop provision does not continue to pay the union dues or service fee required, he/she will be discharged by the District after proper notice by the Union.

At the end of the first two (2)-calendar months, the employee will be sent a notice by certified mail from the Union informing the employee that he/she has one calendar month to pay his/her dues or be discharged from the District. A copy of this notice will be sent to the Human Resources Division. If the employee still has not paid the required dues or fees at the end of the third calendar month, the District will be so informed by certified letter from the Union and the employee will be discharged immediately.

The District may require the Union to meet and confer before the discharge if there is additional information to be considered.

Section 4.03 **Liability:** The Union agrees that the District shall not be liable and the Union shall indemnify the District for any actions taken by the District under this provision as a result of incorrect information provided by the Union; provided however, that the District shall pay all costs of enforcing this provision if the District intentionally does not discharge an employee after proper notice from the Union.

## **ARTICLE 5 DUES DEDUCTION**

The District agrees to deduct from the salary payment of an employee an amount, which has been requested in a revocable written authorization by the employee for the purpose of paying the dues of the employee to the Union. The revocation of a written authorization shall be in writing and shall be effective commencing with the next pay period. The District shall each month, draw its order upon the funds of the District in favor of the Union, for an amount equal to the total of the dues collections, as requested by employees in writing, with respect to such organization during the preceding month, less costs. The cost shall be a three-cent cost per individual employee deduction per month. The District shall bill this amount on a quarterly basis to the Union.

The Union agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any suit instituted against the District arising from its check-off of union dues.

The District agrees to have a service agreement with the Union to provide data listing of the names of all of its Union members, status of dues payment, additions and/or deletions and the non-privileged personal data.

## **ARTICLE 6 DISTRICT RIGHTS**

Except as limited and defined by the specified and expressed terms of this Agreement and operating within applicable laws and regulations, the District retains exclusive rights to manage the school district including its rights to determine the methods, means and personnel by which District operations are to be conducted, to determine the mission and functions of each of its departments, sites, facilities, and operating units; to set standards of service to be offered to the public; to administer the personnel system; to classify positions, to establish or delete positions or classes to or from the salary plan; establish standards for employment; promotion and transfer of employees; to direct its employees; to take disciplinary action for just cause; and to schedule work and relieve its employees from duty because of lack of work and other legitimate reasons. The District further reserves the right to take whatever action may be necessary in an emergency as declared by the Board of Education.

## **ARTICLE 7 ASSIGNMENTS, PROMOTIONS, TRANSFERS & VACANCIES**

### **Section 7.01 Selection Criteria for Vacancies and Promotions for Custodians, Nutrition Services and Paraeducators to Special Education (Paraeducators)**

1. Beginning in fiscal year 2009 – 2010 and for the duration of this agreement, all selections that are based upon the employee's qualifications and experience as provided herein shall use the following criteria:
  - (a) Job knowledge and skills ..... 40%
  - (b) Work Performance ..... 25%
  - (c) Attendance ..... 20%
  - (d) Seniority ..... 15%

#### Job Knowledge and Skills

Exceptional (Mastered area) .....	40%
Proficient (Thorough competence) .....	30%

#### Work Performance

Thoroughly Satisfactory (Most recent 3 of 5 Evaluations)..	25%
Thoroughly Satisfactory (Most recent 2 Evaluations) .....	20%
Satisfactory (Most recent Evaluation) .....	15%

#### Attendance (Unexcused Absences)

0 days .....	20%
1 – 5 days .....	10%
6 – 9 days .....	5%

10+ days .....	0%
<u>Seniority</u>	
20+ years .....	15%
15 – 19 years .....	12%
10 – 14 years .....	9%
5 – 9 years .....	6%
0 – 4 years .....	3%

## Section 7.02 Vacancies and Promotions

- (a) All vacancies shall be posted for seven (7) working days and all permanent positions will contain the phrase "Agency Shop Position". The District may, at its sole discretion, post certain positions as "open until filled". Selection will be based upon the following order of applicants: 1) lateral transfer requests; 2) current District employees; 3) substitute employees **or** outside applicants. All postings shall be as follows:
  - 1. Made available on the District's website;
  - 2. Electronically provided to the Union;
  - 3. Posted on EdJoin and in the District's Administration Building
  - 4. Posted in the main office of Custodial Services, Nutrition Services and Programs for Exceptional Children
- (b) No posting shall occur for ten (10) month employees during the winter, spring and summer recess.
- (c) Promotional opportunities are available to bargaining unit employees only.
- (d) Employees whose most recent overall evaluation reflects less than satisfactory performance and/or who are currently on progressive discipline shall not be eligible to apply for promotional opportunities.
- (e) The Human Resources Division shall notify all unit members not selected for the position in writing within ten (10) working days after the decision is made.
- (f) The selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified, seniority will govern.
- (g) If no one in the Union applies for Custodian, Orderly or Sweeper Operator, the position shall be open to outside hires.
- (h) No bargaining unit employee shall remain in an acting position and/or a vacant position for longer than ninety (90) consecutive days.

- (i) Assignment to split shift work shall be made by placing the least senior employee in those openings. When a straight shift assignment becomes available, it shall be filled by the most senior employee who (is not currently on progressive discipline and who does have a satisfactory rating on their most current performance evaluation) works the split shift and who wishes to fill the opening.

Section 7.03 **Head Custodians (HC):** Classification is promotional only. Vacancies for HC shall be assigned as follows:

- 1) HC I – sites with three to four custodians;
- 2) HC II – sites with over four and less than six custodians;
- 3) HC III – sites with six or more custodians

Section 7.04 **Lead Custodian:** The Lead Custodian classification is promotional. All Lead Custodians monthly stipend shall be \$50.00 per month.

Section 7.05 **Night Lead Custodian:** The Night Lead custodian classification is promotional. Night Leads are assigned to work at high schools only and the position is selected by Custodial Services and by the Head Custodians. **Effective July 1, 2015, all Night Lead Custodians monthly stipend shall be \$100.00 per month.**

Section 7.06 **Day Custodian:** This position is assigned by Custodial Services and the Head Custodian at the site.

- (a) Should an opening for a day custodian occur, the position shall be posted for seven (7) working days in Custodian rooms and other appropriate locations throughout the District.
- (b) Employees eligible to promote to a day position who will be absent for five (5) working days or more may submit an application for a day opening prior to the scheduled absences.

Section 7.07 **Nutrition Service Vacancies and Promotions**

- (a) All vacancies in the classifications of Food Service Assistant I, four (4) hours or more and above are open for application by permanent Food Service employees only. Announcements for job vacancies in these classifications shall be posted for a minimum of fifteen (15) working days as set forth herein. The vacancy announcement shall include job title, site, salary and the selection procedure. The employee shall be shown a copy of the work schedule upon request.

- (b) The selection shall be based upon the employee's qualification and experience. In the event that two candidates are equally-qualified, seniority will govern.
- (c) Promoted employees shall serve a probationary period of not more than six (6) full calendar months of active service.
- (d) For positions in the manager, satellite lead worker, FSA III, FSA II and FSA I (child development center or floaters) classifications that are designated as Food Safety Certified, the candidates for promotion into those positions will be required to be Food Safety Certified. They must be re-certified every five (5) years to maintain these positions. After meeting the certification requirement, the selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified, seniority will govern.
- (e) Lead Satellite Workers (Nutrition Services) shall receive a monthly stipend of \$50.00.
- (f) All applicants for a particular vacancy shall be notified within ten (10) days after the selection is made.
- (g) Any employee who fails the probationary period in a higher classification shall be placed in the same or similar position that was formerly held, subject to available openings.
- (h) Any employee promoted into a higher classification shall be placed on the step within the new classification that ensures that employee a salary increase of at least five (5%), even if that first step is Step 1.

Section 7.08 **High School Diploma or Equivalent:** Effective July 1, 2005 all employees seeking promotions to Food Service Manager I through Food Service Manager VIII will be required to meet the minimum qualification of a High School Diploma or equivalent. All current Food Service Manager I's through Food Service Manager VIII's will be grandfathered.

Section 7.09 **Paraeducators Special Education (Paraeducators) Vacancies and Promotions**

- (a) Any increments of hours assigned to an existing position shall be considered promotional and therefore posted.
- (b) The selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified, seniority will govern.



- (c) Any applicant with a less than satisfactory performance rating during the preceding one (1) year period will not be eligible for such vacancy.
- (d) Interviews: District Personnel will conduct the interview and selection process. Selection will be based upon the following order of applicants: 1) transfer requests; 2) current district employees; 3) substitute Paraeducators; 4) outside applicants.
- (e) Required Training: To be eligible for continued employment in a selected position the Paraeducator will be required to attend all mandatory training programs.
- (f) All Paraeducators are required to meet No Child Left Behind requirements by June 30, 2006.
- (g) All seven (7)-hour Paraeducators positions shall be considered promotional opportunities.
- (h) Lead Aide shall receive a monthly stipend of \$50.00.

**Section 7.10 Transfer, Reassignment, and Voluntary Demotion**

**Definition:** Transfers made by the District shall be subject to the following provisions:

- (a) **Voluntary Transfer:** A voluntary transfer is a transfer initiated at the request of the employee. Request for transfer is prohibited during the first full work year and shall be limited to one per school year thereafter, provided that the employee's Job Performance is satisfactory.

Employees wishing to transfer from one work site or department to another shall apply for such transfer in writing to their respective departmental director and shall complete an application for a posted position. The Human Resources Division shall maintain a file of employee requests for voluntary transfer. Appropriate consideration shall be given to each request within the level of the vacancy.

- (b) **Involuntary Transfer:** An involuntary transfer is a change in department or work site when deems such a change to be necessary for the benefit of a department, school, or program; for the protection or morale of the employee, or of other employees; or for other reasons related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary transfer is acted upon, the employee must be notified in writing that an involuntary transfer is being made and no such transfer shall be made without five (5) days notice. The District-initiated transfer shall not be arbitrary or capricious.

- (c) **Reassignment:** A reassignment is the transfer of an employee from one department or work site to another, or from one classification to a comparable classification because a position in the employee's original department or work site has been eliminated or reduced due to lack of work (including formal program change or transfer of program responsibilities) or lack of funds. Before any reassignment is made, the employee involved must be notified in writing of the reassignment and the specific reason thereof no less than five (5) working days in advance. As used in this section, "working day" shall be defined as an employee working day, except for the purpose of school year reassignment of Paraeducators where working day shall be defined as District working day.

All disputes regarding reassignment of bargaining unit members shall be handled according to the procedures as outlined in Agreement.

- (d) **Voluntary Demotion:** A voluntary demotion is a change, initiated at the request of the employee, to a reduced number of hours and/or to a previously assigned or held classification involving a lower rate of pay. An employee wishing a voluntary demotion shall request such demotion in writing to the appropriate administrator.

## **ARTICLE 8 LAYOFFS**

**Section 8.01 Classified Employees Layoffs:** The District may layoff and may reemploy classified employees only in accordance with procedures provided by Education Code sections 45298 and 45308, District rules and regulations, and Article 8 of this Agreement.

- (a) Classified employees shall be subject to layoff for lack of work or lack of funds. The order of layoff within the class shall be determined by length of service in the class, plus higher classes. The employee with the least service shall be laid off first. Reemployment shall be in the reverse order of layoff.
- (b) Employees in higher classifications shall have the option of being laid off or of bumping down to a lower classification in which the employee has more "length of service" than at least one employee in the lower classification.
- (c) The District shall notify the Union two (2) weeks in advance of its intended date for sending layoff notices to affected employees. This notice shall be by hand delivery to the Union Office or electronic notification or certified mail. The District shall provide the Union at that time of such notice with a copy of the seniority list used to rank the affected employees.

Within five (5) workdays of receipt of said seniority list, the Union shall submit to the Executive Officer of Human Resources or designee in writing any dispute regarding the ranking. Failure to comply with this time line shall result in a waiver of this right. The Executive Officer of Human Resources or designee shall investigate the concerns and within five (5) working days report back to the Union the results of such investigation. If the dispute remains unresolved, the District and the Union agree to commence negotiations within five (5) working days of completion of said investigation.

