

**Agreement Between**

**SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**AFL-CIO, LOCAL 620**

**2008-2009**

Agreement Between  
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and  
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AFL-CIO, LOCAL 620

2008-2009

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## AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of December, 2008, by and between SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, San Luis Obispo, California, hereinafter referred to as the "District," and SERVICE EMPLOYEES INTERNATIONAL UNION (AFL-CIO) LOCAL 620, hereinafter referred to as the "Union."

## WITNESSETH

### ARTICLE 1

## RECOGNITION

1.1 Pursuant to the Representation Election Agreement dated January 7, 1977, the District recognizes the Union as the exclusive representative for the employees of the Maintenance-Operations-Transportation-Food Service bargaining unit:

1.1.1 INCLUDED: Permanent and probationary classified employees including those in the following classifications: Custodial Crew Chief II, Custodial Crew Chief I, Senior Custodian, Custodian III, Custodian II, Custodian I, Carpenter, Electrician I and II, HVAC Technician I and II, Painter I and II, AV Technician, Locksmith, Plumber, Irrigation Systems Worker, Senior Groundswoker, Grounds Equipment Operator, Groundswoker, Lead Mechanic, Transportation Dispatcher, Bus Driver Trainer, Mechanic, Bus Driver, Bus Driver/Operations Service Worker, Warehouse Assistant, Warehouse Delivery Driver, Senior Food Service Worker, Baker, Cook, Food Service Delivery Driver, Food Service Warehouse Delivery Driver, Food Service Worker II, Food Service Worker I, and Crossing Guard. The terms "employee," "worker," or "unit member" may be used interchangeably throughout this agreement to refer to those persons who are included within this bargaining unit.

1.1.2 EXCLUDED: All certificated employees; all employees in the Clerical-Fiscal-Aides bargaining unit; all casual, temporary or provisional personnel such as substitutes; all non-classified personnel such as Noon Duty or Playground Supervisor, Accompanist, and Athletic Aide; all Management and Supervisory employees such as Assistant Superintendent of Business Services, Director of Fiscal Services, Director of Facilities, Operations, and Transportation, Director of Information Services and Technology, Director of Food Service, Central Kitchen Supervisor, Transportation Supervisor, Maintenance Supervisor, and Operations Supervisor; all confidential employees such as Executive Assistant, Accounting Technician, Payroll Specialist, Personnel Analyst, Personnel Assistant, and Receptionist (Personnel); and all exempted positions such as Executive Assistant to the Superintendent.

1.2 The appropriate unit placement of any newly created classifications in the classified service shall be discussed between the parties hereto, and if no agreement is reached, the dispute shall be submitted to P.E.R.B. proceedings rather than to the grievance procedures of this Agreement. Any other adjustments to the unit composition shall be made only upon mutual written agreement. This Article shall not be subject to the grievance procedures of this Agreement.

## ARTICLE 2

### RETAINED RIGHTS

2.1 All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, or which are not limited by the express terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

2.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

2.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget controls policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the agreed upon wage obligations of this Agreement;

2.1.3 The acquisition, disposition, number, location, types and utilizations of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

2.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same and to the consultation rights of the Union under Article 4;

2.1.5 The utilization from time to time of personnel not covered by this Agreement, including but not limited to consultants, and personnel occupying positions listed as "Excluded" in Article 1 of this Agreement, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel, subject only to the consultation rights of the Union under Article 4;

2.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

2.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; the creation and abolition of positions; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject to Article 7, Transfers) and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening;

2.1.8 The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement;

2.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

2.1.10 The dates, times and hours of operation of District facilities, functions, and activities, work schedules; the school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime;

2.1.11 Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

2.1.12 The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement;

2.1.13 The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans; and

2.1.14 The retirement of employees for age or disability.

2.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

2.3 It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Union or of unit members as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail.

2.4 The above-mentioned reserved rights of the District shall be deemed to include the right of the Personnel Commission to establish lawful rules and regulations applicable to unit members. However, in the event of a direct conflict between such rules or regulations and the express terms of this Agreement, the latter shall prevail.

2.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any

way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 5, unless the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

## ARTICLE 3

### WORK STOPPAGE

3.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Union hereby agrees that neither it nor its parent/affiliates nor their respective officers, agents, representatives or members, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 5, disputes which are specifically not subject to the grievance provisions of Article 5, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Union and its parent/affiliates and their respective officers, agents and representatives will do everything within their power to end or avert the same.

3.2 Upon the Union's violation of Paragraph 3.1., and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may suspend or terminate this Agreement upon written notice to the Union to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Union such changes in wages, hours, and terms and conditions of employment of employees covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.

3.3 Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.

3.4 In the event that the Union, its officers, agents or representatives, or the employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 5, the Union (and the employees) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

## ARTICLE 4

### UNION RIGHTS

#### 4.1 Printing of Agreement:

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

4.1.2. Both the District and the Union are responsible for distribution of the agreement to the constituency. The Union will bear the cost of distribution to members. The District will bear the cost of distribution to management employees.

4.1.3. The District agrees to maintain a current copy of the agreement on the District website, [www.slcusd.org](http://www.slcusd.org).

#### 4.2 Negotiations Committee:

4.2.1. There shall be a maximum of seven (7) official representatives of the Union, designated to attend any negotiation meetings with District Management which are mutually scheduled by both parties. Reasonable release time will be provided, and this release time will not be subject to the provisions of Section 4.3.

#### 4.3 Release Time Bank of Hours:

4.3.1. Except for the Negotiations Committee (see above), the granting of release time to employees under any provisions of this contract shall be subject to the following provisions:

4.3.1.1 Release time must be requested and scheduled in advance--preferably as far in advance as possible.

4.3.1.2 If release time is approved, the employees will log the time they leave their work assignment, where they can be reached, and the time they return on a form to be provided by the District. Said form will be left with the immediate Supervisor. The Union will be furnished with a report of hour usage on a quarterly basis.

4.3.1.3 Such release time shall be limited to an aggregate of 120 hours per year.

#### 4.4 Union Access:

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

4.4.1.1 The Union staff representative shall give the site Administrator or designee advance notice of his/her intended visit.

4.4.1.2 The site Administrator or designee shall be notified immediately upon arrival of the Union staff representative and prior to the conducting of Union Business.

4.4.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time and shall not interfere in any way with normal duties. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

4.4.1.4 The Union shall be allowed use of the intra-District phone system for local intra-District calls and employee mail boxes where applicable.

4.4.1.5 The Union, where it represents employees, shall be provided use of adequate and accessible space on bulletin boards for communications.

4.4.1.6 The District shall make available District buildings and other facilities for reasonable use by the Union or their representative subject to the provisions of the Civic Center Act. There shall be no fee charged and facilities shall be used in accordance with administrative procedures governing such use.

#### 4.5 Names and Addresses of Covered Workers:

4.5.1 The District shall supply the Union annually with a list of names, home addresses (except for those who have requested such information not be disclosed) and classifications of all employees within the representation unit. Such list shall be supplied at no expense to the Union.

#### 4.6 Union Requests for Information:

4.6.1 The Union shall be furnished, without charge, one set of the Board of Education agendas and packets, and Personnel Commission agendas and packets at the same time as such are made available to the public.

4.6.2 The District shall furnish to the Union, upon request, a copy of any published information that is available to the general public concerning items affecting the unit. The Union agrees to pay a reasonable charge for such material if a special copy has to be made.

#### 4.7 Non-Discrimination:

4.7.1 The District shall not unlawfully discriminate against employees because of race, age, sex, color, physical disability, creed, national origin, religion, affiliations, political opinions, or sexual orientation. Any dispute arising under this section shall be handled under appropriate administrative and legal proceedings rather than the grievance procedure.

4.7.2 The District shall not unlawfully interfere with, intimidate, restrain, coerce, or discriminate against any employee in her/his free choice to participate in Union activities or join the Union.

4.8 Liaison Meetings:

4.8.1 The District will continue its practice of meeting with the Union to review and discuss current problems, practices, and the administration and enforcement of this Agreement within the District/unit.

4.9 Other Rights:

4.9.1 The Union retains its right to meet and consult with the District upon request with respect to:

4.9.1.1 The subcontracting of services which directly results in the elimination of unit members' jobs. The District shall give at least thirty (30) days advance notice to the Union prior to final decision.

4.9.1.2 The commencement of assigning non-unit members to perform work normally performed solely by unit members, if such assignments are intended to last or do last more than sixty (60) calendar days.

4.9.1.3 Changes in services which are expected to result in the elimination of unit members' jobs.

4.9.1.4 Employee selection and promotion policies and procedures, including Oral Board procedures.

4.10 Official Representatives:

4.10.1 The District agrees, upon reasonable prior request and scheduling and subject to the Release Time Bank of Hours (Section 4.3., above), to provide release time without loss of pay or benefits for three (3) official representatives or their alternates, for attendance at any mutually agreed Union/District meetings held during work hours and to conduct other Union business as deemed necessary.

4.10.2 The Union agrees to notify the District of their three (3) official representatives or their alternates and to keep this list current.

4.11 Stewards:

4.11.1 The Union will be permitted to maintain Union Stewards for the following purposes:

4.11.1.1 To advise employees who come to them concerning the grievance procedure.

4.11.1.2 To advise employees and confer with the District Management concerning the application of this Agreement.

4.11.2 **Steward Rights:** Shop Stewards shall have the right to:

4.11.2.1 Post official Union notices on designated bulletin boards.

4.11.2.2 On his/her own time to coordinate Union meetings which may be held on the worksite during non-working time for any employee in attendance, subject to availability of facilities.

**4.11.3 Steward Presence:**

4.11.3.1 The appropriate Union Steward may be present at proceedings in accordance with Article 5, (Grievance and Arbitration Procedures).

**4.11.4 Number of Stewards:**

4.11.4.1 The Union shall select a maximum of ten (10) Shop Stewards.

4.11.4.2 The Union shall submit to the District a list containing the name of Shop Stewards and the Chief Steward. Such lists shall be kept current. The Union will post the name of the Shop Steward on the site or school employee bulletin board.

**4.11.5 Chief Steward:**

4.11.5.1 The Union may designate one (1) Chief Steward from among the Stewards designated in 4.11.4.

4.11.5.2 The Chief Steward shall be entitled to release time to replace Stewards when the Steward is not available, and shall comply with Sections 4.11.1., 4.11.2., and 4.11.3.

