

Classified Supervisors Association

**Collective Bargaining Agreement
Between**



**Sacramento City Unified
School District**

and

**Classified Supervisors Association
(CSA)**

**Effective:
July 1, 2002 through June 30, 2011**

ARTICLE 1 – ASSOCIATION CERTIFICATION AND RECOGNITION

1.1 ASSOCIATION CERTIFICATION

1.1.1 The California Public Employment Relations Board has certified the Classified Supervisors Association, as the sole and exclusive bargaining representative for the supervisorial classified non-management employees in the following bargaining unit:

1.1.2 The Operational Support Supervisors Unit

The Operational Support Services Unit includes the following job classes:

- 1.1.2.1 Assistant Operations Supervisor
- 1.1.2.2 Cafeteria Manager I, II, III
- 1.1.2.3 Foreman, Asbestos Repair
- 1.1.2.4 Foreman, Carpenter
- 1.1.2.5 Foreman, Electrician
- 1.1.2.6 Foreman, Electronics Technician
- 1.1.2.7 Foreman, Glazier
- 1.1.2.8 Foreman, Laborer/Gardener
- 1.1.2.9 Foreman, Painter
- 1.1.2.10 Foreman, Plumber
- 1.1.2.11 Foreman, Roofer
- 1.1.2.12 Manager I, Catering
- 1.1.2.13 Supervisor, Warehouse
- 1.1.2.14 Transportation Fleet Supervisor
- 1.1.2.15 Transportation Operations Supervisor
- 1.1.2.16 Transportation Training/Safety Supervisor

1.2 ASSOCIATION RECOGNITION

Therefore, the District recognizes the Classified Supervisors Association, as the sole and exclusive bargaining representative for the bargaining unit listed in Section 1.1.2 above.

1.3 EXCLUSIONS

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

1.3.1.1 All management, non-supervisorial, confidential, and all other

classified supervisorial employees.

1.4 NEGOTIATIONS ONLY WITH ASSOCIATION

The District agrees not to meet and negotiate with any classified supervisorial employee organization other than the Classified Supervisors Association, for the duration of this Agreement. Furthermore, the District agrees not to negotiate with any classified supervisorial employee individually during the duration of the Agreement on matters within the scope of negotiations as specified in the Educational Employment Relations Act (Government Code §§3540 et seq.).

1.5 BOARD RECOGNITION

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

1.6 ASSOCIATION REPRESENTATION OF BARGAINING UNIT EMPLOYEES

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

1.7 NEW JOB CLASSIFICATIONS

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

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

1.8**REORGANIZATION OF UNIT WORK**

The District agrees to notify the Association regarding any proposed reorganization of bargaining unit work. The District further agrees to meet and negotiate in a timely manner those aspects of the reorganization that falls within the scope of bargaining.

ARTICLE 2--DEFINITION OF TERMS

- 2.1 "The Rodda Act" or "The Act" or SB 160 means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- 2.2 "Regular Employee" means an employee who has probationary or permanent status.
- 2.3 "Probationary Employee" means an employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
- 2.4 "Permanent Employee" means an employee who has completed a probationary period in a regular position in the classified service, and who is employed for an unlimited period of time, subject to District policies.
- 2.5 "Long-Term Temporary Employee" means any person who is employed to perform a service for the District for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, Board-granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time.
- 2.6 "Short-Term Temporary Employee" means any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- 2.7 "Short-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of less than six (6) months.
- 2.8 "Long-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, Board-granted holidays, and earned vacation.
- 2.9 "Limited-Term Assignment (LTA)" means a permanent employee

who accepts a position of limited duration or replaces another employee on leave of absence. If the LTA is for six (6) months or more the employee shall be transferred to unassigned status with no right to return to their previous assignment and shall be placed in accordance with the Layoff Procedures of Article 20. If the LTA is for less than six (6) months, upon expiration of the LTA, the employee shall be entitled to return to the site or administrative unit, classification, and hours to which they were employed immediately prior to the LTA.

- 2.10 "A Full-Time Employee" means a member of the unit who is assigned to work eight (8) hours per day.
- 2.11 "A Part-Time Employee" means a member of the unit who is assigned to work less than eight (8) hours per day.
- 2.12 "Exclusive Representative" means the Classified Supervisors Association.
- 2.13 "Association" or "CSA" means the Classified Supervisors Association.
- 2.14 "District" means the Sacramento City Unified School District.
- 2.15 "Board" means the Governing Board of the Sacramento City Unified School District.
- 2.16 "Superintendent" means the Superintendent of the Sacramento City Unified School District.
- 2.17 "Unit Administrator" means the principal or administrator of one (1) or more schools or departments with total responsibility to manage all affairs of the school(s) or department(s) including general control and supervision of all certificated and classified employees assigned to serve in the school(s) or department(s).
- 2.18 "School Year" means the yearly period from July 1 to June 30.
- 2.19 "District Seniority" means the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or permanent position, including all time in paid status (vacation, holidays, sick leave, etc.), authorized unpaid leaves of less than thirty (30) days, and time spent on unpaid leaves for Association business. (See Section 1.2 of the Rules and Regulations of Salary Schedule).

2.20

Other definitions applicable to a specific article are included in the appropriate article.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 PRINTING AGREEMENT

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

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

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

3.2 ASSOCIATION STEWARDS

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

3.2.1.1 To advise employees concerning the grievance procedure.

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

3.3 STEWARD PRESENCE

3.3.1 The Association steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

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

3.4 NUMBER OF STEWARDS

3.4.1 The Association shall select four (4) shop stewards from the Operational Support Supervisors Unit as follows:

- One (1) for Facilities Maintenance and Operations services (formerly referred to as Buildings and Grounds and Operations);
- One (1) from Transportation and Warehouse; and
- Two (2) from Nutrition Services.

3.4.2 Any additional stewards will be mutually agreed to by the

Association and the District during the life of this Agreement.

3.4.3 Lists of Stewards and Posting

The Association shall annually submit to the District a list containing the names of Association stewards. Such lists will be kept current. The Association will post the names of the shop stewards at the administrative sites.

3.5 ASSOCIATION STAFF ACCESS

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

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

3.5.1.2 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the appropriate unit administrator.

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

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

3.5.1.5 The Association shall be allowed reasonable use of intra-District mail service. The Association agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.

3.6 RELEASED TIME FOR EMPLOYEES

3.6.1 The Association shall be allowed released time for up to five (5) bargaining unit employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. When such employees attend negotiating sessions with the District

and miss regularly scheduled working hours, the employee shall suffer no loss of pay.

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

3.7 ASSOCIATION REQUESTS FOR INFORMATION

The District agrees to provide to the Association, upon request, a complete list of the names, job titles, work sites, work phone numbers, and mailing addresses of all bargaining unit employees. The names of new employees shall be provided to the Association within thirty (30) calendar days.