- (d) The District shall agree to negotiate the effects of layoff on remaining bargaining unit members as defined by law.
- (e) Pursuant to Education Code section 45117(b) the District shall notify the affected employee(s) not less than 45 days before the effective date of layoff of their layoff and inform them of their displacement rights, if any, and reemployment rights.
- (f) All laid-off employees shall be retained on the reemployment list for thirty-nine (39) months and shall be reemployed in reverse order of layoff, along with all other employees on the reemployment list. The District shall notify the Union of its intention to rehire employees, including the date and number of employees to be rehired. All disputes regarding reemployment of laid-off bargaining unit members shall be handled according to the procedures as outlined in this Article.
- (g) The District shall furnish to the Union two (2) weeks prior to implementation of a layoff a list of any transfers or reassignments necessitated by the layoff.
- (h) Refusal to accept work that is less than full-time shall not jeopardize standing on the reemployment list.
- (i) A laid-off employee, who refuses a job in his/her prior classification, or a comparable classification, shall be dropped from the reemployment list. Refusals based on valid medical reasons verified by the District's physician shall be accepted.

Section 8.02 **Rights of Return Other than Layoffs or Disability:** The rights of return of bargaining unit members who promote outside the unit, or leave the employ of the District for reasons other than layoff or disability, shall be in accord with the relevant provisions of the Education Code. The request must be submitted in writing to the appropriate administrator.

After six (6)-months, the District may fill vacancy and employee shall not be guaranteed to return to the same position. In the event a request to

return is made after one (1) calendar year the former unit member shall be eligible for a vacancy in the classification of regular Custodian. Eligibility for promotional opportunities shall be based on seniority as of date of return.

## **ARTICLE 9 HOURS OF EMPLOYMENT**

Section 9.01 **The Standard Workweek and Workday:** The standard workweek consists of five (5) consecutive workdays within a seven (7) day period. Work schedules may be adjusted in the best interest of the District.

- (a) A full-time workweek shall be thirty seven and one-half (37 ½) hours within a seven (7) day period.
- (b) Existing policies on shift shall remain except as agreed to by the parties on a yearly basis to provide coverage for non-District summer programs.

Section 9.02 **Hours:** Full-time assignments are seven and one-half (7½) hours within an eight (8) hour day. Part-time assignments are less than seven and one-half (7½) hours per day.

- (a) All assignments shall be in no less than quarter-hour increments.
- (b) The District agrees to make assignments of no less than three (3) hours for the employees in the Nutrition Services.
- (c) The District agrees to attempt to maximize the numbers of hours per day of assignments consistent with maximum efficiency and cost effectiveness of operation.
- (d) The District may increase hours in cafeteria where custodial duties associated with the Food Service program can be assigned cafeteria staff in a manner that increases hours and eligibility for benefits.
- (e) All Lead and Head Custodian starting times shall commence between the hours of 6:00 AM and 8:00 AM.

Section 9.03 **Daily Assignments:** The parties shall meet and confer on any new classification that changes any existing terms and conditions of employment where necessary.

- (a) **Nutrition Services Emergency Staffing:** Because of an emergency, the District may alter the regular work schedule of a Food Service Manager or Lead to perform service(s) determined to be in the best interests of the District. When feasible, the District shall provide the employee with

advance notice when it is determined that a schedule change is warranted. In the event an employee is unable to alter his/her schedule, the employee shall not be subject to discipline.

- (b) **Custodial Duties Associated With Nutrition Services:** The District may increase hours in cafeterias where custodial duties associated with the Food Service program can be assigned cafeteria staff in a manner that increases hours and eligibility for benefits.
- (c) **Increase or Decrease in Kitchen Participation:** The District agrees to continue its present practice regarding assignment to classifications based on increases or decreases in kitchen participation.
- (d) **Minimum Days Staffing:** Staffing for Minimum Days will be based on participation using Meals Per Labor Hour Standards (MPLH) and site needs as follows:
  - (1) Scheduling of employees to work on Minimum Days will be determined by employee's classification, job duties, and seniority.
  - (2) An employee may use any accumulated paid leave balance, or, when available work at another site, or may choose to take leave of absence without pay consistent with the District's operational needs.
  - (3) Employees who take Leave Without Pay or use Sick Leave because of Minimum Days will not receive disciplinary action due to this leave.

Section 9.04 **Saturday School:** A custodian's weekly schedule may be adjusted to provide coverage for Saturday School only when the Saturday School is scheduled at the custodian's regularly assigned site. Any other scheduled event at the site shall be governed by the District's Civic Center policy.

Section 9.05 **Overtime/Compensatory Time/Extra Time**

- (a) **Overtime:** Overtime is time required to be worked in excess of the normal full-time workday or workweek for the job, class, or group classification. Overtime shall be paid at one and one-half (1½) times the straight rate of pay of the employee designated and authorized to work. Full time employees who work the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of the workweek shall receive overtime for all such time worked. Part-time employees who work the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of the workweek shall be paid in accordance with Education Code Section 45131.

- (b) **Compensatory Time:** An employee may elect to accrue compensatory time at one and one-half (1½) times the straight rate of pay as a form of overtime pay upon mutual consent of the employee and the supervisor/department head authorized to make such an assignment.

The District shall administer a compensatory time off account to track the employee's earned hours of compensatory time to be reflected on the employees pay warrant.

Employees may not earn compensatory time to exceed two hundred and forty (240) hours. Once the maximum balance has been attained, overtime hours will be paid at the overtime rate.

Requests for use of compensatory time shall be made in writing to the administrator at least three (3) days prior to the commencement of the time off request. This provision may be waived at the discretion of the administrator. The denial of compensatory time shall not be unreasonable, arbitrary or capricious.

- (c) **Extra Time:** Extra time is time required to be worked by part-time employees in excess of the employee's regular daily and/or weekly work schedule but less than the daily and/or weekly work schedule of a full-time employee. Extra time may also be time worked by a ten (10)-month employee in excess of the normal ten (10)-month assignment.

Extra time shall be paid at the straight-time rate of pay of the employee designated and authorized to perform the extra time.

- (d) **Authorization:** Overtime, compensatory time and extra time may only be performed upon written authorization by a supervisor/department head authorized to make such assignment. In the absence of such authorization all services rendered shall be considered a voluntary service to the District. Overtime, compensatory time and extra time shall be performed at the work site.

- (e) **Food Service Manager or Lead:** The Food Service Manager or Lead will only be eligible for extra time once they have worked hours in excess of their regular work schedule or overtime or compensatory time for hours worked seven and one-half (7½) hours per day, in accordance with applicable Education Code.

- (f) **Custodian Coverage:** In the event that the night custodian or a substitute does not report to work by the end of the Head or Lead custodian's day shift, the Head or Lead custodian shall report that fact to the site administrator and shall be authorized one-half (½) hour of overtime. If no

coverage is available, the Head or Lead custodian shall be authorized one and one half (1½) hour of overtime. Additional overtime shall be authorized at one-half (½) hour increments.

Section 9.06 **Call Back:** A regular, full-time employee, who has completed the normal workday and is called back from home to work shall, upon reporting, receive a minimum of two (2) hours work at the one and one-half (1½) overtime rate. When an employee is called to report before the regular starting time, and works from the time reported to the end of the normal shift, that situation is considered regular overtime.

- (a) The District shall be required to call a custodian in to work when there are five (5) or more non-management District staff at a site to open/close and clean as appropriate. The custodian will perform clean-up activities including the normal work performed by a custodian.

Section 9.07 **Weekend Work:** In the event that a program is established requiring regular weekend work, the following procedure will be used:

- (a) The supervisor/site administrator shall first ask for volunteers from among existing site employees in the appropriate classifications to staff such work assignments. The supervisor/site administrator shall retain the right, in his/her sole judgment, to determine which employee(s) from among the volunteers are qualified to perform such assignments.
- (b) Should there be no volunteers the supervisor/site administrator shall assign the employee(s) who have the least seniority in the appropriate classifications who are qualified to perform such assignments. The District shall retain the right, in its sole judgment, to determine those employees qualified to perform the assignments. An employee selected shall be required to accept such assignment.
- (c) In the event that work normally performed by bargaining unit members is scheduled or required to be performed on weekends or holidays, the District shall employ only unit members. A list shall be established once a year at the beginning of each school year by written notice to unit members. Assignment will be made by calling listed employees in order of employment. A unit member who has worked or refused shall be placed at the bottom of the list. Three (3) consecutive refusals shall remove the unit member from the list. In the event no permanent unit members on the list respond, the District may employ substitutes for weekend work.

Section 9.08 **Meal Periods:** Full-time employees covered by this Agreement shall have a meal period of thirty (30) minutes during each standard workday. Whenever possible, an uninterrupted meal period shall be scheduled at the

middle of the workday; however, it is recognized, that emergencies may arise and that, under such circumstances, meal periods may be delayed.

**Section 9.09 Rest Period**

- (a) Full-time employees shall be granted two fifteen (15) minute rest periods per shift, one rest period during each half of the standard workday. Part-time employees, who work three and one-half (3 ½) or more continuous hours, without a lunch period, shall be granted a fifteen (15) minute rest period as scheduled by the supervisor. Rest periods shall not be used to lengthen the lunch period, shorten a workday or compensate for lost time.
- (b) A part-time regular employee who works four and one-half (4 ½) hours per day or more, and who works three (3) or more continuous hours not interrupted by a lunch period, shall be entitled to a fifteen (15) minute rest period during the three (3) or more hours work period as scheduled by the supervisor.

**Section 9.10 Temporary Absences and Vacancies:** A temporary absence is defined as an absence created by an employee's use of accrued leave or being in a non-work status with a right to return to his/her position. Either overtime, compensatory time, extra time or a substitute shall be provided beginning with the first day of the employee's absence.

- (a) In the event that a custodian orderly is absent and there is no substitute Paraeducator who is the most qualified and most senior at the work site shall be offered the opportunity to promote temporarily into the custodian orderly position. The employee shall be paid according to the substitute rate in Attachment "A" beginning the fifth (5<sup>th</sup>) day of the absence.
- (b) In the event a Head Custodian at an Exceptional Children Program site is absent and there is not a substitute provided, a custodian orderly who is the most senior at the site shall be offered the opportunity to promote temporarily into the Head Custodian position. The employee shall be paid according to the substitute rate in Attachment "A" beginning the fifth (5<sup>th</sup>) day of the absence. This does not prevent the night custodian from substituting for the Head Custodian.
- (c) When a food service substitute is not available, a unit member will be assigned and paid at the extra rate or appropriate substitute rate, whichever is higher.
- (f) Permanent employees shall be assigned extra hours available due to a long-term absence or vacancy pursuant to Article 7.

**ARTICLE 10 LEAVES OF ABSENCE**

**Section 10.1 Holidays:** Regular employees who qualify shall receive legal holidays as



approved by the Board of Education and adopted in the school calendar.

- (a) When the legal holiday occurs on a Saturday, the preceding Friday shall be deemed the holiday.
- (b) In the event a ten (10) month employee is employed during the summer recess, the employee shall receive the holidays which occur during the period of employment provided he/she meets the qualifications described in paragraph (a) below.
- (c) Regular employees shall be entitled to paid holidays when they are in paid status during any portion of the work day immediately preceding or succeeding the holiday; provided that the employee working less than a five (5) day workweek must have been scheduled to work the day observed by the District as a paid holiday and would have worked had the holiday not been observed. Regular employees not normally assigned to duty during winter recess shall be paid for legal and declared holidays that occur during winter recess, provided they are in paid status during any portion of the work of their normal assignment immediately preceding or succeeding the recess period.
- (d) Full-time regular employees who qualify for a paid holiday shall receive normal, straight-time rate of pay for the holiday observed. Part-time, normal, regular employees who qualify for a paid, holiday shall receive the straight-time rate of pay for that portion of the day the part-time employee would have been scheduled to work had the holiday not occurred. Regular employees who work for the District on a holiday shall be paid for all time so worked at the rate of time and one half in addition to the regular pay received for the holiday.
- (e) Regular employees who are on paid Leave of Absence when a holiday occurs shall receive the paid holiday at the rate of pay for the Leave, and the holiday received shall not be charged against the paid Leave. Employees on unpaid Leave of Absence shall not be paid for holidays, which occur during the Leave.

Section 10.2 **Vacation:** Permanent employees are entitled to vacation benefits as follows:

- (a) Twelve (12) Month Employees
  - (1) **Benefits:** Eligible employees are entitled to time off without loss of pay upon completion of the following years of continuous service:

Active Service	Vacation Benefits
1 year	2 workweeks
4 years	3 workweeks
10 years	4 workweeks
25 years	5 workweeks

(2) Rules Applicable to twelve (12) Month Employees Benefits

- a) Vacations shall be scheduled so as to enable the District to maintain its full functioning status.
- b) Twelve (12) month employees working at school sites should schedule their vacations during school recess periods. All employees are discouraged from scheduling vacation for the periods immediate preceding the opening and closing of schools.
- c) Employees who prefer specific vacation time periods shall so notify their supervisor and department head, and such preference shall be considered.
- d) Employees shall request vacation at least ten (10) working days in advance of anticipated date of leave. Within five (5) working days of the request, the employee shall be notified of the decision. Employees who request vacation more than ninety (90) days in advance of anticipated data of leave, shall be given thirty (30) days notice of the date upon which their vacation will commence. Arrangements for special circumstances, which allow for more notice, may be made with the appropriate manager.
- e) If an employee takes an unpaid leave of absence in conjunction with vacation, the employee must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.
- f) Denial of a specific vacation request shall not be arbitrary or capricious.