4.11.5.3 Chief Steward shall be entitled to release time to attend grievance resolution meetings or disciplinary hearings, and to conduct other business necessary in the investigation of grievances.

**4.11.6 Grievance Related Release Time:**

4.11.6.1 See Article 5 (Grievance and Arbitration Procedures).

**4.12 Payroll Deduction:**

4.12.1 It is agreed that the Union has the exclusive right to have membership dues deducted for unit members by the District. The District shall, upon appropriate written voluntary authorization from any employee, deduct and make appropriate remittance for Union membership dues, insurance premiums, credit Union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Union and the District. Said deduction, together with a written statement of the employee's name and the amount deducted, shall be forwarded promptly to the Union office.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURES

#### 5.1 Definitions and General Provisions:

5.1.1 A grievance is defined as a complaint by an employee that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected.

5.1.2 A "grievant" is an employee asserting a grievance.

5.1.3 A "working day" is any day in which the School District's Administrative Offices are open for business.

5.1.4 The respondent in all cases shall be the District itself rather than any individual administrator or supervisor.

5.1.5 For disputes which are beyond the scope of this contract and outside the above definitions, the Personnel Commission procedure for adjustment of grievances shall remain available to employees, pursuant to its terms and limitations, during the term of this Agreement.

5.1.6 It is the intent of the parties to resolve grievances at the lowest possible administrative level, and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

5.1.7 An employee who believes that the District has violated the agreement by a particular action or decision must follow the direction of the administrator while processing the grievance. Also, the filing or pendency of a grievance does not delay or forestall any District action.

#### 5.2 Informal Level:

5.2.1 Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the grievance informally by means of an oral discussion with the immediate administrator. If the grievance is not resolved by this informal method, the grievant may proceed to Step 1.

5.2.2 While the grievant is not normally expected to require representation at the informal level, he or she may be accompanied by a representative.

#### 5.3 Step 1:

5.3.1 Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator. If neither the grievant nor the Union had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the time limit shall begin to run on the date upon which either the grievant or Union knew or could with reasonable diligence have known of the occurrence.

5.3.2 The written statement shall state the facts surrounding the grievance, the provision of this Agreement alleged to have been violated, the decision rendered at the informal conference and the remedy sought. The statement will be signed and dated by the employee.

5.3.3 A meeting with the employee and immediate administrator will be arranged to review and discuss the grievance. Such meeting will take place within three (3) working days from the date the written grievance is received by the immediate administrator. The immediate administrator may invite other members of management to be present at such meeting, and the grievant may be accompanied by his or her representative.

5.3.4 The immediate administrator will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply shall terminate Step 1.

#### 5.4 Step 2:

5.4.1 If the grievance is not settled in Step 1, the employee may present the grievance to the Superintendent or his/her designee within three (3) working days after the termination of Step 1 and a meeting will be arranged to review and discuss the grievance.

5.4.2 Such meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or designee. The Superintendent or designee may invite other representatives of management to be present at such meeting, and the grievant may be accompanied by his or her representative.

5.4.3 A written decision shall be rendered by the Superintendent or designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Union and such delivery shall terminate Step 2.

#### 5.5 Time Limits:

5.5.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified. If the District fails to issue a timely response at any of the grievance steps, the grievant may proceed to the next step.

5.5.2 Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

#### 5.6 Released Time:

5.6.1 If a grievance meeting described above is held at a time when the grievant and/or the grievant's representative is normally scheduled to work, such employees shall be released from work without loss of pay or benefits. No employee shall be required against his or her stated wishes to discuss a grievance when his or her representative is not present. Any such released time for the Union representative shall be subject to the release time provisions of Article 4.

#### 5.7 Arbitration:

5.7.1 If the grievance is not settled in Step 2, the Union may submit the matter to binding arbitration, by request made to the District in writing within 20 working days of the termination of Step 2. The only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of any defense that the matter is not grievable or arbitrable.

#### 5.7.2 Selection of Arbitrator:

Within 10 working days after receiving the Union's request for arbitration, the District and the Union shall attempt to agree upon an arbitrator. If no such agreement is reached, the parties shall request a list of arbitrators from the American Arbitration Association ("AAA") and select according to AAA procedures.

#### 5.7.3 Arbitrability Determination:

If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, have such a claim heard without prejudice along with the merits of the case. If the District should instead choose to refuse to proceed to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

#### 5.7.4 Limitations Upon Arbitrator:

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged in the grievance and the appropriate remedy, if any. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detraction or revision) of the written terms of this Agreement.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will, in good faith, endeavor to handle, in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

#### 5.7.5 Arbitrator's Decision:

The decision of the arbitrator within the limits herein prescribed shall be deemed final and binding on all parties. This grievance and arbitration procedure is to be the employees' and Association's sole and final remedy for any claimed breach of this Agreement.

#### 5.7.6 Expenses of Arbitration:

All fees and expenses of the arbitrator shall be divided equally between the District and the Union. Each party shall bear the expense of the presentation of its own case.

5.8 No Reprisals:

5.8.1 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

5.8.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Personnel files of the participants.

## ARTICLE 6

### HOURS OF EMPLOYMENT

#### 6.1 General:

6.1.1 The daily and weekly hours of work and work schedules for each position and employee shall be determined and assigned by the District, subject only to the limitations of this Article.

6.1.2 Once the District has established a given position and assigned it a certain regular number of hours and days, the position shall be so continued on a regular basis until such time as the regular number of hours and days are changed as provided below in Sections 6.7 and 6.8. However, there may be exceptions for temporary situations involving a short-term decrease or change in the need for services occasioned by emergency events.

#### 6.2 Work Schedules:

6.2.1 The work week for full-time employees shall be a forty (40) hour work week comprised of five (5) consecutive days of eight (8) hours per day, exclusive of the lunch period.

6.2.2 Any assignment regularly scheduled for less than five (5) days and forty (40) hours per week, eight (8) hours per day shall be deemed to be part-time.

6.2.3 An employee may at any time propose to the District a change in his or her regular work schedule including but not limited to starting times, days of work, and hours per day or week. The District may in its discretion change the employee work schedule accordingly. Nothing in the foregoing shall limit in any way the District's right to assign hours of work and work schedules.

6.2.4 The immediate administrator may in his/her own discretion from time to time release employees from their normal daily schedule or otherwise revise work schedules to accommodate special circumstances. However, a denial of such release or revision shall not be subject to the grievance procedure.

6.2.5 An employee will be given one (1) week's written notice of a change in regular work schedule. Such notice will not be required during the first two (2) weeks of school or in emergency situations.

#### 6.3 Overtime:

6.3.1 An employee shall be paid at one and one-half (1-1/2) times the regular hourly rate (including any shift differential and longevity pay) for all working hours in excess of eight (8) in one day, or forty (40) in one week, and (for those whose regular assignment is at least four hours and who were in paid status through the entire five day work week) for all working hours on the sixth or seventh days of the employee's work week.

6.3.2 For those whose regular work day is less than four hours and who were in paid status through the entire preceding five day work week, only those hours on the seventh consecutive day of work shall be compensated at the overtime rate.

6.3.3 All overtime work shall be reported and credited in multiples of fifteen (15) minutes of working time, rounded to the nearest quarter hour. Paid non-working time such as vacation and sick leave shall be treated as hours worked for purposes of computing overtime.

6.3.4 For work on designated holidays (Article 13), employees shall be paid at the rate of one and one-half times the regular hourly rate in addition to the regular hourly rate.

#### 6.4 Compensatory Time Off:

6.4.1 Overtime services may be compensated through compensatory time off in lieu of cash compensation. Compensatory time off shall be utilized only by prior arrangement with the immediate administrator, and shall correspond in length to the premium which would otherwise be payable (i.e., one and one-half hours of compensatory time in lieu of time and one-half overtime premium). Normally, compensatory time off which is not utilized by the end of the next succeeding pay period after its earning shall be paid in cash. An employee who desires to carry accrued compensatory time off beyond the end of the next succeeding pay period must request same in writing, and the administrator will make a good faith effort to honor such a request, consistent with the scheduling needs and work demands of the department. In no event shall compensatory time be carried for more than twelve (12) months after earned.

#### 6.5 On-Call Pay:

6.5.1 On-call pay of \$1.50 per hour shall be paid to an employee who is required, while off duty, to remain immediately available to report for duty as assigned by the immediate supervisor. However, if the "on-call" is for the Diablo Emergency Response Plan, the rate shall be \$1.00 per hour. If the employee is called to work the on-call pay will cease, and the applicable duty rate will be paid instead.

6.5.2 In order for employees to qualify for on-call duty pay, all the following requirements must be met:

6.5.2.1 They must be notified in writing by their supervisor that they are to be in on-call status.

6.5.2.2 They must be immediately reachable by telephone.

6.5.2.3 They must report to work immediately.

#### 6.6 Call-Back Pay:

6.6.1 Without Advance Notice: Apart from applicable overtime rules, employees who are, without any advance notice, called back when off-duty and required to report for duty at the work site, shall receive a premium of two (2) hours pay at the regular hourly rate in addition to appropriate compensation for the time actually worked. However, if the time so worked runs into the employee's regular scheduled work day, the two hour premium shall not be payable.

6.6.2 With Advance Notice: Employees who are scheduled, with advance notice, to report to work on an overtime basis for hours not contiguous to their regular work schedules shall be guaranteed a minimum assignment of not less than two (2) hours. However, if the time so worked runs into the employee's regularly scheduled work day, the two-hour guarantee does not apply.

6.7 Increases in Hours of Part-Time Positions:

6.7.1 When the District determines that the daily, weekly or annual hours of any particular part-time regular position are to be increased by more than the equivalent of one hour per day, that position shall be treated as "vacant," and is to be filled either pursuant to transfer procedures (Article 7 hereof) by an employee who has been assigned to the same or more hours at another location, or pursuant to the procedures applicable to any other vacancy, i.e., use of the "rule of three" from (a) most senior class incumbents requesting an increase in hours, (b) promotional lists, and (c) eligibility lists.

6.8 Decreases in Hours:

6.8.1 When the District determines that a regular position is to be reduced in regular daily, weekly or annual hours in an amount greater than the equivalent of one hour per day, the affected incumbent shall have the right to be assigned to a position in the same classification which will maintain his/her previous total assigned hours. Such assignment shall be effected by the District at its discretion either by transfer pursuant to Article 7 or by permitting said employee to bump the least senior employee assigned the same number of regular hours. If there is no less senior employee assigned to the same number of hours, he/she may then bump the least senior of all employees occupying all positions which are assigned fewer hours than the original position, but more hours than the reduced position. Any employee so bumped shall in turn be permitted to exercise the same series of rights.