3.8 NONDISCRIMINATION

- 3.8.1 No unit member shall unlawfully be discriminated against by the District or the Association because of race, creed, color, nation origin, sex, age, marital status, sexual orientation, physical handicap, Association activity, or the lack thereof.
- 3.8.2 Neither the Association nor any other agent, representative, or member shall intimidate or coerce any employee, supervisor, or member of management.
- 3.8.3 The District agrees that there shall be no reprisal of any employee because of Association activity or the lack thereof.
- 3.8.4 No bargaining unit member shall be subject to sexual harassment as defined in District policy.
- 3.8.5 Management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 ASSOCIATION MANAGEMENT COMMITTEE

Upon mutual agreement, the parties may agree to meet on a monthly or quarterly basis for the purpose of resolving items of

mutual concerns which affect bargaining unit members.

3.10 ASSOCIATION/MANAGEMENT COMMITTEES

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

ARTICLE 4 - DISTRICT RIGHTS

4.1 DISTRICT POWERS AND RIGHTS

- 4.1.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
- 4.1.2 To determine and administer policy.
- 4.1.3 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.
- 4.1.4 To delegate to the Superintendent and other legally appointed officers the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs.

4.2 LIMITATIONS OF DISTRICT RIGHTS

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

ARTICLE 5 - ASSOCIATION SECURITY

5.1 DUES AUTHORIZATION

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

5.3 MAINTENANCE OF MEMBERSHIP

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

5.4 AGENCY FEE ELECTION

During the term of this Agreement, the Association may request, based upon certification of majority membership status in the bargaining unit as defined in Article 1 of this Agreement, that an agency fee election be conducted of those bargaining unit members. Such election shall:

- (a) be conducted by the Public Employment Relations Board (PERB) in accordance with PERB's rules, and
- (b) be a secret ballot vote, and
- (c) the District shall bear no costs in such an election.

5.4.1 Should the result of the election be to reject agency fees, Sections 5.4 and 5.5 shall not survive the expiration of the Agreement. Should the result of the election be to support the institution of agency fees, then the following provisions shall govern the administration and collection of agency fees.

5.5 AGENCY FEES

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

The fee shall be payable to the Association in one (1) lump sum cash payment within thirty (30) days from the date of commencement of duties within the bargaining unit, or within thirty (30) days from the operative date of this section.

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

5.5.1 Any unit member who is a member of an organization, group, or religious body whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association except that such member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.

5.5.2 Proof of payment of the charitable funds and a written statement of objections along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 5.5.1 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section 5.5. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom

payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

- 5.5.3 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 5.5.2 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.5. During any such legal proceedings Section 5.7 (*Hold Harmless*) shall be fully applicable.

5.6 GENERAL DUTIES

- 5.6.1 With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, the District agrees promptly to remit such monies to the Association 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 Association, 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 Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.7 HOLD HARMLESS AND INDEMNITY

The Association 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 provisions of this Agreement or their implementation. The Association agrees to pay any damage judgment rendered against the District as a result of the provisions contained in this Article or

the District's implementation thereof.

ARTICLE 6 – COMPENSATION

6 SALARIES

6.1 All salary schedules shall be increased by 3.4% effective March 1, 1999 and 3.05% effective July 1, 1999 in accordance with the Tentative Agreements attached as Exhibits "B" and "C" which are incorporated by reference herein.

6.2 SALARY SCHEDULE EXHIBITS

6.2.1 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

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

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

6.4 COMPENSATION FOR HOLIDAYS WORKED

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 6.2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1_1/2) for each hour he/she works on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their

regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 SHIFT DIFFERENTIAL

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

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular rate.

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

6.6 WORKING OUT-OF-CLASS PAY

6.6.1 Employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for his/her classification as provided in this section.

6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for his/her classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

- a. If the duties are consistent with those of an existing higher classification, the employee's pay shall be adjusted upward to that step in the pay range established for the higher classification which provides at least a five percent (5%) increase;
- b. If the duties are not consistent with any existing classification, the employee's pay shall be increased by five

percent (5%).

6.7 LEGAL PROCEEDINGS IN REGARD TO DISTRICT BUSINESS

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.9 CALL BACK PAY

6.9.1 An employee who is required to return on duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.

6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.

6.10 COMPENSATION FOR OVERTIME

An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

6.10.1 Time Off in Lieu of Overtime

The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

- 6.10.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.
- 6.10.3 Upon transfer of an employee, any compensatory time will be transferred with the employee.
- 6.10.4 It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.
- 6.10.5 In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

6.11 REPAYMENT OF MONEY OWED TO THE DISTRICT

- 6.11.1 If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.11.2 through 6.11.4 of this Article following.
- 6.11.2 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than thirty (30) days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Sections 6.11.3 and 6.11.4 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in an amount equal to, and in like manner and duration as, the amount of overpayment per check. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ten (10) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.
- 6.11.3 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the Deputy Superintendent,

Business Services, for consideration.

6.11.4 If the employee disputes the decision of the Deputy Superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the Deputy Superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Association, and a third member mutually agreed to by the representatives of the District and the Association. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.11.2.

6.12 The District shall compensate employees in accordance with provisions of this Agreement and applicable statutes.

6.13 LOST CHECKS

6.13.1 Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within twelve (12) working days of notification by the employee to the District Payroll Section. The replacement check shall reflect the amount of the undelivered check.

6.13.2 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Education Code Section 45167).

ARTICLE 7 – FRINGE BENEFITS

7.1 MEDICAL COVERAGE

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

7.1.1.1 For Active Employees

All bargaining unit employees employed at the date of ratification of this Agreement shall have their flex-benefit stipend increased to \$5,456 effective July 1, 1998. All bargaining unit members employed at the date of ratification of this Agreement shall receive a \$531 one time retroactive check. Effective July 1, 1999, all bargaining unit members employed by the District at the time this Agreement is ratified by the Board shall have their flex-benefit stipend increased to \$6,106.

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 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 Association 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 single 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 Risk program minus \$16.

7.3.3 Employees hired on or after November 15, 1996, shall be entitled to the retiree benefits of this Section 7.3.3, provided such employee has reached age sixty (60) years of age and has least ten (10) consecutive years of service with the District immediately prior to retirement. For retirees meeting the qualifications of this Section 7.3.3, 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 minus \$16 up to age sixty-five (65).

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 Association, to develop implementing procedures for the benefits described in this Section 7.3.

ARTICLE 8 – HOURS

8.1 WORKDAY

8.1.1 Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight.

8.1.1.1 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within a twenty-four (24) hour period.

8.1.1.2 Part-Time Employees

Employees who are scheduled for less than eight (8) hours per day or less than forty (40) hours per week in a five (5) consecutive day period are part time.

8.1.1.3 Schedules

The hours of the workday and workweek shall be designated by the District for each classified supervisory employee.

8.1.1.4 Additional Hours — Compensation

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

8.2 ADDITIONAL HOURS

Part-time bargaining unit employees shall be granted additional hours which become available within a school or administrative unit if they are incumbents in the classification represented by the additional hours provided their last evaluation on file is average or above average. If the part-time employee has no evaluation on file then the employee shall be treated as if his/her evaluation was average for purposes of this section. If there is more than one eligible part-time employee at the school or administrative unit, then the extra hours shall be assigned to the most senior employee using date of hire in the classification. Any employee who is assigned for less than four hours will be considered only if the school or site has budgeted specific funds for a four-hour, or more,

employee.

8.2.1 If there is more than one eligible part-time employee, the site administrator shall give written notice to each eligible part-time employees at school or administrative unit where the additional temporary or permanent hours are available. Notice shall be mailed to each absent employee.