- (3) **Minimum Vacation:** The minimum vacation leave permitted at any one time shall be in one-half ( $\frac{1}{2}$ ) day units, unless a shorter period of time is required to exhaust an accumulated vacation balance.

- (4) **Accumulation:** Eligible twelve (12) month employees shall have all of their vacation for the school year in question credited to their account on July 1. These vacation benefits must be used prior to July 1 of the following school or an equivalent cash payment will be made. All cash payments shall be in separate pay warrants. The only exceptions to this policy are as follows:

Vacation not used by employees who have rendered more than five (5) years of active service may, by written request of employee, carry over a maximum of ten (10) days of earned vacation.

An employee with ten (10) years or more of active service may, for the sole purpose of special trips or events, which are planned for the following year, request in writing a carry over of twenty days of vacation for said trip/event. Such request shall be granted with the provision that the request is an exception to the established carry over policy, and is for the benefit of an employee only for special trips/events, and must be taken during that year.

Vacation credit in excess of the permitted accrual, as a result of the District's having prevented the employee from taking earned vacation, shall be paid in cash after the end of the calendar year.

- (5) **Illness During Vacation:** Regular employees who are hospitalized or placed under a physician's care during a paid vacation leave may, upon return to duty and presentation of a statement from the hospital or physician which verifies dates of hospitalization or care, request that time spent in the hospital or under the physician's care be charged against accrued sick leave instead of vacation. The request shall be submitted in writing to the Department Head within five (5) working days following the employee the employee's return to duty.

Vacation, which is thereby recredited to the employee then, may be rescheduled later by the Department Head.

(b) **Ten (10)-Month Employees:** Salaried Employee Benefits

Year of Continuous Employment	Vacation Benefits
1 to less than 4 years	8 work days
4 to less than 10 years	12 work days
10 to less than 25 years	17 work days
25 years or more	21 work days

- 1) **Accumulation:** Eligible, ten (10) month employees shall have all of their vacation for the entire school year in question, -credited to their account on or before July 1.
- 2) **Vacation Use:** Eligible ten (10) month employees shall use vacation credited to their account during the winter and spring recess periods. Any vacation earned but unused at the end of the school year shall be paid cash-in-lieu in a separate pay warrant at the end of the school year.

Section 10.3 **Terms and Conditions:** The following terms and conditions apply to both ten (10) month and twelve (12) month permanent employees:

(a) **Eligibility**

- (1) Regular ten (10) month and twelve (12) month employees are eligible for vacation benefits after completing six (6) or more full Calendar months of employment and attaining permanent status.
- (2) Vacation benefits are earned for each month in which employees are in a regular, paid status for at least one-half ( $\frac{1}{2}$ ) of the working days in each month.
- (3) Employees who work less than a full work year, week and/or day shall receive prorated vacation benefits.
- (4) Any twelve (12) month employee who requests a leave of absence of more than thirty (30) workdays, shall exhaust all vacation benefits prior to commencement of said leave.

(b) **Prorated Benefits**

- (1) Upon completion of the probationary period and attaining permanent status a twelve (12) month employee is granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and the July immediately following said employment date. A ten (10) month employee may, upon completion of probation, use accrued vacation during school recess periods.
- (2) A probationary, ten (10) month or twelve (12) month employee hired after July 1 will be credited with vacation time that will be earned from the date of probationary employment through the end of that fiscal year, to be used after completion of six (6) months of active service.

- (3) A classified employee whose date of probationary employment occurred during July, August or September of 1959, or any prior year, will be given credit for vacation time as if employed on July, 1 of the year of employment. Personnel employed on or after October 1, 1959, receive a prorated vacation for the portion of the first fiscal year worked from date of probationary employment through the following June 30, and shall assume the July 1 date following probationary employment as the anniversary date for vacation purposes. The District will provide a list of current employees hired prior to October 1, 1959, vacation accrual schedules beginning with date of hire.
  - (4) Vacation benefits will be prorated for a classified employee for scheduled work months in which the employee is not paid for at least twelve (12) working days, or when the employee takes a continuous unpaid leave of fifteen (15) working days or more.
- (c) **Separation/Termination:** Upon resignation, retirement, termination, layoff or extended leave of absence, the following provisions shall be made for vacation due a permanent, classified employee.
- (1) The employee shall be entitled to a cash-in-lieu vacation payment for vacation earned but not taken as of the date of termination.
  - (2) An employee, who has already received the full vacation for the fiscal year in which termination occurs, shall have the difference between vacation time taken and prorated, entitled vacation deducted from the last pay warrant, or shall be required to reimburse the District for the difference. The effective termination date for such employees shall be the last day worked, or if ill, the last paid day. The amount of vacation due will be based on the number of months in which the employee was paid for at least twelve (12) working days between the previous July 1 and the termination date.
  - (3) An employee, who has not completed six (6), full, calendar months of active service since the date of probationary employment and/or obtained permanent status, shall not be entitled to vacation pay at time of termination. If the employee has already received a paid vacation, the amount of said vacation will be deducted from the final pay warrant. If for any reason the full deduction cannot be or was not made from the final pay warrant, the employee shall be required to reimburse the District for that amount of vacation received but forfeited because the employee had not fulfilled the six (6) months of continuous employment for a paid vacation.

- (4) An employee, who takes an extended leave of absence which will last through the remainder of the fiscal year, shall be entitled to the same vacation as the employee would have received had there been a termination instead of leave of absence. Upon return from an extended leave of absence, an employee who did not receive a prorated vacation payment at the beginning of the leave, shall be given credit for vacation earned but not received for service prior to said leave.
- (5) A Food Service employee, who has perfect attendance in an academic year, shall receive one (1) additional day of vacation for the school year following the determination of perfect attendance. Perfect attendance shall mean that the employee has worked every scheduled work day except for holidays, vacation, personal leave and jury duty or court appearance as defined by this article.

A Food Service employee shall apply for the perfect attendance vacation credit by submitting a written statement to the Director of Nutrition Services. The Nutrition Services Department shall review attendance records to make the determination.

**Section 10.4 Sick Leave:** Regular employees who are absent from work because of illness or injury shall be entitled to use accrued sick leave subject to the following terms and conditions:

- (a) Sick leave is available to employees at the rate of one (1) workday of sick leave for each calendar month of employment:
  - (1) Sick leave shall be earned or credited only if the employee is in regular paid status for one-half ( $\frac{1}{2}$ ) or more of the workdays in the calendar month.
  - (2) Part-time employees are entitled to sick leave on a prorated basis.
- (b) A custodian who is going to be absent on sick leave shall report the absence by calling the SMARTFIND EXPRESS system and by notifying the Custodial Services Office at the earliest time possible. Employees working on a shift that starts prior to 12:00 p.m. must call the SMARTFIND EXPRESS system no later than two (2) hours prior to the start of their shift on the date of anticipated absence. Employees working on shifts, which start, at or after 3:00 p.m. shall call the SMARTFIND EXPRESS system by 11:00 a.m. on the date of anticipated absence. Employees who start their shifts between 12:00 p.m. and 3:00 p.m. must call the SMARTFIND EXPRESS system four (4) hours prior to the start of the shift on the date of anticipated absence. Failure to adhere to this section may result in denial of sick leave. The employee shall be provided

with a separate phone number to call the SMARTFIND EXPRESS system for the sole purpose of reporting absences and the anticipated date of return.

- (c) A Paraeducator who is going to be absent on sick leave shall report the absence by calling the SMARTFIND EXPRESS system and by notifying the site administrator two (2) hours in advance of the absence.
- (d) Whenever possible Food Service employees will notify the District two (2) hours in advance of an absence due to illness. Employees who report to work prior to 7:00 a.m. shall call the Food Service Field Supervisor for that kitchen. Food Service employees who report to work after 7:00 a.m. shall contact the Food Service Manager to facilitate staffing for the employee absence.
- (e) Employees who have been in a regular, paid status for six (6) calendar months, shall have all sick leave to which they are entitled credited to their account after the first, full day of work in the fiscal year.
- (f) Employees who have been in regular, paid status for less than six (6) calendar months shall earn sick leave on a monthly basis. The sick leave earned shall be placed in the employee's account at the end of the month and may only be used after it is earned. An employee may not use more than six (6) days of sick leave during the first six (6) months of service.
- (g) Overtime, compensatory time and extra time shall not count toward sick leave earned or credited. However, a ten (10) month employee working during the summer recess may earn additional sick leave for the time worked.
- (h) Employees who have been in regular paid status for six (6) calendar months shall have the appropriate amount of sick leave credited to his/her account for the remainder of that fiscal year. Such credit shall include unused sick leave from the first six (6) months in regular paid status.
- (i) Payment for sick leave shall be at the rate, which the employee would have received if he/she had worked during the period of sick leave.
- (j) Sick leave is charged in one-quarter hour increments.
- (k) Doctor or dentist appointments may be charged to sick leave if they cannot be scheduled outside of the employee's work hours.
- (l) An absence due to personal illness or injury, which exceeds four days, shall be supported by a written statement of a licensed physician giving the first and last date of disability and date employee is able to return to

duty. A physician's statement shall be submitted for absences of shorter duration if required by the department head or designee. Failure to provide a physician's statement shall not be cause for refusing to return an employee to work or unreasonable denial of sick leave. Failure to provide a physician's statement under the circumstances specified in this section may result in disciplinary action as provided for in Article 17.

- (m) Sick leave shall not be used during periods of layoff or leaves of absence.
- (n) Employees receiving worker's compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments in addition to the worker's compensation benefits do not exceed the employee's salary at the time of injury.
- (o) Employees who terminate from the employment of the District after using more sick leave than they have earned shall have the excess sick leave used deducted from their final pay warrant. If for any reason the full deduction cannot be or was not made from the final pay warrant, the employee shall be required to reimburse the District for the amount of sick leave received.
- (p) Employees absent on sick leave shall inform his/her Department that they are returning to work the day before doing so in order that a substitute will not be hired for that day. In the case of Graveyard and Swing Shift Employees, they shall call in by 11:00 a.m. of the date of return. If an employee fails to notify the office before returning, and arrangements have been made for a replacement, the employee shall be placed on leave without pay for that day at the discretion of the District.
- (q) There shall be no direct payment for unused sick leave upon separation from the District. Upon retirement, accumulated sick leave shall be credited to the retirement account of employees belonging to PERS.
- (r) Employees shall not undertake any form of employment while on sick leave.
- (s) Employees reinstated after layoff shall be credited with unused sick leave as of the date of layoff, provided that it has not been transferred to another school district or credited to the retirement account of employees belonging to PERS.
- (t) Employees with more than six (6) calendar months in regular, paid status may use vacation time for absences due to illness or injury after exhaustion of sick leave.



- (u) Employees with six (6) calendar months or more of service who have exhausted sick leave and vacation leave during absence due to illness or injury may use extended sick leave, subject to the provisions noted in that section.
- (v) An employee who exhausts all paid leave during an absence due to injury or illness shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the thirty-nine 39 months that the employee is able to return to work and he/she has greater seniority than any other of the persons eligible for reemployment in the classification, he/she shall have priority over all other available candidates for a vacancy. Pursuant to Education Code section 45195, the District shall provide unit members with notice when their sick leave is exhausted.
- (w) Reemployment lists of those employees on layoff and those employees unable to work because of illness or injury shall be merged. The employee's rank on the reemployment list shall be based on length of service as defined by the Education Code.
- (x) Sick leave is not earned during extended sick leave.

Section 10.5 **Extended Sick Leave:** An employee with more than six (6) calendar months in regular, paid status and permanent status shall be credited with one-hundred (100) days per year at one-half (½) the employee's regular, straight time rate of pay for use when absent due to accident or illness, whether or not the absence arises out of or in the course of employment, under the following conditions:

- (a) Benefits under this section may only be used after accrued sick leave, occupational leave, vacation, or other paid leave has been exhausted and a five (5) consecutive working day waiting period without pay has elapsed for each absence.
- (b) A physician's statement confirming the employee's illness or accident must be submitted to the employee's immediate supervisor for each occasion for which extended sick leave is requested.
- (c) An employee must have been in paid status for at least one (1) workday in a fiscal year before qualifying for credit for extended illness leave for that year.
- (d) The number of days of extended sick leave used under this section shall not exceed one-hundred (100) days in any given fiscal year or for any given illness or injury, and the number of days of extended sick leave available for use will in all cases conform to and be determined by the Education Code.

