

**Successor Negotiations – District Proposal  
Between  
Teamsters Classified Supervisors (TCS)  
and  
the Sacramento City Unified School District  
August 24, 2022**

**Term of Agreement**

The Agreement between the District and TCS shall be revised as follows:

This Agreement will conclude negotiations for the (2020-2021 and 2021-2022) school years with a reopener for the 2022-2023 school year. The Agreement shall become effective upon approval by TCS and the District, as evidence by the signature of the TCS and District designees and by ratification of the TCS unit members and the District Board of Education.

All components of all existing unexpired agreements, between TCS and the District not addressed by the terms of this CBA shall remain in full effect through that stated duration of the existing Agreement.

## **ARTICLE 5 UNION SECURITY**

The District proposes the following changes to this Article.

### **5.1 DUES AUTHORIZATION**

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

### **5.2 DUES DEDUCTION**

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

### **5.3 MAINTENANCE OF MEMBERSHIP**

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

### ~~5.4 AGENCY FEE~~

~~5.4.1 Effective the date this contract is executed, each new and rehired employee hired to this bargaining unit on or after December 15, 2017 with the District shall be required to either:~~

- ~~a. Be a member of the Union, or~~
- ~~b. Satisfy the agency fee financial obligation as set forth in 5.4.2 below~~
- ~~c. Qualify for religious exemption as set forth in 5.4.3 below~~

~~5.4.2 Unless the employee has:~~

- ~~a. Voluntarily submitted to the District an effective dues deduction request~~
- ~~b. Individually made direct financial arrangements satisfactory to the Union as evidence by notice of same by the Union to the District~~
- ~~c. Qualified for religious exemption as set forth in Section 5.4.3 below within ten (10) working days following the first day of assigned work, the District shall process a mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Union subject to applicable law.~~

- 5.4.3 ~~Any employee who is a member of a religious body whose traditional tenants or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.~~
- 5.4.4 ~~Individuals selecting either direct financial arrangements with the Union or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payments shall be made by September 30 of each year.~~
- 5.4.5 ~~Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body whose traditional tenants, teaching or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of 5.3.2 above. Proof of payment shall be in the form of receipts, canceled checks or payroll records indicating the amount paid, date of payment and to whom payments of the in-lieu-of-service fee has been paid.~~
- 5.4.6 ~~The Union will notify the District of employees who qualify for religious exemption.~~

#### 5.5 ~~AGENCY FEES~~

~~During the term of this agreement, the Union may request than an agency fee election be conducted of the bargaining unit members to determine if those members hired prior to December 15, 2017, and who do not belong to the Union be required to meet the requirements of Sections 5.2 and 5.4 above. The Union shall provide the District and unit members at least 30 days' notice of intent to call an election. Such an election shall be conducted by PERB or other mutually acceptable agency and the District shall bear no costs in such election.~~

~~Only one such election shall be conducted during the term of this agreement, should the result of the election be to reject agency fees the remaining provisions of this article shall remain in effect.~~

#### 5.6 **DUES DEDUCTION**

Dues deduction shall become effective in the month following the month in which the employee is employed as part of this bargaining unit submits their membership card to the District and the Union.

- 5.6.1 ~~With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, t~~The District agrees promptly to remit such monies dues to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to

membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

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

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

5.7 **HOLD HARMLESS AND INDEMNITY**

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

## **ARTICLE 6 COMPENSATION**

The District proposes the following changes to this Article.

### **6 SALARIES**

6.1 **4% Ongoing Salary Increase for 2021-22 school year:** The TCS salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid to employees employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2021-2022 school year. The retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.

**\$3,500 One-time Stipend for 2020-2021:** Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

**\$3,500 One-time Stipend for 2021-2022:** Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

#### **Class and Compensation Study**

The District commits to conducting a comprehensive classification and compensation study for all classifications in the TCS unit, working jointly with the TCS in the following manner:

- Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.
- The joint work group shall consist of members from TCS, administrators and human resources staff.
- The class and compensation study will be completed and released to the Union no later than six (6) months prior to the expiration of the contract.

The joint work group shall work out the specific implementation terms of the class/comp study, including but not limited to:

- Identify and mutually agree to the jurisdiction of comparable size to be studied;
- Identifying comparable positions for purposes of conducting a salary survey;
- Identifying benchmark positions.