6.9 Distribution of Overtime and Other Extra Work:

6.9.1 The District shall make a good faith effort to distribute overtime and other extra hours equitably among the unit members at each work location.

6.9.2 For additional assignments in Food Services which, after five (5) working days, appear to be permanent changes, the District will make a reasonable effort to distribute the hours of those assignments equitably among unit members at that work location whose work schedules otherwise permit such additional assignment.

6.9.3 When distributing overtime equitably among bus drivers, extra hours worked during summer and other school vacation periods and while providing driver training shall not be considered. All other overtime assignments, including but not limited to trips during weekends and holidays, are to be equitably assigned pursuant to the rotation system.

6.9.4 Bus Driver/Operations Service Workers will be eligible to drive school weekday trips only after interested Bus Drivers have had the opportunity and have declined or are unavailable. However, Bus Driver/Operations Service Workers will be eligible to drive weekend or holiday trips under existing distribution guidelines.

6.10 Split Shifts:

6.10.1 If an employee's regular assigned work day is divided by one or more periods of non-working time which total three (3) hours, he/she shall receive as part of the regular hourly rate a one-step increase on the salary schedule above what he/she would otherwise receive.

6.10.2 If an assigned work day is divided by a period of time which has not been previously scheduled for work, is not a meal break, and which is thirty (30) minutes or less in duration, then the employee will be paid at the applicable rate for such period(s), provided he or she

has notified the supervisor that he or she is available for work during the time in question, and performs any work properly assigned.

6.11 Travel Between Separate Site Assignments:

6.11.1 Traveling between job assignments at separate sites shall be paid mileage and a reasonable calculated travel time at regular rate, but only if the time between the two assignments is one hour or less.

6.12 Night Shift Differential:

6.12.1 If at least one-half of an employee's regular assigned work day is scheduled after 5:00 p.m., he/she shall receive as a premium for all hours worked a one-step increase on the salary schedule above his/her regular hourly rate.

6.13 Lunch Period:

6.13.1 All employees who work for four (4) or more hours per day shall be entitled to an uninterrupted lunch period of not less than one-half (1/2) hour and not more than one (1) hour, to be scheduled by the immediate administrator. If it is necessary for an employee to work through without a lunch break, he/she shall be paid at the appropriate rate for all hours worked during the lunch period.

6.14 Rest Periods:

6.14.1 All employees who work for four (4) hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each four (4) hours of work in any one day. Such breaks shall be scheduled by the immediate administrator. Unit members who work at least three (3) hours per day shall also be permitted to participate with pay in the break which falls within their work shift.

6.15 Clean-Up Time:

6.15.1 The District agrees to follow its current practice of making reasonable work time available for personal clean-up. The amount of time will be determined by the District.

6.16 Annual Bidding - Food Service/Bus Drivers:

6.16.1 The District agrees to permit Bus Drivers, Bus Driver/Operations Service Workers, and Food Service Workers to bid on jobs determined by the District as being anticipated. Bus Drivers and Bus Driver/Operations Service Workers will be permitted to bid two times and Food Service Workers will bid once during the school year. The order of bidding will be determined by date of hire in the class, with the most senior bidding first. For the purposes of bidding, seniority as a Bus Driver will be based on seniority rules as delineated in Article 7.6. Bus Driver/Operations Service Workers will be restricted to bidding on only those routes equal to or less than the average route standard time at the time of bidding. The District will make a reasonable effort to distribute a list of anticipated jobs to affected employees at least one week prior to the bidding meeting. Prior to distribution of the list the District will give the Union a reasonable opportunity to comment on the list.

6.16.2 For bus drivers only:

6.16.2.1 In the event the daily assignment on a route changes by more than one hour, bumping for the new route assignment or any affected route assignments may occur on a seniority basis unless the change occurs within two weeks of the previous effective date of a bidding cycle. After the two-week period has passed, bumping may occur. No bumping will occur if the route change occurs within six weeks prior to the next bidding cycle effective date.

6.16.2.2 In the event a route is changed between bidding periods from a route which has four or more hours per day to a route that has less than four hours per day, the assigned driver shall earn benefits as if the route were a four-hour position. At the next bidding cycle, the driver will earn benefits based on the actual time on the route. In all cases, the driver shall receive pay for the hours actually worked.

6.17 Food Services - Summer Assignment:

6.17.1 Food Service employees with appropriate experience and skills may apply for summer assignments, if any. Selection shall be by seniority, except that once an employee has served he or she shall be ineligible until all other interested employees (who have at least 2 years of seniority) have received summer assignment. Exempt are annual bid assignments which include summer work.

6.18 Transportation - Summer Assignment:

6.18.1 Interested employees who have appropriate experience and skills may apply for summer assignments, if any. Selection shall be solely by seniority, with no rotation requirement, and with no effect upon the distribution of overtime/extra work under Section 6.9. Exempt are annual bid assignments which include summer work. Twelve-month Bus Driver/Operations Service Workers will be expected to bid for a summer driving assignment, if available, and may bid for any assignment, based on seniority.

6.19 Leap Year Provision:

6.19.1 Because of the special circumstances caused by the extra day attributable to a leap year, twelve month employees generally shall be released from duty, without pay, on a mutually agreed upon date. Those who are required to work that date will be scheduled for release at a later time.

6.20 Transportation - Driver Safety Meetings:

6.20.1 For bus drivers who serve as instructors in the periodic bus driver safety meetings, such service shall be on a voluntary rotational basis, and for such service the instructor shall be paid for the actual time of the presentation plus an additional hour (unverified) as preparation time for the meeting.

6.21 Departmental Meetings:

6.21.1 Two employee representatives selected by Service Employees International Union and two employee representatives designated by management will attend meetings with the department supervisor for purposes of improving communications and addressing department matters within the departments of Transportation, Food Service, Maintenance, Custodial, and

Grounds. These meetings are to occur on a monthly basis unless there is mutual agreement not to do so. Any portion of such meetings which occurs within the employee's regular work day shall be on a paid release basis.

#### 6.22 Transportation - Special Trip Cancellation:

6.22.1 When a special (additional) trip is assigned to a bus driver and then canceled without prior notice after the driver has reported to work:

6.22.1.1 If the special trip was in conjunction with the driver's regular route, the driver shall receive pay for any actual time involved (e.g., returning to the yard);

6.22.1.2 If the special trip was not in conjunction with the regular route (e.g., a Saturday field trip or weekday field trip where the driver was released from his/her regular route and replaced by a substitute), the driver shall receive pay for any work time involved, with not less than two hours work, or pay in lieu thereof, to be guaranteed.

#### 6.23 Short Route:

6.23.1 A driver assigned to any route of less than one hour shall be paid for one hour (e.g., a kindergarten route). This does not apply if the service is in conjunction with another route.

#### 6.24 4-10 Schedule:

6.24.1 From time to time, employees may be asked to work a weekly schedule comprised of 4 days of 10 hours per day. The following applies to any such assignment for full-time employees:

6.24.1.1 Pay shall be at the employee's regular hourly rate for the first 10 hours per day, with overtime premiums to be paid at the rate of 1½ times regular hourly rate for hours above 10 and up to 12 in a day, and at double time for hours in excess of 12.

6.24.2. Hours required on a fifth day or hours in excess of 40 that week, or 10 that day, shall be paid at the applicable overtime premium rate.

6.24.3. For paid time off (vacations, sick leave, personal necessity, etc.), the paid time shall correspond to the regular hours actually relieved (typically 10 hours per day, 40 hours per week), and the amount charged against the employee's accrued balance shall be made on the same basis. Because accruals are measured by hours worked, and the total of 40 hours per week remains the norm under a 4-10 schedule, accruals are generally the same under 4-10 as under a traditional work week.

6.24.4. Holidays to which an employee is entitled shall, when observed within a 4-10 schedule, also result in straight-time pay for the number of hours not worked due to the holiday (typically, 10 hours), resulting in a remaining work week for that week of 30 hours.

6.24.5. Individual employees may request exemption or other accommodation when unable to work this schedule. Such requests shall be duly considered by the District and considered on a case-by-case basis.

## ARTICLE 7

### TRANSFERS

#### 7.1 Definition:

7.1.1 A transfer is a change of assignment from one location to another within the same classification or a change of one job classification to another related classification at the same salary range.

7.1.2 Excluded from the definition of transfer are (1) a demotion (whether voluntary or involuntary) to a classification having a lower salary range; (2) a promotion to a classification having a higher salary range; (3) a change of assignment within a classification which does not involve a change of location.

#### 7.2 Initiation of Transfers:

7.2.1 Transfers may be initiated by either written request of an employee (voluntary transfers) or by the District (involuntary transfers). Decisions regarding transfers shall be made by the District, in its sole discretion, provided that such action shall be based upon reasonable grounds, and shall not be made for arbitrary or capricious reasons.

7.2.2 An employee desiring a transfer shall file a written request with the Personnel Division. Said requests shall remain in effect for a maximum of one year from date of receipt by the Personnel Office, unless withdrawn earlier by the employee.

#### 7.3 Selection Criteria:

7.3.1 When a new position is created or an existing position becomes vacant and is not filled by an involuntary transfer, the District shall select from among those on the voluntary transfer request list so long as there are at least three employees in good standing on the list who have requested the opening. As between applicants who are otherwise equal in all relevant factors such as pertinent skills, experience, and personal qualities, the applicant with the most District seniority shall be selected. When there are fewer than three such transfer applicants, the District may, in the selection process, also consider persons on promotional and open eligibility lists.

#### 7.4 Notice and Review:

7.4.1 An employee shall be given two weeks written notice of an involuntary transfer unless there are compelling circumstances. Any employee who has requested and been denied a transfer, or who is being transferred against his or her preference, shall be entitled to a consultation with responsible administrators and/or the Director of Personnel, in order to discuss reasons for the transfer, and for administration to hear and consider the employee's views on the matter. Such consultation shall not preclude resort to the remedies and procedures indicated in Section 7.6 below.

7.5 New Probationary Period:

7.5.1 A permanent employee who is assigned to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six months (130 working days). At any time during the probationary period he/she may be returned (transferred) to his/her former class without recourse to the grievance and arbitration procedure.