8.2.2 The notice shall state the procedure for requesting the additional hours which shall include each interested part-time employee submitting a written request within five (5) working days of the notice indicating his/her intent to be considered for the additional hours. If no eligible employee provides a timely written request for the additional hours the District may fill the additional hours in accordance with the provisions of this Agreement.

8.3 WORKWEEK

8.3.1 Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday.

8.3.2 Basic Workweek

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

8.4 OVERTIME

8.4.1 Definition

8.4.1.1 Full-Time Employee

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) workday or forty (40) hours in one (1) workweek.

8.4.1.2 Part-Time Employee

Employees who work four (4) or more hours per day shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day of the workweek which shall be designated as overtime work. An employee who works less than four (4) hours per day shall be compensated for any work performed on the seventh (7th) day of the workweek at the appropriate overtime rate.

8.4.1.3 Authorization of Overtime

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

8.4.1.4 Assignment of Overtime

Overtime will not be required of any employee unless there are no volunteers or in the event of an emergency.

8.4.1.5 Computation of Overtime

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

8.4.1.6 Distribution of Overtime

Overtime will be distributed as equally as feasible among employees at a school or worksite who are in the same classification who have the ability to do the work which gives rise to the overtime. A list, by fiscal year, of overtime worked by classification and worksite shall be provided by the site or unit administrator on request of the appropriate steward.

ARTICLE 9 – ASSIGNMENTS

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 Association upon written request.

9.5 MILEAGE PAY

9.5.1 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.

9.6 UNIFORMS

9.6.1 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.

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

9.7 TOOLS

9.7.1 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.

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

9.7.3 The District will provide transportation shop personnel with an annual allowance of \$120 for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.

9.8 PHYSICAL EXAMS

9.8.1 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.

9.9 WORK SCHEDULES

9.9.1 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.

9.9.2 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 Association will be notified of the change.

9.9.3 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.

9.10 REST PERIODS

9.10.1 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.

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

9.11 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.

9.12 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

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 one and one-half (1-1/2) 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 15
 (or as designated by the District)
 February 12
 Third Monday in February
 Last Monday in May
 July 4
 First Monday in September
 November 11 Veteran's Day
 Fourth Thursday in November Thanksgiving Day
 December 25 Christmas

Martin Lut
 Lincoln's D
 Washingtor
 Memorial I
 Independen
 Labor Day

10.2.4 Holidays--Board Granted

- a. Day after Thanksgiving Day;
- b. Winter vacation, except three and one-half (3-1/2) workdays;
- c. One and one-half (1 1/2) days during spring vacation; and
- d. Wednesday before Thanksgiving Day for all bargaining unit members who work a 12-month work 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 A District wide voluntary calendar committee shall be comprised of the following individuals: (1) two District personnel; and (2) two Union representatives from the following Unions: (a) SEIU; (b) SCTA; (c) UPE; (d) Teamsters; and (e) CSA. Participation in the District wide calendar committee is voluntary only. Any Union electing not to participate in the calendar committee may exercise its right to negotiate those aspects of the District calendar which fall within the scope of bargaining as a separate process. The District does not, hereby, waive any right it may have to deny negotiation upon any aspect of the calendar which is not within the scope of bargaining.

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

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 (after six [6] months of employment or more), 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 two (2) 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 twelve (12) days may be

accumulated beyond that period. After the completion of five (5) years of District service, fourteen (14) days may be accumulated.

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 12 – LEAVES

12.1 DEFINITION

- a. A employee is absent or on leave when not performing duties as assigned by an authorized official of the District. An employee is not considered absent or on leave if officially authorized to perform duties at places other than his/her usual place of assignment. Such authorized assignments are not to be reported as absences.
- b. The immediate family is defined to include spouse, children, parents, grandparents, sisters, brothers, parents in-law, sons-in-law, daughters-in-law, grandparents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces and nephews, foster children, step-children, step-parents, adopted children, foster parents, legal guardians, grandchildren of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentus. For purposes of the leave article only, an individual who is named on the emergency card or personnel action form of an employee will also qualify as a member of the immediate family.

12.2 SICK LEAVE FOR PERSONAL ILLNESS

- 12.2.1 Sick leave is earned by all probationary and permanent employees at the rate of one (1) day for each calendar month of service, with an annual maximum of twelve (12) days. However, no employee who works an entire school year shall receive less than ten (10) days sick leave per year. A school year is defined as that period of time in which students must be in school. A calendar month of service shall be defined as no less than seventy-five per cent (75%) of the required working days of any calendar month for an employee.
- 12.2.2 The number of days of sick leave a classified employee is eligible to earn during a fiscal year shall be available to him/her at any time during the fiscal year. However, a new employee shall not be eligible to take more than one-half (1/2) of the number of days of sick leave earnable in that year until he/she has completed six (6) months of active service with the District.
- 12.2.3 Any employee who leaves the service of the District, after having used more sick leave days than have been earned, shall have a deduction made in the salary due for each excess day. In case no salary is due, such employee at the time of termination of service shall be billed for repayment of pay received for unearned sick leave.
- 12.2.4 Sick leave may be accumulated from year to year without limit.
- 12.2.5 Upon retirement, unused sick leave shall be counted in computing retirement benefits according to Public Employees Retirement System regulations.
- 12.2.6 An employee, while on unpaid leave of absence, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the leave.
- 12.2.7 In case an employee severs all official connection with the District and is re-employed within thirty-nine (39) months of termination, all unused sick leave credits on file at the close of the prior employment period shall be reinstated.

- 12.2.8 For personal illness absence of any employee exceeding seven (7) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to the regular report to the supervisor of such illness. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.
- 12.2.9 Nothing shall prevent the Superintendent or the Assistant Superintendent, Personnel Services Office, or any member of the Superintendent's cabinet, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.
- 12.2.10 A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which he/she is entitled under 12.2.1, and 12.2.4 above. Such days of paid sick leave in addition to those allowed under 12.2.1, and 12.2.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacations, or compensating time to which the employee is entitled; but no half-pay sick leave shall be allowed until full-pay sick leave has been exhausted. Sick leave earned in accordance with 12.2.1 shall run concurrently with the 100 working days of sick leave of this section. For example, if an employee has accumulated twenty-five (25) days of sick leave earned under 12.2.1, he or she shall be entitled to (after his or her full paid sick leave has been exhausted) seventy-five (75) working days of sick leave compensated at fifty percent (50%) of the employee's regular salary.
- 12.2.11 An employee may use sick leave for medical/dental appointments in increments of one (1) hour or more. The portion of sick leave used shall only cover the amount of time the employee was actually absent from his/her worksite for the appointment unless a substitute has been retained.
- 12.2.12 An employee must notify his/her supervisor of illness absence at a time and manner mutually agreed upon between employees, their immediate supervisor and principal or administrator in charge.

12.3

SICK LEAVE FOR PERSONAL NECESSITY

12.3.1

Leave of absence, with the exception of 12.3.1(g), not to exceed nine (9) days per fiscal year at the employee's election, may be used for any of the following, and prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained. Such notice shall be given in a manner mutually agreed upon between the employee and the principal or other administrator in charge.