6.1 ~~For the 2019-2020 school year, the Teamsters Classified Supervisors (TCS) salary schedule(s) will increase by 2.0% effective July 1, 2019.~~

- 6.1.2 a. ~~For the 2014-2015 school year, the TCS salary schedule(s) will increase by two percent (2%) effective July 1, 2014.~~
- b. ~~For the 2015-2016 school year, the TCS salary schedule(s) will increase by one percent (1%).~~
- e. ~~For the 2015-2016 school year, the TCS salary schedules will increase by an additional two and one half percent (2.5%) effective July 1, 2015. Should another bargaining unit receive an unconditional increase to the salary schedule greater than two and one half percent (2.5%), then the TCS salary schedules will be increased by that same unconditional amount.~~
- d. ~~Effective January 1, 2016, TCS salary schedules will increase by an additional 2.5 percent. This additional increase is the result of a conditional agreement to include a decrease in the number of emergency days currently available to unit members from three (3) days to one (1) day and increase in the number of vacation days to be cashed out from ten (10) days to twelve (12) days in order to help address the unfunded liability.~~

## 6.2 SALARY SCHEDULE EXHIBITS

Salary schedules for the Operations Support Supervisors Unit and the procedures for placement and movement on the schedules shall be added as Appendix "A" and become a part of this Contract.

## 6.3 LONGEVITY PAY

Employees shall receive longevity pay based on the following years of continuous services:

6.3.1 Employees shall receive longevity pay based on the following continuous years of service:

- a. ~~Effective July 1, 2022~~14, an annual stipend of ~~\$1030~~ 792.00 shall be provided after completion of 10, 16, 19, 22, and 25 years of credited services.

~~Effective July 1, 1999, after completion of 10 years of services, \$52.33 per month or \$628.00 per year. After completion of 16 years of service, \$52.33 per month or \$628.00 per year. After completion of 19 years of services, \$52.33 per month or \$628.00 per year. After completion of 22 years of service, \$52.33 per month or 628.00 per year, \$52.33 per year month or \$628.00 per year. After completion of 25 years of services, \$52.33 per month or \$628.00 per year.~~

## ARTICLE 7 FRINGE BENEFITS

The District proposes the following changes to this Article.

### 7.1 MEDICAL COVERAGE

7.1.1 Eligible employees may choose to enroll in one (1) of the medical programs offered by the District ~~CalPERS effective March 1, 2000~~. Union and the District agree to be bound by the rules and regulations governed by the District governing the CalPERS program, notwithstanding anything in this Contract between the parties to the contrary.

- 7.1.1 a. The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.
- b. ~~Effective immediately, after ratification and Board approval, Effective January 1, 2023, the District's contribution toward the cost of unit members' health benefits shall be increased from 75% to 100% of the cost of the Kaiser Active Rate (single, two party or family) HMO Employee-Only Plan. In addition, the District will contribute 100% of the Employee + 1 of the Kaiser HMO Plan dollar amount towards any plan chosen. Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.~~
- e. ~~Effective the date of this executed tentative agreement, the District's contribution toward the cost of unit members' Vision and Dental shall be 100% of the plan selected by the District, at the Employee-Only rate.~~

#### 7.1.1.1 For Active Employees

Effective 2018-2019 school year and thereafter, after ratification and Board approval of the tentative agreement, all Teamsters Classified Supervisors (TCS) unit members will contribute one third of one percent (.03% 1/3) of base salary to retirement benefits.

~~Total Compensation — Effective July 1, 2002, there will be an increase to the flex stipend per the formula used to calculate the "fair share" of funds for the bargaining unit per the agreed upon formula for 2002-2003. All bargaining unit employees who qualify for a flex benefit stipend shall have their flex benefit stipend increased to \$8554 effective July 1, 2002.~~

#### 7.1.1.2 For Retired Employees

All current and prospective eligible retirees shall also become members of CalPERS for the provision of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with Section 7.9. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover costs of eligible benefits less than \$16.