7.6 Seniority:

7.6.1 Seniority shall, pursuant to Education Code 45308, for purposes of layoff and recall be determined by length of service in the affected classification, plus higher classifications, using the employee's date of hire (beginning date and ending date, if applicable) in the relevant classification(s). Periods of separation from the District (resignation or termination) shall not be counted toward an employee's seniority, while periods of duly granted leaves of absence are to be counted. In order to avoid uncertainty and confusion, it is agreed that upon expiration of this Agreement and pending agreement upon a new agreement covering this subject, the above seniority definitions shall remain in full force and effect, surviving the expiration of the other parts of this Agreement. Issues and disputes relating to layoff and recall are governed by the Education Code and Personnel Commission Rules and Regulations rather than the grievance and arbitration procedures of this Agreement. Issues and disputes relating to job or route bidding procedures are governed solely by this Agreement (see Article 6.16) and the grievance procedures hereof, rather than Code or Personnel Commission Rules and Regulations.

## ARTICLE 8

### EVALUATIONS

#### 8.1 Schedule:

8.1.1 Employees shall be evaluated in accordance with the following schedule:

8.1.1.1 Probationary Employees - Within the first 30-60 days, and thereafter as deemed appropriate by the District. If an employee has not been evaluated on schedule, he or she has the option of so notifying the supervisor. Evaluation results may, but need not, determine the granting or denial of permanent status, and no explanation need be given to an employee denied permanency.

8.1.1.2 Permanent employees - At least once each year.

#### 8.2 Procedure To Be Followed:

8.2.1 Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

8.2.2 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given notice of same, opportunity to review and comment upon it, and had such comments attached to the material.

8.2.3 The first-level evaluator shall discuss the written performance evaluation report with the employee. Both the immediate supervisor and the employee will sign the evaluation. Wherever appropriate, the evaluating supervisor shall consult with the leadperson or other person who has day to day working direction over the employee, and the evaluation form shall indicate the fact that such a consultation occurred. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may attach any written comments to the evaluation at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the unit member; one copy to the Personnel Office; and one copy to the evaluator.

#### 8.3 Notice Of Unfavorable Report:

8.3.1 Wherever practicable, a permanent employee will be given an incident report or written notice of any unsatisfactory performance or of need to improve together with an opportunity to improve before such unsatisfactory performance or need to improve is noted on the annual evaluation form. (See also Article 10)

8.3.2 If any category on the performance report of a permanent employee is rated as needing to improve or unsatisfactory, the following will be included on the evaluation or other document issued: (a) statement of the problem or concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the employee.

8.3.3 In the evaluation of probationary employees, the District will make reasonable efforts to ensure that the employee is advised of District expectations and of the employee's progress toward same.

8.3.4 If the employee disagrees with the evaluation, he/she shall have the right to obtain a review of the evaluation by the appropriate division head. The decision of the division head will be attached to the evaluation and shall be final. The employee shall also have the right to attach his/her own written comments to the evaluation form.

8.4 Representation at Interviews:

8.4.1 Upon request, employees shall have the right to have a union representative present in any interview with Management in which the employee reasonably believes that he or she is the focus of a possible disciplinary action.

## ARTICLE 9

### PROGRESSIVE DISCIPLINE

#### 9.1 Cause for Discipline:

9.1.1 Disciplinary actions by the District shall be intended as a corrective measure.

9.1.2 No unit member shall be subject to discipline, warnings, reprimands, demotion, or suspension except for just cause, and, in accordance with principles of progressive discipline consistent with the nature of the offense, as stated in Personnel Commission rules.

9.1.3 The purpose of progressive discipline is to ensure that the employee is aware of the District's expectations so that there is a reasonable opportunity to conform conduct to those expectations and avoid disciplinary action.

9.1.4 No disciplinary action against a permanent employee shall be based upon any cause which arose prior to the employee's becoming permanent. No progressive disciplinary action shall be based on causes that are more than two years old, i.e., similar infractions that have not reappeared over a two-year period.

#### 9.2 Procedure for Disciplinary Action:

9.2.1 No employee shall be subject to disciplinary action because of gender, sexual orientation, race, color, religious creed, marital status, national origin, ancestry, medical condition, age, or disability.

9.2.2 Generally, the concept of *progressive discipline* applies so that employees are, depending upon the nature of the offense, to be given appropriate notice of any performance problems or other misconduct which may give rise to disciplinary action, and appropriate opportunity to improve. Progressive discipline, which would be appropriate for a minor offense, e.g., tardiness, includes the following:

9.2.2.1 Verbal counseling;

9.2.2.2 If the problem is not corrected within a reasonable time, an evaluative conference and one or more written reprimands/warnings indicating the nature of the problem and the consequences of a further violation;

9.2.2.3 If the problem persists, a suspension without pay for up to 5 working days, and an appropriate reprimand/warning;

9.2.2.4 Then if the problem persists, either a longer suspension;

9.2.2.5 Termination of employment, if other means do not correct the problem. Any such suspensions or terminations shall (except in compelling circumstances) include a prior right of the employee to appeal the recommended action to the Superintendent or designee, and the right to appeal the suspension subsequently to the Personnel Commission as provided in paragraph 9.3.1 below. It is understood that the above progressive disciplinary procedures (warnings and lesser prior punishments) may vary

based upon the seriousness of the offense, and in the case of a serious offense, e.g., theft, are not applicable

9.2.3 When an employee is to be subjected to dismissal, demotion, suspension, or disciplinary transfer, specific written charges, including the specific acts or omissions upon which the cause is based, will be furnished to the employee.

9.2.4 If the employee desires to be heard by the Superintendent or designee prior to the charges being presented to the Governing Board, the employee shall request in writing that an informal meeting be scheduled at which the employee may present any information he/she may wish to in support of his/her position. It shall not be the employee's right at this meeting to confront or examine District witnesses. The request for a meeting must be received by the Superintendent within five working days after the employee has been served with the charges, and the informal hearing shall then be scheduled in writing to be held not less than ten working days after the employee was served with the charges. The Superintendent shall make a determination as to whether the charges are to be presented to the Board of Education and advise the employee accordingly. The charges may thereafter be presented to the Governing Board for approval.

9.2.5 When a formal disciplinary action has been approved by the Governing Board, the action and the charges shall be reported to the Director of Personnel, who shall immediately notify the employee and shall report the action to the Commission at its next regular meeting.

9.2.6 Notice to the employee shall be served personally or by registered or certified mail and shall include a copy of the charges, right to obtain evidence, and shall state his/her right to answer, the time limits for such appeal to be filed, and that a hearing will be held upon such appeal.

9.2.7 Notwithstanding the procedures prescribed above, any employee may, in compelling circumstances, be suspended prior to Board approval at the discretion of the Superintendent, subject to later ratification by the Board within two weeks. However, the employee will in such event be entitled to the procedural requirements of this Article.

9.2.8 A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee is to receive compensation as provided for in the Code section. Such suspension shall be reviewed by the Personnel Commission every 90 calendar days.

9.2.9 Dismissal shall cause removal of the employee's name from all employment lists.

9.2.10 Failure to appeal, as provided below, shall make the action of the Governing Board final and conclusive.

### 9.3 Appeal:

9.3.1 A permanent employee who has been subjected to disciplinary action may appeal to the Personnel Commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to such charges. Appeal can be made only on the following grounds:

9.3.1.1 That the procedures set forth in these rules have not been followed and that the employee has suffered substantial prejudice thereby.

9.3.1.2 That the action was taken because of gender, sexual orientation, race, color, religious creed, marital status, national origin, ancestry, medical condition, age, or disability.

9.3.1.3 That there has been abuse of discretion by the District.

9.3.1.4 That the action taken was not in accord with the facts.

9.3.2 A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The request for the investigation shall be based only on one or more of the four grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Governing Board and the employee in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Governing Board.

#### 9.4 Hearing Procedure:

9.4.1 The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearings and report findings and recommendations to the Commission.

9.4.2 Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

9.4.3 The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

9.4.4 Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense.

9.4.5 Each side will be allowed to examine and cross-examine witnesses.

9.4.6 Both the Board and the employee will be allowed to be represented by legal counsel or other designated representation.

9.4.7 The Commission may, and shall if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.

9.4.8 The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

9.4.9 Whether the hearing is held in a public or closed session, the Commission, after it concludes the hearing may deliberate its decision in closed session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If the Director of Personnel or any staff is not serving full time for the Commission and/or was a witness in the proceedings, he shall also be barred from the Commission's final deliberation.

9.4.10 The Commission shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than 14 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefor. The Commission's decision shall be set forth in writing and signed by the chairman of the Commission and be sent to all parties of interest. The commission's decision shall be final.

9.4.11 The Commission may, if it finds in favor of the employee, include any of the following as part of its judgment:

9.4.11.1 Order the employee's reinstatement upon such terms and conditions as it may determine appropriate.

9.4.11.2 Modify the disciplinary action, but not to make more stringent the action taken by the Board.

9.4.11.3 Order paid all or part of the employee's lost compensation.

9.4.11.4 Order expunction from the employee's personnel file of records pertaining to the disciplinary action.

#### 9.5 Applicable Personnel Commission Rules:

9.5.1 It is understood and agreed that this Article is intended to be consistent with the Personnel Commission rules regarding Discipline. No rule change will be made without meeting and conferring with the Union.

#### 9.6 Limitations and Files:

9.6.1 Records relative to discipline imposed shall be removed from the unit member's personnel file after two years have passed without repetition or the same or similar conduct, so that the record will not influence decisions such as promotions or transfers. Such records may be retained by the District in a separate disciplinary file or log, limited to use in the event that reference is needed for future discipline. Such a separate file shall contain only such expunged material.

## ARTICLE 10

### PERSONNEL FILES

#### 10.1 Inspection of Files:

10.1.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the employee's inspection. Such inspection rights shall be afforded upon request, provided that the inspection is made at a time when the employee is not required to render services to the District.

10.1.2 Exempt from employee inspection are ratings, reports, or records which (1) were obtained prior to employment, or (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

#### 10.2 Comments and Review:

10.2.1 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be placed in a personnel file unless and until the affected employee is given notice and an opportunity to review and comment on that material. An employee who disagrees with the material shall have the right to obtain a review by the appropriate division head, whose decision shall be final. An employee shall have the right to have his/her own written comments attached to any such derogatory statement before the item is placed in the personnel file.