- a. Death, accident or illness involving the employee's immediate family, other relatives or close friends; accident involving the employee's personal property, or the personal property of his/her immediate family or other relatives.
- b. Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; not less than one (1) full day of leave may be used for this purpose.
- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- d. To attend weddings, anniversaries, reunions, funerals and high school and college graduations honoring members of the employee's immediate family.
- e. To attend to legal or business matters necessary for the well-being of the employee or a member of his/her immediate family.
- f. To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the District which cannot be scheduled during off-duty hours. (In such cases, the employee shall attach to his/her Employee Absence Report satisfactory written evidence of the requirement.)
- g. Employees may use up to one-half day of any yearly sick leave accrual excepting half-day leave for the purpose of attending to a child, parent, or spouse who is ill. Leave for this purpose may not be taken until it has actually accrued. For purposes of this Section only, a "child" is defined as a biological, foster, or adopted child, a stepchild, or a legal ward. A "parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian. A "spouse" is a legal spouse as defined by the laws of California.

12.3.2 Sick leave for personal necessity may not be used for any of the following:

- a. attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience;
- b. religious observances;
- c. the extension of holidays or vacation periods;
- d. accompanying a spouse on a trip when such travel is not otherwise authorized by these regulations;
- e. seeking or engaging in remunerative employment;
- f. engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.

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

12.4 MEDICAL LEAVE

12.4.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of 18 months.

12.4.2 An employee, upon ability to resume the duties of a position within the class to which he was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He shall be restored to a position within the class to which he was assigned and, and if at all possible, to his position with all the rights and benefits consistent with the provisions of this Agreement.

12.4.3 If at the conclusion of all leaves of absence, paid or unpaid the employee is still unable to assume the duties of his position, he shall be placed on a re-employment list for a period of 39 months.

12.4.4 At any time, during the prescribed 39 months, the employee is able to assume the duties of his position he shall be re-employed in the first available vacancy in any classification at the same or lower range for which he/she is qualified. The employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

12.5 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

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

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

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

12.5.4 During such leave of absence, the employee must remain within the State of California unless specifically authorized to travel elsewhere by the Superintendent.

12.5.5 Upon termination of such leave of absence, the employee shall be entitled to regular sick leave benefits, provided that if temporary disability indemnity is continued, he/she may take only as much of the accumulated sick leave which, when added to temporary

disability indemnity, will result in a payment of not more than full salary. In such cases, for each day of absence the employee's accumulated sick leave credits shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

- 12.5.6 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.
- 12.5.7 When entitlement to sick leave benefits is exhausted, if worker's compensation is still being received, an employee may elect to use any vacation, compensated time off, or other available leave provided by law or action of the Board, with the same provisions for reduction in such benefits and endorsement of disability payments as listed above.
- 12.5.8 When all entitlement to benefits outlined above, including health leave is exhausted, if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When physically qualified and available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. When an employee has been placed on a re-employment list and has been medically released for return to duty, failure to accept an appropriate assignment results in a waiver of re-employment rights.

12.6 EMERGENCY LEAVE

A maximum absence of three (3) days with full pay during any one (1) school year shall be authorized for the sudden and unexpected illness or injury requiring the presence of the permanent or probationary employee for emergency care or attendance of an ill or injured member of the immediate family.

12.7 IMMINENT DEATH LEAVE

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

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

12.8 BEREAVEMENT LEAVE

Four (4) days, or five (5) days if travel in excess of 250 miles is required, on full pay shall be granted to each probationary and permanent classified employee in the event of the death of each and every member of the immediate family. If travel over 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was necessary.

12.9 JURY DUTY LEAVE

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

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

12.9.3 In those cases where an administrator feels that the absence for jury duty would entail undue hardship on the public, the administrator may request an exemption from the jury commission.

12.10 SUBPOENA LEAVE

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

12.11 LEAVE FOR CHILDBIRTH

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

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

12.12 PARENTAL LEAVE

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

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

- a. the expected date of confinement, and

b. the length of time she can continue working safely.

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

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

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

12.12.6 FAMILY LEAVE

Eligible unit members will be provided benefits under the Family Medical Leave Act and the California Family Rights Act, Government Code Sections 12945.2 and 19702.3. Please see Attachment "A" for a full description of a unit members' rights under the Family Medical Leave Act and California Family Rights Act. The rights under this Section shall not be subject to arbitration under Article 18 of the Agreement. The leave provisions herein will be modified to the extent necessary to conform to the provisions of these Acts.

12.13 QUARANTINE

Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of

absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.

12.14 NATURAL DISASTER

Any employee absent from work due to a natural disaster as declared by an appropriate governmental agency shall receive leave with full pay during such absence.

12.15 RELIGIOUS OBSERVANCES

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

12.15.2 Part pay is twenty-five per cent (25%) of the employee's regular compensation or the difference between the employee's regular compensation and the rate for a substitute, whichever is lower.

12.16 DUTY WITH THE ARMED FORCES LEAVE

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

12.17 MILITARY LEAVE

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

12.17.1 Duration of Leave

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

12.18 PEACE CORPS

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

12.19 EDUCATIONAL IMPROVEMENT

A leave without pay may be granted to an employee who has completed three (3) consecutive years in the District for a period not to exceed eighteen (18) months to participate in educational or specialized courses of study if determined by the Personnel

Services Office to be in the best interests of the District. Such leave shall require official documentation of the nature of the proposed project.

12.20 EDUCATIONAL ORGANIZATION LEAVE

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

12.20.2 A maximum of ten (10) days for the office of president.

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

12.21 LEAVE FOR ASSOCIATION BUSINESS

12.21.1 Upon written request by the Association, the District will grant unpaid leaves for Association business.

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

12.22 SHORT-TERM LEAVES

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

12.23 SHORT-TERM PERSONAL LEAVE

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

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

12.23.3 Short-term leaves may be granted to any steward, Association officer(s), Association executive board member, or employees designated as Association delegates for Association business when requested by the business representative of the Association and approved by the superintendent's designee for employee relations.

12.23.4 They shall be granted only where the demonstrated need cannot be fulfilled outside the regular duty hours.

12.23.5 The recommendation of the employee's principal or other administrator in charge is required, along with verification that the absence will not seriously affect the program.

12.23.6 When a substitute is required, the leave shall be granted only if a qualified substitute is available.

12.23.7 Upon approval of the Personnel Services Office, the leave may be granted for any of the following reasons:

- a. to attend to legal matters involving the employee or his/her family;
- b. to attend to matters relating to the health or safety of the employee or his/her family;
- c. to attend meetings, conferences, or conventions of organized groups devoted to civic, educational, social or cultural improvement for which full or part pay is not provided;
- d. to be married or attend weddings of members, of the family or intimate friends;
- e. to attend ceremonies honoring members of the employee's family;

- f. to take examinations to meet other requirements for advanced training or professional improvement;
- g. to attend to urgent matters affecting the employee's economic well-being;
- h. to attend funerals or to be with members of the employee's family or intimate friends in times of bereavement, serious illness or other crises in those cases where other leaves provided for this purpose are not available;
- i. to keep doctor's or dentist's appointments which cannot be arranged during off-duty hours.