#### 7.1.1.3 Open Enrollment/"Switching"

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

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

### 7.2 **EMPLOYEE ASSISTANCE PROGRAM**

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

### 7.3 **RETIREES' BENEFITS**

7.3.1 Employees with more than ten (10) years of consecutive District service as of November 15, 1996 are entitled to the retiree benefits under this Section 7.3.1, provided such employee has reached fifty (50) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. ~~For retirees meeting the qualifications of this Section 7.3.1, the District shall contribute \$16 to CalPERS for health benefits and provide to the retiree an amount equal to the Kaiser Active Ssingle Rate benefit level minus \$16 up to age sixty-five (65). At age sixty-five (65), the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the higher of the Kaiser or HealthNet single Medicare Rate Risk program minus \$16.~~

7.3.2 Employees hired on or after November 15, 1996, shall be entitled to the retiree benefits of this Section 7.3.2~~3~~, provided such employee has reached age sixty (60) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. For retirees meeting the qualifications of this Section 7.3.2~~3~~, the District shall ~~contribute \$16 to CalPERS for health benefits,~~



and provide to the retiree an amount equal to the Kaiser ~~A~~active ~~S~~single Rate benefit level minus \$16 up to age sixty-five (65). At age sixty-five (65), the District shall provide to the retiree an amount equal to the Kaiser Medicare Single Rate.

Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of employee who resigns and is reemployed within one year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District. Retirees, who elect to take the benefit provided in this Section 7.3, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of either the health and accident plan and/or the dental and life plans or the vision care plan. It will be the retiree's responsibility to make application for enrollment for the benefits described in this Section 7.3. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in this Section 7.3.

~~7.3.4 During the 2013-2014 school year, the District initiated a bidding process for the purpose of providing all eligible employee with affordable, appropriate value, health care coverage. The District agrees to hold TCS members harmless, ensuring that their co-pays and/or other out of pocket expenses, related to any changes in health care providers, will not increase until on or after December 31, 2015. The District and TCS shall reopen negotiations regarding health insurance coverage in sufficient time to ensure an orderly open enrollment process for the 2016 calendar year.~~

#### 7.4 DENTAL CARE

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

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

Eligible Employees - 100%  
Eligible dependents - 100%

These changes will take in effect during open enrollment and effective January 1, 2023.

#### 7.5 LIFE INSURANCE

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

#### 7.6 VISION CARE

7.6.1 The District agrees to offer vision care service, with a deductible of \$10 (ten) for eligible employees and eligible dependents.

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

These changes will take in effect during open enrollment and effective January 1, 2023.

## **ARTICLE 9 ASSIGNMENTS**

The District proposes the following changes to this Article.

### **9.1 WORK ASSIGNMENTS**

#### **9.1.1 Class Specifications**

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) copies of his/her class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

### **9.2 REASSIGNMENTS – ON-THE-JOB INJURY**

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in accordance with the District's modified work/light duty program.

### **9.3 SENIORITY LISTS**

A seniority list for employees in each job classification shall be established designating date of hire in the District and including date of hire in present classification. This seniority list shall be made available to the Union upon written request.

### **9.45 MILEAGE PAY**

#### **9.45.1 Vehicle Use**

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

### **9.56 UNIFORMS**

9.56.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.56.2 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather.

### **9.67 TOOLS**

9.67.1 The District will provide to all building trades, maintenance and transportation shop bargaining unit members all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

9.67.2 The District and the Union agree to meet and consult on lists of tools which the employer is required to provide on the job.

9.67.3 The District will provide transportation shop personnel, trade maintenance workers and designated staff with an annual allowance of \$120 up to \$200 (two hundred dollars) for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.

Effective for the 2022-2023 school year, the District will provide slip resistant shoes for staff assigned to work in school site kitchens, District Warehouse operations and other staff as designated by Nutrition Services with up to \$150 (one hundred fifty dollars), for the purpose of acquiring the appropriate slip resistant safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description. Purchasing accounts will be set up. Affected staff will wear the appropriate slip resistant safety footwear while performing their duties.

## 9.78 **PHYSICAL EXAMS**

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

## 9.89 **WORK SCHEDULES**

9.89.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

### 9.89.2 **Changes in Work Schedules**

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

9.89.3 **Temporary Changes in Work Schedules for Part-Time Employees** An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.89.4 For the 2014-2015 school year and thereafter, the required days of service shall increase by two (2) service days. This increase in service days shall reflect the restoration of two (2) furlough days, to be included on the 2014-2015, 2015-2016 and 2016-2017 calendar.