#### 10.3 Authorization To Examine Files:

10.3.1 Employees shall have the right to authorize, in writing, a representative to examine their personnel files.

## ARTICLE 11

### SAFETY

11.1 The District shall provide a place of employment which is as safe as the nature of the employment reasonably permits.

11.2 In case of an accident on the job the employee shall report the accident to his/her supervisor or designee, who will complete the required accident report.

11.3 Employees are responsible for utilizing safe working procedures. Violations of District directives regarding safety, including those that result in worker injury, are grounds for disciplinary action.

11.4 Employees are to report safety hazards and unsafe conditions to their immediate supervisors. If the condition is not remedied within a reasonable time, the employee shall report the situation to the District Safety Committee. No employee will be subject to reprisal for reporting unsafe or potentially unsafe conditions.

11.5 A union steward shall be granted release time to accompany a Cal-OSHA representative and Management representative conducting an on-site walk around safety inspection.

11.6 The District will continue its present practice of having a Safety Committee. The safety committee shall make suggestions to the Superintendent or designee regarding any safety matters.

11.7 The District agrees to provide or make available needed safety equipment within the financial limitations of the District.

11.8 The District agrees to pay any employee required by the District to attend safety classes or first aid classes outside of his/her normal work day.

11.9 An employee in the classified service who has permanent status as of July 1, 1990, who is required to pass a medical examination to enable work with asbestos, and who fails such examination, but is otherwise generally able to perform any non-asbestos-related work, shall be given the opportunity to transfer to another open position in the classified service as determined by the District. An employee who accepts such a transfer will be compensated (pay + related benefits) in the new position as though he/she retained his/her former position. It is agreed that the above provision is an exception to the general rule, shall not be treated as a precedent, and does not extend beyond the specific asbestos-related circumstances described.

## ARTICLE 12

### LEAVES OF ABSENCE

#### 12.1 General Provisions:

##### 12.1.1 **Definition:**

12.1.1.1 A leave of absence is an authorization for an employee to be absent from active duty, for a specific period of time, and for the purposes stated below. A leave guarantees the right to District employment upon the expiration of the leave, provided the employee would otherwise have retained District employment.

##### 12.1.2 **Notice of Return:**

12.1.2.1 Any employee who fails to give the District timely notice of intention to return from a long-term leave of absence when such notification is requested, or who fails to return to work as scheduled upon the expiration of said leave shall be deemed to have abandoned employment with the District and such conduct shall constitute an automatic resignation.

##### 12.1.3 **Benefits on Paid Leave:**

12.1.3.1 Employees on paid leave of absence shall, unless otherwise provided herein, continue to receive regular wages, fringe benefits, and retirement service credit, subject to the provisions of Articles 15 (Pay and Allowances) and 14 (Fringe Benefits).

##### 12.1.4 **Benefits on Unpaid Leave:**

12.1.4.1 Those who go onto an unpaid leave of absence shall continue to receive health and welfare coverage for the balance of the monthly pay period in which the leave commences. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. However, if the leave qualifies as Family Care and Medical Leave as defined in Section 12.12 of this Article, then the employee shall be entitled to continued benefits coverage as defined in that section. Apart from this benefit, the employee shall receive no wages, fringe benefits or retirement service credit during the duration of the unpaid leave.

##### 12.1.5 **Definition of Immediate Family:**

12.1.5.1 "Member(s) of the immediate family" as used in this Article shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other person living in the employee's home. The definition includes "in-law" relationships in each case, and "step" relationships in the case of parents and children.

**12.1.6 Calling In When Absent:**

12.1.6.1 In case of impending absence, employees are to call their immediate supervisor as soon as possible after 7:00 a.m., or the day before, if possible.

12.1.6.2 Bus drivers are to call the Dispatcher or the Director of Buildings, Grounds and Transportation either the previous day or between an hour and an hour and a half before their morning routes start, if possible.

**12.1.7 Returning From Absence:**

12.1.7.1 Employees returning from absence shall give notice of return to their immediate supervisor before 2:30 p.m. on the day preceding return. If an employee returns to his position after an absence without giving the required notice, and a substitute has been assigned for duty, the substitute shall be permitted to work with pay and the employee shall be charged one day's sick leave. If the substitute can effectively be reassigned or prefers not to accept the assignment upon late notice, the employee may work without penalty.

**12.1.8 Absence Without Leave:**

12.1.8.1 It is agreed that when an employee is absent from work without leave or authorization, the District will deduct a full day's pay, and the employee may be disciplined.

**12.1.9 Rights When Returning From Leave:**

12.1.9.1 If leave is granted, all rights of tenure, retirement, accrued leave pay, and other benefits provided by law shall be preserved and available to the employee after termination of leave of absence, except that salary schedule step increase credit will not be granted for time on leave.

**12.1.10 Physician's Statement:**

12.1.10.1 The District may, for reasonable cause, require a medical statement or examination by the employee's physician or, at the District's option and expense, from a District-appointed physician.

**12.2 Sick Leave:**

**12.2.1 Purpose:**

12.2.1.1 The purpose of sick leave utilization, unless otherwise provided in this Article, shall be for an illness, injury, or legally established quarantine which makes it impracticable for the employee to perform normal duties on a scheduled work day.

**12.2.2 Earning Sick Leave:**

12.2.2.1 An employee in paid status, eight (8) hours per day for twelve (12) months per year, shall be granted twelve (12) days leave of absence for sick leave each year. Employees employed part-time and/or for less than a full year shall be granted leave of absence for sick leave on a pro-rata basis in the proportion that their employment bears to full-time, twelve-month employment.

**12.2.3 Accumulation Of Sick Leave:**

12.2.3.1 Sick leave may be accumulated from year to year without limit.

**12.2.4 Use Upon Retirement:**

12.2.4.1 Upon retirement, unused sick leave will be credited toward retirement benefits in accordance with PERS regulations.

**12.2.5 Pay For Sick Leave:**

12.2.5.1 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

**12.2.6 Using Sick Leave:**

12.2.6.1 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee.

12.2.6.2 Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

12.2.6.3 If an employee terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.

**12.2.7 Differential Pay:**

12.2.7.1 Any unused sick leave credit may be used by the employee for sick leave purposes, as defined, without loss of compensation.

12.2.7.2 Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent under the provisions of this Article shall receive the difference between his/her pay and the amount actually paid a substitute. In order to qualify for differential pay, available leaves shall first be utilized in the following sequence:

12.2.7.2.1 All industrial accident or illness leave days, when applicable;

12.2.7.2.2 All remaining current year days credited for sick leave;

12.2.7.2.3 All accumulated sick leave;

12.2.7.2.4 All accumulated compensation time;

12.2.7.2.5 All vacation time; and

12.2.7.2.6 All other available paid leave.

12.2.7.3 In no event shall days of all of the above paid leave and the above differential pay combined exceed five (5) months in any fiscal year; provided, however, that if the above paid leave (12.2.7.2.1. through 12.2.7.2.6.) exceeds five (5) months, no forfeiture thereof shall be required.

12.2.7.4 Only one increment of differential pay shall be allowed for any single continuous illness that continues into the next fiscal year.

### 12.3 Industrial Accident and Illness:

12.3.1 An employee who has sustained a job-related injury or illness shall report the injury to the immediate administrator or his/her designee as soon as possible, but normally not later than the next scheduled work day following the accident.

12.3.2 In order to qualify for industrial accident or illness leave coverage, employees with work-related injuries that require medical attention are required to go to a District-designated physician or medical facility for treatment during the first thirty (30) days following the reporting of the injury. A list of the District-designated physicians and facilities is periodically issued to each employee and is available at each work site.

12.3.3 Employees desiring to go to another physician after the initial 30-day period may do so but are required to inform the District's worker's compensation administrator.

12.3.4 If an employee does not wish to be treated by a physician or facility on the District-approved list, he or she must notify the Personnel Office in writing of the physician to provide treatment. Such written notification must be on file prior to the date of any work-related injury or illness.

12.3.5 Paid industrial accident and illness leave shall be granted as provided herein, for injury or illness which is incurred within the course and scope of assigned duties and which would qualify for Workers Compensation coverage.

12.3.6 In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be subject to examination by a District appointed physician, at District expense, to verify his/her condition and to evaluate any claims.

12.3.7 An employee shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician and, at the District's option and expense, from the District-appointed physician, certifying ability to return to work without restrictions.

12.3.8 Allowable leave shall be for not more than sixty (60) days during which the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowance leave shall not be accumulated from year to year. If the same

illness or injury extends into the next fiscal year the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.

12.3.9 Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day of authorized absence regardless of a temporary disability indemnity award.

12.3.10 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary less normal deductions.

12.3.11 Upon conclusion of the industrial paid leave, the employee may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

12.3.12 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education has authorized travel outside the state.

12.3.13 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

#### 12.4 Personal Necessity Leave:

12.4.1 An employee may elect to use not more than seven (7) days per year of unused sick leave for purposes of approved personal necessity leave for reasons 12.4.2.1. to 12.4.2.7. below. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave used shall not exceed the number of full days of unused sick leave in the employee's account.

12.4.2 The purposes are as follows:

12.4.2.1 Death of a member of the immediate family in addition to bereavement leave.

12.4.2.2 Serious illness of a member of the immediate family which requires the care of the employee.

12.4.2.3 Accident involving the unit employee's person or property, or the person or property of a member of the employee's immediate family.

12.4.2.4 Appearance of the employee in court as a litigant, party, or witness who does not qualify for Legal Commitment Leave (Section 12.7).

12.4.2.5 Absence for father on the occasion of childbirth, and absence of mother and/or father to meet legal compliance for adoption.

12.4.2.6 Major religious observance.

12.4.2.7 Personal Business - Unrestricted except that personal necessity leave will not be granted for purposes of work stoppage in violation of Article 3, Work Stoppage.

12.4.3 The employee shall submit a request for personal necessity leave approval on a District-approved form to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. The immediate administrator shall give a prompt response to these requests; approval may be delayed or denied based upon work load demands or lack of substitutes.

12.4.4 The prior approval requirement shall not apply to reasons 12.4.2.1., 12.4.2.2., 12.4.2.3., or 12.4.2.5. above. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

## 12.5 Bereavement Leave:

12.5.1 An employee shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave will be for no longer than five (5) days. Additional days of absence beyond those described herein are provided in this Article under the terms of Personal Necessity Leave.