12.23.8 Leave shall not be granted for any of the following reasons:

- a. to seek or engage in outside remunerative business;
- b. to attend functions solely for the employee's pleasure;
- c. to extend holiday or vacation periods for personal convenience;
- d. to accompany a spouse on a trip when such travel is not otherwise authorized by these rules;
- e. engaging in a strike demonstration, picketing, lobbying, rally, march, sick-out or any other activities related to work stoppage.

12.23.9 Exceptions to any of the above may be made only with express approval of the superintendent or the Board.

12.24 LONG-TERM LEAVES

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

12.24.2 No member of the bargaining unit shall be granted more than the equivalent of two (2) fiscal years of long-term leaves of absence for any reason in the ten-year period commencing with the beginning day of the first long-term leave. When a leave is for six (6) months or more, the employee shall be transferred to unassigned status with no right to return to their previous assignment. Upon expiration of the leave the employee shall be placed in accordance with the Layoff Procedures of Article 20.

12.24.3 During unpaid long-term leaves of absence, the District will not

pay for group health, life and accident insurance. However, the employee may make arrangements with the District insurance office to continue coverage by making direct payment of premiums.

- 12.24.4 Employees granted long-term leaves of absence must give written notice no less than thirty (30) days before the expiration date of the leave regarding intention to return.

12.25 LONG-TERM PERSONAL LEAVE

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

- a. They shall not be granted for less than three (3) months nor more than one (1) year.
- b. They shall not be granted unless a qualified substitute is available.
- c. Personal convenience leaves shall not be granted to permit an employee to accept other employment unless in the opinion of the superintendent or designee it would be in the best interests of the District for the employee to do so.

12.26 ABUSE OF LEAVE PROVISIONS

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

ARTICLE 13 – TRANSFERS/PROMOTIONS

13.1 DEFINITIONS

- 13.1.1 A voluntary transfer is one which is initiated by the employee and involves a change in work location without a change in classification
- 13.1.2 An administrative transfer is one which is initiated by the administration and involves a change in work location without a change in classification, or a reassignment to another job classification which does not result in a decrease in salary. (See Section 13.4).
- 13.1.3 A promotion is a reassignment from a position in one class to a position in another class having a higher maximum rate of pay.
- 13.1.4 For the purpose of this article, a vacancy is a Board authorized position in the classified service for which there is no incumbent.
- 13.1.5 Included among compelling reasons shall be the Board's adopted affirmative action policy.

13.2 NOTICE OF VACANCIES

- 13.2.1 Notices of Vacancies shall be given by the Personnel Services Office as follows:
 - 13.2.1.1 By publishing Notices of Vacancy which are posted in a common area in each school and office with a copy mailed to the Association.
 - 13.2.1.2 Notices of Vacancy shall include job classification title, duties/essential functions, minimum qualifications, work year, salary range, and worksite and hours, if known. Additional information may include, among other things, work shift assignment, start date, testing requirements and the date, time and location of testing.
- 13.2.2 Notices of Vacancies may be used to announce a specific opening or to create an eligibility list from which future vacancies are to be filled.
- 13.2.3 Notices of Vacancies shall be posted for a minimum of eight (8) working days.
- 13.2.4 Notices of Vacancies shall be numbered in order of issuance.
- 13.2.5 Vacancies which are anticipated to last less than six (6) months may be posted at the discretion of the District. If such short-term vacancies are extended beyond six months, they shall be posted.
- 13.2.6 Notices of Vacancies shall not be required for vacancies which must be utilized in effecting administrative transfers.
- 13.2.7 A list of personnel transactions approved by the Board shall be sent to the Association.

13.3 TRANSFERS — VOLUNTARY

- 13.3.1 All permanent unit employees may request a transfer for each numbered Notice of Vacancy by submitting a classified “Request for Transfer” form to the Classified Personnel Office.

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

13.4 ADMINISTRATIVE TRANSFERS

13.4.1 In cases where changes are deemed essential and necessary in the best interests of the District, the Assistant Superintendent, Personnel Services, or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.

13.5 SELECTION PROCEDURES

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

- a. Screen all applicants for minimum qualifications as indicated in the classification specification.
- b. Administer appropriate test and/or other screening procedures as deemed necessary.
- c. Ensure that at least 50% of those referred interview candidates are the most senior bargaining unit members. In any case where there is less than 50% eligible bargaining unit members, all eligible bargaining unit members shall be referred for interview

13.5.2 Qualified bargaining unit members shall be given consideration before qualified persons from outside the District are considered. Equal opportunity for advancement shall be extended to all qualified bargaining unit members.

- 13.5.3 Selection shall be made on the basis of the individual qualifications and capabilities of the candidate, current and previous work performance, District seniority, time spent in a related occupations classifications, affirmative action guidelines, and performance evaluations.
- 13.5.4 Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.
- 13.5.5 Unsuccessful applicants may make a written request for explanation to the Classified Personnel Services Office. Such requests will be answered in writing within fifteen (15) working days.

13.6 PROMOTIONAL PERIOD

All new District employees and current District employees selected for a promotional position in a class with a higher maximum rate of pay shall serve a probationary period of nine (9) months from the date of hire as a probationary employee. An employee who fails to complete successfully his/her promotional probationary period, shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

13.7 VOLUNTARY DEMOTION

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

ARTICLE 14 – PERFORMANCE EVALUATIONS

14 PURPOSES OF PERFORMANCE EVALUATIONS

There shall be three (3) major purposes of the performance evaluation system:

- a. The identification, reinforcement and improvement of skills, attitudes and abilities which result in better performance for classified employees.
- b. The determination as to whether an employee should be retained or dismissed.
- c. A factor to be used in consideration for promotions.

14.2 RESPONSIBILITY FOR EVALUATION

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

14.2.2 The District shall designate the appropriate persons to conduct the evaluation.

14.3 EVALUATION SCHEDULE

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for nine (9) 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) 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) calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.
- 14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation prior to receiving his/her final probationary evaluation.
- 14.3.1.3 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.

14.4 EVALUATION REPORTS

14.4.1 Forms

14.4.1.1 All performance evaluations shall be made on forms which are mutually agreed to by the parties. The parties have agreed that within thirty (30) days of the full execution of this Agreement, a sub-committee will be formed to revise the current evaluation form.

14.4.1.2 A form provided by the District will be used until the Association and the District have mutually agreed to a revised form.

14.4.2 Special Evaluations

Additional reports may be submitted on probationary and permanent employees whenever the unit administrator feels such reports will contribute to improvement of performance.

14.5 EVALUATION PROCEDURES

14.5.1 Evaluation Conference

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

14.5.2 Signing the Evaluation

The evaluation report shall be signed by the employee to indicate

receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3 Employee Response

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

14.5.4 Correcting Deficiencies

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

14.6 APPEALS

14.6.1 When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal within ten (10) working days from the date of review of such evaluation. The appeal shall be processed through administrative channels to the Director of Classified Personnel Services, who shall investigate all facts and obtain all such evidence as is necessary. If the Director of Classified Personnel Services, sustains the original rating, the employee shall have the right, within ten (10) working days of receipt of written notification, to further appeal to the Chief Personnel Officer, after which any decision on appeal shall be final. A failure to comply with the time lines of this Section shall be deemed a waiver of an employee's right to appeal.