- a. Ten (10) month employees shall be designated to return from summer break seven (7) days before the first day of instruction and work two (2) days after instruction.
- b. Twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for prior approval of appropriate time off.

9.910 **REST PERIODS**

9.910.1 All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.910.2 Appropriate time for rest periods shall be arranged by the employee's supervisor.

9.101 **LUNCH PERIOD**

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during his/her lunch period, such employee will be paid for the lunch period at his/her regular rate of pay.

9.112 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

**ARTICLE 10 HOLIDAYS**

The District proposes the following changes to this Article.

**10.1 HOLIDAYS**

**10.1.1 Eligibility--Designated**

All probationary and permanent employees shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the winter recess shall be paid for December 25 and January 1, provided they were in a paid status during any portion of the working day immediately preceding or succeeding the winter recess.

**10.1.2 Eligibility--Board-Granted Holidays**

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

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

**10.2 HOLIDAY PAY**

**10.2.1 Holiday Pay--Full Time**

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

**10.2.2 Holiday Pay--Part Time**

All eligible probationary and permanent employees shall receive holiday pay at the prorated rate which he/she usually receives for his/her part-time working day.

**10.2.3 Holidays Designated**

- January 1 .....New Year's Day
- January .....Martin Luther King Jr. (or as designated by the District)
- February 12 (always the 2<sup>nd</sup> Monday in February).....Lincoln's Day
- Third Monday in February ..... Washington's Day
- Last Monday in May .....Memorial Day

July 4 .....Independence Day  
 First Monday in September .....Labor Day  
 November 11 or as designated by the District when it falls on a  
 weekend.....Veteran's Day  
 Fourth Thursday in November .....Thanksgiving Day  
 December 25..... Christmas

10.2.4 Holidays--Board Granted

- a. Day after Thanksgiving Day;
- b. Winter vacation;
- c. Two (2) days during spring vacation; and
- d. Wednesday before Thanksgiving Day for all bargaining unit members.

Those employees who work 10-months will not work the first Monday after school is closed in exchange for the Wednesday before Thanksgiving Day. Implementation will be the 2006-07 school year

10.2.5 Holidays—Observance

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

10.3 **CALENDAR COMMITTEE**

10.3.1 Effective the 2014-2015 school year, a Calendar Committee shall be established. The committee shall be made up of appointees from TCS and the District. The primary purpose of this committee shall be to explore the possibility of adjusting the start and end dates of the school year beginning with the 2015-2016, 2016-2017, and 2017-2018 school years. The committee will review the District's academic calendar, as well as the laws and regulations governing instructional minutes, and make recommendations to the District and TCS for changes, if needed.

10.3.2 The District agrees to develop a proposed or tentative calendar for the following school year (or multiple school years) and submit this proposed or tentative calendar to the District wide calendar committee by March 1.

10.3.3.1 The District wide calendar committee shall meet at a mutually agreeable time and place to discuss the District's proposed calendar. If consensus is not achieved on any particular aspect or item of the District's proposed calendar, the status quo from the prior year will be implemented on that particular item.

**ARTICLE 11 VACATIONS**

The District proposes the following changes to this Article.

**11.1 VACATION ALLOWANCE**

11.1.1 Probationary and permanent employees shall be entitled to vacation allowance based on 173.33 hours/month on the following basis:

Years of Service	Vacation Rate Per Hour  Except Overtime	Approximate Number of Vacation Days Per Year For a Full-Time Employee			
		12 Mo.	11 Mo.	10 Mo.	9 Mo.
1 - 14	.0096	20	18	16	15
15 or more	.0105	22	20	18	16

11.1.2 Vacation allowance for part-time employees shall be computed at the appropriate vacation rate for all hours worked excluding overtime.

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

**11.2 PAY FOR EARNED VACATION**

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

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

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

**11.3 COMPUTATION OF VACATION TIME**

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

11.3.2 Employees assigned to a work year of less than twelve (12) working months shall be credited with a full year of service for each school year completed for computation of increased vacation benefits (i.e., moving from 1-14 years to 15+ years of service).