Section 10.6 **Other Absences Chargeable to Sick Leave:** Regular employees may use a maximum of six (6) days of accumulated sick leave in a school year for one (1) or more of the following reasons of personal necessity:

- (a) Death of a member of the employee's immediate family when additional leave is required beyond that provided in Funeral Leave.
- (b) Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- (c) Appearance in court or before an administrative tribunal as a litigant or party.
- (d) Illness giving rise to an emergency in the employee's immediate family requiring the employee's absence.
- (e) Immediate family, for the purpose of this provision, is defined as mother, father, grandmother, grandfather, a grandchild of the employee or spouse of employee, and or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of employee, or a relative or, non-relative living in the immediate household of the employee.
- (f) Regular employees may be a maximum of two days of accumulated sick leave in a school year for major personal observances.
- (g) As required by Education Code section 45195, an employee shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request additional leave.

Section 10.7 **Occupational Leave:** Employees with one (1) or more years of continuous service from date of probationary employment who are absent from duty because of illness or injury resulting from an accident or condition deemed to be work-related under the Worker's Compensation Program, shall be granted occupational leave. A work-connected injury or illness shall be so considered when verified by the employee's physician and/or District-designated physician, and a physician designated by the Worker's Compensation Program. Absences not so verified shall be charged against the employee's sick leave or other leave as appropriate.

Occupational leave is supplemented to provide that the requirement of one year of continuous service from date of probationary employment is waived for all employees who were employed in the bargaining unit on February 22, 1978, and have been continuously employed in the unit since that date.

**Specific Conditions:** Eligible employees shall be granted occupational leave subject to the following conditions:

- (a) Allowable occupational leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- (b) Allowable leave shall not be cumulative from year to year.
- (c) Occupational leave shall commence on the first day of absence and continue for a period certified by the physician that the employee is disabled because of the working related injury or illness, or for a maximum of sixty (60) working days, whichever occurs first.
- (d) Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Program, exceed the normal wage for the day.
- (e) Occupational leave shall be reduced by one day for each day of absence, regardless of compensation award made under the Worker's Compensation Program.
- (f) When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee 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.
- (g) When entitlement to occupational leave has been exhausted entitlement to other sick leave will be used. However, if employee is receiving worker's compensation, he/she shall be entitled to use only that so much of the accumulated or available sick leave, vacation, or other available leave which, when added to the worker's compensation award provides for a full day's wage or salary.
- (h) Periods of absence for occupational leave shall not be considered a discontinuation in the service of the employee.
- (i) Employees on occupational leave shall endorse to the District any wage loss benefit checks received under the Worker's Compensation Program. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- (j) In the event an employee is not medically able to assume the duties of his/her position when all available paid leaves of absence have been exhausted, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. During

such period, the individual shall be employed in any available vacant position in the same class as the previous assignment, and shall have priority over all other available candidates; except for those candidates on a reemployment list established by layoff, in which case the individual shall be listed by length of service as defined by the Education Code. Employees placed on a reemployment list as provided herein, who have been medically released for return to duty and who fail to accept an appropriate assignment, shall be, dismissed. The District shall pursuant to Education Code section 45192, provide unit members with notice when their disability leave is exhausted.

- (k) Employees who receive benefits under the Worker's Compensation Program shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel beyond the State.
- (l) The District shall make a good faith effort to return unit members to work when the unit members presents a doctors certificate evidencing work the unit member's ability to return to work.
- (m) Employees who terminate from the employment of the District after using more sick leave than they have earned shall have the excess sick leave used deducted from their final pay warrant.

**Section 10.8 Pregnancy Leave:** For a normal pregnancy, a leave of absence for six (6) weeks shall be granted surrounding the time of delivery. During this period of time, employees may use accrued sick, vacation or extended illness leave. Upon return to duty from a normal pregnancy leave, the employee shall be returned to her prior position.

All requests for pregnancy leave shall be submitted by the employee with an accompanying physician's certification confirming the anticipated date of delivery.

In the event the pregnancy is complicated, additional pregnancy leave may be granted for any period as certified by the employee's physician provided:

She has an abnormal and involuntary complication of pregnancy, including but not limited to: puerperal infection, eclampsia, caesarean section delivery, ectopic pregnancy and toxemia.

Upon return to duty from complicated pregnancy leave of more than thirty (30) days, the employee shall be placed in her prior position if vacant or in a comparable vacant position.

Requests for additional leave resulting from complications after delivery shall require physician's certification as to disability, the fact that employee is unable to work, and the anticipated length of absence.

During the pregnancy leave, the District shall continue to provide benefits for health, dental and life insurance.

Prior to returning from leave, the employee shall provide a physician's statement certifying that she is able to return to duty.

The District reserves the right of medical review and final decision.

During a complicated pregnancy leave (for pre-natal or post-natal disabilities), the employee shall submit a physician's statement confirming the disability at least once every two (2) weeks in order to be entitled to paid leave.

Pregnancy leave will be available to ten (10) month unit members and will not be unilaterally terminated after the tenth (10<sup>th</sup>) month of employment.

If an employee has exhausted all paid leave and does not qualify under 9.06 of this article for extended illness leave, the employee shall receive a weekly benefit equivalent to the extended illness for the weeks she is disabled and school is in session.

In the event the leave benefits accorded under this section bridge consecutive fiscal years, the employee will not be required to have been in a pay status for one (1) day during the second fiscal year in order to receive remaining benefits.

**Section 10.9 Maternity, Paternity and Adoption Leave**

- (a) **Maternity Leave:** An employee may request an unpaid leave prior to and following pregnancy leave for a minimum total period of one (1) year.
- (b) **Paternity or Adoption Leave:** An employee whose spouse is pregnant, or an employee who is involved in adopting a child, may request a leave without pay for a maximum of one (1) year.

**Section 10.10 Military Leave:** The District shall abide by the provision of the applicable Federal and State Laws.

**Section 10.11 Funeral Leave**

- (a) In the event of a death in the immediate family of a regular employee, the employee shall, upon request, be granted time off, with pay, as is necessary, to make arrangements for the funeral and attend same, not to

exceed three (3) regularly scheduled workdays or a maximum of five (5) days if out-of-state travel is required.

- (b) If out-of-state travel is required, the employee shall provide a copy of the death certificate (or obituary notice, funeral notice or other proof of death), proof of the relationship and proof of travel.
- (c) Immediate family is defined as mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of, employee or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of employee, or any relative or non-relative living in the immediate household of the employee.
- (d) A funeral leave not to exceed one (1) day with pay may be granted to an employee to attend the funeral of other close relatives or in-laws. Established close relatives and in-laws are defined as uncle, aunt, first cousins, nephew, niece, sister-in-law and brother-in-law.
- (e) Time off without pay may be granted for attendance at the funeral of a distant relative or close friend.
- (f) Paraeducators shall be granted reasonable time to attend services in the event of the death of a student in his/her classroom.

#### Section 10.12 **Jury Duty**

- (a) **Basic Provision:** The certificate of jury service shall show the date and time for reporting and the time excused from further service for that day.

A regular employee shall be granted leave for jury duty when the employee does not request exemption. Salary shall be paid in the amount of the difference between the employee's regular earnings and the sum received by the employee as juror's fees. The employee may keep any expense paid by the court over and above the fee paid for actual jury duty service. To receive reimbursement from the District, the employee shall submit a certificate of jury service and the endorsed juror fee check or money order to the District's Payroll Office. Employees scheduled to report for jury duty three (3) or more hours, beyond the beginning of the normal workday shall report to work prior to reporting for jury duty. Employees released from jury duty one (1) or more hours before conclusion of the workday shall report to work for the remainder of the workday.

- (b) **Afternoon Shift Provision:** Regular employees working in the 3:00 p.m. to 10:30 p.m. shift shall receive jury duty leave under the following provisions.

- (c) If the employee serves on jury duty for a period of five (5) or more hours, the employee shall report to duty no later than three (3) hours from time he/she was released from jury duty.
- (d) If the employee serves on jury duty for a period of less than five (5) hours, the employee shall report to duty no later than two (2) hours from the time he/she was released from jury duty (or the employee's regular starting time, whichever comes later). In no case shall an employee be required to spend more than seven and one-half (7 ½) hours at work including jury duty.
- (e) If an employee reports to work late because of jury duty, the employee must furnish proof of the time he/she was released from jury duty.
- (f) If the employee works a full shift, the employee shall retain any jury duty pay for that day and shall receive his/her regular rate of pay for the workday.
- (g) If the employee loses any work time because of jury service as provided in paragraph (a) or (b) above, the employee shall reimburse the District for any jury duty fee received (excluding expense money paid by the court). The employee will work the remainder of his/her shift and receive his/her normal rate of pay for the workday.

**Section 10.13 Court Appearances:** An employee subpoenaed as a witness in a court proceeding shall not suffer any loss of pay due to such absence, provided that the employee pays to the District any witness fees received.

- (a) Such leave shall be for a maximum of six (6) workdays.
- (b) If additional time beyond the six (6) days is required, the employee may request that such additional time be charged against his/her sick leave account as "Other Absences Chargeable to Sick Leave."
- (c) An employee who wishes to attend a judicial proceeding as an interested party or as a volunteer witness may request leave without pay. Vacation time may be used for this purpose if the employee wishes.

**Section 10.14 Personal Leave:** A maximum of four (4) days of personal leave without loss of pay, per fiscal year shall be granted to each permanent employee for important personal business. The use of this leave shall be subject to the following conditions:

- (a) Requests for use of personal leave shall be made in writing, at least three days prior to the commencement of the leave. A request for a personal leave day may also be made by calling the Field Supervisor or the

Department Head three (3) days prior to the commencement of the leave as long as the written request is received prior to the day requested. Personal leave shall not be unreasonably denied. Exception to the three (3) days advance notice requirement be made if the reasons for the leave is verified to be an emergency reason which prevented advance notice.

- (b) Personal leave shall not be used to extend holiday or vacation leave, except for Paraeducator to Special Education and Food Service Employees on non-student days.
- (c) The District shall determine how many employees may be off for personal reasons on any given day.
- (d) An employee may carry over to the next fiscal year one day of personal leave if not used in the prior year. The maximum number of personal leave days that may be accrued is three (3) days.
- (e) Except in cases of emergency, denial of a personal leave request shall be two (2) days in advance of the date requested, provided the employee request is submitted three (3) days in advance. The denial of personal leave shall not be unreasonable, arbitrary or capricious.

Section 10.15 **Emergency Leave:** An employee may be excused from work for an emergency reason for a period of one hour or less, without loss of time being reporting on the time sheet, when specifically authorized by a field supervisor or higher level management employee.

Section 10.16 **Leave for Public Office:** An employee elected to public office shall be granted leave without pay as needed for the duration of his/her term.

Section 10.17 **Leave of Absence Without Pay:** A leave of absence without pay is defined as an approved absence from service for a prescribed period of time. The following leaves of absence without pay may be granted to employees with permanent status for valid reasons:

- (a) The Department Head may grant a leave of absence of one (1) day or less provided such absence does not require a substitute.
- (b) A leave of absence for a period of thirty (30) working days or less may be granted by the Department Head, and shall not involve loss of position.
- (c) A leave of absence in excess of thirty (30) working days, but not more than one (1) full calendar year, may be granted with the approval of the Director or Director's designee to permanent employees with three (3) or more years of service. Such leave is granted with the understanding that there will be no guarantee of return to the position held at the time the



leave was granted. Upon expiration of the leave, the employee will be given consideration when vacancies occur in the employee's classification or other lesser classification for which the employee may qualify. During the leave of absence for a full calendar month or longer, the employee waives all District benefits including service credit. After six (6) months, the District shall post the vacant position and there will be no guarantee of the employee's return to the position. Sweeper Operator and Custodians Orderly vacant positions shall be posted after one (1) year.

- (d) Employees who violate the terms and conditions of a leave of absence or who fail to report ready for work when the leave expires shall be subject to dismissal. Employees do not accrue sick leave, vacation or other benefits during the period of absence. No service credit will accrue during such leave. The Superintendent or designee with Board of Education approval may revoke a leave of absence for emergency reasons. Any person on extended leave of absence shall be given reasonable time to return to duty when leave is revoked, or the employee shall be dismissed or deemed to have resigned.