14.6.2 Procedures agreed to in this article shall be subject to the grievance procedure. Substantive evaluations will be subject only to appeal in accordance with the appeal procedure described above.

ARTICLE 15 - PERSONNEL FILES

15.1 INSPECTION OF FILES

- 15.1.1 Personnel files include those maintained by administrators as well as files maintained by the Classified Personnel Office.
- 15.1.2 Materials in personnel files or materials to be placed 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 inspection of the employee involved.
- 15.1.3 Inspection of an employee file shall be made by the employee or by an authorized representative of the employee. Said authorization shall be submitted to the Classified Personnel Office, in writing, dated and signed by the employee. An employee is not required to make an appointment to inspect his/her personnel file. Personnel files shall be available for inspection at any time during regular business hours of the Classified Personnel Office, and shall be inspected in the presence of a designated employee. Employees working on the day shift may, once every six (6) months, be granted a reasonable amount of release time to inspect their files, if needed. The time shall be mutually agreed upon by the site administrator affected, the Classified Personnel Office staff, and the employee.
- 15.1.4 An employee or authorized representative may receive copies of any materials contained in their personnel file at ten (10¢) cents per copy.

15.2 DEROGATORY MATERIALS; APPEAL PROCEDURES

- 15.2.1 Documents of a derogatory, critical, or negative nature shall not be filed unless and until the employee is given a copy of the material and the opportunity to review the material and to file a written comment about said material. The document or material may be filed on the tenth (10th) working day following the date the employee was notified of its existence. The employee's written response or comment shall be attached to the original document at the time it is submitted.

- 15.2.2 An employee has the right to appeal the contents of a document of a derogatory, critical, or negative nature. Said appeal must be filed with the supervisor or administrator who initiated the document within ten (10) working days following the date the employee received said document. The supervisor or administrator shall meet with the employee within ten (10) working days concerning any request for reconsideration of the contents of such a document in an attempt to resolve the appeal informally. If the employee is not satisfied with the result of the informal appeal, he/she may then appeal the contents of said document to the Office of Human Resources within ten (10) working days of the date of the informal appeal meeting referenced above. Failure to comply with these time lines will be considered a waiver of an employee's right to appeal.
- 15.2.3 An appeal, conducted by the Human Resources Office, shall be held within twenty (20) working days of the date the appeal was filed. The document in question shall not be placed in the employee's personnel file until a decision has been rendered to place the document in the employee's personnel file. If the appeal favors the employee, the questioned document shall be rendered null and void and shall not be placed in the employee's file. The decision rendered upon the appeal shall be final and binding and shall not be a subject of the grievance procedure.
- 15.2.4 Once a document is placed in a personnel file specifying discipline for a specific offense, other documents may not be filed which would extend the discipline for that same offense. Filed disciplinary documents may be used when disciplinary action is being taken on subsequent offenses.
- 15.2.5 A single incident of conduct which is the subject of a document of a critical, derogatory, or negative nature, an oral warning, a written reprimand, a suspension for three (3) or fewer days with or without pay, shall not be the basis in whole or in part of a special performance evaluation unless at least sixty (60) working days have elapsed between the discipline imposed and the special performance evaluation. This sixty (60)-day period is intended as a time during which the employee may demonstrate correction of the conduct which gave rise to the discipline.
- 15.2.6 An incident which results in an informal reprimand or warning can be followed by a written document from the employee's immediate

supervisor, detailing the subject and date of said reprimand or warning for placement in the employee's personnel file. An employee shall have the right to appeal procedures stated in Sections 2.1 and 2.2 of this Article.

- 15.2.7 The person who causes materials to be placed in the personnel file shall sign and date them. Anonymous documents, letters, or other materials shall not be placed in the file.
- 15.2.8 An employee may elect to be represented at each appeal level provided in Article 2.2 by a representative of his/her choice.
- 15.2.9 An employee may request a special evaluation after one (1) year from placement of documents of derogatory, critical, or negative nature. Such evaluation would be attached to such documents.

ARTICLE 16 – SAFETY

16.1 SAFE CONDITIONS

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

16.1.2 Joint Responsibility - CAL/OSHA

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

16.2 SAFETY COMMITTEE

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

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

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

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

16.2.4 Composition of Committee

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

16.2.5 The Safety Committee shall be composed of classified representatives as follows:

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

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

16.3 SAFETY EQUIPMENT

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

16.4. SAFETY CLASSES

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

16.5 ACCIDENT REPORTS

In case of a work-related injury, the District shall make available the necessary accident reports and other related information not privileged under law and assist the employee to complete these forms.

16.8 EMERGENCY PROCEDURES

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

ARTICLE 17 --PROFESSIONAL GROWTH PROGRAM

17.1 PURPOSE

The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and 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:

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

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

17.3.4 District Sponsored Training Programs (Enhanced Professional Growth)

Professional growth units may be acquired for attendance at District and/or Association 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, Classified Personnel Services.

17.4.2 Approval by the director, Classified Personnel 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 Classified Personnel 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 avocational, 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

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 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 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 Classified Personnel Services Department. Twice annually, on September 1 and April 1, the Classified Personnel 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 (1/2) unit of credit may be submitted at any one time.

17.7 APPEAL PROCEDURES

17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the director, Classified Personnel 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 assistant superintendent, Personnel Services, 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 18 -- GRIEVANCE PROCEDURE

18.1 PURPOSE

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

18.2 DEFINITIONS

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

18.2.2 A “working day” is any day in which the central administrative offices of the Sacramento City Unified School District are open for business.

18.2.3 A “grievant” is a named person asserting a grievance or the Association.

18.2.4 A “party in interest” is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.2.5 An “employee” is a classified employee in any of the represented bargaining units.

18.3 LIMITATIONS PERIOD

No grievance shall be recognized unless the grievant has filed a written formal Level I grievance in accordance with Sections

18.4.3 and 18.4.4 below, within twenty (20) working days after the grievant knew or should have known of the first act, occurrence, event or circumstance alleged to constitute the grievance.

18.4 INFORMAL PROCEDURE

18.4.1 A grievance shall be discussed orally with grievant's principal or unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled where the grievant shall explain the problem and suggest possible solutions. Solutions reached at the informal Level I shall not establish a precedent. The grievant has the right to Association representation during the informal meeting.

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

18.4.3 If the grievant is not satisfied with the proposed resolution after the informal conference, if any, the grievant may invoke the formal grievance procedure, as outlined below, by filing a written Level I grievance with his or her principal or unit administrator and providing a copy to the Office of Employer/Employee Relations.

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

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

18.5 FORMAL PROCEDURE

18.5.1 Level I

18.5.1.1 A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Association representation during the Level I meeting.

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

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

18.6 LEVEL II

18.6.1 If the grievant or the Association is not satisfied with the written Level I decision, the grievant or the Association may file a written request for a Level II meeting with the Office of Employee Relations within ten (10) working days of the receipt of the written Level I decision. If the grievant does not receive a written Level I decision as required by Section 18.5.1.3 within ten (10) working days following the final Level I meeting, the grievant or the Association may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of the final Level I meeting. If no Level I meeting is held, and the grievant does not receive a written Level I decision as required by Section 18.5.1.3, the Association or the grievant may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of filing the written Level I grievance. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting.