11.3.3 In determining increased vacation benefits, prior service of an employee who resigns and is re-employed within six (6) months shall be counted.

11.3.4 Approvals or disapprovals of vacation requests from twelve (12) month employees shall take into account work schedules, work loads, and the desires of the employee.

#### 11.4 VACATION SCHEDULING

11.4.1 Vacations must be approved in advance by the employee's supervisor. If the vacation requests of two (2) or more employees in the same classification conflict, the decision will be made by the supervisor who will consider the needs of the District and the preference of employees. All other things being equal, the employee with greater District seniority will be given preference.

11.4.2 Approved requests for vacation may not be arbitrarily rescinded. If the request for vacation is denied by the supervisor, the employee may appeal the denial to the next management level whose decision shall be final.

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

11.4.4 Earned vacation is to be taken within twelve (12) months following earning except that a maximum of five (5) days may be accumulated and carried over to the next fiscal year. After the completion of five (5) years of District service, twelve (12) days may be accumulated.

All earned vacation hours accrued beyond the five (5) days shall be cashed out by July 30<sup>th</sup> September 1<sup>st</sup> of each year.

~~The current accumulated vacation in excess of five (5) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018.~~

11.4.5 Vacation time cannot be used by employees in less than one hour increments.

11.4.6 Employees employed for less than twelve (12) months shall be paid for their vacation in lieu of being permitted to take vacation during the school year.

11.4.7 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling vacation. If a twelve month employee is prohibited from utilizing his/her vacation during the school year (July 1 to June 30), any vacation days over and above the maximum accrual shall be paid to the employee after the end of the school year in which it was accrued and not taken.

**11.5 HOLIDAY WHILE ON VACATION**

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

**11.6 ILLNESS WHILE ON VACATION**

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

**11.7 TRANSFER OF VACATION CREDIT**

A permanent classified employee may transfer accumulated vacation credits to another District employee consistent with the terms of this Agreement. Any intended transfer of vacation credit must first be noticed to the Payroll Office.

## **ARTICLE 14 PERFORMANCE EVALUATIONS**

The District proposes the following changes to this Article.

### **14.3 EVALUATION SCHEDULE**

#### **14.3.1 Probationary Period and Evaluations**

The probationary period of all employees shall be for ~~nine (9)~~ six (6) months from date of hire as a probationary employee. If a long term substitute or temporary employee or a short-term employee whose service is performed at the same school or site with the same immediate supervisor is appointed as a probationary employee to the same position, or to another position in the same class, which he/she held as a substitute or temporary or short-term employee, the time served in the long-term substitute or temporary or short-term status shall be counted in computing the completion date of the probationary period, provided there is no break in the service of such employee.

14.3.1.1 Within ~~thirty (30)~~ twenty (20) calendar days of service in a regular position, each classified employee shall meet with the administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of ~~ninety (90)~~ forty (40) calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than ~~sixty (60)~~ thirty (30) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.

14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation thirty (30) calendar days prior to receiving his/her final probationary evaluation.

14.3.1.3 At any time prior to the expiration of the probationary period, the Superintendent or his/her designee may, at his/her discretion, with or without cause, release a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing nor to any of the procedures of Article 19.

#### **14.3.2 Permanent Employees**

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

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

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

14.3.2.3 Even or uneven years refer to the year in which school year ends (e.g., 1983-84 is an even year).

14.3.2.4 Each permanent employee shall be given a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or the unit administrator or designee may wish to include in the evaluation. This conference also may be used to indicate any needed areas of improvement.

## **ARTICLE 17 PROFESSIONAL GROWTH PROGRAM**

The District proposes the following changes to this Article.

### **17.1 PURPOSE**

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

### **17.2 ELIGIBILITY**

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

### **17.3 METHODS OF CREDIT**

17.3.1 College, University and District-Sponsored Courses or Workshops In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for coursework taken from any of the following:

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

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

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

17.3.2 Conferences or Training Programs

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

Adult Education Programs.

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

Special training programs/conventions/workshops.

Private firms.

Private schools (business).

Trade union programs.

Recognized community resource groups.

Other governmental organizations.