**Section 10.18 Return from Leave:** Permanent employees, upon return to duty from an approved leave without pay, shall be entitled to all previously accumulated sick leave benefits but shall lose credit toward service requirements to qualify for additional vacation benefits. If no position is available when the employee desire to return from leave, the employee shall be hired in first available position for which he/she is qualified. If not placed in a position within three (3) months, the employee shall be placed on the thirty-nine (39) month reemployment list. During such period, the individual shall be employed in any available vacant position in the same classification as the previous assignment and shall have priority over all other available candidates except for those candidates on a reemployment list established by layoff and occupational leave, in which case the individual shall be listed by length of service as defined by the Educational Code.

**Section 10.19 Other Than Approved Leave:** Employees who anticipate being absent from work shall inform, their supervisor in advance.

- (a) The employee shall inform his/her department and designated work site of the anticipated absence and the expected time of return.
- (b) If any emergency prevents the employee from giving advance notice, the employee shall notify his/her department and designated work site as soon practical.
- (c) If proper notice is not given the employee shall not be paid for that period of absence and may be subject to disciplinary action.

Section 10.20 **Administrative Leave:** The District may place an employee on leave with pay without prior written warning or approval, for a period not to exceed twenty (20) workdays, in order for the District to review or investigate.

- (a) Such leave must be confirmed in writing to the employee not later than three (3) days after the leave is effective. The notice must include the specific reason and the estimated duration of the leave.
- (b) The Union shall be informed of all administrative leaves in writing.
- (c) Upon conclusion of such leave, if no decision has been reached, the leave may be extended by the District upon written notice to the employee as specified in paragraph (a) above.
- (d) Nothing in this section shall be construed as preventing the District from taking disciplinary action against the employee for just cause.

Section 10.21 **Special Terms and Conditions of Leaves**

- (a) All vacation due to an employee before taking leave of more than thirty (30) days shall be paid to the employee or used before the start of the leave.
- (b) Employees on regular sick leave, vacation leave or other fully paid leave continue to accumulate sick, and/or vacation leave. But, sick leave and vacation leave which are accumulated while an employee is on sick leave or vacation leave may not be used until the employee returns to work from leave.

**ARTICLE II HEALTH AND WELFARE BENEFITS**

Section 11.01 **Health and Dental Insurance is subject to the Terms and Conditions of the HBIC-OUSD Tentative Agreement (attached):** The District agrees to provide health and dental insurance to employees covered by this Agreement, subject to the following terms and conditions, as delineated in the plan documents for all of the District's health and dental insurance programs, Administrative Bulletin 8035, and Administrative Policies 8310 and 8311:

- (a) **Eligibility for District Coverage:** All employees covered by this Agreement shall be eligible for District paid contributions to health and dental plans upon obtaining permanent status as a District employee.

"Eligibility for Coverage" is supplemented to provide that all employees covered by this Agreement were employed by the District on February 22, 1978 and have been continuously employed in the Unit since that date are

covered by the previous terms and conditions of the health and dental plan.

In the event a probationary employee (who is not eligible for District contributions to health dental plan coverage) obtains his/her own coverage, the District will reimburse the employee after he/she obtains permanent status up to the cost for individual coverage under Kaiser Plan B upon presentation of proof of payments during the probationary period. If the employee is part-time, the reimbursement shall be the same percentage as the employee's work schedule would earn District contributions under the District's schedule of contributions.

- (b) **Enrollment:** The employee must enroll for health and dental coverage within thirty (30) days of hire. (Thereafter he/she may only enroll during the enrollment during the month of September.)

Part-time employees, whose hours are permanently increased, who are currently enrolled in medical and dental plans, shall have their percent of participation increased (proportional) to the increased hours. Such increase shall be effective on the first day of the month following the increase in hours.

- (c) **Contributions:** Effective July 1, 2005 and through the term of the contract, the District's contribution to health insurance shall be as indicated below. Any premium amounts above the District's contribution limit shall be automatically deducted from an employee's pay warrant.

For Fiscal Year 05/06 the District shall apply up to .5% (one-half of one percent) of the (two and one-half percent) 2.5% salary reduction to decrease the monthly contribution of Health Net enrollees only.

Section 11.02 **Kaiser and Health Net:** The District agrees to provide Health Insurance for Kaiser and Health Net as follows through FY 2009-2010:

(a)	<b>Kaiser</b>	<b>District's Contribution</b>	<b>Employee's Contribution</b>
	Employee Only	\$320.03	\$0
	Employee Plus One	\$636.18	\$0
	Family	\$900.19	\$0

- (1) \$10 office visit
- (2) \$10 co-pay per prescription for generic drugs prescription
- (3) \$25 co-pay per brand name drugs prescription
- (4) \$100 co-pay for emergency room (waived if admitted)
- (5) \$250 co-pay for hospital

(b)	<b>Health Net</b>	District's Contribution	Employee's Contribution
	Employee Only	\$320.03	\$37.17
	Employee Plus One	\$636.18	\$74.34
	Family	\$900.19	\$105.19

- (1) \$15 office visit
- (2) \$10 co-pay per prescription for generic drugs prescription
- (3) \$25 co-pay per brand name drugs prescription
- (4) \$35 co-pay per formulary drugs prescription
- (4) \$100 co-pay for emergency room (waived if admitted)
- (5) \$250 co-pay for hospital

Percentage (Full-time Employment)		District's Contribution to Premium
75% - 100%	(6-7 ½)	100%
50% - 74%	(4-5 ½)	75%
25% - 49%	(3-3 ½)	50%

- (c) When the District and the employee share costs of health insurance, the District shall only contribute toward the cost if the employee pays the remainder.
- (d) The District and Union agree to reopen health benefits only in Fiscal Year 06/07.

Section 11.03 **Dental Insurance (Delta Dental):** Full-time permanent employees are eligible for basic dental insurance benefits based on the following lengths of employment.

Months of Continuous Employment after Eligible	Percentage of Employee Benefit
1-12 months	70%
13-24 months	80%
25-36 months	90%
37 months or more	100%

- (a) There is no deductible for the employee or the employee's family.
- (b) Preventive/Diagnostic, Restorative, Basic benefits are payable on an incentive plan; 70% the first year of coverage; 80% the second year, etc.
- (c) Prosthodontia is covered at 50%. The maximum benefit per calendar year is \$1,500.
- (d) Orthodontia is available for children only with coinsurance of 50% and lifetime benefit of \$500. No cost to employee.

- (e) Dental benefits are reduced for hours worked for employees who work less than 6 hours.

**(1) Part-time permanent employees are eligible for basic dental benefits on the following schedule:**

Percent of Full-Time Employment	Percent of Full-Time Employee Benefit			
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Thereafter
6-7 ½ hr 75-100%	70%	80%	90%	100%
4-5 ½ hr 50-74%	52.5%	60%	67.5%	75%
3-3 ½ hr 25-49%	35%	40%	45%	50%

**Section 11.04 Vision Service Plan (VSP):** The District agrees to provide vision coverage as follows:

**VSP for Kaiser Members:** Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames. Exam provided by an approved VSP participating doctor.

**VSP for Health Net Members:** Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames.

Contact VSP at (800) 877-7195 for list of participating doctors and to obtain information for lenses and frames.

**Section 11.05 Life Insurance:** The District agrees to provide term life insurance at no cost to employees, in the amount of \$10,000 (with double indemnity in the event of accidental deaths) for all full-time and part-time regular employees covered by this Agreement.

**Section 11.06 Long-Term Disability Insurance:** The District agrees to provide long-term disability insurance to permanent employees covered by this Agreement, subject to the following terms and conditions of the plan document which is hereby incorporated into the Contract.

**(a) Basic Benefits of Long-Term Disability Program**

Long-term disability benefits are available to an eligible employee who is unable to perform his/her duties due to physical or mental disability, regardless of whether such disability is job related.

Eligible employees shall receive two-thirds of the first \$1,000 of basic pay, plus one-third of basic pay above \$1,000 to a maximum total benefit per month of \$1, 000.

The maximum total benefit per month will be reduced by any other public disability payments (i.e., social security, worker's compensation, retirement, and the District's extended illness leave, etc.)

(b) **Eligibility**

- (1) All permanent employee covered by this Agreement who are employed by the District's current terms and conditions of the long-term disability insurance program.

Eligibility for long-term disability benefits shall become effective 60 calendar days after the first day of disability. However, benefits will be reduced by any District payments or any other public disability payments as outlined in the plan document (i. e., social security, retirement, worker's compensation, etc.).

- (2) All permanent employees covered by this Agreement who are hired or rehired by the District after February 22, 1978, are covered by the following additional terms and conditions:

Eligibility for long-term disability benefits shall become effective sixty (60) calendar days after the first day of disability or upon the expiration of all fully paid leaves; i.e., sick leave, vacation, etc. whichever comes later. The maximum benefit period shall be payments for twenty-four (24) months. However, benefits will be reduced by any District payments of any other public payments; as outlined in the plan document; i.e., social security, retirement, worker's compensation, etc.

**Section 11.07 Health Benefits Governance Board: The collectively negotiated agreement between the District and Signatory Unions regarding health and welfare benefits (See Health Benefits Governance Board Agreement attachment C) supersedes all existing collectively bargained agreements between the Association and the Employer regarding health and welfare benefits plans.**

**ARTICLE 12 RETIREMENT AND ANNUITY PLANS**

**Section 12.01 Public Employees Retirement System (PERS):** The District contracts with the Public Employees Retirement System (PERS) to provide retirement benefits to eligible employees covered by this Agreement. The

District agrees to maintain its current contract with PERS for the duration of this Agreement. The eligibility, vesting rights and types of benefits are governed by law, not this Agreement.

Section 12.02 **Social Security:** Retirement system coverage for District employees is coordinated with Social Security. Employees who work four (4) or more hours per day on a regular basis become members of the Public Employees Retirement System and will be automatically covered by Social Security. Until an employee qualifies for the retirement system, he/she is not eligible for the District's Social Security Coverage in accordance with Retirement and Social Security coordination provisions.

Section 12.03 **Annuity Program:** The District agrees to continue its contribution to the Annuity Program for employees covered by this Agreement at the rate of an amount equal to 8% of the employee's salary.

- (a) Money in this plan shall become available to a qualified employee upon termination of his/her employment or upon permanent disability. A qualified employee is an employee who has met the vesting requirement of the Annuity Program.
- (b) Effective October 4, 1993, new employees and those hired after on or after March 15, 1984, shall be eligible to participate in this program, and the District shall be required to make contributions on their behalf. However, a three (3) year waiting period is required for employees hired after March 15, 1994, as a vesting period for eligibility to receive funds from this program. Any employee who works for less than three (3) years shall not be eligible to receive funds under this program.

## **ARTICLE 13      COMPENSATION**

### **Section 13.01 Wages**

- (a) **For the 2014-2015 school year, all salary schedules shall be increased by 5.5% as follows:**

- (1) 2% effective July 1, 2014
- (2) 1% effective February 1, 2015
- (3) 2.5% effective June 30, 2014 (11:59pm)
- (4) Additional one-time bonus payment as outlined in **Attachment A.5 Section A.**

- (b) For the 2015-2016 school year, unit members shall receive increases as follows:

- (1) On-going percentage increase to all unit members effective July 1, 2015: On-going unrestricted funds in excess of the District's projected unrestricted funding under LCFF for the 2015-2016 school year shall be allocated to American Federation of State, County and Municipal Employees, Local 257 unit members as outlined in Attachment A.5 Section B.
  - (2) An additional one-time payment to all unit members as outlined in Attachment A.5 Section C.
- (c) **For the 2016-2017 school year as follows:**
- (1) On-going increase to all salary schedules as outlined in Attachment A.5 Section D.
  - (2) A one-time payment to all unit members as outlined in Attachment A.5 Section E.
- (d) **Additional Increases to AFSCME: In relation to the 2.5% salary reduction to ASCME members in 2005, the District shall provide salary increases as follows:**
- (1) Effective January 1, 2015 an additional 1.25% increase to all salary schedules to which unit members are placed.
  - (2) Effective January 1, 2016 an additional 1.25% increase to all salary schedules to which unit members are placed.

#### Section 13.02 **Working in a Higher Classification**

- (a) Employees who are required to perform duties at a higher classification than the employee's regular assignment for a period of more than five (5) consecutive days shall receive the compensation at the first step of the higher classification or five percent (5%) above the employees regular salary (whichever is greater). Employees required to perform duties at a higher classification for less than five (5) days shall be compensated his/her regular salary.

#### Section 13.03 **Shift Differentials:** A shift differential is provided to employees working afternoon shifts and assignments listed below:

- (a) During the winter, spring and summer recess period a custodian shall be paid \$1.55 per day in addition to his/her regular, pay for each day he/she works the 3:00 p.m. to 10:30 p.m. shift.
- (b) A full-time employee whose regular work assignment begins at or after 12:00 p.m. shall receive a paid lunch period not to exceed thirty (30) minutes (in lieu of a shift differential) during his/her normal workday.



