

AGREEMENT

between

SEBASTOPOL UNION SCHOOL DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU) LOCAL 1021**

July 1, 2014

through

June 30, 2016

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PREAMBLE

This Agreement is entered into between the Sebastopol Union School District hereinafter referred to as the DISTRICT and the Service Employees International Union (SEIU) Local 1021, hereinafter referred to as SEIU.

DEFINITIONS

1. Anniversary Date: The annual date upon which an employee completed his/her first year of service to the District in an allocated, permanent position.
2. Bargaining Unit Member: Any person legally employed by the Board and a member of bargaining unit represented by the Union.
3. Board: The Sebastopol Union School District Board of Trustees.
4. Break in Service: A complete separation in employment with the District. A break in service does not occur because an employee is on an unpaid status such as leave without pay or summer break, when an employee returns to work.
5. Classification: A single position, or group of positions, sufficiently similar in duties and responsibilities that the same descriptive title, typical duties, and minimum qualifications may be used to designate each position allocated to the classification. Substantially the same requirements of education, experience, knowledge and abilities are demanded of incumbents.
6. Compensatory Time Off: Time off with pay instead of cash compensation for overtime.
7. Continuous Service: Continuous employment with the District, whether paid or unpaid status, without a break in service.
8. District: The Sebastopol Union School District Governing Board.
9. Duty-Free Meal Period: A set period of time that an employee is free to leave the work site and is not considered as time worked.
10. Employee: Any person legally employed by the Board and a member of the bargaining unit represented by the Union.
11. Emergency Operation: The performance of functions or services necessary, in the opinion of the District to protect or preserve the lives, safety, health, or property of the students and employees.
12. Hours Worked: Includes all time spent by the employee while the employee is engaged in duties or activities required by the District and pursued necessarily and primarily for the

benefit of the District. For the non-exempt employee, hours worked shall include all hours that the Board knows or has reason to know that work is being performed.

13. Job site: The location where the employee is normally assigned and performs his/her duties, or the location from which the employee performs duties through the District.
14. Longevity Pay: Longevity pay is based on years of service to the District without regard to length of service within a specific classification. An employee does not become eligible for longevity pay until the completion of ten years of service to the District. For an employee who meets the criteria for longevity pay, the appropriate percentage is paid in addition to the employee's placement on the salary range.
15. Non-Duty Free Meal Period: A period of time that an employee is entitled to eat but is required by his or her supervisor to stay at the work site and must be willing to work if so required. A non-duty free meal period shall be considered time worked.
16. Non-Exempt Employee: An employee covered by the provisions of the Fair Labor Standards Act.
17. Overtime: When an employee works longer than forty (40) hours per week or eight (8) hours per day, and any regular day off or holiday as defined by this Agreement. "Works" shall include all hours in pay status.
18. Pay Period: The determination by the Board of the fixed regularly recurring period of one hundred seventy-four (174) hours which normally fall between the 1st and last of the month. Employees shall be reimbursed for regular services one time per calendar month on the last working day of the month.
19. Pay Status: Whenever an employee is at work excluding a duty-free period such as lunch; absent on a paid holiday; absent on leave with pay, or absent on authorized compensatory time off.
20. Permanent Employee: A permanent employee is one who has successfully completed an initial probationary period of twelve (12) months beyond the first day of service with the District as a regular employee in an allocated position. A permanent employee may only be terminated for cause and in accordance with the procedures contained in this agreement.
21. Position: A position is a group of duties and responsibilities requiring the full or part time employment of one individual on a permanent or limited term basis. A permanent new position may only be established by action of the Board of Education. An increase in funded hours for an existing position does not create a new position, except as provided by the Education Code.
22. Probationary Employee: Each newly hired employee shall serve a probationary period which shall be twelve (12) months in duration. During the probationary period, an

employee may be released without cause. Short term or substitute employment does not count towards the fulfillment of the probationary period.

23. Probationary Period: The trial period immediately following an original, or promotional, appointment to an allocated permanent position. The probationary period for new hires shall be one year from the first day of service to the District in an allocated position. The probationary period for a promotional appointment shall be six (6) months. During the six (6) month period, if the promotional probationary period is terminated, the employee may voluntarily demote back to the classification he/she held prior to the promotional appointment, rather than a release from the District. The reassignment to the previous classification will occur at the earliest reasonable time.
24. Promotion: the reassignment of an employee from a position in one job classification to a position in another job classification which is compensated at a higher salary.
25. Regular Rate of Pay: As defined in the Fair Labor Standards Act so long as the "Act" applies to employees.
26. Regular Work Schedule: The determination by the District of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular ongoing basis.
27. Salary: Means only wages, call back pay, and bus license stipend, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.
28. Salary Range: Each salary range shall consist of eight steps which shall be known as steps 1, 2, 3, 4, 5, 6, 7, 8. Each step on the range is a set percentage above the lower step. Each step shall be expressed in dollars per hour on the salary table.
29. Seniority: Seniority is based on the date of hire and classification. Seniority is not based on hours worked, except as provided below:

When an employee is absent on an approved unpaid leave, other than Family Care Leave, for more than one month during the regular school year, the beginning date for accrual of seniority will be adjusted by one day for each day the employee is on the approved unpaid leave, other than Family Leave.
30. Separation: Leaving a position; includes resignation, dismissal layoff or retirement.
31. Statutory Overtime: Is used for non-exempt employees only. It is all hours worked in excess of forty (40) hours in a regular seven (7) day work period.
32. Suspension: An enforced absence of an employee without pay for disciplinary purposes or pending investigation of charges made against an employee.
33. Temporary: Employment on a basis other than permanent or probationary, i.e., in a limited-term or provisional status.

- 34. Transfer: A voluntary (employee initiated) or involuntary (District initiated) change in assignment from one (1) job site to another in the same classification within the bargaining unit.
- 35. Union: Local 1021, Service Employees International Union AFL-CIO/CLC.
- 36. Workday: A twenty-four (24) hour period that begins with the start of a work shift.
- 37. Work Shift: The hours that an employee is scheduled to work within a workday.

ARTICLE I - RECOGNITION

- A. The DISTRICT recognizes SEIU, Local 1021, hereinafter referred to as the Union, as the exclusive representative and bargaining agent for the Classified Employees Unit. The Classified Employees Bargaining Unit consists of all employees in classifications listed in Appendix A, excluding substitutes and short-term employees. Classified employees working less than full time are included in the bargaining unit.
- B. All newly created positions or classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions (See Appendix F) describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. The District agrees to meet and negotiate with the Union regarding the job description and appropriate salary range for all newly created job classifications or positions which would be represented by the unit once established.

ARTICLE II – UNION RIGHTS

Re-write

- A. Exclusive Right to Represent: SEIU Local 1021 and its authorized representatives shall have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation. Upon submission of a final judgment, which will act as a lien for services rendered by the Union or a voluntary employee authorization, the District Office shall deduct such assessments.
- B. Employee Contact: Except as provided elsewhere in this Agreement, any authorized Representative shall have the right to contact individual employees working within the represented unit, during normal business hours, on matters of Union business
- C. Communications: The Union shall have use of District bulletin board to communicate with District employees.
- D. Employee Lists

1. District Office shall provide the Union with the names and home, status member or Fee payer of all employees within the bargaining unit, their classification and worksite on a quarterly basis.
 2. The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Agreement, or to allow others to use any information for commercial gain not in a manner that would violate those rights. With respect to this promise, Union agrees to indemnify, defend and hold harmless the District Office, its officers, employees and agents from any claim, liability or damage arising from Union's breach of its duty under this memorandum.
- E. New Employee Orientation
1. Each new bargaining unit employee shall, upon hire, be provided with either a copy of the SEIU Local 1021 or access to an electronic copy of this Agreement in addition to a new employee letter from the Union. The District Office shall inform the Union with the name, home address, worksite and classification of all new unit members. The District will notify the Union Field Representative within five (5) days of employment either by letter or e-mail.
- F. The District Office shall provide the designated Union representative with a Board packet prior to each Board meeting containing the agenda and all available backup materials, which are public information.
- G. Meet and Negotiate Session: The District Office shall grant release time for four (4) Union designated unit member for all meet and negotiate sessions with management on matters pertaining to Union representation.
- H. The Union will provide the District Office with a list of Officers and Job Stewards at least once a year, and more often upon request. The Union will notify the District Office whenever officers change.
- I. Dues and deduction: The SEIU Local 1021 shall have the sole and exclusive right to have organization dues and service fees deducted, for the employees in the unit, by the district
1. The District agrees to deduct all dues, insurance premiums and assessments from the pay of employees who have authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted
 2. Dues shall be paid directly from District to SEIU 1021
- J. Union Security
1. All employees represented by SEIU, Local 1021 shall either join the Union, or pay to the Union a service fee in an amount equivalent to, but not exceeding the regular monthly membership dues uniformly required of Union members, for the duration of the Agreement.
 2. Payroll Deduction: The District Office agrees to deduct all Union dues, service fees, insurance premiums and assessments from the pay of those

employees who have authorized that such deduction be made and as provided in Section 3 of this Article. The amounts deducted shall be remitted promptly to the Union or its designee, with an alphabetical list of the employees from whom deducted. The list shall include the employee's name, and dues or service fees deduction amount.