17.3.2.2 Credit shall be given for these activities, which may be combined, on the following basis:

<b>Total Hours of Attendance or Effort</b>	<b>Semester Unit Equivalents</b>
<b>15</b>	<b>½</b>
<b>30</b>	<b>1</b>
<b>45</b>	<b>1-1/2</b>
<b>60</b>	<b>2</b>

17.3.2.3 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Human Resource Services Office.

17.3.4 **District Sponsored Training Programs (Enhanced Professional Growth)**  
Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program.

17.3.5 **Travel**

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

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

#### 17.4 **APPROVAL PROCEDURES**

17.4.1 All requests for prior approval of professional growth credits for proposed courses, programs, travel or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the director, Human Resource Services.

17.4.2 Approval by the director, Human Resource Services, prior to beginning any professional growth activities is required except for those activities listed in Section 3.1; however, it is advised since it provides protection to the employee against taking a course and later finding that it is not acceptable for salary credit.

17.4.3 **Plans for Professional Growth**

Plans for professional growth which include more than one (1) course may be submitted to the Human Resource Director for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 **RESTRICTIONS**

17.5.1 Job-Related Courses

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

17.5.2 General Education Courses

At least fifty percent (50%) of the professional growth credits may be "general education" units which shall be certified as appropriate by the Classified Personnel Director. Courses which are a vocational, hobby type or are taken for personal pleasure or amusement are not certifiable.

17.5.3 No On-Duty Credit

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

17.5.4 Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit.

17.6 **SALARY ALLOWABLE**

17.6.1 Effective July 1, 1998 the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 - 6.5 units	\$5.00
7 - 13.5 units	\$6.00
14 - 20.5 units	\$7.00
21 - 47 units	\$8.00
48 - 55 units	\$9.00

17.6.2 All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro-rata basis.

17.6.3 No salary credit shall be granted until the employee has served ~~three (3) full consecutive years~~ 18 consecutive months in the District, although units may be earned immediately after employment. In determining the total service, prior

service of an employee who resigns and is reemployed within six (6) months shall be counted as consecutive.

17.6.4 After ~~three (3) years~~ 18 consecutive months served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to nine (9) units.

17.6.5 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.

17.6.6 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Human Resource Services Department. Twice annually, on September 1 and April 1, the Human Resource Services Department will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

17.6.7 No less than one-half (½) unit of credit may be submitted at any one time.

#### 17.7 **APPEAL PROCEDURES**

17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the director, Human Resource Services, may appeal such decisions to the Professional Growth Program Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant. The decisions of the appeal committee shall not be subject to the grievance procedure.

17.7.2 The Superintendent or designee shall review upon appeal by the employee the written record of the appeal committee. The superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.



## **ARTICLE 20 LAYOFF**

The District's position is to maintain Current Contract Language for this Article.

### **20.1 LAYOFF DEFINED**

A layoff is an involuntary separation from service or an involuntary reduction in an employee's hours or work year as defined herein based upon a lack of work or lack of funds. A layoff also includes any reduction in hours or work year or assignment to a classification lower than that which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Temporary and substitute employees may be separate at the completion of their assignment without regard to the procedures in this Article.

### **20.2 PROBATIONARY WORK YEAR DEFINED**

For purposes of this Article 20 (Layoff) only, all members of the bargaining unit shall be assigned to a work year, as defined herein, depending upon the number of days per school year they work. An employee working from 179 to 181 days shall be assigned a nine (9) month work year. An employee working from 182 to 208 days shall be assigned a ten (10) month work year. An employee working from 209 to 236 days shall be assigned an eleven (11) month work year. An employee working more than 237 days shall be assigned a twelve (12) month work year.

### **20.3 LAYOFF SENIORITY**

For purposes of Article 20 (Layoff), seniority is established by the employee's date of hire as a regular probationary or permanent employee of the District in the classification, work year and work hours (this calculation does not include any substitute or temporary time served by the unit member unless this time was used to compute the completion of the employee's probationary work year under Section 14.3.1) plus any service in higher classes (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty-nine (39) months or reemployment as a probationary employee within the same class within one year of resignation, a break in employment and subsequent reemployment shall create a new hire date. If two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If date of hire in the District does not break the tie, then the tie shall be broken by random drawing.