- (c) A full-time employee whose regular work assignment begins after 10:00 p.m. and prior to 3:00 a.m. shall receive a paid lunch period not to exceed thirty (30) minutes plus an additional \$2.55 per day during said agreement.

Section 13.04 **Major New Work:** In the event the District introduces major, new work (which is substantially different and/or entails increased or decreased responsibility), which does not reasonably fall within the existing classification, the District, and Union shall upon written request, negotiate a fair and equitable rate, of pay for the major, new work.

Section 13.05 **Mileage:** Mileage reimbursement will be paid at the Internal Revenue Service (IRS) maximum rate when an employee is using their personal vehicle to perform authorized District business.

Section 13.06 **Classification Adjustments:** The District and the Union agree that selected classifications and skills within those classifications may require adjustments in compensation for the purpose of recruitment and retention. The parties will reopen the agreement to bargain proposed changes.

#### **ARTICLE 14 PERFORMANCE EVALUATIONS**

The performance evaluation is a counseling process in which employees are to be informed of their areas of strength, weakness and where improvement is needed. The performance evaluation process is not a disciplinary procedure. The parties agree to establish a joint Labor Management Committee to review current criteria for this section.

Section 14.01 **Performance evaluations shall be prepared as follows:**

- (a) Employees shall be evaluated by the appropriate supervisor, department head or administrator as determined by the District.
- (b) Probationary employees shall be evaluated at least once every three (3) months.
- (c) After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate.
- (d) Areas of strength, weakness and where improvement is needed shall be noted on the evaluation form and discussed with the employee in a specific manner.
- (e) The employee must be informed of his/her right to respond verbally and/or in writing to the parts of the performance evaluation with which the employee does not agree.

- (f) The employee shall receive a copy of the performance evaluation and acknowledge receipt by signing the original. (Note: Signing the form does not indicate that the employee agrees with the evaluation. It merely reflects that the employee knows an evaluation has been made and he/she has seen and received a copy of the evaluation form.) In the event the employee refuses to sign the form or refuses to accept a copy of the form, this information will be noted on the evaluation form, which will be forwarded to the Human Resources Division. The evaluation form will then be included in the employee's personnel file.
- (g) Performance evaluations will be prepared on a standard form.

Section 14.02 **Not a Disciplinary Procedure:** The parties agree that while the performance evaluation process is not a disciplinary procedure, evaluations may be used by either the employee or District as part of a disciplinary procedure under Article 17, where appropriate.

## **ARTICLE 15 PERSONNEL FILES**

No derogatory material shall be entered into an employee Personnel file until it has been reviewed and discussed with the employee by their direct supervisor. A copy of the material shall be furnished to the employee, who shall have ten (10) days to submit, in writing to their direct supervisor, any comments he/she may wish to make, which shall be attached thereto.

The employee's direct supervisor shall attach a written summary of his/her review accompanied by data substantiating his findings. In the event of a dispute, the appropriate principal, site administrator or designee shall resolve it.

After two years, the unit member may request in writing to the Human Resources Division the removal of any derogatory material not subject to the grievance process in Article 17, other than performance evaluations, from his/her personnel record, provided that there has been no further disciplinary and/or corrective action taken similar to the original incident. The Director of Human Resources or designee shall review the personnel record and shall notify in writing to the unit member of the results of such reviews. Note: Derogatory material sustained through the grievance process (e.g. suspensions and any exhibits thereto) must remain in the personnel file pursuant to CA Code of Regulations, Title 5.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **Section 16.01 Definitions**

- (a) Problem is defined as a concern on the part of one or more employees, which arises from the application or interpretation of a provision of this Agreement.
- (b) Grievance is defined as a written complaint by an employee that there has been an alleged violation, misapplication or misinterpretation of one or more provisions of this Agreement.
- (c) Grievant is defined as a unit member who is filing a grievance.
- (d) Day is defined as a District working day.

#### Section 16.02 **Informal Procedure**

- (a) The employee shall discuss the problem with his/her immediate supervisor.
- (b) Every effort shall be made by both the employee and the supervisor to resolve the problem informally.
- (c) If the matter cannot be satisfactorily resolved, the formal grievance procedure may be used.

#### Section 16.03 **Formal Grievance Procedure**

All formal grievances must be filed within twenty 20 days of the time that the employee knew or should have known of the alleged violation, misapplication, or misinterpretation of one (1) or more provisions of this Agreement. The Union shall have the right to file a grievance in its own name, on behalf of the affected members, where the alleged violation involves the same issue and affects at least twenty-five percent (25%) of the affected classification. This grievance must be filed at Step Two. The formal grievance procedure steps are as follows:

- (a) **Step One:**
  - (1) The employee or the Union at the employee's request shall file a written statement with the employee's department head or site administrator, or his/her designee stating the following:
  - (2) The names of the employee and employee's department head or site administrator, or his/her designee;
  - (3) The facts which gave rise to the grievance;

- (4) The Agreement provision alleged to have been violated;
  - (5) The remedy sought by the employee.
  - (6) The department head or site administrator, or his/her designee shall meet or respond within ten (10) days in writing.
- (b) **Step Two:** If the matter is not resolved at Step One, the grievant shall have five (5) days in which to appeal the grievance to Step Two. The grievance shall be appealed accordingly: Nutrition Services - Operations Officer or designee; Custodial Services – Assistant Superintendent of Facilities or designee; Paraeducators to Special Education – Director of Special Education or designee. The District shall have 20 days to respond to the appeal.
- (c) **Step Three:** If the matter is not resolved at Step Two, it may be appealed to the Superintendent or designee who shall have twenty (20) days to respond. The grievant shall have five (5) days in which to appeal to Step Three.
- (d) **Step Four (Mediation):** If the matter is not resolved at Step Three, it may be appealed to non-binding confidential mediation. Mediation must be by mutual agreement. The Union shall have five (5) days in which to appeal to Step Four. The Superintendent or designee shall have ten (10) days to respond to the Union's request for mediation. If the parties consent to mediation, the grievance shall be referred to the State Mediation and Conciliation Service, provided that such service is free of charge to the parties. The parties will mutually select a mediator, if an agreement cannot be reached; the parties will request that a mediator be assigned by the State Mediation and Conciliation Service. The mediator will provide a candid, informal opinion about how s/he believes an arbitrator would rule on the grievance and to explore avenues of informal settlement. The mediator shall present recommendations in writing to both parties in the form of a proposed settlement agreement within thirty (30) days of the mediation. The mediator shall have no power to add, modify or delete any provision of the collective bargaining Agreement. Recommendations of the mediator shall be advisory and non-precedent setting. Neither party shall cite the recommendation(s) in any arbitration hearing or in any future grievance actions.

If there is no mutually agreeable resolution to the grievance, it may proceed to binding arbitration within fifteen (15) days of receipt of the mediator's written recommendation.

- (e) **Step Five:** If the matter is not solved at Step Four, it may be appealed to binding arbitration pursuant to the procedure outlined in this Agreement.

If the Union is dissatisfied with a final decision rendered at Step Four of the grievance procedure, it shall provide written notice to the Superintendent of its decision to invoke arbitration. Such notice shall be by certified mail or hand delivery within fifteen (15) days of the date of the notice to the Union of the Step Four decision.

#### Section 16.04 **Rules and Guidelines**

- (a) The grievance procedures shall not be used to challenge suspension demotion or discharge of any employee.
- (b) An employee may choose to represent himself/herself or may retain a representative. The Union shall bear the cost associated with providing the employee with said representation unless the employee elects to secure his/her separate representation in which case the employee shall bear the cost of such representation.
- (c) The District will inform the Union any time a grievance is filed which does not designate the Union as the grievant's representative.
- (d) An employee who has a grievance shall have reasonable periods of released time to work on the grievance and its resolution.
- (e) No administrator or official of the District shall attempt in any way to discourage the use of the grievance procedure.
- (f) The parties may discuss settlement of the grievance at any time. Such discussions shall be deemed confidential.
- (g) Reasonable extensions of time may be granted to either side by the other at any stage of the procedure. Failure to request an extension of time on the part of the grievant shall result in the automatic denial of the grievance. Failure to request an extension at Step 2 on the part of the District shall result in going to the next step.
- (h) No person who hears an appeal pursuant to this Article shall be given any materials regarding the grievance which is not offered to the employee.

#### **ARTICLE 17 GRIEVANCE ARBITRATION AND APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS**

This article establishes procedures for discipline, arbitration of grievances arising under this contract and for arbitration of proposed discipline of unit members (suspension demotion, involuntary transfer or discharge).

#### Section 17.01 **Discipline Procedures:** The parties recognize that disciplinary

actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline as set forth in this article. However, the parties agree that progressive discipline does not always follow any specific sequence of disciplinary actions, and that major offenses will be cause of immediate and severe disciplinary actions.

#### Section 17.02 **Discipline and Performance**

- (a) **Step 1. Verbal Discussion:** The supervisor shall talk to the employee about the specific performance problem(s) and develop a plan with the employee to solve the performance problem.
- (b) **Step 2. Letter of Concern:** If the work of Step 1 does not result in an improvement the Supervisor shall issue a letter of concern with a copy to the Union and the Director and/or Site Administrator, but not to the official personnel file. The letter shall have specific documentation of problem(s) that are verified by the supervisor.
- (c) **Step 3. Written Warning:** If there is no improvement, the District shall forward a written warning in a timely manner to the employee with sufficient documentation on continued problems. A copy will be sent to the Union, Director and/or Site Administrator and personnel file.
- (d) **Step 4. Suspension:** Failure to improve at this step will result in a three (3) to five (5) days suspension. All rights of appeal apply in the current collective bargaining agreement.
- (e) **Step 5. Demotion or Termination:** If performance does not improve after Step 4, the employer may issue a demotion or termination notice in accordance with the collective bargaining agreement and the Education Code. The employee shall have all rights and privileges afforded to employees under the collective bargaining agreement to dispute the termination.

#### Section 17.03 **Expedited Attendance Discipline**

- (a) **Step 1. Verbal Discussion:** The supervisor and the employee shall have a thorough discussion. The attendance policy should be discussed and the employee be counseled about the specific problem the attendance record shows. A printout of the employee's attendance will be made available to the employee.
- (b) **Step 2. Letter of Concern:** If there is no improvement and the employee is absent between seven (7) and nine (9) days, the supervisor shall issue a letter of concern, which shall be accompanied by documentation of

attendance problems. Copies shall be sent to the Union and the Director, but not to the official personnel file. A conference shall be held to discuss this with the employee.

- (c) **Step 3. Written Warning:** When an employee has been absent between ten (10) and fifteen (15) days, the employee shall be issued a written warning. A conference shall be held to discuss this with the employee. A copy of the written warning shall be forwarded to the Union, the Director and to the employee's personnel file.
- (d) **Step 4. Suspension:** Any additional absence shall result in a minimum suspension of up to five (5) days without pay, with notification sent to the Union and the Director.
- (e) **Step 5. Termination:** The employer will issue a termination notice in accordance with the collective bargaining agreement and the Education Code. The employee shall have all rights and privileges afforded to employees under the collective bargaining agreement to dispute the termination.

Section 17.04 **Absenteeism Twenty or More Days:** Any employee with fifteen (15) or more days of absenteeism will automatically receive a written warning which shall not exclude other appropriate discipline.

Section 17.05 **Expedited Disciplinary Procedure:** Nothing in subsection 17.02 or 17.03 precludes the imposition of discipline for attendance that is less or more severe than described above, nor does either subsection preclude the combined implementation of each where appropriate. Nothing in subsection 17.02 or 17.03 precludes the imposition of expedited disciplinary procedures different from those described above where warranted by the circumstances, nor does anything in either section preclude the imposition of a last chance agreement where warranted by the circumstances.

Section 17.06 **Duration of Each Warning:** Each warning will stay in place for one year or longer provided that progressive discipline related to the warning commences within one year of the warning.