3. **Dues Check Off Reinstatement:** The County Office shall not deduct dues or service fees during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction or service fees upon the return of the employee to the bargaining unit. The term separation from the bargaining unit includes transfer out of the unit, layoff, and a leave of absence without pay with duration of more than thirty (30) days.
4. **Maintenance of Membership:** A union member may terminate their membership giving written notice to the Union and the District Office thirty (30) days prior to the expiration of this Agreement. Each employee who is a member and who decides to terminate membership shall become a Service Fee payer and the District Office shall continue payroll deduction for the amount of the service fee.
5. **Fair Share Service Fee:**
 - a. A Fair Share Service Fee provision consistent with State law has been implemented and is applicable to all employees in the bargaining unit. Under this fair share service fee provision, union membership remains voluntary, however, if an employee decides not to join the Union because of religious, moral or ethical convictions the employee shall pay a service fee shall alternatively pay an equivalent amount to the Sonoma County Child Abuse Council, to the Sebastopol Education Foundation, or Greenacre Homes. .
 - b. The amount of the service fee shall be determined in accordance with Section 32991 of the regulations of the Public Employment Relations Board and Fair Share Service Fee payers shall be notified concerning such fees (Regulation 32992) and the appeal and escrow provisions of Sections 32994, 32995, and 32996 of such regulations.
 - c. If the form authorizing payroll deduction is not returned to the District Office within Thirty (30) calendar days after receipt by the employee under this article are not received; the District will automatically deduct the amount of the Agency Service fee as required by law and edited by negotiation.

6. Union Obligations: The Union shall comply with all applicable statutory and Public Employment Relations Board requirements and to furnish any information needed by the District Office to fulfill its obligations under this Article.
 7. District Office Obligations: The District Office's sole obligation under this Article shall be to make the deductions required under this Article.
 8. Copies of the Agreement
 - a. Within five (5) days of the date of hire, the District shall provide each new employee with a copy of the "New Employee Letter" as listed in Appendix C, a link to Agreement on the website, and the Union standard introductory packet. The Union shall provide the necessary number of copies of the above documents to the District at no charge.
 - b. Within sixty (60) days after the ratification of this Agreement, the district shall provide via email this Agreement in pdf to every bargaining unit employee. The Union shall have a reasonable opportunity to review the draft for accuracy before it is printed
 - c. Paper copies of this Agreement will be provided to any member upon request to the Job Stewart.
 9. Once the District has completed the dissemination of information listed in (3) above, the Union shall be responsible for enforcing the Union security provision. The Union will make reasonable efforts to ensure compliance with the Union security clause by informing any noncomplying employee of his/her rights and obligations under this provision. After these attempts to encourage voluntary compliance have been exhausted, the Union may enforce this Union security provision through a Small Claims Court action.
 10. The District shall provide the Union with the name, work site, classification, work hours, work phone number of all newly hired employees using a copy of the form listed in Appendix D. Such notice shall be postmarked within ten (10) calendar days of the date of hire.
- K. Job Stewards: The Union may designate up to six (6) job stewards from among its employees in the bargaining unit to handle grievances pertaining to this Agreement.
1. The Union shall provide the District with a list of the Job Stewards and the employee grouping that each Stewart represents.

2. The Job Steward will receive a reasonable amount of release time for the processing of each grievance. The amount of time will be discussed and agreement shall be reached with the Superintendent or designee.
- L. Employee Lists: The District shall provide the Union with a copy of the annual Staff Directory in January of each year.
- M. Union Business Release Time: The District will provide up to twenty (20) hours per fiscal year release time for the Chapter Chairperson and job stewards provided the Union reimburses the District for the cost of substitute, if any, to attend to Union business away from the work site.
- N. Meetings and Correspondence
1. The Union and its members shall have the right to use school facilities at reasonable hours for regular business meetings.
 2. The Union shall have the right to post notices of activities and matters of concern to the Union and members on bulletin boards in the work sites and may use the intra-District mail service to communicate with represented employees.

ARTICLE III – EMPLOYEE RIGHTS

- A. Personnel Files
1. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file. Employees shall be provided with copies of any derogatory written materials ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material to acknowledge that they have seen the material; and to prepare a written response to such material. The written response shall be attached to the material.
 2. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District affairs or the supervision of the employee. Any other person who has examined a personnel file shall sign and date in the space provided within the file. The employee will be notified in writing each time a person other than District Office staff examines the employee's personnel file. The employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee.

Any person who places written evaluation material or drafts of written evaluation material shall sign the material and signify the date on which such material was

drafted. Any written evaluation materials to be placed in a personnel file shall indicate the date placed in the file.

3. No adverse action of any kind shall be taken against an employee based upon materials which are not in the employee's personnel file. No action for discipline or dismissal shall be based solely on incident(s) or causes which occurred more than two (2) years prior to the date of the notice of intended disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

B. Performance Evaluations

1. Employees shall be evaluated by their immediate supervisor annually.
2. The evaluation shall be in writing, shall be reviewed with the employee, and a copy shall be provided to employee. The employee shall have the opportunity to respond in writing and to have such response attached to the evaluation.
3. Evaluations shall include narrative remarks to support the overall rating.
4. New employees shall be evaluated two (2) times during their first year of employment, once within the first six (6) months, and at the conclusion of the school year.
5. Observations of any employee's conduct or any other concerns regarding employees conduct shall not be referenced in the employee's evaluation unless the employee's supervisor has brought the concern or observation to the employee's attention prior to the evaluation.

Any informal written material such as notes regarding the conduct of an employee must be dated and must be discussed with the employee in an informal meeting held within ninety (90) days of the alleged infraction or it may not be included in the personnel file nor included in the evaluation.

The suggested purpose of the informal meeting is:

- (a) a clear statement of the problem;
- (b) an opportunity for clarification or informal response by the employee, and
- (c) the supervisor's statement of expected conduct.

- C. No Discrimination: The Union and the District agree not to discriminate against any employee because of age, sex, sexual orientation, , ethnicity, creed, national origin, political affiliation, or lawful organizational activities.

- D. Complaints: If there is a complaint against an employee, the District will follow the procedures in the Board policies regarding complaints. [Board policies 1312(a), 1312(b), 1312(c) and 1312.1(a)]

ARTICLE IV – HOURS AND OVERTIME

Employees covered by this Agreement shall be paid for all hours worked in accordance with all other provisions of the Agreement and in accordance with the Fair Labor Standards Act (FLSA), to the extent the Act applies to the District.

The length of the work week and work day shall be as follows:

- A. **Full-Time Work**
All full-time employees within the bargaining unit shall have a normal work week of forty (40) hours, Monday through Friday. The normal work day for all full-time employees shall be eight (8) hours of work commencing with the start of the work shift.
- B. **Part-Time Work**
Part-time employees shall have a regular work schedule of less than forty (40) hours of work within a five (5) day period, Monday through Friday. The normal work day for all part-time employees will be eight hours or less.
- C. **Hours of Work and Work Days**
In accordance with the provisions of Article XVI, any mandatory increase or decrease in the hours or days assigned to an employee of a position must be negotiated with the Union. The number of work days in a year for each classification are contained in Appendix B.

Work days and hours for newly created positions will be negotiated with the Union. In the event of a vacancy the supervisor will make contact with representatives from SEIU and discuss any change in hours and/or days prior to recruitment and selection.

- D. **Overtime**
 - 1. **Overtime Defined:** When an employee works longer than forty (40) hours per week, eight (8) hours per day, or any regular day off or holiday as defined by this Agreement. “Works” shall include all hours in pay status.
 - 2. **Overtime Compensation:**
 - a. All bargaining unit employees shall be compensated for overtime hours worked at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.
 - b. An employee assigned to overtime and eligible for comp time shall make an irrevocable choice each time such overtime is assigned whether to be compensated in cash or in comp time off until a maximum of two hundred and forty (240) hours of comp time has been accrued. When an employee is assigned to work overtime and has over two hundred and forty (240) hours of accrued unused comp time, the overtime shall be paid in cash. Compensatory time off shall be arranged at a time agreeable to the employee and his/her supervisor. An employee may not use more than eighty (80) hours of comp time at any one time without prior approval of the Superintendent. Each employee who is separated from service shall be entitled to payment for

previously approved and documented accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

3. All overtime must have the prior approval of either the Building Principal, the designated classified supervisor, or the Superintendent. Except in case of emergency as defined in this Agreement, an employee who works overtime without securing prior approval may be subject to disciplinary action.
4. Employees are not required to attend school events beyond their regular assignment or to take work home.
5. Except in the case of emergencies, overtime shall be on a voluntary basis.