- 18.6.2 The written Level II grievance shall include the following:
- a. A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;
 - b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;
 - c. A listing of specific action(s) requested of the school District which will remedy the grievance; and
 - d. A copy of the Level I grievance and decision.

18.6.3 Following a written request for Level II mediation, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee will be issued. The initial Mediation shall be held within thirty (30) working days from receipt of the written Level II grievance by the Office of Employee Relations, unless extended by mutual agreement of the parties.

18.7 MEDIATION

- 18.7.1 Mediation shall take place at a date and time agreed to by the parties and the mediator. Subsequent days for mediation will be scheduled, if necessary.
- 18.7.2 The parties agree to meet annually to develop a list of mediators. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.
- 18.7.3 All costs of the mediator, if any, shall be borne equally by the parties.

18.8 MEDIATION PROCEDURES

- 18.8.1 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.
- 18.8.2 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If the grievance is not settled, granted, or withdrawn, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days after the close of the final Level II mediation. If by the mutual agreement of both parties, no Level II mediation is held, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days of receipt of the written Level II grievance.
- 18.8.3 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.
- 18.8.4 Any grievance not resolved within fifteen (15) working days after the final mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III.
- 18.8.5 Offers or concessions made by the parties during mediation shall not be used against a party during any subsequent arbitration.

18.9 LEVEL III – ARBITRATION

18.9.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in the Office of Employee Relations within ten (10) working days after receipt of the written Level II decision of the Superintendent, or his/her designee. Appeal to Level III arbitration may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union's right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Office of Employee Relations within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

18.9.2 Selection of Arbitrator

When arbitration has been requested, the Union shall write the California State Mediation and Conciliation Services for a list of five (5) arbitrators. The grievant's representative and the representative of the Office of Employee Relations shall alternatively strike names from such list until only one (1) name remains.

18.9.3 Costs of Arbitration

18.9.3.1 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

18.9.3.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing, if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator

requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

18.9.4 Function of Arbitrator

The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render a binding decision within thirty (30) days after the close of the hearing.

18.9.5 Hearings

18.9.5.1 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

18.9.5.2 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:

- a. Attempt to frame the issue to be submitted to the arbitrator;
- b. Share all evidence;
- c. Clarify whether a court reporter is necessary, determine the site; and
- d. Reinitiate efforts to settle, if possible.

18.9.5.3 The parties agree that any evidence discovered subsequent to the conference will be shared at least seven (7) calendar days prior to arbitration. Evidence shared less than seven (7) days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party presenting new evidence (initially) shall be charged for the costs of the arbitrator.

18.9.6 Limitations

18.9.6.1 Neither the District nor the grievant shall be permitted to assert any

grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

18.9.6.2 The arbitrator shall not render any award which conflicts with or alters this Agreement.

18.9.6.3 It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

18.9.7 Decision

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. However, no award of back pay beyond twenty (20) days prior to the filing of the written Level I grievance will be allowed. Nor will any award of monies for the purpose of fining, punishing, or making an example of either party be allowed.

18.10 GENERAL PROVISIONS

18.10.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

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

18.10.3 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

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

18.10.5 All documents, communications, and records dealing with the

processing of a grievance shall be filed separately from the personnel files of the participants.

- 18.10.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 18.10.7 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- 18.10.8 A grievant may be represented by the Association at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

18.11 GRIEVANCE FORM

All formal grievances shall be filed on a District grievance form which shall be designed and agreed upon by the District and the Association.

ARTICLE 19 – DISCIPLINARY PROCEDURE

19.1 At any time prior to the expiration of the probationary period, the Superintendent or 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 this Article or Article 20 (Layoff).

19.2 PERMANENT EMPLOYEES

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

19.3 CAUSES

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

1. Falsifying any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
2. Unsatisfactory Performance/Inefficiency.
3. Abandonment
4. Insubordination
5. Dishonesty
6. Theft
7. Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
8. Possessing or being under the influence of a controlled

substance (other than a prescribed medication) at work or away from work, or furnishing a controlled substance to a minor or any other employee.

9. Conviction of a felony, a misdemeanor, or conviction of any sex or drug offense made relevant by provisions of law which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, (defined to mean "I will not contest it" -- a plea in a criminal which has a similar legal effect as pleading guilty) is deemed to be a conviction for this purpose.
10. Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.
11. Improper political activity (e.g., Education Code 7055, Govt Code 1028).
12. Disobedience
13. Misuse or unauthorized use of District property.
14. Violation of District, Board, or departmental rule, policy, or procedure.
15. Violation of or refusal to obey policies and/or administrative regulations implementing District drug and alcohol testing programs, if any.
16. Violation of or refusal to obey policies and/or administrative regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.
17. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
18. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
19. A physical or mental impairment which precludes the employee from proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law (e.g., Americans with Disabilities Act) regulating the retirement of employees.
20. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, age or other legally protected group against the public or other

employee(s) while acting in the capacity of a district employee.

21. Unlawful retaliation against any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
22. Any conduct or act either during or outside of duty hours that adversely affects or impacts the District or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees).

19.3.2 Except as defined in item (20) above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of Notice of Proposed Disciplinary Action unless this cause was concealed or not disclosed by the employee which it could be reasonable assumed that the employee would have disclosed the facts to the District.

19.4 NOTICE OF PROPOSED DISCIPLINARY ACTION

19.4.1 The Superintendent or designee may initiate a disciplinary action against a permanent classified employee.

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

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the disciplinary action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the Notice.

- d. A statement indicating the employee's right to a predisciplinary meeting, and
- e. The date, time and location where the predisciplinary meeting will occur.

19.4.3 A copy of the classified employee disciplinary procedure shall also be included with the notice. The Association shall be notified, by separate notice, that a bargaining unit member has been notified of proposed disciplinary action and that a predisciplinary meeting has been scheduled.

19.5 PREDISCIPLINARY MEETING

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

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

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

19.6 NOTICE OF DISCIPLINARY ACTION

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

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

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

19.7 REQUEST FOR A HEARING

19.7.1 Within seven (7) calendar days after service of the Notice of Disciplinary Action described above, the employee may request a hearing by signing and filing the "Hearing Request Form" included in the Notice of Disciplinary Action. Any other written document requesting a hearing, signed and appropriately filed by the employee within the specified time limit, shall also constitute a sufficient request for a hearing and denial of all charges. A request for a hearing will be considered appropriately filed only when:

Postmarked or received by the Personnel Services office, or other office designated in the Notice, on or before the seventh calendar day after service of the Notice of

Disciplinary Action.

- 19.7.2 If the employee fails to file a request for a hearing within the time specified above, he/she shall be deemed to have completely waived his or her right to a hearing, and the Board may order the disciplinary action into effect immediately.

19.8 EMPLOYMENT STATUS PENDING APPEAL OR WAIVER

Except as provided herein, any employee against whom a Notice of Proposed Disciplinary Action or Notice of Disciplinary Action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

19.9 ADMINISTRATIVE LEAVE

A classified employee may be placed by the Superintendent or designee on administrative leave from duty with pay pending an investigation and determination of whether discipline should be invoked against the employee.