## 12.6 Maternity Leave:

### 12.6.1 **General Provisions:**

12.6.1.1 A maternity leave is a leave of absence granted to a female employee during the period of time she absents herself from active duty because of pregnancy or convalescence following childbirth or miscarriage. Upon request of the employee, the District may in its discretion grant an unpaid leave of absence for pregnancy reasons for a period of not more than six months (except as adjusted to meet school calendar), including any paid disability portion thereof. This provision for a paid leave within an unpaid leave is a narrow exception to the general rule that paid leaves may only be utilized when the employee would otherwise be on active duty. The District shall permit the employee to utilize her accumulated sick leave during the period of actual physical disability, provided the dates of disability and convalescence following childbirth are certified by her physician. The paid portion (sick leave) of such a leave is usable only for that period of time during which the employee is physically disabled and unable to perform her regular duties and responsibilities due to pregnancy, miscarriage, birth, and recovery therefrom.

### 12.6.2 **Procedures:**

12.6.2.1 As soon as the employee determines she is pregnant, she shall promptly notify her immediate administrator in writing to enable the District to make advance preparation for a substitute or temporary replacement.

12.6.2.2 Not later than the sixth month of pregnancy, the employee shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the anticipated date of birth. The District may require her to submit additional statements from her physician, if necessary in the reasonable judgment of her immediate administrator. She shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy, provided that she can and does continue to perform the full duties and responsibilities of her position.

12.6.2.3 Prior to return to duty it will be necessary for the employee to validate her sick leave claim by having her physician certify the actual beginning and ending date of her disability. She also must secure her attending physician's release to active duty.

12.6.2.4 Use of sick leave for maternity leave of absence shall be in accordance with Sick Leave procedures in this Article.

#### 12.7 Legal Commitment:

12.7.1 **Jury Service:** Leave of absence for jury service shall be granted to employees who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave less any compensation received by the employee by virtue of the appearance provided that the court certification is filed with the District. Request for jury service leave shall be made by presenting the official court summons to jury service to the Director of Personnel or designee.

12.7.2 **Subpoenaed Witness:** Employees required to appear in court as a non-party witness under subpoena or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the employee, shall receive full compensation for such absence from duty, less any compensation received by the employee by virtue of the appearance or testimony.

#### 12.8 Military Leave:

12.8.1 An employee shall be entitled to any military leave required by law and shall retain all rights and privileges required by law arising out of the exercise of military leave.

#### 12.9 Family Illness:

12.9.1 Leave of absence may, in the discretion of the District, be granted an employee for absence due to illness or injury of some member of the immediate family in cases which do not qualify for, or which extend beyond the time limits of, Personal Necessity Leave. Such leave must be requested by the immediate administrator and approved by the Superintendent. Such a leave shall not exceed five (5) days per occurrence. During the time of such leave the employee will receive his/her normal salary, less the substitute rate of pay.

12.10 Personal Leave - Unpaid:

12.10.1 The District may, in its sole discretion, and upon the written request of the employee and the recommendation of the Superintendent, grant a leave without pay for any reason satisfactory to the District.

12.10.2 Denial of personal leave is not subject to the grievance procedures of Article 5.

12.11 Union Business Leave - Unpaid:

12.11.1 Upon written request by the Union, the District may, in its sole discretion, grant a leave without pay for Union business.

12.11.2 Denial of personal leave is not subject to the grievance procedures of Article 5.

12.12 Family Care and Medical Leave:

12.12.1 The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.

12.12.2 Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Employees may be granted leave for up to 26 weeks for care of a member of the Armed Forces, including the National Guard or Reserves, who has suffered a serious injury or illness in the line of duty while on active duty, that renders the member medically unfit to perform the duties of their office, grade, rank, or rating. This leave is only available during a single 12 month period. Employees are entitled to up to ten days of FMLA leave in order to spend time with a spouse home temporarily from military deployment. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or placement. Also, in these circumstances, if both spouses are employed by the District, the combined total Family Care and Medical Leave shall be limited to 12 weeks.

12.12.3 For purposes of this section (only), the references to "child" in item 12.12.2 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependant child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary caregiving responsibility, and the reference to "parent" includes biological, foster or adoptive parent or any other person who had primary caregiving responsibility for the employee when the employee was a child.

12.12.4 The employee must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.

12.12.5 The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days' advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.

12.12.6 The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.

12.12.7 To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.

12.12.8 Subject to the above-mentioned "credit" provisions of paragraph 12.12.1 above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.

12.12.9 If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

12.12.10 Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

ARTICLE 13

VACATION AND HOLIDAYS

13.1 Vacation:

13.1.1 Every employee shall earn paid vacation at the prescribed rate as part of his/her compensation. Employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignment. Vacations shall also be earned during any paid leave of absence. Employees must have served six (6) months before becoming eligible to take paid vacation. Part-timers accrue paid vacation on a pro rata basis according to time served.

13.1.2 Vacation shall be earned as follows:

<u>Calendar Years of Service</u>	<u>Working Days of Paid Vacation Earned Per Month</u>
1 - 5 years	1.00 (12 days per year for full-time, 12-month employee)
6 - 10 years	1.42 (17 days per year for full-time, 12-month employee)
11 years	1.50 (18 days per year for full-time, 12-month employee)
12 years	1.58 (19 days per year for full-time, 12-month employee)
13 years	1.67 (20 days per year for full-time, 12-month employee)
14 years	1.75 (21 days per year for full-time, 12-month employee)
15 years	1.83 (22 days per year for full-time, 12-month employee)
16 years	1.92 (23 days per year for full-time, 12-month employee)
17 years	2.00 (24 days per year for full-time, 12-month employee)
18 or more years	2.08 (25 days per year for full-time, 12-month employee)

13.1.3 Normally, vacation is taken during the year following June 30 of the year in which it is earned. Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service, the work load of the department, and the need to minimize substitute costs.

Vacation credit may be accumulated to a total not exceeding that which the employee could earn in two years.

13.1.4 It is the policy of the District for employees to use their vacation time as relief from the job. However, when an employee has accumulated the maximum allowable vacation credit and when a critical personal or District emergency prevents his taking vacation, the nature and duration of the emergency shall be reported to the Payroll Department by the employee and/or supervisor. The District may then authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency. When accrued (but not taken) vacation is paid off by the District, it shall be by a check separate from regular payroll.

13.1.5 The rate at which vacation is paid shall be the rate of pay which the employee would have been paid had he/she served during the period.

13.1.6 Upon separation from District employment, an employee who was employed longer than six months shall be paid for accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

## 13.2 Paid Holidays:

13.2.1 Employees shall be entitled to the following paid holidays provided they are either at work or on a paid leave during any portion of the District working day immediately preceding or succeeding the holiday:

- 13.2.1.1 July 4
- 13.2.1.2 Labor Day
- 13.2.1.3 Veterans Day
- 13.2.1.4 Thanksgiving Day
- 13.2.1.5 The Friday after Thanksgiving Day
- 13.2.1.6 The last working day before December 25 (or before the paid holiday granted for December 25 when December 25 occurs on a Saturday)
- 13.2.1.7 December 25
- 13.2.1.8 December 31 (in lieu of Admission Day)
- 13.2.1.9 January 1
- 13.2.1.10 Martin Luther King Day (date to be determined by the District)
- 13.2.1.11 Lincoln Day
- 13.2.1.12 Washington Day
- 13.2.1.13 Good Friday
- 13.2.1.14 Memorial Day

13.2.2 Those who are not normally assigned to duty during Winter and Spring Break shall be granted the paid holidays occurring during this period, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

13.2.3 When a holiday listed above falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above falls on a Saturday, the preceding Friday shall be deemed to be the in lieu holiday.

13.3 Supplemental Vacation Plan:

13.3.1 As an attendance incentive and reward for not utilizing sick leave, those employees who maintain specified balances in their accrued sick leave accounts shall be granted additional vacation time pursuant to the following schedule, in each case measured as of June 30 immediately preceding the fiscal year in which it is to be granted:

13.3.1.1 If accrued sick leave is 80 days (640 hours) or more, two additional vacation days (16 hours) shall be granted;

13.3.1.2 If accrued sick is at least 60 days (480 hours) but less than 80 days, one and one-half additional vacation days (12 hours) shall be granted;

13.3.1.3 If accrued sick leave is at least 40 days (320 hours) but less than 60 days, one additional vacation day (8 hours) shall be granted; and

13.3.1.4 If accrued sick leave is at least 20 days (160 hours) but less than 40 days, one-half of an additional vacation day (4 hours) shall be granted.

13.3.2 Any individual may qualify for only one of the above categories of supplemental vacation allotment in any one year.

13.3.3 In addition to the above, any employee who has perfect attendance in the prior fiscal year (perfect except for those absences due to paid vacation, paid bereavement, and jury duty) shall be granted an additional vacation day (8 hours if full-time, pro-rated if less than full-time) for the following fiscal year.

## ARTICLE 14

### FRINGE BENEFITS

14.1 Effective July 1, 2004, and throughout the duration of this Agreement, the District shall contribute for the contract year on behalf of each regular full-time unit member the sum of \$5,000.00 for SISC Blue Cross medical insurance (four options), Delta Family Dental (two options), and Vision Service Plan. In addition, for the total premium costs of any package selected by the employee in excess of the \$5,000.00 contribution by the District, the employee and the District will share the additional costs on an equal 50% basis. In the event that for any one year during the term of this Agreement the total premium increase is 25% (or more) above the prior year's premium, the parties will meet and negotiate regarding the impact of the excess increase.

14.2 The above contribution on behalf of part-time employees working 50% or more shall be prorated in the proportion that their weekly assignment bears to full-time; the employee must contribute the balance of the costs, if he or she so desires. If an employee decides not to do so, he/she shall not be entitled to participate and the District shall have no obligation to contribute any sum on his/her behalf. Employees working less than 50% shall not be entitled to the benefits identified in 14.1 above. The District will calculate employee and District shared costs of excess contribution toward health benefits at the quarter-hour mark (as opposed to the half-hour mark).

14.3 In addition, the District shall continue its contribution to the health/major medical insurance plan for all unit members who retire between the age of 53 and 65 with at least ten (10) full years of service credit. Such contribution shall commence upon such early retirement during the term of this Agreement, and shall terminate upon age 65. The District's contribution shall be \$5,000.00 plus 50% of the amount of the premium over \$5,000.00 for a Blue Cross plan.