E. Meal, Rest Periods, and Split Shifts

1. Meal Periods and Split Shifts

- a. Full-time employees shall be granted a duty-free meal period during each work shift. Said meal period shall not be less than thirty (30) minutes, not more than ninety (90) minutes, at or near the midpoint of the work shift. Each part-time employee employed for more than four (4) hours per day shall be entitled to an uncompensated duty-free meal period, if the employee so desires, during each work shift.
- b. Employees who have a non-duty-free meal period and are required to work during the meal period will bring the matter to the attention of their supervisor. The employee will either be granted overtime, CTO, or be allowed to go home early.
- c. In the event that the District wants to schedule a meal period longer than ninety (90) minutes for an employee, other than an employee working in the Child Care Program, the District and Union agree to meet and negotiate a split shift differential.
- d. For employees of the Child Care Program the following incentive pay will be paid in lieu of a split shift differential:

<u>Classification:</u>	<u>1st Payment:</u>	<u>2nd Payment:</u>
Lead CC Aide	\$125 December	\$275 June
CC Aide	\$100 December	\$200 June

Payment of the incentive pay will be made on the December 10th supplemental payment and the June 10th supplemental payment. Payments are based upon the fiscal year of July to June, and include the following eligibility restrictions:

- (1) To be eligible for the first payment in December of the fiscal year the employee must have been an employee of the District as of September 15th and have continuously remained in pay status with the District through December 10th.

- (2) To be eligible for the second payment in June of the fiscal year the employee must have been an employee of the District as of January 15th and have continuously remained in pay status with the District through June 10th.
 - (3) Employees of the Child Care Program hired after July 1, 1999 are not eligible for incentive pay.
 - 2. Breaks: All bargaining unit employees shall be entitled to rest breaks of at least ten–fifteen (10–15) minutes for each three–four (3-4) hours worked.
- F. Call Back Pay: Employees who are called back to work are eligible to receive a minimum of two hours pay at the overtime rate if the reason for the call back is an emergency and the employee is an 8 hour per day employee. (E.g. maintenance/custodial – safety hazard at school campus.) Part-time (less than eight hours per day) employees who are called back for service beyond their workday and agree to the service in advance will be compensated at their hourly rate for at least one hour of service as scheduled. Part time employees who are called back for an emergency service that is not previously scheduled will be compensated for a minimum of one hour at the overtime rate provided the call back is not related to the employee’s neglect of duty.
- G. Employee Work Year
 - 1. The work year for all classifications is contained in Appendix B.
 - 2. Compensation: All school year employees’ annual compensation, including vacation days and holidays shall be paid in ten equal monthly installments.
 - 3. Notice of Assignment: Each Instructional Aide will be given written notice of their assignment for the school year no later than five (5) business days prior to the first day of the school year.
- H. School Office Manager Work Year
 - 1. The School Office Manager annual compensation, including vacation days and holidays shall be paid in eleven (11) monthly installments. Vacation accrual shall continue as provided in Article IX, Vacation of this Agreement.
 - 2. The School Office Manager work year shall begin ten (10) work days prior to the first day of the instructional year and shall end five (5) work days after the last day of the instructional year. The School Office Manager and Site Administrator will schedule days beyond 195 by mutual agreement. The three (3) additional days may be used differently at each site.
 - 3. At the request of the Site Administrator and with the approval of the Superintendent, the School Secretary will work beyond the one hundred and ninety-eight (198) days. Any days worked beyond the one hundred and ninety-eight (198) shall be paid at the

employee's regular rate of pay, exclusive of overtime, and all normal benefits shall be accrued. If required to work overtime the provision of Article IV-Overtime, shall apply.

- I. Change of Schedule: Any permanent change in days or hours of work of an employee shall entitle the employee to overtime compensation for all hours worked outside his/her regular work schedule, unless the District has given the employee five (5) days advanced notice, or unless the employee requested the change.
- J. Status Quo for Hours and Work Year
The deletion of various contract clauses in Article IV (previous MOU) mentioning hours of work or days in the work year affecting discrete classifications do not include an intention to change the status quo for existing bargaining unit employee and/or positions.

ARTICLE V - PAY AND ALLOWANCES

- A. Salaries
 - 1. Salary Schedule: The salary schedule is as provided in Attachment B of this agreement. There shall be a total of eight (8) steps for each range. Classifications shall be placed on ranges as provided in Appendix B.
 - 2. Salary Schedule Adjustments: The salary schedule will be adjusted effective per negotiated Agreement.. (See Attachment B.)
 - 3. Salary Schedule Step Movement: Except as provided below in this section, each employee will move one step annually on July 1st of each year until the employee reaches the top step for the range.
 - a. Each newly hired permanent employee, who is employed by the District in a position on or before November 1st, will receive his/her first step increase on the immediately following July 1st. Each newly hired employee who was employed by the District after November 1st will receive his/her first increase on the second July 1st after his/her date of hire.
 - 4. Effect of Unpaid Leave: An employee on approved unpaid leave, other than Family Leave, for more than one month during the school year, will have his/her hire date adjusted by one day for each day the employee is on the approved unpaid leave for the purpose of determining seniority. (Movement of step on July 1st will occur only if the employee has been in paid status the equivalent of 75% of the days of the established position for the previous year.)
- B. Longevity Pay: Longevity pay will start July 1st of the fiscal year in which the employee will reach the required length of service. If the hire date was after March 1, longevity pay will

begin the following July 1. (For an example an employee's eleventh year of service begins October 1st, the employee's longevity pay begins July 1st of the same year.) The District shall provide longevity pay to employees based on continuous years of service to the District as follows:

Completed Years of Service:	Pay Increase:
10	3.0%
15	4.0%
20	5.0%
25	6.0%

- C. Mileage: An employee who provides a motor vehicle for travel required of him/her in the performance of District business shall be reimbursed at the current IRS rate per each mile driven.

- D. Salary Schedule Placement:
 1. Advanced Step Placement: The District, at its discretion, may place newly hired classified employees on the salary schedule up to Step 3 of the range. Such placement shall be based on past experience and training which is above the minimum or desirable experience and training stated in the job description.
 2. Reinstatement: Any permanent employee who is laid off and who is rehired or reinstated in the same class or a closely related class within 39 months after his/her resignation or layoff shall be paid at the salary step at which he/she was paid at the time of separation.
 3. Salary Upon Promotion: An employee who is promoted in a classification allocated to a higher salary range than the classification from which he/she was promoted shall receive that salary of the step of the salary range for the new classification which would constitute an increase of at least five percent (5%), but not less than step 1 of the salary range for the new classification, and no higher than the top step of the new range. In addition, if an employee is entitled to longevity due to years of service to the District, the longevity percentage shall be added to the salary of the employee who has been promoted.
 4. Salary Placement When Assigned to More than One Position: If an employee is employed by the District in more than one position in the same classification, the employee's step placement will be the same step of the salary range as the employee held in the original position. If an employee is employed by the District in a new classification which the employee has not held before, but is on the same salary range, the District may do advanced step placement as provided in 1. above.
 5. Simultaneous Salary Movement: If an employee is scheduled to move to another step on the salary range during the same month in which an employee accepts a promotion

or additional position, the step movement will be applied first and then the placement due to promotion or acceptance of more than one position.

- E. **Salary Upon Transfer:** When an employee transfers from one position to another in the same classification, the employee shall continue at the same step of the salary range. The employee's anniversary date for advancement on the range will remain the same as it was prior to the transfer.
- F. **Salary for Working Out of Class:** An employee assigned to perform work on a higher classification and who serves continuously for five (5) consecutive work days, shall be paid in accordance with Education Code Section 45110.

As per the Side Letter of Agreement dated March 21, 2000, in the event of an absence of an Office Manager, the School Office Clerk during his/her work hours may assume some of the responsibilities of the Office Manager for the effective operation of the office during the absence. Effective July 1, 1999, the Office Clerk will be compensated at his/her assigned step and range as an Office Clerk during the assigned hours of the Office Clerk in the event of an absence of the Office Manager. Upon mutual consent of the School Principal and the Office Clerk, the Office Clerk may work additional hours per day at his/her hourly rate if the Office Manager is absent beyond the daily work shift of the Office Clerk. In neither of the circumstances above will the work of the Office Clerk be considered a substitute position. The work of the Office Clerk will be extended for appropriate coverage in the office to serve staff and the public. When five consecutive days of absence have elapsed for the Office Manager, the District may, as an option, seek mutual consent from the Office Clerk to work as a substitute at which time the level of compensation would comply with Education Code Section 45110.