Section 17.07 **Notice of Proposed Disciplinary Action and Opportunity to Reply**

- (a) Disciplinary action subject to appeal is suspension, demotion and discharge. Oral admonishments and written reprimands are not arbitrable.
- (b) Where appropriate, no disciplinary action involving suspension, demotion, or dismissal should be taken against an employee, unless he/she has been informed orally and in writing in advance of the nature of the deficiency

and methods of correction, and has been afforded a reasonable opportunity (reasonable amount of time), to correct the deficiency;

- (c) Prior to taking disciplinary action involving suspension, demotion or dismissal, the District shall send to the employee by certified mail to the last known address on record with the District or hand delivery to the employee, a notice containing:
  - (1) The disciplinary action proposed to be taken;
  - (2) A concise statement the specific acts or omissions which the disciplinary action is based;
  - (3) A statement of the cause for the disciplinary action and/or the District rule or rules, which are alleged to have been violated;
  - (4) All documents, including written statements, upon which the disciplinary action is based;
  - (5) The date on which the disciplinary action will become effective;
  - (6) A statement of the employee's right to reply orally and/or in writing to the charges to a designated representative of the District;
  - (7) A card or form, the filing of which within ten (10) calendar days following receipt of the notice, shall constitute a request for a hearing to reply orally and/or in writing to the charges.

#### **Section 17.08 Hearing Officer Decision and Opportunity to Appeal**

- (a) In a disciplinary appeal, the employee may choose to represent himself/herself or be represented by a person of the employee's choice. The Union shall bear the cost associated with providing the employee with said representation unless the employee elects to secure his/her separate representation in which case the employee shall bear the cost of such representation. The District shall notify the employee, of his/her right to Union representation in the course of action. Once the employee has designated a representative, all subsequent notices and papers shall be sent to that representative at the same time they are sent to the employee.
- (b) After considering any oral and/or written reply from the employee or representative, the hearing officer will issue a written decision to the employee by certified mail, with a copy by certified mail to the Union or designated representative. If the decision of the hearing officer is to sustain disciplinary action, the written decision shall advise the employee of the effective date of the disciplinary action.



- (c) The employee or employee's designated representative has the right to appeal the hearing officer's decision, by providing written notice to the Superintendent of the decision to invoke advisory arbitration. Such notice shall be made by certified mail or hand delivery within fifteen (15) calendar days of the Union's or designated representative's receipt of the hearing officer's decision.

#### Section 17.09 **Selection of the Arbitrator**

- (a) The parties agree to compile a list of five (5) arbitrators to hear disputes that arise under this Article. Once the panel is selected, arbitrators will be selected by alphabetical order. Either party may strike an arbitrator from the panel upon fifteen (15) days notice to the other party. The parties may select an arbitrator out of order, or one not on the panel, by mutual agreement.
- (b) Once the arbitrator is selected, a mutually agreeable date and site shall be selected.
- (c) After selection, the invoking party will then forward to the arbitrator a copy of the official grievance or discipline appeal file which shall contain the written grievance or disciplinary action, the written answers to each step and the notice invoking arbitration.
- (d) Copies of any and all documents provided to the arbitrator at any stage of the arbitration proceeding will be simultaneously provided to the other party.
- (e) Arbitration proceedings will be held at the District Administration Building unless the parties mutually agree to another site.
- (f) The parties agree that arbitration hearings are administrative in nature and are not court proceedings. The rules of evidence have only general applicability, but the arbitrator may exclude irrelevant immaterial or unduly repetitious testimony. Except as specified herein, the arbitrator shall have the authority to determine the procedures to be followed at the hearing and shall explain such procedures to the parties at the outset of the hearing.
- (g) The parties may offer such relevant material, and non-repetitious evidence as they desire and shall produce such additional evidence that the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall determine the relevance and materiality of evidence offered by the parties and conformity to the legal rules of evidence shall not be necessary.

- (h) Upon request by either party, the arbitrator shall order the sequestration of witnesses from the hearing.
- (i) At least fifteen (15) days prior to the hearing, the parties may confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue. The arbitrator has the power to subpoena any person to appear as a witness at the arbitration hearing or to subpoena documents deemed necessary.
- (j) Prior to the hearing, the parties will attempt to stipulate to the issue to be placed before the arbitrator. In the event that the parties are unable to agree to the issue, each party shall submit its respective position to the arbitrator prior to the hearing. Upon such submission, the arbitrator shall determine the issue to be decided. The party invoking arbitration shall present its case first, except in disciplinary cases where the District shall present its case first.
- (k) The arbitrator shall require witnesses to testify under oath or affirmation.
- (l) Either party may request that a verbatim transcript of the hearing be prepared by a qualified court report. Copies of any transcript shall be provided to the parties and the arbitrator.
- (m) The grievant, his/her representative and all other unit members who are called as witnesses will be excused from duty without charge to leave or pay to the extent necessary to participate in the arbitration.
- (n) Witnesses at arbitration hearings will be assured of freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.
- (o) Witnesses at the hearing must testify in the presence of the grievant and his/her representative, unless waived by the grievant. Either party shall have the right to cross-examine any witness.
- (p) The expenses of grievance arbitration, including, but not limited to the fees and expenses of the arbitrator, court reporter fees, and transcript fees, if any, shall be shared equally by the parties. The arbitrator and transcript expenses of disciplinary appeals shall be borne by the District.
- (q) If the District claims that a grievance should be dismissed because it is inarbitrable such a claim shall be heard by the arbitrator prior to any hearing on the merits. Upon the request of either party, there shall be a stay/continuance, the duration of which shall be determined by mutual

agreement-between the parties. If no stay/continuance is requested, the arbitrator may proceed to hearing on the merits.

- (r) The arbitrator shall have no authority to change, alter, modify, delete or add to the terms or provisions of this Agreement. In the issuance of any award under this article, the arbitrator shall be governed by laws in existence at the time of the hearing.
- (s) The arbitrator shall have no power to establish salary structures or salary rates, but has the power to interpret words or phrases in this Agreement as related to the salary structure and rates when necessary to resolve disputes.
- (t) The award of the arbitrator shall be based solely up the evidence and arguments presented in the presence of the parties, and upon the post hearing briefs of the parties.
- (u) The arbitrator has no authority to change any practice, policy or rule.
- (v) In grievance arbitrations, the arbitrator shall not consider any issue raised by the parties that was not raised during the grievance procedure.
- (w) An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns division of expenses as they pertain to arbitration.
- (x) The arbitrator shall have to make all arbitratability and grievability determinations.
- (y) The arbitrator's award shall be in writing and shall set forth his/her determination of the issue, findings of fact and conclusions. Upon request, the arbitrator shall permit either party to file a post hearing brief within a reasonable period of time after receipt of any transcript that is made. The arbitrator shall issue his/her decision within thirty (30) days of the close of record or the submission of post-hearing briefs whichever occurs last. The decision of the arbitrator made in grievance arbitration is binding.
- (z) The decision of the arbitrator made in disciplinary appeals is advisory and the decision of the Board of Education shall be final. The employee shall have the right of appeal to the Board of Education from the arbitrator's decision or any reversal or modification made to the arbitrator's decision by the Board of Education.

#### **Section 17.10 Appeal to the Board of Education**

- (a) Within ten (10) calendar days from the arbitrator's decision or Board action to reverse or modify the arbitrator's decision, the employee must

submit a written appeal and shall have the right to appear before the Board in Executive Session with representation to present the appeal.

- (b) Final notice shall be provided by either certified mail or hand delivery to the employee within ten (10) calendar days of the appeal before the Board and the disciplinary action, if any, shall not be implemented until notice is mailed or hand-delivered to the employee.
- (c) The cost of the arbitration shall be borne by the District in disciplinary cases. The cost of the arbitration shall be borne equally in cases of grievance arbitration.

## **ARTICLE 18      UNION RIGHTS**

**Section 18.01 Access to Establishment:** Representatives of the Union, for performance of official duties, shall be permitted reasonable access to the District's premises during working hours provided that he/she reports first to the appropriate administrator/supervisor. The representative shall not interfere with the normal work duties of workers or the operation of the District.

### **Section 18.02 Use of District Facilities**

- (a) The Union shall have the right to suitable space on District bulletin boards at each work location and the right to use mailboxes and the inter-District mail system for the purpose of communicating official Union business.
- (b) The Union shall have the right to use the District facilities at reasonable times for the purpose of holding Union meetings by following Civic Center procedures.

**Section 18.03 Union Stewards:** For the purpose of representation within the District, the Union; shall be entitled to a reasonable number of stewards who shall restrict their activities to the handling of grievance, and in this connection shall be owed a reasonable amount of time off with pay for this purpose. Written notification shall be sent by the Union to Labor Management Relations which includes the names of persons selected or elected as Shop Stewards.

Whenever a worker is required to meet with a supervisor and the worker reasonably anticipates that such a meeting may involve questions leading to formal disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. Upon request of the worker, the Steward and or Union representative shall be present in all discipline matters.

Stewards shall provide advance notice and make arrangements with his/her department before leaving their work sites to resolve or investigate grievances. Stewards shall make every effort to avoid leaving their work sites during critical periods, unless it is an emergency. This provision shall not be used to prevent the Steward from performing his/her duties or obligations set forth in this section.

**Section 18.04 Attendance at Union-Sponsored Conferences and Workshops:** The District agrees to allow a reasonable number of unit members a reasonable amount of time off, without pay, and at no cost to the District to attend Union-sponsored conferences, conventions and workshops.

The Union shall give the District at least ten (10) working days notice of any Union-sponsored conference or workshop. Such notice shall contain the names of unit members, date(s) and place(s) of Union-sponsored conference/workshop(s).

Executive Board members of AFSCME Council 57 shall be granted Leave Without Pay upon three (3) days' notice to attend the policy-making, meetings of Council 57, which have a direct and substantial impact upon the unit members. Such leaves shall be limited to one (1) day at a time.

**Section 18.05 Political Action Payroll Deduction:** The District shall provide payroll deductions for Public Employees Organized for Political and Legislative Equality (PEOPLE), the AFSCME Political Action Committee (PAC). Unit members may designate a fixed amount of deduction by executing a voluntary payroll deduction form in the Personnel Office.

**Section 18.06 Union Involvement in Selection Procedures for Hiring Permanent Unit Members:** The Union shall designate a unit member to all selection procedures for hiring permanent unit members, except in the classification of Paraeducators to Special Education and all Nutrition Services classifications.

## **ARTICLE 19 SAFETY AND TRAINING**

**Section 19.01 Safety:** The District shall furnish a place of employment which is safe for the workers, and shall comply with all health, safety, and sanitation requirements imposed by State or Federal Law or regulations adopted under State or Federal Law.

**Section 19.02 Safety Training Conference or Seminar**

- (a) If an employee is required by the District to attend a safety training conference or seminar, the employee shall receive his/her regular pay for

that day or portion of that day while in attendance. The employee shall be reimbursed for approved reasonable expenses incurred.

- (b) The District shall conduct a training session on safety practices required when working with hazardous substances at least once a year, and whenever new products are introduced into the work place.
- (c) The District shall conduct a work history survey to identify unit members who will be screened for possible exposure to asbestos for unit members employed before April 30, 1990. By April 30, 1990, unit members selected for screening shall be tested for adverse health effects related to asbestos exposure. After April 30, 1990, unit members who show evidence of asbestos exposure shall be monitored annually. Any unit members not tested in April 1990 and who will have at least ten years of service within the District by April 1, 1993, will be tested in April 1993. After April 1993, all unit members employed as of April 30, 1990 with at least ten (10)-years of service will be tested/re-tested every three (3)-years. The test shall be conducted by professional medical personnel and shall consist of:
  - A personal work history;
  - A posterior/anterior x-ray;
  - An analysis of the x-ray;
  - A report of the results to the unit member and maintenance of records

Medical records generated in connection with this Agreement are confidential and, upon the employee's written request shall be made available to the employee's physician. The District will provide safe storage of these records for a period not to exceed thirty (30) years from the date such record is created.

- (d) The test provided for in subsection (c) above shall only be for the purpose of identifying exposure to asbestos. If other medical conditions are identified in the screening process, the unit member will be informed. The District will be notified if the screening shows evidence of exposure to asbestos, or if a condition exists that is a threat to public health. All information made available to the District will be discussed first with the unit member.

The District shall provide a training program for all new hires during the probationary period. Employees shall be provided in-service training with each promotion.

- (e) The cost of screening and testing provided herein shall be borne by the District.

- (f) New custodial unit members shall be trained within sixty (60) days after commencement of employment. The training shall conform to the Environmental Protection Agency, Title 40, Code of Federal Regulations, Section 763.92 - Training and Periodic Surveillance, Asbestos-Containing Materials in Schools Final Rule and Notice and all successor rules and notices. Each year all custodial unit members shall receive awareness training, whether or not they are required to work with asbestos.

Section 19.03 **Safety Manual:** The Custodial Services Department shall make available to bargaining unit members a safety manual.

Section 19.04 **Injury/Accident Report:** All employees are required to report any injury or accident as soon as possible to their supervisor and fill out all appropriate paperwork.

Section 19.05 **New Hires Training:** The District shall provide a training program for all new hires, permanent employees, substitute employees and probationary employees. Employees shall be provided in-service training with each promotion.