14.4 The District's obligations under this Article are limited to the payment of the above-indicated contribution. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the employee. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance procedures of Article 5 of this Agreement. However, the District shall, whenever appropriate, offer aid and assistance to the employee in obtaining proper service from the carriers.

14.5 Health Care Cost Containment Committee. As needed, the District agrees to consult with the Union Cost Containment Committee to:

14.5.1 Examine the status, benefits, and cost of on-going health, dental and vision insurance, and pursue ways to bring down the cost of providing those insurance benefits.

14.5.2 Discuss short- and long-term cost containment possibilities.

14.5.3 Prepare appropriate recommendations to the District and Union representatives for their consideration in the appropriate collective bargaining process.

14.6 PERS Pickup:

14.6.1 The District shall continue, so long as it is lawful and of no cost to the District, the "PERS Pickup" to enable employees to defer income taxes on the District's PERS contributions.

14.7 State Disability:

14.7.1 Pursuant to the 1986 employee election, the employees are to participate, at their own expense, in the State Disability Income Protection Plan. Participation shall be solely at employee expense, but the overhead cost of administration shall be borne by the District. SDI benefits are to be integrated with the District's sick leave benefits.

14.8 Accommodation of Purchase:

14.8.1 The District shall process a purchase, by automatic payroll deduction, of a \$10,000 group life insurance policy covering each employee. It is understood that this is an accommodation by the District to permit an economical group purchase funded entirely at employee expense, and is not in any way to be considered part of the District's Fringe Benefit package under Article 14. The Union shall hold the District harmless against any claims or liabilities arising out of this provision.

14.9 Internal Revenue Code Section 125 Benefit Plan:

14.9.1 The District shall offer employees participation in an Internal Revenue Code Section 125 Plan, with administrative expenses thereof to be borne by the District.

14.10 Defined Benefit Plan:

14.10.1 Part-time employees who do not qualify for PERS and who are hired May 1, 1994, or after, shall become participants in the SISC Defined Benefit Program. The contribution rate to be paid by the Defined Benefit Plan shall be as determined by the Defined Benefit Plan with annual actuarial valuations.

14.11 Attendance Incentive Program:

14.11.1 An Attendance Incentive Plan shall be implemented to provide an incentive for employees to improve their attendance by offering them a cash bonus to be paid at the time they retire or leave the District. The incentive cash bonus is calculated as follows:

14.11.1.1 First, calculate the number of sick leave days actually earned by the employee based on the most recent 10 years of employment up to the date of termination or June 30, 2006, whichever occurs first (120 days maximum possible); from that total, deduct the number of sick days used by the employee for any absence (illness or personal necessity) during the most recent 10 years of employment, without regard to whether such absent days were fully paid or differential-paid, and without regard to whether such absent days were paid from sick leave balances accrued before or after the beginning date of this Program. After such reduction, the resulting net balance is the "Net Total Incentive Program Days."

14.11.1.2 Determine, to the nearest whole number, the number of years the employee was actively employed by the District prior to date of termination or June 30, 2006, whichever occurs first, up to a maximum of twenty (20) years. Such years need not be consecutive. Use that number of years as the percentage of the Net Total Incentive Program Days which will be cashed out to the employee as a bonus (4 years = 4%; 10 years = 10%; etc.)

14.11.1.3 Apply that percentage to the Net Total Incentive Program Days, valuing such days at the employee's daily rate of pay in effect as of the date of termination if that date is prior to June 30, 2006, or the rate of pay in effect as of June 30, 2006, if the termination date is later. Example: A twenty-year employee with 100 Net Total Incentive Program Days retiring June 30, 2006, with a daily rate of pay of \$150 would receive a cash bonus of \$3,000 (20% x 100 days x \$150). Provided, however, that any employee retiring after June 30, 2006, must have an overall illness accrual balance at least equal to his or her June 30, 2006, Net Total Incentive Program Days; failure to do so will result in the Net Total Incentive Program Days being reduced to correspond to the actual illness leave accrual balance.

## ARTICLE 15

### PAY AND ALLOWANCES

#### 15.1. Salary and Benefits:

15.1.1 Effective July 1, 2008, the 2008-09 Service Employees International Union salary schedule shall be increased by 3% for those employees of record as of December 1, 2008. This increase shall be retroactive to July 1, 2008.

#### 15.2 Rates of Pay:

15.2.1 The Service Employees International Union 2008-09 Salary Schedule is attached hereto as Attachment I. Hourly rates are to be determined by multiplying the monthly rate by 12 and then dividing the annual rate by 2,088 (annual work day hours + holiday hours).

15.2.2 The regular rate of pay for purposes of computing overtime, vacation pay, paid leaves and the like shall include any split shift differential and/or longevity increment required to be paid under this Agreement.

#### 15.3 Frequency - Once Monthly:

15.3.1 All employees in the bargaining unit shall receive their regular pay once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

#### 15.4 Payroll Errors:

15.4.1 Any payroll error resulting in an incorrect payment shall be corrected as soon as practicable after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted from subsequent warrants in a reasonable manner so as to minimize hardship to the employee.

#### 15.5 Initial Placement on Salary Schedule:

15.5.1 All new employees shall be appointed at the hiring rate for the class, which shall be first step of the schedule, unless an accelerated hiring rate is established to aid recruitment. If an accelerated hiring rate is approved, all current employees in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

#### 15.6 Step Advancement:

15.6.1 Employees shall receive their first salary step advancement at the successful conclusion of their six (6) month probationary period, which date shall be deemed their anniversary date. For each subsequent full year of service, commencing with the first day of the pay period nearest to the anniversary date, they shall advance one step until they reach the maximum step on the schedule.

15.7 Placement After Leave of Absence:

15.7.1 Unless the leave of absence taken provides that the break in service will be disregarded, the employee upon return from a leave of absence will resume the step placement and advancement on the range as if the leave had not been taken, but leave time will not be counted for step-advancement purposes.

15.8 Promotional Increases:

15.8.1 Upon promotion to a higher paid classification, an employee shall be placed at a step in the new class range which will insure at least a one-step (approximately 5%) increase above the unit member's previous rate. Additional advancement will be at the beginning of the seventh month, regardless of step placement, and at one-year intervals thereafter until the maximum is achieved. For the purpose of this rule, appointment of an employee to a class with a salary range equal to or below his current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he is appointed.

15.9 Placement when Demoted:

15.9.1 An employee who accepts voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate earned in the higher class, provided that he/she shall not receive a salary increase thereby. He/she shall retain the anniversary date established in the higher class.

15.10 Mileage, Lodging and Meal Reimbursement:

15.10.1 Employees shall be afforded such mileage, lodging and meal reimbursements as they are provided under applicable Board Policies and Regulations, including any subsequent improvements in said rules.

15.11 Use Of Private Vehicles:

15.11.1 Employees will not be required to haul District food, supplies, or equipment in their personal vehicles, except under unusual or emergency circumstances.

15.12 Uniform and Safety Boot Allowance:

15.12.1 If the District requires uniforms and/or safety boots, each affected employee is responsible for purchasing, replacing as needed, maintaining in clean and neat condition and wearing at all times a District-designated uniform and/or District-prescribed safety boots.

15.12.2 Upon initial employment, each affected employee shall receive an allowance in the full amount(s) indicated below. The allowance shall be paid annually by October 1 for the previous fiscal year, but shall be reduced proportionately to reflect the initial partial first year and any time not worked during the previous fiscal year. Such "time not worked" refers to any period of time which results in the employee working less than 75% of the full regular annual assignment for the position, for any reason including absence, layoff, or time prior to employment. This payment is to be treated as an expense reimbursement and, thus, not part of taxable wages.

15.12.3

<u>Category</u>	<u>Annual Uniform Reimbursement</u> <u>2008-09</u>
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Uniforms:

Food Service Workers	\$123.30
Bus Drivers, Dispatcher Operations Service Worker	\$225.37
Painters	\$236.92
All Others (e.g., Food Service Driver, Custodian, Groundswoker, Maintenance Worker, Warehouse Worker, and Mechanic)	\$204.15

For subsequent years, the above amounts shall be increased in the same amount as the general across-the-board salary increase for the previous year.

Boots:

Safety Boots (e.g., Food Service Driver, Custodian, Groundswoker, Maintenance Worker, Warehouse Worker, Mechanic, and Operations Service Worker)	\$158.51
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Information regarding footwear specifications will be provided to each employee for their job class.

15.12.4 For work either in inclement weather or under conditions likely to cause extreme soiling or wear to uniforms, the District will make available a reasonable quantity of coveralls and rain gear (including boots) for the use of the mechanic and assistant mechanics, as well as members of the grounds and maintenance crews. The quantities and locations of such clothing will be determined by the District.

15.12.5 The District will make a reasonable effort to make available cloth aprons for those Food Service unit members required to do grilling and frying.

15.13 Transportation:

15.13.1 Bus Driver Certificates: The District agrees to reimburse each Bus Driver unit member for the fee associated with the renewal of the required bus driver certificate.

15.13.2 New Employee Hired Following District Training: Upon successful completion of the probationary period, bus drivers who were hired immediately after completion of the District's driver training program will be eligible for reimbursement of the following pre-employment training fees:

DMV testing and permit fee	Class registration fee
CHP testing and fingerprinting fees	First aid training fee
Physical examination	82.7 book

15.13.2.1 The request for reimbursement and receipts shall be submitted to the supervisor for approval. Total reimbursement will be for actual expenses incurred.

15.14 Working Out Of Classification:

15.14.1 When employees are assigned to work in higher range positions for more than five working days within a fifteen (15) day period, they shall be paid for the entire period they are required to work out of classification at Step A on the salary range of the absent employees, or on that step which will give them a one increment increase over their regular rate of pay, whichever is greater.

15.14.2 When an employee believes he or she is being required to work out of classification in violation of the preceding paragraph, the sole remedy will be appeal to the Personnel Commission. The Commission's then-current rule will govern. The present rule states as follows: "The employee shall report the fact in writing within ten (10) working days following the incident to the Director of Personnel, who shall immediately investigate and report to the Personnel Commission. After review, the Commission shall take such action as necessary based upon the facts. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority."

15.15 Comparison Districts:

15.15.1 Upon request, the District agrees to confer with the Union regarding the school districts and any other agencies to be used for overall wage comparisons.