- G. **Stipend for Education:**
 - 1. An employee who wishes to complete job-related education beyond the minimum requirement for the position may make a request in writing to the Superintendent for prior approval.
 - 2. If the Superintendent provides prior approval for the educational activities, the employee shall receive a one-time stipend of \$30 per unit (for purposes of this section, 12 hours = 1 unit.)
 - 3. Superintendent approval shall be based upon the relevancy and likelihood that the educational activity will directly improve the performance or the capacity by which the employee will carry out the responsibilities and roles of the position.
 - 4. For purposes of this Section, "hours" means time spent attending a workshop, seminar, technical school, or other such educational program or training. Where college units are not awarded, a full day workshop will be counted as one unit.
 - 5. The employee must submit written proof of satisfactory completion of the course, workshop, etc.

6. Courses or workshops taken on paid work time and/or paid for by the District will not count toward the hours or units necessary to qualify for this stipend.
7. Each employee may only receive credit for up to 12 units per any one fiscal year.
- H. Food Service Workers. Effective July 1, 2004 this position will be paid at Range C (move from Range B).
- I. Child Care Site Directors. Effective July 1, 2004 this position will be paid at Range F (move from Range E).

ARTICLE VI - TOOLS AND EQUIPMENT

- A. Tools: The District agrees to provide all tools and supplies it deems necessary to bargaining unit employees for the performance of employment duties.
- B. Safety Equipment: The District agrees to provide any safety equipment necessary to employees for the safe performance of employment duties.

ARTICLE VII - HEALTH AND WELFARE BENEFITS

A. Full-Time Benefits

1. Effective July 1, 2014, SEIU membership will contribute to the health benefit cost by having each participating member pay half the difference between \$969 and the cost of the plan they choose. Members who choose PPO 10 will not incur any out-of-pocket costs for benefits in 2014-2015
2. The District will continue to pay the full cost of premiums for the following plans that are currently offered in the District for 2014-2015:
 - Dental Dental
 - Vision Service Plan
 - Provident Life and Accident
3. Section 125 Plan
 - 3.1 A Section 125 Plan will be put in place for unit members. The initial plan will run through June 30, 2016.

- 3.2 A full Section 125 Plan will run from July 1, 2014, through June 30, 2016. The unreimbursed medical maximum under the Plan will be \$3,600 per year. Unspent amounts go to the District and are to be administered by a third party (currently American Fidelity).
- 3.3 If an employee has out-of-pocket premium costs that are not covered under the Section 125 Plan, the employee shall provide the District with monthly checks to cover those costs for July and August by June 30th (separate check for each month).

3.4

B. Part-Time Benefits

1. The District will provide health/welfare benefits on a pro-rata basis to part-time employees whose regular daily work hours, exclusive of noon duty supervision, are four (4) hours or greater.
2. Effective March 1, 1998, hours worked by a District employee in more than one position will not be counted in determining if an employee is eligible for health, dental, or vision benefits, unless one of the positions is for at least 4 hours per day, or the total hours worked exceed 6 hours per day. Such hours will also not be counted for proration of the District's contribution towards health, dental, or vision benefit premiums, unless one of the positions is for at least 4 hours per day, or the total hours worked exceed 6 hours per day. This provision shall not affect employees who were enrolled in health, dental, and/or vision benefits as of February 28, 1998.
3. Summer Benefits: For employees who work less than 12 months per year, and who have expressed his/her intent to return to his/her position at the beginning of the school year, the District shall continue to pay its share of the cost of the premium as specified above in this Agreement during the summer months. The employee shall continue to pay his/her share of the premium for the summer months. Should an employee fail to return to work at the start of the school year, the employee shall be liable for the full cost of the summer premiums paid by the District.

C. Benefits for Retirees: The District shall make available, according to the carrier's policies, to the retired employee, continued participation in health insurance plans provided for active employees and their dependents, provided he/she pays the cost of such coverage by the 30th of the month preceding each month of coverage. Such retired employees shall be responsible for payment of the full premiums unless otherwise arranged with the District under an early retirement program

D. Change In Plans: There shall be no change in health, dental, or vision plans without written agreement of the Union during the term of this Agreement. The Union agrees to reopen

negotiations on the subject of plans offered whenever the District believes it has found a less expensive plan providing the same or better coverage.

E. COBRA: Under certain circumstances as provided by law under COBRA a former employee, an employee's former spouse, and/or an employee's dependent may be entitled to continue participation in the group health insurance plans at no cost to the District. Please see Appendix E for the specific criteria for entitlement for coverage.

F. TB Tests & Fingerprinting:

1. The District agrees to pay the full cost for any TB test required as a condition of employment or continuing employment.
2. The District shall receive a background clearance check prior to the first day of service. The cost of such clearance shall be borne by the District.

G Unit members, previously grandfathered to a certain level of health and welfare benefit in the previous collective bargaining agreement will maintain that particular level of benefit (see side letter dated 4/1/99.)

H. In accordance with negotiations in spring 2004, the District will explore having a one-time open enrollment for dental and vision in September or October.

ARTICLE VIII - HOLIDAYS

A. The following shall constitute paid holidays for all bargaining unit employees:

1. New Years Day (January 1)
2. Martin Luther King's Birthday (3rd Monday in January)
3. Lincoln's Birthday (February 12)
4. Washington's Birthday (3rd Monday in February)
5. Floating Holiday – one day
6. Memorial Day (Last Monday in May)
7. Independence Day (July 4)
8. Labor Day (1st Monday in September)
9. Admission Day** (September 9) In lieu day.
10. Veteran's Day (November 11)
11. Thanksgiving Day and the Day After Thanksgiving
12. Christmas Day (December 25)
13. Every day appointed by the President or the Governor of this state, as provided for in subdivisions (h) and (3) of Section 37220 of the Education Code for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.

B. Holiday Observance:

1. If a paid holiday falls on a Saturday, the preceding Friday shall be the holiday. If a holiday falls on a Sunday, the following Monday shall be the holiday.
2. Those employees who normally work on Christmas and New Year's Eve shall be excused from their work sites early, upon determination by their supervisor, that all work assignments have been satisfactorily completed for that day. There shall be no loss in pay for such early dismissal.

C. Compensation for Holidays

1. Holidays Worked: Any employee required to work on any paid holiday shall be paid at the appropriate overtime rate for all hours worked. Such compensation shall be in addition to regular holiday pay.
2. Full-Time Employees: Each full-time employee shall be compensated with eight (8) hours pay for each of the holidays listed above to which they are entitled under the provisions of this Agreement as specified in Appendix B.
3. Part-Time Employees: Each part-time employee shall be compensated for all holidays listed above to which they are entitled under the provisions of this Agreement on a pro rata basis as specified in Appendix B. The proration shall be based as on the number of hours the employee is normally scheduled to work per day with the following exception: Part-time custodians scheduled to work full time during summer vacation and winter breaks shall receive eight (8) hours holiday pay for Christmas, New Year's Day, and July 4th.
4. In the event that the State or Federal Government increase the number of paid holidays that are applicable to SEIU members, the one day floating holiday will be eliminated as a paid holiday for all bargaining unit members.
5. In-lieu day. Compensation for the in-lieu day will be paid as part of the annual salary for employees with a less than twelve (12) month schedule, rather than being taken off during the year. The in-lieu day for twelve (12) month employees shall be a paid day off on a date mutually agreed to by the employee and his/her supervisor. If the employee and the supervisor do not reach agreement, the employee may bring the issue to the attention of the Superintendent.
6. For employees working less than twelve (12) months, they shall have holidays paid as part of annual pay including floating and in lieu days.

ARTICLE IX - VACATION

A. Accrual Rate

1. Effective October 1, 1985, each bargaining unit employee who has completed the following years of service shall accrue vacation leave at these rates:

<u>Completed Years of Service</u>	<u>Accrual Rate</u>
0 - 5 years	1 day/month
6 - 10 years	1 ½ day/month
over 10 years	2 days/month

2. Part-time employees shall accrue vacation benefits on a pro-rata basis, based on the number of hours worked per month.
3. For purposes of vacation accrual, all aides and school office managers shall be considered employees of the District through June 15 of each year.

B. Vacation Schedules

1. Vacation time may be taken off by an employee upon application to the immediate supervisor at a mutually agreeable time, so long as the use of vacation time does not unduly disrupt the operations of the District. Each employee who has accrued vacation time and is scheduled to work during the winter break, may take up to two (2) vacation days during the winter break with prior approval of the employee's supervisor. The employee must submit the vacation request at least ten (10) working days in advance of the time off request. Requests for more than two (2) days of vacation time off during the winter break will be considered on a case by case basis. Denials may be appealed to the Superintendent. In the event of conflicts, seniority and rotation will be considered in the scheduling of vacations.
2. Holiday(s) falling within a vacation period shall not be counted as a vacation day.
3. Vacation time is not cumulative and must be taken or paid off not later than the year following the fiscal year in which it was earned.
4. Employees who work less than twelve (12) months per year are paid for vacation leave as part of their annual salary, which is paid once a month, and therefore, do not take paid vacation days off during the year.