#### **20.3.1 Service Credit for Certain Unpaid Leaves**

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

20.3.2 **No Service Credit for Other Unpaid Leaves**

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

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

20.4 **ORDER OF LAYOFF**

The employee who has been employed the shortest time in the classification, hours, and work year to be eliminated or for which the hours will be reduced shall be laid off first.

20.5 **DISTRICT AND UNION RIGHTS**

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

20.6 **LAYOFF PROCEDURE**

Positions to be eliminated or for which hours will be reduced shall be identified by the District by classification, hours, and work year (as defined in Section 20.2).

20.6.1 First Step – Administrative Transfer

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

20.6.2 Second Step – Layoff

If there are no vacancies in the classification, hours, and work year of the position to be eliminated or for which the hours will be reduced the District shall engage in layoff.

20.6.3 Third Step – Bumping Rights Within a Classification

An employee whose position is being eliminated or for which the hours will be reduced may displace the employee within his/her classification, hours, and work year who has the least seniority.

20.6.4 Fourth Step – Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy in that classification, hours, and work year, if any. If there are no vacancies in the classification, hours, and work year the employee shall have the right to displace the incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1 **Bumping Rights**

An employee who has been displaced by bumping shall have the same bumping rights as if his/her position had been eliminated. Employees in position for which the District is reducing the assigned time shall have bumping rights as if the position was being eliminated. An employee shall not bump into a higher classification (i.e., one that has a higher salary range, more hours, or a longer work year). If an employee waives bumping rights, he/she shall be placed on a thirty-nine (39) month reemployment list.

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1 For layoff purposes only, assignments with fractional hours shall be rounded up or down as follows: 0 - 1.99 = 1; 2 - 2.99 = 2; 3 - 3.99 = 3; 4 - 4.99 = 4; 5 - 5.99 = 5; 6 - 6.99 = 6; 7 - 7.99 = 7; and 8 = 8.

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff forty-five (45) days before the effective date. They shall be informed of their reemployment rights and bumping rights, if any. Per EERA, only the effects of the layoff shall be subject to negotiations.

20.7 **VOLUNTARY DEMOTIONS/REDUCTIONS**

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

20.8 **REEMPLOYMENT RIGHTS**

20.8.1 Classified employees laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed

in preference of new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the District during the thirty-nine (39) month period.

- 20.8.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned shall be hired into positions within their class with greater hours, up to the hours of their position before taking a voluntary reduction in assigned time, in preference of new applicants.
- 20.8.3 Upon rejecting two (2) offers of reemployment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. If an employee on the thirty-nine (39) month reemployment list is hired by the District to a different classification than that which the employee was laid off from, he/she shall remain on the thirty-nine (39) month reemployment list.
- 20.8.4 To be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed thirty-nine (39) calendar months.
- 20.8.5 Notification
- When a vacancy occurs, the most senior employee on the thirty-nine (39) month reemployment list for that classification, hours, and work year will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than ten (10) calendar days following receipt of the notification. If the employee accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.
- 20.8.6 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the probationary period will be counted in accordance with Section 14.3.1. A laid off employee, when reemployed, will be placed on a salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there.

**ARTICLE 24 DURATION**

The District proposes the following changes to this Article.

**24.1 EFFECT**

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

**24.2 DURATION**

This Agreement shall be effective upon ratification by the parties and shall begin July 1, ~~2020~~17 and will remain in effect until June 30, 2023~~0~~.

**24.3 REOPENING**

~~Three (3) year agreement, with openers on 2<sup>nd</sup> and 3<sup>rd</sup> year of contract for wages, benefits and up to 2 additional articles.~~

The parties will agree to resume negotiations on reopeners on or before December 1, 2022, with the shared goal of reaching agreement as soon as possible prior to the start of the 2023-2024 school year. The parties will meet not less than twice a month to make progress toward this goal. It is understood that the parties reserve the right to maintain their respective bargaining positions on all issues when negotiations resume for a successor contract. The District and TCS agree that Article 6 Compensation, will be reopened for the 2022-2023 contract term, plus one additional article selected by the District and one additional article selected by TCS.

**24.4 SIGNING OF AGREEMENT**

*[Signatures on Following Page]*