15.16 Professional Growth Program:

15.16.1 **Guidelines:**

15.16.1.1 The Professional Growth Program is designed to encourage employees to upgrade their skills while at the same time achieving a measure of personal growth and to help cover costs of an activity for which the employee (not a District Supervisor) is the initiator or requisitioner.

15.16.1.2 The Professional Growth Fund covers costs for substitutes, registration, meals, lodging, mileage and tuition (except that costs for transcripts or educational credit for classes, courses, workshops, etc., are to be paid by the employee). Released time may also be provided at District option.

15.16.1.3 Eligible Professional Growth Activities include the following:

Conferences	Visitations
Workshops	Lectures/Demonstrations
Classes/Courses	Cross-Training

15.16.1.4 It is understood and agreed the District will underwrite the costs of such implementation during each school year of the contract up to the amount of \$5,000. The maximum amount allowed for approved Professional Growth Activities within the District is \$350 for any one full-time employee per year, and is prorated for

less than full-time on the basis of hours worked per day. Unused professional growth funds will be accumulated from year to year.

15.16.1.5 Eligibility is limited to those who have successfully completed their probationary period in the District and in a position covered by this Agreement.

**15.16.2 Application Procedure:**

15.16.2.1 The employee submits a request on the District-approved form to his/her immediate supervisor listing all pertinent data.

15.16.2.2 After the initial review, the immediate supervisor will indicate his/her recommendation on the request, and forward it to the Superintendent or designee for approval or disapproval.

15.16.2.3 Priority among approved activities is on a first-come, first-served basis. Failure to approve a request shall not be subject to the grievance procedures of Article 5.

15.16.3 The District shall offer a training program to teach interested unit employees CPR and First Aid emergency methods and also to make available interest-based problem-solving resources.

**15.17 Management Team Stipend:**

15.17.1 Employee volunteers selected by a school and approved by the school's principal to serve as a regular member of the school management team are to receive a stipend of \$300.00 per year to compensate for the additional responsibility. If management team meetings are conducted on the employee's working time, the employee shall be released without loss of regular straight-time pay. Also, if the management team meets during the employee's summer hiatus, the employee shall be compensated at the regular hourly rate for up to 18 hours as a supplement to the above stipend.

## ARTICLE 16

### SEPARABILITY AND SAVINGS

16.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## ARTICLE 17

### UNION SECURITY

17.1 Maintenance of Membership: All represented employees are subject to the following maintenance of membership obligations:

17.1.1 Those who are members of the Union as of the effective date of this Agreement or who thereafter choose to become members, must maintain the financial obligations of such membership status for the duration of this Agreement;

17.2 Agency Fee: All new employees shall, within the 30-day period following receipt of written notification of their obligations under this agreement, execute a payroll authorization for deduction of one of the following:

17.2.1 Regular Union dues; or

17.2.2 A service fee equal to full dues; or

17.2.3 The fair share dues that are chargeable to collective bargaining and representational activities of the Union; or

17.2.4 A payment (equal in amount to the service fee) to a non-labor, non-religious, tax-exempt charitable organization of the employee's own choice. This option is limited to employees whose bona fide religious tenets include objections to joining or financially supporting labor unions, as evidenced by a notarized letter from an official of the employee's religious organization.

If an employee fails to designate a payroll deduction authorization designating one of the above three options within the 30-day period, the District shall implement a mandatory payroll deduction in the amount of the service fee.

17.3 Amount of Fee: Agency fee obligations shall be collected by mandatory payroll deduction, in an amount determined by the Union in compliance with applicable law. An employee who is subject to the payment of a mandatory fee has certain legal rights to object to the Union's calculation of the size of the fee. An employee wishing to exercise such rights must contact the Union office.

17.4 Hold Harmless: The Union agrees to indemnify and hold the District harmless against any and all monetary liabilities, costs and expenses, including reasonable attorneys' fees and other costs of litigation, arising from the District's compliance or attempted compliance with this Article or with the Union's requests in furtherance of this Article. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed. Any underpayments or overpayments to the Union resulting from the District's failure to make required deductions shall be remedied by additional deductions from, or credits to, the affected employee.

17.5 Limitation: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that period.

## ARTICLE 18

### ENTIRE AGREEMENT

18.1 The District shall not be bound by any requirement which is not expressly and explicitly stated in this agreement. Specifically, but not exclusively the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this agreement.

18.2 The Union agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement the parties shall meet periodically, and upon request of either party, to discuss matters of mutual concern.

## ARTICLE 19

### TERM OF AGREEMENT

19.1 This Agreement shall commence July 1, 2008, and shall remain in effect through June 30, 2009. The Union and the District shall meet periodically, and upon the request of either party, to discuss matters of mutual concern. Initial interests for the successor Agreement may be identified on or after the first regularly scheduled Board of Education meeting in March, 2009, with negotiation meetings to commence thereafter upon prompt compliance with applicable PERB public notice provisions.

**SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**2008-09 SALARY SCHEDULE (= 2007-08 + 3.00%)**

Position	Range Number		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Time on step			6 mos.	1 yr.	1 yr.	1 yr.	6.5 yrs	5 yrs.	5 yrs.	5 yrs.	5 yrs.	Top Step
Crossing Guard	300	Hourly	10.20	10.71	11.25	11.81	12.40	12.71	13.03	13.35	13.69	14.03
		Monthly	1,775	1,864	1,958	2,055	2,158	2,212	2,267	2,323	2,382	2,441
Food Service Worker I Warehouse Assistant	307	Hourly	12.12	12.73	13.37	14.04	14.74	15.11	15.48	15.87	16.27	16.67
		Monthly	2,109	2,215	2,326	2,443	2,565	2,629	2,694	2,761	2,831	2,901
Food Service Worker II	309	Hourly	12.74	13.38	14.04	14.75	15.48	15.87	16.27	16.67	17.09	17.52
		Monthly	2,217	2,328	2,443	2,567	2,694	2,761	2,831	2,901	2,974	3,048
Food Service Delivery Driver	311	Hourly	13.38	14.05	14.76	15.49	16.27	16.67	17.09	17.52	17.96	18.41
		Monthly	2,328	2,445	2,568	2,695	2,831	2,901	2,974	3,048	3,125	3,203
Food Svc Whse Delivery Drvr	312	Hourly	13.72	14.40	15.12	15.88	16.67	17.09	17.52	17.96	18.41	18.87
		Monthly	2,387	2,506	2,631	2,763	2,901	2,974	3,048	3,125	3,203	3,283
Baker Cook	313	Hourly	14.06	14.76	15.50	16.28	17.09	17.52	17.96	18.41	18.87	19.34
		Monthly	2,446	2,568	2,697	2,833	2,974	3,048	3,125	3,203	3,283	3,365
Senior Food Service Worker	315	Hourly	14.77	15.51	16.29	17.10	17.96	18.41	18.87	19.34	19.82	20.32
		Monthly	2,570	2,699	2,834	2,975	3,125	3,203	3,283	3,365	3,449	3,536
Custodian I	316	Hourly	15.14	15.90	16.69	17.53	18.41	18.87	19.34	19.82	20.32	20.82
		Monthly	2,634	2,767	2,904	3,050	3,203	3,283	3,365	3,449	3,536	3,623
Custodian III Warehouse Delivery Driver	317	Hourly	15.52	16.30	17.11	17.97	18.87	19.34	19.82	20.32	20.82	21.34
		Monthly	2,700	2,836	2,977	3,127	3,283	3,365	3,449	3,536	3,623	3,713
Groundswoker Custodian II	318	Hourly	15.91	16.70	17.54	18.42	19.34	19.82	20.32	20.82	21.34	21.88
		Monthly	2,768	2,906	3,052	3,205	3,365	3,449	3,536	3,623	3,713	3,807
Bus Driver Bus Driver/Operatns Svc Wrkr Senior Custodian	319	Hourly	16.31	17.12	17.98	18.88	19.82	20.32	20.82	21.34	21.88	22.42
		Monthly	2,838	2,979	3,129	3,285	3,449	3,536	3,623	3,713	3,807	3,901
Custodial Crew Chief I	321	Hourly	17.13	17.99	18.89	19.83	20.82	21.34	21.88	22.42	22.99	23.56
		Monthly	2,981	3,130	3,287	3,450	3,623	3,713	3,807	3,901	4,000	4,099
Custodial Crew Chief II	322	Hourly	17.56	18.44	19.36	20.33	21.34	21.88	22.42	22.99	23.56	24.15
		Monthly	3,055	3,209	3,369	3,537	3,713	3,807	3,901	4,000	4,099	4,202
Delegated Behind-the-Wheel Bus Driver Trainer Grounds Equipment Operator	323	Hourly	18.00	18.90	19.84	20.84	21.88	22.42	22.99	23.56	24.15	24.75
		Monthly	3,132	3,289	3,452	3,626	3,807	3,901	4,000	4,099	4,202	4,307
Bus Driver Trainer	325	Hourly	18.91	19.86	20.85	21.89	22.99	23.56	24.15	24.75	25.37	26.01
		Monthly	3,290	3,456	3,628	3,809	4,000	4,099	4,202	4,307	4,414	4,526
Transportation Dispatcher Irrigation Systems Worker Senior Groundswoker	327	Hourly	19.87	20.86	21.90	23.00	24.15	24.75	25.37	26.01	26.66	27.32
		Monthly	3,457	3,630	3,811	4,002	4,202	4,307	4,414	4,526	4,639	4,754
Electrician I/HVAC Tech I/ Painter I Mechanic	329	Hourly	20.87	21.92	23.01	24.16	25.37	26.01	26.66	27.32	28.01	28.71
		Monthly	3,631	3,814	4,004	4,204	4,414	4,526	4,639	4,754	4,874	4,996
Carpenter/HVAC Tech II/ Electrician II/Locksmith Painter II / Plumber	333	Hourly	23.04	24.19	25.40	26.67	28.01	28.71	29.42	30.16	30.91	31.69
		Monthly	4,009	4,209	4,420	4,641	4,874	4,996	5,119	5,248	5,378	5,514
Lead Mechanic	334	Hourly	23.62	24.80	26.04	27.34	28.71	29.42	30.16	30.91	31.69	32.48
		Monthly	4,110	4,315	4,531	4,757	4,996	5,119	5,248	5,378	5,514	5,652

Note: Monthly rates shown are based on year-round, full-time (8 hours/day) employment. Others may have different monthly rates.

Effective July 1, 2008; Board approval January 13, 2009