- C. Payment for Unused Vacation: Each bargaining unit employee shall be entitled to payment of unused, accrued vacation to be computed on the basis of the employee's regular hourly rate of pay.

ARTICLE X - LEAVES

A. Sick Leave

1. Sick Leave Accrual

Each bargaining unit employee shall accrue and accumulate sick leave with full pay at the rate of one (1) day per month of employment. Sick leave is cumulative without limit.

When hired, each probationary employee is credited with the number of days of sick leave equal to the number of months of service scheduled from the date probationary employment began until the following July 1, subject to prorating as necessary. Each July 1, thereafter, the employee is credited with the amount of sick leave that will accrue for service scheduled during the ensuing fiscal year.

For purposes of sick leave accrual, all Aides and School Office Managers shall be considered employees of the District through June 15 of each year.

2. Use of Accrued Sick Leave: When circumstances justify, an employee may use the amount of sick leave credited to his/her account at the beginning of the leave. However, new employees may use only six (6) days of such leave until the first day of the calendar month following completion of six (6) months active service with the District. An employee absent due to personal illness or injury will receive the same pay he/she would have received had he/she worked his/her regular schedule on that day.

3. Verification of Illness or Incapacity: The administration may request a doctor's statement for absences when there is any reason to doubt the validity of an employee's excuse.

4. Other Authorized Use of Sick Leave: Employees may use the amount of sick leave necessary to undergo medical or dental treatment or examination.

5. Sick Leave During Maternity: In case of expected maternity, an employee shall be permitted to use sick leave upon written application to the Superintendent, or designee, through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the mutual agreement of the employee, the employee's physician, and the Superintendent or designee, based on the employee's physical disability as certified by her physician and on the best interests of the welfare of the employee and the District. Any period of actual physical disability connected with a disability caused or contributed to by a pregnancy, miscarriage, abortion, childbirth, or recovery therefrom shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefit shall be available to the employee.

Physical disability, for purposes of this section, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual

disability shall be supported by written statement from the employee's physician. Complications arising from pregnancy shall be treated in the same manner as any other absence for illness. Leave beyond the period of actual physical disability may be granted. However, no compensation, sick leave or employee benefits will be granted.

B. Emergency Personal Leave:

1. Emergency Personal Leave may be utilized by an employee who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off duty hours.

A maximum of seven days per year of accumulated sick leave may be used by an employee for Emergency Personal Leave. The employee shall submit a request for Emergency Personal Leave not less than one work day prior to the beginning date of the leave, except where emergency circumstances make such notice impossible. The prior approval requirement shall not apply to the following circumstances: Death or serious illness of a member of the immediate family and accident involving the employee or his/her property, or the person or property of a member of the immediate family.

When prior approval is not possible, the employee shall notify the District as soon as reasonably possible and shall notify the Site Administrator of the expected duration of the absence. The Site Administrator is responsible for granting or denying all Emergency Personal Leave requests.

2. Personal Business Leave: A maximum of two (2) days leave, deducted from sick leave, shall be granted to a classified employee for urgent personal reasons; the employee need not supply the District with the proper use of Personal Business Leave. The following are not to be considered proper uses of Personal Business Leave.

- a. Political activities or demonstrations
- b. Vacation, recreation, or social activities
- c. Extension of a school holiday or vacation
- d. Unit member's association activities
- e. Pursuit of other employment

C. Industrial Accident or Illness Leave: Pursuant to the provisions of Education Code Section 45192, a classified employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the company providing the insurance.

2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) days in any fiscal year. Industrial Accident or Illness will commence on the first day of absence.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his duties on account of industrial accident or illness, he shall be paid for any month in which absence occurs, as when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal and other authorized contributions.
9. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the District.
10. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the governing body authorizes travel outside the state.
11. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Section 45191), and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which when added to his temporary disability indemnity will result in payment to him of not more than his full salary.
12. Single Income for Paid Leaves - Administrative Procedures: During all paid leaves of absence, whether industrial accident leaves, sick leave, vacation, compensated time off, or other available leave provided by law or by action of the Board of Education, the employee must endorse to the District wage loss benefit checks, received under

worker's compensation laws of the state. The District, in turn, will issue the employee appropriate warrants for payment of wages or salary and will deduct normal retirement and other authorized deductions.

13. Job related Illness/Injury Duties Adjustment/Reassignment When an employee suffers a job-related illness or injury, the District agrees to follow the provisions of the Americans with Disabilities Act and all other federal, state, and local regulations and laws concerning reasonable accommodation.
- D. Bereavement Leave: All District personnel shall be allowed three (3) days absence without loss of pay in case of death in the immediate family. Five (5) days leave shall be allowed if travel of over 300 miles one-way is involved. Employee shall indicate on absence verification that travel over 300 miles one-way was required. The immediate family is defined to mean husband, wife, father, mother, brother, sister, child, mother-in law, father-in-law, grandmother and grandfather of the employee or spouse, or anyone who over a period of time has had the place as such member. (The provisions of this leave are not cumulative.) If an employee needs to be absent from work for a period longer than provided under bereavement leave, the employee may use Emergency Personal Leave as defined in Section B.
- E. Leave for Jury Duty: Bargaining unit employees may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay. Any amount paid for services on a jury or as a witness, however, becomes due and payable to the District, except that an employee may retain any fee paid as a travel allowance. An employee serving on a jury who has a work shift that begins on or after 12: 00 p.m. shall be placed temporarily on the day shift for the duration of that service, and the employee shall be considered to have worked his/her shift for that day.
- F. Subpoena Leave: If a bargaining unit employee is subpoenaed as a witness in court, or appears as a witness for the Board of Education without a subpoena, no salary deduction will be made for such absence. However, any amount received as witness fees must be endorsed to the District and forwarded to the District Office. A subpoena or letter from the attorney representing the Board stating that employee was called as a witness for the Board must be filed with the District Office in accordance with provisions of the Ed. Code. An employee serving as a witness, who has a work shift that begins on or after 12:00 p.m., shall be placed temporarily on the day shift for the duration of that service, and the employee shall be considered to have worked his/her shift for that day.
- G. Temporary Military Leave:
1. A bargaining unit employee who is a member of the reserve corps of the armed forces of the United States of America, the National Guard, or the Naval Militia is entitled to temporary military leave of absence in accordance with provisions of Section 395 of the Military and Veterans Code and Section 33530 of the California State Education Code.

2. All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the employee would file a written request to the District Office giving full particulars therein before requesting orders for active duty training. A copy of this written request should be given to the immediate supervisor.
 3. A copy of the military orders must accompany the request for leave.
- H. Conference Attendance: One bargaining unit employee who attends SEIU State Conference as an official delegate may do so without loss of pay or vacation time for up to two (2) days. While the District will give the employee time off for conference attendance as an official delegate, it will not pay any portion of the expense incurred.
- I. Holidays During Leave: When a holiday occurs during a paid leave of absence (vacation, illness or other), the holiday shall not be charged as a day of leave.
- J. Benefits Upon Returning From Leave: When a permanent bargaining unit employee returns to duty following a leave, he or she is entitled to all previously accumulated sick leave benefits, but he or she will not be granted any accumulation of either sick leave or vacation leave for the period of his or her absence. If an employee elects to discontinue a benefit during a family leave, at the end of the family leave the employee is entitled to reinstate the benefit at the same level as they were participating prior to the leave.
- K. Benefits Upon Retirement or Termination: Upon retirement or termination, an employee shall be paid in full for all vacation. As long as such is allowed and provided for by law, each employee hired before July 1, 1980, who separates from District service through retirement, shall be entitled to have all unused accrued sick leave credited to the employee's hours of service credits for purposes of retirement under PERS.

For the term of this agreement, the District will continue to discuss retiree benefit packages on an individual basis. Any agreement shall be of mutual benefit to the District and the employee. The Union will be consulted with regards to any such retirement agreement.

- L. Leave Without Pay
1. Classified employees shall be eligible for leave of absence without pay for periods not to exceed twelve (12) months, when approved by the Board of Trustees, for reasons including, but not limited to illness, disability, pregnancy, study or travel.
 2. An employee on an unpaid leave of absence shall be entitled to return to a position in the same job class. Provided that there has not been a reduction in force or hours, such employee shall be entitled to a position with the same number of assigned hours as that which he/she held prior to commencement of the leave. It is understood that the District shall not be obligated to return the employee to a particular work site.

3. Should an employee exhaust sick leave and go on medical or maternity leave without pay, the District will continue to pay the employee's normal insurance contributions for the first thirty (30) days.
4. An employee whose medical benefits are not paid by the District, may elect to continue participation in the health benefit plans at the employee's own expense for the period of time the employee is on an approved leave of absence, subject to carrier approval.
5. A leave without pay will not adversely affect an employees eligibility for vacation or longevity pay entitlements based on time worked before and after the leave.