Section 19.06 **Paraeducators to Special Education Training:** The District shall provide Paraeducators with training in Universal Precautions on at least an annual basis. Further, standard first aid kits shall be provided to each classroom where Paraeducators are employed. The Paraeducator shall notify the teacher in writing of any potential or actual exposure to bodily fluids.

## **ARTICLE 20 CONTRACTING WORK OUT**

It is understood by the parties that it is the intent of the District not to contract out the work currently performed by members of the bargaining unit, which would result in layoffs.

In the event that the District decides to contract out work performed by the bargaining unit which will result in layoffs, the District shall agree to negotiate the effects of contracting work out on the remaining bargaining unit members.

The District will give the Union at least fifteen (15) days notice of its intention to request bids. The Union may then present the District with any rationale it feels appropriate concerning why the contracting of the work should not take place. The District will consider the Union's proposal and will meet the Union at a mutually agreed time and place to discuss the Union's proposal.

## **ARTICLE 21 WORKING OUT OF CLASSIFICATION**

All employees covered by this Agreement work in particular classifications: Their duties and responsibilities are set forth in job descriptions maintained by the District.

Employees shall not be required to perform duties on a regular basis which are not fixed and prescribed for their classifications.

AFSCME shall have the right to meet and confer with the District upon request with regard to changes in job descriptions that impact upon wages, hours, and working conditions.

## **ARTICLE 22 OTHER PROVISIONS OF AGREEMENT**

- Section 22.01 **Major Policy Changes:** The District agrees to meet and confer with the Union on policies that change the terms and conditions of this Agreement.
- Section 22.02 **Personal Property Damage/Loss:** Any employee whose personal property is damaged or stolen in line of duty without fault of the employee will be reimbursed for the cost of repair or replacement at current value and/or up to limits established and within procedures of District policy.
- Section 22.03 **Physical Examinations:** The Employer agrees to provide the full cost of any medical examination required as a condition of employment or continued employment (including required tests relating to the examination which are authorized by the District).
- Section 22.04 **Unemployment Compensation:** Eligibility for unemployment benefits for employees during periods schools are not in session shall be governed by applicable State laws.
- Section 22.05 **Miscellaneous Adjustments to Pay Warrants:** The Payroll Department shall make any miscellaneous adjustments to current pay warrants to offset past overpayments or to adjust leave balances in accordance with applicable laws.
- Section 22.06 **Cleaning Policy:** The District shall maintain a uniform cleaning policy, a copy of which is attached to this Agreement.
- Section 22.07 **Nepotism Policy (Employment of Relatives):** In order to preclude situations which could bring about a conflict of interest for members of the Union, an employee shall not be permanently appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position.



Immediate family members may not be employed at the same work location without the prior written approval of the Superintendent or designee.

Section 22.08 **Labor Management Relations Committee:** The District and the Union hereby agree to establish a Labor Management Relations Committee (LMRC). The LMRC will meet at least three (3) times a year in January, May and August and at such other times as the parties mutually agree. Each side will be entitled to a maximum of five (5) representatives. Each side will submit an agenda to the other side at least twenty-four (24) hours prior to the LMRC meeting. Union representatives on the LMRC committee will receive reasonable release time to attend such meetings.

## **ARTICLE 23 CONCERTED ACTIVITIES**

Section 23.01 **No Concerted Activities During Term of Agreement:** It is agreed and understood that there shall be no concerted activities during the terms of this Agreement (i.e., no strikes, work stoppages, slow downs picketing or willful interference with the operations of the District including compliance with any request of other labor organizations to engage in such activities).

Section 23.02 **No Lockout:** The District agrees not to lockout the members of this Unit during the terms of this Agreement.

Section 23.03 **Withdrawal of Rights:** It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any member of this Unit.

## **ARTICLE 24 SCOPE OF AGREEMENT**

This Agreement fully and completely incorporates the understanding if the parties hereto, and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining (including effects of lay-off) and shall supersede all previous Agreements, understandings, and prior practices insofar as they relate to the provisions of this Agreement.

Neither party shall, during the term of this Agreement, demand any change therein, nor shall either party be required to bargain with respect to a matter or change during the life of this Agreement provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.

## **ARTICLE 25 SEVERABILITY PROVISION**

Should any article, section or portion of this Agreement become invalid as a result of legislative action, or be held unlawful by any court of competent jurisdiction, such legislation or decision of the court shall apply only to the specific Article, Section or portion directly affected by the legislation or decision and the remainder of this Agreement shall continue in full force and effect. In the event of the invalidation of any portion of this Agreement, the parties agree to negotiate a substitute for the invalidated provision, if legal.

## **ARTICLE 26 PARAEDUCATORS TO SPECIAL EDUCATION (PARAEDUCATORS)**

Section 26.01 Paraeducators will report to and be supervised by the school principal. The principal shall approve time sheets, absence forms and leave requests. The principal and/or his or her designee shall perform all evaluations.

Section 26.02 **Working Without A Classroom Teacher:** Paraeducators shall not be required to assume the responsibility for the classroom for periods of longer than two hours. The District agrees to compensate one designated Paraeducator at the premium rate of one and one-half (1½) times the Paraeducator's regular rate when the Paraeducator assumes responsibility for the classroom beyond two hours. The selection of the designated Paraeducator shall be on a rotating basis.

Section 26.03 **Community-Based Paraeducators:** Effective July 1, 2005, On Trac Paraeducators and Community Immersion Program (CIP) Paraeducators currently receiving the five percent (5%) stipend shall continue to receive such stipend provided he/she continues to work in the On Trac or CIP Young Adult Community Based Program.

Section 26.04 **Special Education Certificate: Paraeducators** who have attained a Special Education Certificate shall be paid a five percent (5%) differential at each step of the salary schedule.

Section 26.05 **Specialized Medical Procedures:** Paraeducators who perform specialized medical procedures on a regular basis shall be paid a five percent (5%) differential at each step of salary schedule:

Section 26.06 **Lead Paraeducator:** A Lead Paraeducator position may be designated to each site employing four (4) or more Paraeducators. The District shall provide a job description for Lead Paraeducator duties. When determined by the principal, the Lead Paraeducator will assist in the orientation of

new Paraeducators, facilitate needed custodial supplies and assist in revising work assignments in case of absences. Lead Paraeducator status is not transferable from site to site.

Section 26.07 **Use of Personal Vehicle:** Paraeducators shall not use their personal vehicle to transport students. A teacher/supervisor shall not require any Paraeducator to use a personal vehicle to transport students.

Section 26.08 **Staffing for Toileting:** Subject to staffing patterns, personnel availability and funding, as determined by the District, Paraeducators will be assigned to classrooms and students in such a manner that avoids placing female and male Paraeducators with students of the opposite sex who require toileting.

Section 26.09 **Work Schedules:** The teacher/supervisor will provide all Paraeducators with work schedules. Work schedules shall include two (2) fifteen (15) minute rest periods and an uninterrupted thirty (30) minute, unpaid duty-free lunch period. Copies of work schedules will be available at the work site. Work schedules will contain at a minimum:

- (1) The time the Paraeducator is scheduled to start work;
- (2) A general statement of Paraeducators responsibilities and tasks tied to student's Individualized Education Program (IEP) goals and objectives on at least a quarterly hour basis;
- (3) Rest periods shall not be used to lengthen the meal period, shorten the workday, or compensate for lost time. In order not to disrupt instruction, the breaks shall not be scheduled concurrently and;
- (4) The time the Paraeducators are scheduled to conclude work.

Section 26.10 **Assignments:** The District reaffirms existing policy that every effort will be made to assign Paraeducators to seven (7) hour assignments. All possible part-time assignments will be consolidated to create seven (7) hour positions.

Section 26.11 **Equal Paychecks:** The District shall offer all Paraeducators the option of receiving twenty-four (24) equal paychecks.

Section 26.12 **Screening Committee:** The Union shall provide a list of five (5) Paraeducators who will serve on a screening committee to interview substitute Paraeducators. The Division of Human Resources will determine the number of members of the screening committee. At a minimum, the screening committee will contain an equal number of union representatives and District representatives.

## **ARTICLE 27 CIVIC CENTER**

Section 27.01 **Adequate Coverage:** When the Custodian feels that a Civic Center permit does not provide for adequate coverage due to the type of event, the number of people scheduled to attend, or the number of meetings scheduled at that site, he/she shall notify the Director of Custodial Services or designee. The Director of Custodial Services or designee shall make the final determination as to hours and number of persons to be assigned.

Section 27.02 **Civic Center Overtime:** The Civic Center overtime rate shall be at one and one-half times (1 ½) the employee's straight rate of pay when additional time is authorized to cover a civic center meeting.

Section 27.03 **Nutrition Services Offered to Permit Holders:** Nutrition Services shall have the opportunity to offer Nutrition Services to Civic Center permit holders.

## **ARTICLE 28 SUMMER SCHOOL**

### **Section 28.01 Summer Employment**

- (a) Bargaining unit work performed during summer recess shall be offered first to unit members prior to the closing of the regular school session by posting the openings at each school site. Unit members shall apply for summer school work in writing to the Human Resources Division. Only when the list of permanent unit members has been exhausted by assignment to summer work, openings shall be offered to non-unit personnel for employment. Summer work shall be paid in accordance with the salary schedule.
- (b) The District shall advertise positions for Food Service summer employment. Employees shall have the right to apply for openings in which they have the skill, ability, and when required, current Food Safety Certification.
- (c) Paraeducators may apply for and be considered for summer school custodian vacancies announced by the Human Resources Division. The District shall retain the right in its sole discretion, to determine which employees from among applicants are qualified for the position. Qualified unit members will be selected first. A unit member who is selected will be required to accept the position.

Section 28.02 **Vacation Credit:** Ten (10)-month employees may also receive vacation credit for time worked during July and August when they are in regular, paid status for one-half or more of the working days in each said month.

## **ARTICLE 29 DURATION OF AGREEMENT**

This Contract of Agreement shall be effective **July 1, 2014**, except for those provisions which have been assigned other effective dates, and shall remain in full force and effect to and including **June 30, 2017**, and from year to year thereafter unless either party serves written notice of the desire to amend, modify or terminate this Contract of Agreement ninety (90) days prior to the first day of July of any subsequent year.

Either party may request in writing to reopen a maximum of two non-economic Articles for the 2016-2017 school year.

## SIGNATURE PAGE

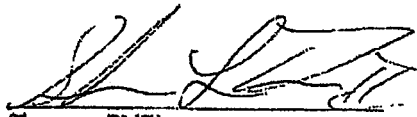
This Agreement is effective upon ratification by the parties.


American Federation of State, County and Municipal Employees, Local 257 ratified the Agreement on June 12, 2015.

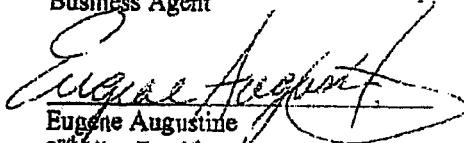
The Oakland Unified School District ratified the Agreement on August 12, 2015.

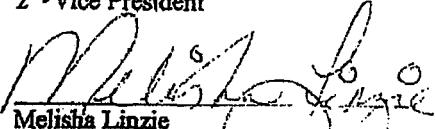
American Federation of State, Oakland Unified School District County and Municipal Employees, AFL-CIO, Local 257.

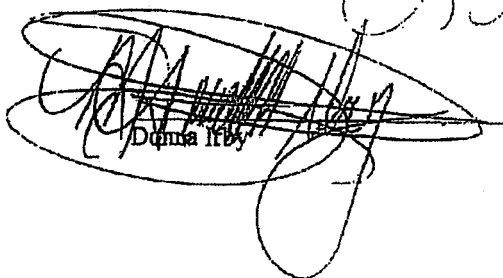
For the Union:

  
Sherman Phillips  
President

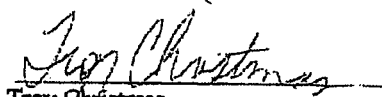
  
Jo Bates  
Business Agent


  
Eugene Augustine  
2<sup>nd</sup> Vice President

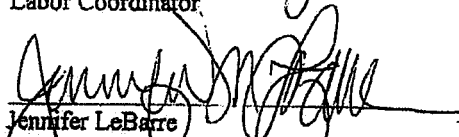
  
Melisha Linzie

  
Donna Ivey

For the District:

  
Troy Christmas  
Director, Labor Relations

  
Jennine Lindsey  
Labor Coordinator

  
Jennifer LeBarre  
Director, Nutrition Services/Warehouse

  
Roland Broach  
Executive Director

  
Kara Oettinger  
Executive Director