19.10 SUSPENSION WITHOUT PAY

- 19.10.1 A classified employee may be placed by the Superintendent or designee on suspension without pay pending further disciplinary action only if continuation of the employee in active duty would result in unreasonable risk of harm to students, staff, and/or property.

- 19.10.2 Suspension without pay may be ordered by the Superintendent or designee only after the employee has been orally notified of the reasons and has been provided an opportunity to orally respond.

19.11 COMPULSORY LEAVE

Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be

placed upon compulsory leave of absence without pay and benefits pending a final disposition of such charges pursuant to Education Code Section 45304.

19.12 HEARING PROCEDURES

- 19.12.1 All hearings shall be heard by a hearing officer from Exhibit "A" except in those cases where the Board determines to hear the matter itself. A list of mutually agreeable hearing officers is attached as Exhibit "A." The District shall pay all hearing officer costs and fees.
- 19.12.2 The hearing shall be held at the earliest date possible with the first hearing officer at the top of the list from Exhibit "A", taking into consideration the availability of counsel and witnesses; provided, however, that no hearing shall be held less than five (5) nor more than thirty (30) calendar days after the request for hearing has been made. If the hearing officer at the top of the list is not available within the next thirty (30) calendar days, then the next hearing officer on the list shall be contacted to determine whether he or she is available in the next thirty (30) days. The hearing officers shall be contacted in listed order until a hearing officer can be scheduled within the thirty (30) calendar days. The parties shall be provided written notification of the time and place of the hearing. Once a hearing officer has been selected from the top of the list from Exhibit "A" his/her name shall be moved to the bottom of the list.
- 19.12.3 At any time before a Disciplinary Action has been submitted to the Board or to a hearing officer for decision, the district may, with the consent of the Board or hearing officer, serve upon the employee an amended or supplemental Notice of Disciplinary Action.
- 19.12.4 If the amended or supplemental Notice of Disciplinary Action presents new causes or allegations, the employee shall be afforded a reasonable time to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.
- 19.12.5 Employees shall be entitled to appear personally, produce evidence, have counsel at his or her own expense, testify under oath, compel the attendance of other employees to testify at the

hearing, cross-examine witnesses and argue his/her case. The procedure entitled “Administrative Adjudication,” commencing with Government Code § 11500, shall not apply to any such hearing before a hearing officer or the Governing Board. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California Courts, however, the evidence relied upon should be reliable. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

- 19.12.5.1 The hearing officer may, at its discretion, exclude witnesses not under examination, except the employee and the District representatives and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

- 19.12.6 The dismissal hearing may be recorded by audio tape or other means at the request of either party. If the employee requests a stenographic record he/she must provide at least three (3) days advance written notice before the day set for the hearing and pay the costs for such reporting or recording. Transcripts of the hearing shall be furnished to any person upon payment of the cost of preparing such transcript.

- 19.12.7 The hearing officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. Any request for a continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

- 19.12.8 When the Board is hearing the matter, the employee shall be entitled to a public hearing if he/she requests it in a timely manner. In any case in which the Board hears the matter, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the Board, the Board may affirm, modify or reject the recommended disciplinary action.

- 19.12.9 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board, in accordance with subsection (j) below, as the decision in the case. In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary proceedings against the employee in which a disciplinary action was ultimately sustained and any records of the employee's personnel file which were introduced into evidence at the hearing. A copy of the proposed decision shall be received and filed with the Governing Board of Education and furnished to each party within twenty (20) working days after the close of hearing.
- 19.12.10 Upon receipt of the proposed decision from the hearing officer the Board may:
- a. Adopt the proposed decision in its entirety;
 - b. Adopt the proposed decision in part, thereby rejecting other parts;
 - c. Modify the proposed disciplinary action and/or proposed decision; or
 - d. Reject the proposed decision in its entirety.
- 19.12.11 The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action, if any. If fully adopted, the hearing officer's findings will serve as the Board's findings. The findings may reiterate, and/or make reference to, the language of the recommendation for disciplinary action in which case they will be incorporated by reference. A copy of the decision shall be delivered to the classified permanent employee and/or his designated representative personally or by registered mail or certified mail, return receipt requested, at the employee's last known address on file with the District.
- 19.12.12 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision of the Governing Board shall be final. Education Code section 45113.

ARTICLE 20 – LAYOFF

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 ASSOCIATION 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 Association 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, hours¹, 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 is 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,

¹For 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.

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.

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff thirty (30) days before the effective date. They shall be informed of their reemployment rights and bumping rights, if any.

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 who 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 21 – EFFECT OF AGREEMENT

21.1 AGREEMENT SUPERSEDES PAST PRACTICES

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

21.2 NEGOTIATIONS

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

21.3 CHANGES OR AMENDMENTS

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

21.4 SAVINGS CLAUSE

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

21.5 NO REPRISALS

Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or indirectly, against the other party or any members thereof regarding any action taken on the part of such persons in the exercising of their rights and responsibilities under this Agreement.

21.6 RIGHT TO MEET AND CONSULT

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

ARTICLE 22 – NO STRIKE/NO LOCKOUT

22.1 The Association and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Association, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. This prohibition shall apply during the term of this Contract; provided, the parties reopen negotiations as required by the attached Tentative Agreements and complete statutory impasse procedures. Once the statutory impasse procedures are exhausted in accordance with PERB rules and regulations, the District and the Association may engage in any activities allowed by the EERA. The District, during the term of this Agreement, or any extension thereof, agrees that it will not lock out its employees.

ARTICLE 23 – CONTRACTING OUT

- 23.1** During the life of this Agreement should the District find it necessary to contract out bargaining unit work that has been consistently and routinely performed by member(s) of the bargaining units covered by this Agreement which results in the loss of an employee's existing job or hours, the Association shall have the right to meet and negotiate with the District regarding the proposed decision.

ARTICLE 24 – DURATION

24.1 EFFECT

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

24.2 DURATION²

This Agreement shall be effective upon ratification by the parties and shall begin July 1, 1999 and will remain in effect until June 30, 2002.

24.3 REOPENING

The Association or the District may reopen this Agreement for renegotiation of the following Articles on or about March 1, 2000, and March 1, 2001:

Article 6 - Compensation
Article 7 - Fringe Benefits and
One (1) Article of each party's choice.

24.4 SIGNING OF AGREEMENT

[Signatures on Following Page]

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This provision shall not be interpreted as preventing the parties from reaching an agreement on compensation that predates the contract duration.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND THE CLASSIFIED SUPERVISORS ASSOCIATION.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board of Education has caused this Agreement to be signed by its representatives, and attested by its clerk.

FOR THE ASSOCIATION:

_____ Ruth Holbrook CSA Representative	Date	_____ CSA Representative	Jim Hicks
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_____ Sandra Lanz CSA Representative	Date	_____ Linda Lopez CSA Representative	Date
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_____ Gary Maden CSA Representative	Date	_____ Elda Rowe CSA Representative	Date
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_____ Donna Williams CSA Representative	Date
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FOR THE DISTRICT:

_____ Richard Jennings President	Date
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Attested by:

_____ James Sweeney, Ed.D. Superintendent	Date
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