M. Child-Rearing Leave

1. A child-rearing leave without pay may be granted to an employee regardless of the child's age. Child-rearing leave may be granted after the birth of a child, when an employee adopts a child, or when other circumstances warrant such leave. Child rearing leave may be used in addition to any maternity leave an employee may be entitled to receive. The employee may request a leave for up to six (6) months and may apply for one additional 6 months leave.
2. The employee shall be reinstated to his or her former classification at the expiration of said leave. However, such employee is subject to transfer and/or reassignment on the same basis as other unit members.
3. During an approved child-rearing leave, the employee shall be entitled to continue all medical insurance coverage (health, dental, vision), at the employee's cost. The employee shall provide the District payment for benefits by the 15th of the month prior to the effective date of the coverage.
4. If both parents are District employees, child-rearing leave may only be extended to one parent.
5. No later than three (3) weeks before the end of an approved child-rearing leave, the unit member shall notify the District Office in writing of the following:
 - a. intent to return to duties at the expiration of the leave; or
 - b. their resignation and effective date; or
 - c. a request for extension of unpaid leave.

- N. Substitutes During Leave: When an employee is on an approved paid leave, such as sick leave or vacation of more than one day, the employee may request that the District hire a substitute to cover the work assigned to that employee. Such requests shall be submitted to the Site Administrator for a recommendation to the Superintendent. When the employee is on a paid approved leave, other than differential pay, such as extended sick

leave, the employee shall continue to receive their regular pay without any deduction for the cost of hiring a substitute.

O. Catastrophic Leave

1. Definition: Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the individual for 30 calendar days or more.
2. Coverage: A permanent employee who has worked for the District for a minimum of one school year may apply, subject to approval of the Board, for coverage at the time of the injury or illness for such leave due to their own serious illness/injury or the serious illness/injury of an immediate family member, with family member defined as the spouse or dependent child.
3. Other Leaves: An employee must first exhaust all accrued paid leave before qualifying for catastrophic leave.
4. Catastrophic Leave Donation & Deduction

a. Donation:

An employee may donate sick leave or vacation time on behalf of any other District employee who qualifies to use catastrophic leave. Time donated shall be valued at the base hourly rate (for classified) or daily rate (for certificated or management) of the employee at the time of donation and converted into dollars credited to the catastrophic leave bank.

Classified employees donating sick leave and/or vacation leave to the catastrophic leave bank must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time and/or 80 hours of sick leave after the donation of sick leave time.

b. Deduction:

When an employee uses catastrophic leave the dollar amount deducted from the catastrophic leave bank will be the amount which is equivalent to the employee's hourly regular rate of pay for each hour of leave withdrawn from the bank. No employee shall be allowed to use more than the equivalent of 340 hours worth of dollars in one fiscal year, nor may the employee use more than the total number of dollars donated on their behalf.

c. Donated hours which have been converted into dollars and credited to the

catastrophic leave bank, but which were not used by the employee for whom they were donated, will not be credited back to the employee making the donation and will remain as dollars credited to the catastrophic leave bank. Such remaining dollars may be used by other employees who qualify for catastrophic leave.

- d. Catastrophic leaves shall not be used in conjunction with any long or short-term disability benefits, workers' compensation or social security. Employees on catastrophic leave shall not accrue vacation or sick leave.

P. Family Care Leave: It is the intent of this section to make available to employees leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

1. Eligibility: An employee with one year of continuous service is eligible for the leaves described below.
2. Purposes for Which Leave May Be Taken:
 - a. Birth, adoption or foster care placement of a child,
 - b. Care of a child (including foster, step, and adult children, and legal ward(s), parent (including person who stood in loco parentis to the employee), or spouse;
 - c. Disability of the employee [except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 (b)(2)] and this agreement.
3. Duration of Leave: All leave is unpaid. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period. Leave is pro-rated for part time employees. Intermittent leave in the form of reduced work days or work weeks may be taken. Intermittent leave shall be scheduled, to the extent possible, to minimize disruption to the District.
4. Time for Commencement of Leave:
 - a. Leave for birth or adoption of a child must commence within one year of the birth or adoption. Leave need not be taken at one time.
 - b. The employee shall be required to first use accrued vacation, compensatory time off and other available paid leave, except sick leave unless the leave is taken because of the employee's own illness or the employee agrees to the use of sick leave.

- c. Pregnancy disability leave is treated separately under CFRA [See Government Code Section 12945 (b) (2)].
5. Employee Notice: If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.
6. Continuation of Benefits: The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working. To the extent the District continued to pay for other benefits for employees on unpaid leaves, it must do so for employees under Family Medical Leave Act (FMLA) (federal) and California Family Relief Act (CFRA).
- If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability, life insurance, and retirement contributions. If authorized by the Education Code, members of the Public Employees Retirement System (PERS) may purchase service credit for time spent on family care leave.
- An employee who is on leave without pay under Family Care Leave, who has elected not to continue benefits while on the Family Care Leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay, subject to carrier approval.
7. Status While on Leave: Leave does not constitute a break in service for purposes of seniority or longevity.
8. Husband and Wife Employees: If both spouses are employed by the District, the aggregate leave for both employees is limited to twelve (12) weeks for the care of a newly-arrived child or sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.
9. Verification: The employee shall provide verification of the need to care for a spouse, parent or child or for the employee's own serious health condition. Verification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. The District may, at its expense, require additional medical evaluation of the employee's own health condition (but not the employee's spouse, parent, or child).
10. Serious Health Condition: A serious health condition is an illness, impairment, or physical or mental condition involving inpatient care, continuing treatment, or supervision of a health care provider.
11. Right to Reinstatement: An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent of the District employees may be denied reinstatement if the reinstatement

would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

A part-time employee who takes Family Care Leave in accordance with this section and who elects not to continue dental coverage will be allowed to re-enroll at the end of the leave. The District will request that the carrier allow the employee to participate at the same percentage level as was in effect at the time leave was initiated.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance: an allegation that the grievant has been directly and adversely affected by a violation of a specific provision of this Agreement.
2. Grievant: an employee or group of employees of the District covered by the terms of this Agreement.
3. Day: any day in which the District Office of the school district is open for business.

B. Level I: Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the grievance.

C. Level II: If the grievant is not satisfied with the decision at the Level I conference, then within ten (10) days after the informal conference, the grievant may present the grievance in writing on the prescribed form to the immediate supervisor. This statement shall be a clear, concise statement of the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, and the decision rendered at the informal conferences, and the specific remedy sought.

The immediate supervisor shall communicate his or her decision in writing within fifteen (15) days after receiving the grievance. Failure by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision.

D. Level III: In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Superintendent or designee, within ten (10) days after receiving a decision from Level II. This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear concise statement of the reasons for the appeal. The Superintendent or designee shall communicate the decision in writing to the grievant within fifteen (15) days after receiving the appeal. Failure

by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision.

E. Level IV

1. In the event the grievant is not satisfied with the decision at the Level III, he or she may, within ten (10) days after the receipt of the decision from the Superintendent or his or her designee, request in writing that the Union submit the grievance to the Grievance Appeals Committee. If not submitted by the Union, the decision at Level III shall become final. The Union shall identify each aspect of the Superintendent's decision with which the grievant disagrees.

2. Grievance Appeals Committee

The committee shall be composed of three (3) people selected as follows:

- one (1) appointee made by the Union
- one (1) appointee made by the District
- one (1) member chosen by mutual agreement of the other two members.

If the Union and District representatives cannot agree on a third party, they will contact State Mediation and Conciliation for a list of five (5) arbitrators. The parties shall alternately strike names from the list until only one remains. The remaining arbitrator shall serve as third person on the committee. Which party strikes the first name shall be determined by chance, such as tossing a coin.

3. Committee Procedures: The committee shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The authority and jurisdiction of the panel shall be limited to deciding whether there has been a violation of this Agreement and determining an appropriate award, adjustment, or other remedy. The decision of the committee shall be made solely upon the facts, evidence, and arguments presented to the panel by the respective parties.

Unless the parties agree otherwise, the panel shall render a decision in writing within thirty (30) days following the hearing. This panel alone has the power to render a final and binding determination of the grievance.

4. Costs

Arbitrator: If an arbitrator serves as the third member of the committee, the cost of retaining the arbitrator shall be borne equally between the Union and the District.

Other Costs: All other costs incurred by the parties individually such as attorney fees and witness fees shall be borne by the party incurring such costs.

Court Reporter: If a court reporter is required by the panel or if the parties mutually agree to have a court reporter present, the parties shall split the cost. Each party shall pay for its own transcript. If there is no mutual agreement, either party may retain a court reporter at its own expense. However, if the party not agreeing to the court reporter requests a transcript, that party shall pay for the transcript and half of the cost of retaining this court reporter.

F. Miscellaneous

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final. Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation by the District as a result of filing or participating in a grievance.
2. Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the parties in interest. If the District does not respond within any of the time limits specified in each level of the grievance procedure, the grievant is entitled to proceed to the next step of the procedure. Time limits may be extended by mutual agreement of both parties. Such extensions shall be confirmed in writing.

ARTICLE XII - DISCIPLINE

- A. Definition: A personnel action which results in the dismissal, demotion or suspension of a bargaining unit member for one or more of the following enumerated causes.
- B. Counseling: All counseling and/or work performance meetings will be held in private and no verbal disciplinary remarks about an employee's work performance will be made in front of other employees. Any written material concerning an employee's work performance will be kept confidential.
- C. Meetings: The supervisor/manager will give an employee advanced notice when he/she needs to meet with an employee about a matter which could possibly lead to discipline of the employee. Whenever possible, the employee will be allowed to conclude his/her current work project before meeting with the supervisor/manager.
- D. Representation: If an employee is requested to answer questions which he/she believes may lead to his/her discipline, the employee will be allowed time to arrange to bring a union representative to the meeting and the meeting will be postponed, if necessary, until a union representative is available.
- E. Recommendation for Disciplinary Action: A recommendation for suspension, demotion

or dismissal may originate with the principal of a school or a supervisor. Such recommendation shall be in writing to the Superintendent.

F. Evaluation of Recommendation:

1. The Superintendent shall investigate the charges, and shall recommend such disciplinary action as he or she deems appropriate and provide the employee notification of the proposed action and the employee's opportunity to appeal the proposed discipline pursuant to H below. This action shall be ratified by the Board at the next regular meeting.
2. The notification to the employee shall contain:
 - a. A statement in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based, a statement of the cause of the action taken, and, if it is claimed that the employee has violated a policy, rule or regulation of the District, such policy, rule or regulation shall be stated in the notice.
 - b. A statement that the employee has a right to appeal the decision of the Superintendent and to have a hearing before the governing board on the stated charges. The appeal must be made within five (5) days after receipt of the written charges, and must be in writing or on the card or paper sent with the notice. The signing and filing of the card or paper shall constitute a demand for hearing and denial of all charges.

G. Grounds for Discipline

Grounds for disciplinary action, including suspension and dismissal are as follows:

1. Incompetency or inefficiency in performance of the duties of his/her position.
2. Insubordination (including, but not limited to, refusal to do properly assigned work.)
3. Carelessness or negligence in the performance of duty or in the care of District property.
4. Discourteous, offensive or abusive language or conduct toward another employee, a pupil, or a member of the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.

7. Unlawful possession, use, sales or otherwise furnishing, arranging to furnish or under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage or intoxicant of any kind.
8. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board.
9. Arrest for a sex offense as defined in Education Code Section 44010 (suspension), and dismissal if found guilty.
10. Conviction of any crime involving moral turpitude.
11. Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
12. Repeated and unexcused absence or tardiness.
13. Abuse of leave privileges.
14. Falsifying any information supplied to the School District, such as information supplied on application forms, employment records, or other District records.
15. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the State.
16. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
17. Willful or persistent violation of the Education Code or policies or regulations of this District.
18. Any willful failure of good conduct tending to injure the public service.
19. Abandonment of position.
20. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
21. Violation of local state or federal law resulting in cancellation of license required for assigned duty.

H. Appeal for Hearing by the Board

1. Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal,

shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.

2. The employee shall have the right to appear in person on his/her own behalf with counsel or such representation as he/she considers necessary, and be heard in his/her defense.
3. All hearings shall be held in closed sessions of the governing board unless the appealing employee requests an open hearing on his/her written appeal.
4. The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.

ARTICLE XIII - SEVERABILITY AND REPLACEMENT

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet to negotiate within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such article or section. Such invalidation or suspension of an article or section of this Agreement shall not invalidate or suspend any remaining portion which shall continue in full force and effect.

ARTICLE XIV - SAFETY

- A. Safe Work Environment: The District acknowledges its duty to comply with all applicable federal, state and local health and safety regulations, which includes the provision of a safe and healthful work environment for all employees.

The District shall make hazard report forms readily available to all employees in all work sites; and to train employees on the use of such reports.

- B. Safety Training: The District shall provide health and safety training to employees on a regular basis. Safety training for new hires will be scheduled as close to their date of hire as possible.

ARTICLE XV - MAINTENANCE OF BENEFITS

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment which are mandatory subjects to bargaining under State law, which presently exist shall remain in full force and effect throughout the term of this Agreement. The District agrees that this contract supersedes District policy to the extent that specific contract language covers the same matters and is in conflict or inconsistent with the District policy.

B. Payroll Deductions - Voluntary: Employees electing to participate in any of the following programs shall authorize payroll deduction:

1. Employee share of pro-rata fringe benefits
2. Credit Union
3. Additional withholding tax
4. Savings Bonds
5. District insurance programs

Arrangements may be made for payroll deductions for insurance programs at the time of initial employment. Within the first ten (10) days of employment, the District Office shall supply each employee with written information regarding insurance programs. The employee shall sign, verifying receipt of this information. Election to participate in insurance programs shall be made during the first thirty (30) days of employment, or subsequently when the insurance company declares a reopener.

ARTICLE XVI - EMPLOYMENT PROVISIONS

A. Position Classification Plan

1. Job Classification: There shall be a Job Classification established for each position in the bargaining unit. The job classification will be based on a position description and will include at least the following information: job title, a list of the typical duties, type of supervision received, the minimum qualifications including required knowledge and abilities, education, training, experience, physical demands of the position, required licenses or certificates, and any other special requirements.
2. New Positions: The Superintendent will evaluate the typical duties and minimum qualifications of each newly created position to determine if the position fits within the position description for an existing job classification.

If the Superintendent determines the duties and qualifications are sufficiently similar, the Superintendent will notify the Union of the District's intent that the position will be allocated to an existing job classification. The Union will have up to 10 work days from the date the notice is received from the District to object to the position classification determination. If the Union makes no objection the position will be placed in the job classification. If the Union makes an objection to the District within

the ten days, the District and the Union will meet and confer to resolve the issues in dispute.

If the duties and/or minimum qualifications are not sufficiently similar to an existing position the District and the Union will meet and confer to develop an appropriate job classification and determine the appropriate compensation level.

3. Reclassification of an Existing Position: Any substantial ongoing change in the duties assigned to a position will be promptly reported to the Union. Within 30 days the District and the Union will meet and confer to develop a new accurate job description and determine the appropriate compensation level.

When a position is reclassified from one classification to another, any incumbent who achieved permanent status in the previous classification shall continue without examination in the new classification, with the same status and step placement as he/she held in the previous classification.

If there is no incumbent, or the incumbent has not achieved permanent status in the previous classification, the reclassified position will be treated as a vacancy. The incumbent may apply for the position through the hiring process as specified in this agreement.

4. Vacancies

- a. Determining Vacancies: The District shall have the sole authority to determine when there is a vacant position.

- b. Promoting Within the Bargaining Unit:

1. The District shall post an announcement of any vacated or newly allocated position. Such announcement shall be posted in all District facilities sufficiently in advance of the final filing date to provide a reasonable period in which qualified employees of the District may apply, typically at least seven calendar days. During Summer Break such notices shall be mailed to each employee who has requested such mailings, at their home address, a reasonable number of days before the final filing date.
2. Employees interested in promotion should file a written application with the District Superintendent.
3. All other things being equal, vacancies will be filled on the basis of seniority from the following groups in the order below:
 - a. permanent employees
 - b. temporary employees
 - c. new applicants

- c. Filling Vacancies: All applicants for a position shall be in writing. To be considered, all applicants must comply with I-9 requirements as specified by law and must possess all minimum qualifications for the position. All District employees who meet the qualifications for a position will be considered for the position in accordance with the provisions of this agreement.

When a position is created or an existing position becomes vacant, the District shall first offer the opportunity to apply to bargaining unit employees serving in the same classification.

B. Job Sharing

1. Job Sharing is defined as the practice of two part-time employees filling one full-time position and having a written agreement as to hours of work and assignment of duties.
2. A job sharing request must be in writing and signed by both employees making the request. All job sharing requests will be reviewed by the impacted Site Administrator for input and comments. Approval or denial is the sole discretion of the Superintendent and will be given to the employees in writing.
3. Each request for employees to participate in a job sharing assignment will be considered on its individual merits and the compatibility of the employees making the request.
4. Salary and benefits for employees in an approved job sharing assignment will be prorated based on the number of hours each employee is scheduled to work. Both employees will retain eligibility to participate in the group insurance plans.
5. A job sharing agreement may be terminated by either of the participating employees, or by the Superintendent. Any party wishing to terminate the job sharing agreement will give the other parties at least two weeks advanced written notice.
6. If a job sharing agreement is terminated because one of the employee separates from the District, the position will continue as a full-time position and the remaining employee will be offered the opportunity to return to full-time work.

- C. Layoff: Any reduction in assigned time shall be treated as a layoff and subject to negotiations in accordance with applicable Education Code provisions. The District shall notify the Union at the earliest possible time of any anticipated layoff and/or need to reduce schedules. The Union and the District agree to meet and confer in an effort to foster full understanding of the situation and to jointly explore alternatives. Because of lack of work or lack of funds, the number of employees may be reduced or positions may be consolidated.

1. Order of Layoff

Whenever it is necessary to lay off one or more employees, employees with less seniority in the affected classification shall be laid off before those with greater seniority in the affected classification. Seniority is based on date of hire and continuous service to the District in the same or a higher classification except as provided below.

When an employee is absent on an approved unpaid leave, other than Family Leave, for more than one month during the regular school year, the beginning date for accrual of seniority will be adjusted by one day for each day the employee is on the approved unpaid leave, other than Family Leave.

An employee whose position is being eliminated or whose hours are being reduced has the right to displace a less senior employee and assume the duties of the less senior employee. The less senior employee so displaced will be the employee actually laid off.

When two (2) or more employees in the same classification have the same employment date or promotion date in the same classification, a lottery system will be held to determine the seniority ranking for purposes of layoff.

For purposes of this section the classifications of Instructional Aide I & II Special Education, Instructional Aide I and Instructional Aide II are considered the same classification. All other positions are separate classifications and will not be considered the same for purposes of layoff

An employee who is not being laid off may not bump another employee out of a position. Such employee may submit a voluntary transfer request to the District which will be considered, and may be granted or denied, taking into account the educational needs of the District and whether or not there are any existing vacancies. The District may also involuntarily transfer employees so long as the District follows the contract language on involuntary transfers.

If the District reduces hours for a 3.5 hour Instructional Assistant position, the least senior employee in a 3.5 Instructional Assistant position will have their hours reduced. Employees may be involuntarily transferred in such circumstances, so long as such transfers are in accordance with the contract.

If the District reduces hours for a 3.0 hour Instructional Assistant position, the least senior employee in a 3.0 Instructional Assistant position will have their hours reduced. Employees may be involuntarily transferred in such circumstances, so long as such transfers are in accordance with the contract.

If the District increases hours for a 2.5 hour Instructional Assistant position, the most senior employee in a 2.5 Instructional Assistant position will be offered the opportunity to move into the position with increased hours. Employees may be

involuntarily transferred in such circumstances, so long as such transfers are in accordance with the contract.

If a 3.5 or a 3.0 hour position is being eliminated the least senior Instructional Assistant will be laid off. If the least senior Instructional Assistant employee is a 3.5 hour employee, that employee will be laid off. If the least senior Instructional Assistant employee is a 3.0 hour employee, that employee will be laid off. If a 2.5 or less Instructional Assistant employee is the least senior employee, that employee will be laid off, and then c. & d. apply to the 3.5 or 3.0 hour employee.

2. Notice of Layoff: When the District intends to implement a layoff each affected employee must be given a minimum of forty-five (45) days advanced written notice of such intent, with a copy to the Union.
3. Vacant Positions: If a position is eliminated for lack of work and/or lack of funds, the incumbent employee shall be offered any existing vacant position in a job classification of equal or lesser status for which he/she is qualified.

For purposes of this section "equal or lesser status" is determined by the salary range assigned to the classification and the minimum qualifications for the classifications. Classifications on the same salary range with similar minimum qualifications will be considered equal and employees subject to layoff may fill a vacant position so long as the employee meets the minimum qualifications for the position. Employees who have not previously served in the classification will serve a six month probationary period.

The employee must exercise his/her right to accept the vacant position within five (5) business days after the receipt of notice of such employment. Seniority will prevail where more than one (1) incumbent is involved. An employee who elects not to accept a vacant position and who has more seniority in the same classification may still elect to displace the less senior employee.

4. Re-Employment: Employees laid off because of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. Re-employment shall be in the reverse order of layoff.

D. Transfer

1. Definitions:

Transfer: a voluntary (employee initiated) or involuntary (District initiated) change in assignment from one (1) job site to another in the same classification within the bargaining unit.

Job site: The location where the employee is normally assigned and performs his/her duties, or the location from which the employee performs duties through the District.

2. Assignments: Employees are employed by the District and are therefore subject to and eligible for transfer within the various job locations supervised by the District. The District has the right to determine when there is a vacant position. The District shall attempt to accommodate transfer requests from employees, taking into consideration first the educational needs of the District.
 3. Posting: Vacancies shall be posted in all work locations for not less than five (5) working days prior to being advertised to the public.
 4. Voluntary Transfer: An employee interested in a transfer should file written notice with the Superintendent. Such written requests will be kept on file for a minimum of one year, or until the transfer has been granted, whichever is less. At the request of an employee, the transfer request shall be kept confidential whenever possible. All other things being equal, requests for transfer into an existing vacancy or vacancies will be granted based on seniority.
 5. Involuntary Transfer: Except in case of emergency, each employee who is to be involuntarily transferred shall be notified in writing, including the reason, at least five (5) days prior to the transfer, with a copy to the Union. Prior to implementing an involuntary transfer, the District shall, upon request of the employee, meet with the employee to discuss alternatives to the proposed transfer(s). The employee may be represented by the Union at such meeting. Involuntary transfers shall be based on business and/or educational needs, and shall not be arbitrary nor capricious.
 6. Appeals: If an employee being involuntarily transferred disagrees with the Superintendent's decision, the employee may file an appeal to the Board. Such appeals must be in writing within ten (10) working days of the decision of the Superintendent. Such appeals will be filed with the Clerk of the Board with a copy to the Superintendent and the Union. The decision of the Board will be final.
 7. Reassignment Rights: An employee who is reassigned shall retain credit for all previous service in his/her job class. Transfer shall not change the employee's salary rate, anniversary date, accumulated sick leave, accumulated vacation leave, or in any other manner reflect adversely upon his/her rights as provided by law and this Agreement.
- E. Classification Studies: A request for reclassification study of a position may be submitted to the Superintendent in April of each year. The Superintendent shall within thirty (30) calendar days acknowledge receipt of such request and shall indicate the timeline for completion of the study. Any changes to a job description or salary shall be subject to negotiation between the District and the Union.
- F. Abolition of Positions: If the District proposes to abolish a position or class of positions, it shall notify the Union in writing at least thirty (30) days in advance of the effective date. The District agrees to consult with the Union regarding the proposal to abolish a position

or positions.

- G. Resignation: When submitting a voluntary resignation, the employee will specify the effective date of the resignation. Two weeks written notice is required unless otherwise approved by the District.

ARTICLE XVII - COMPLETION OF AGREEMENT

This Agreement shall remain in effect until June 30, 2016 , except as provided in Article XX.

ARTICLE XVIII - MISCELLANEOUS

- A. Advisory Committee: Should the District create an advisory committee effecting employees, the District shall notify the Union in writing.
- B. Bus Driver: The District and the Union agree to delete the contract language pertaining to Bus Drivers. If the District drops the JPA, the District agrees to meet and confer with the Union.
- C. Field Trip: Instructional Assistants who participate on field trips at the District's request shall have no reduction in their compensation due to their participation on the field trip.
- D. All job descriptions as attached in Appendix F.

ARTICLE XIX - MANAGEMENT RIGHTS

Except as specifically provided for in this Agreement, it is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take action on any matter in the event of an emergency.

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

Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

The District will amend its written policies and procedures and will take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

In the event of an emergency, the District shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is defined in the definition section of this Agreement.

ARTICLE XX

A. Me Too Clause

1. For the term of this agreement, if any other bargaining unit or employee group receives increased compensation, improved health benefit coverage, increase number of work days to the school calendar, SEIU 1021 members will receive the same.

ARTICLE XXI - TERM

- A. The Agreement shall be extended to June 30, 2016.
- B. For the 2014-15 school year the parties may reopen on salary and fringe benefits plus two (2) articles of each party's choice.

SIGNATURES

FOR THE DISTRICT:

Linda Irving
Superintendent
Sebastopol Union School District

Debbie Ramirez
Board President
Sebastopol Union School District

FOR THE UNION:

Janie Frigault

Giordana Guerra-Clark

Alice Sutter

Robert Ashe

Maria Peluso
Field Representative
SEIU Local 1021-North Bay Schools

Nely Obligacion, Director
SEIU 1021

Peter Castelli
Executive Director
SEIU Local 1021

APPENDIX A - PERB RECOGNITION

APPROPRIATE UNIT:

Including, but not limited to, all classified positions in the following major groups of jobs: food service, clerical and secretarial, child care, health services, operations and maintenance (including custodial/maintenance/grounds), instructional aides (all paraprofessionals including GATE, Special Education Aide, Bilingual Aide & Specialists, etc.), transportation.

Excluding Noon-duty Supervisors when the job description does not authorize or require the performance of duties other than playground supervision of students for the purpose of providing certificated personnel with a duty-free lunch period, and those positions, which can lawfully be declared management, confidential, and supervisory.