

AGREEMENT

BETWEEN

COMPTON UNIFIED SCHOOL DISTRICT

AND

SUPERVISORY EMPLOYEES UNION

SEIU LOCAL 99

July 1, 2006 - June 30, 2009

COMPTON UNIFIED SCHOOL DISTRICT

NEGOTIATING TEAM

Pattrice Sewell, Ed.D.	Senior Director Human Resources and Employee Development
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Mark Jones	Principal, Whaley Middle
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BOARD OF TRUSTEES

Joel Estrada	President
Majorie Shipp	Vice President
Gorgonio Sanchez	Clerk
Emma Sharif	Legislative Representative
Fred Easter	Member
Mae P. Thomas	Member
Satra Zurita	Member

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Interim Superintendent

SUPERVISORY EMPLOYEES UNION

LOCAL 99

ACKNOWLEDGEMENTS NEGOTIATING TEAM

Ray McCray

President

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Union Representative

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ARTICLE I
RECOGNITION

- 1.1 The District recognizes Supervisory Employees Union, Local 99 (hereinafter, the "Union"), as the exclusive representative for supervisory employees. The bargaining unit shall consist of all employees holding positions in the job classifications listed in Appendix "A," which is attached hereto and incorporated by reference as a part of this Agreement.
- 1.2 Any job classification existing at the time of this Agreement which has been inadvertently included/excluded shall be excluded from or included in an appropriate unit by mutual agreement of the parties.
- 1.3 Disputes between the Union and the District involving the inclusion/exclusion of job classifications created after the signing of this Agreement shall be subject to resolution through established procedures of the Public Employment Relations Board ("PERB").

ARTICLE II
EFFECT OF AGREEMENT

The provisions of this Agreement shall prevail over District rules, policies and practices. To the extent permitted by law, this Agreement shall also prevail over state law. Rules, policies and practices which are not specifically written into this Agreement are not part of this Agreement.

ARTICLE III
UNION RIGHTS

3.1 Payroll Deductions

3.1.1 The Union is the only employee organization entitled to collect membership dues from bargaining unit members through payroll deduction.

3.1.2 Subject to the following conditions, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly Union membership dues which are voluntarily authorized in writing by the employee:

3.1.2.1 Such deduction shall be made only upon receipt of written authorization from the unit member to the Payroll Department.

3.1.2.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after submission of the form to the Payroll Department.

3.1.2.3 Within twenty (20) working days of the payroll date when deductions are normally made, the District will submit a warrant to the Union for the amount of the total dues deducted. Along with the warrant, the District will submit an alphabetical list, identifying unit members for whom deductions have been made and the amount deducted.

3.2 Right of Access

Authorized Union representatives shall be permitted to transact official union business with unit members on District property before the normal work time, during authorized breaks, meal periods or after the assigned work time, provided that

such access or contact does not disrupt or interfere with the normal operations of the District. Authorized Union representatives must receive the approval of the site administrator/department head before contacting the unit member on District premises, including schools or work locations.

3.3 Use of Facilities

3.3.1 The Union may use the District mail system for intra-district mailings and may use designated bulletin board space at each site subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union's highest level official in the District; (b) A copy of such postings or distributions must be delivered to the Superintendent/Designee at the same time as posting or distribution; and, (c) the Union agrees not to post or distribute information which is derogatory or defamatory to the District or its personnel. The District will provide a mailbox at each site for use of the Job Steward at that site.

3.3.2 When the advance written approval has been obtained from the District in accordance with the policy governing use of District facilities, the Union may use District meeting rooms for the purpose of meetings concerned with the exercise of the rights guaranteed by sections 3540 through 3549 of the Government Code.

3.4 Rights to Information

The Union shall have the right to review, upon advance notification, a copy of existing documents, within the District's sole possession and control, related to wages, hours and other terms and conditions of employment (as such terms are used in EERA) which are necessary for the Union to fulfill its role as the exclusive representative of

unit members covered by this Agreement.

3.5 Copies of the Agreement

Within sixty (60) days after the execution of the Agreement, the District shall make available via the District website the entire text of the Agreement in order that it is available to each unit member. The District agrees to update the website within thirty (30) days any time that the Agreement is amended during the life of this Agreement. The District shall provide notice to each unit member upon his/her initial employment of the opportunity to access the website to secure information on this Agreement.

The District agrees to provide SEIU eighty (80) hard copies of the Agreement. As of January 1, 2009, SEIU will be responsible for printing and distributing any hard copies of the Agreement.

3.6 Conference Delegates

The District agrees to provide release time for two (2) delegates to attend any Union conference the purpose of which is to further the objectives of the Rodda Act, if the Union will pay for the cost of a substitute and if the delegates' absence will not interfere with the educational program of the District.

3.7 Release Time

The District shall provide the Union with up to ten (10) days of release time each school year for use by the Union President and Chief Steward for Union business or to process grievances. The release time is subject to written approval of the Superintendent or his designee three (3) days prior to such release time. Additional release time may be authorized by the District or purchased by the Union as appropriate.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 Definitions

4.1.1 A "grievance" is a written complaint by a unit member or the Union on behalf of a unit member (upon written authorization from the unit member) that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change rules or regulations of the District which are not specifically incorporated into this Agreement or to contest matters for which a specific method of review is provided by law are not grievances and are not within the scope of the grievance procedure set forth in this Article. The Union may file a grievance on its own behalf in accordance with Section 4.7 of this Article.

4.1.2 A "day" is a day in which the Central Administrative Office of the District is open for business.

4.1.3 The "immediate supervisor" is the individual designated, in writing, as the unit member's supervisor, pursuant to Article VI (Performance Evaluation Procedure).

4.1.4 "File" or "filed" means personal delivery of the grievance or request for arbitration to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or transmittal by certified mail to the appropriate person within the time limits set forth in this Article. The date of filing when the grievance or request for arbitration is filed by certified mail shall be deemed to be the date of mailing.

4.1.5 "Respond in writing" means personal delivery of the District's response to the grievance to the grievant or grievant's

representative within the time limits set forth in this Article or transmittal by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources Department or to the grievant's representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.

4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. All time limits may be extended by express mutual agreement of the parties, but only if the extension agreement is in writing. Grievances not discussed or filed within the applicable time limits set forth in this Article or any written extension shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of such grievances shall be deemed waived. Failure of the District to respond to a grievance within the time limits set forth in Section 4.3, below, or any written extension shall entitle the grievant to proceed to the next level of the grievance procedure, except that failure of the District to timely respond shall not waive the District's defense that the grievance was untimely filed at any level of the grievance process, that the grievance is not arbitrable, that arbitration has been waived, or any of the District's substantive defenses.

4.3 Steps in the Adjustment Procedure

4.3.1 Informal Discussion - Within the sooner of (a) fifteen (15) days of the act or omission giving rise to the grievance or (b) fifteen (15) days of the date the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall respond to the grievance, orally or in writing, within five (5) days of

the discussion.

4.3.2 Step One - If the grievant is not satisfied with the disposition of the grievance at the Informal Discussion Level or if no response has been rendered by the immediate supervisor within the time limits specified for the response at the Informal Level, above, the grievant must file a formal grievance in writing with the immediate supervisor if the grievant wishes to pursue the grievance. To be timely, the formal grievance must be filed within the sooner of (a) twenty-five (25) days of the act or omission giving rise to the grievance or (b) twenty-five (25) days of the date the grievant knew or should reasonably have known of the act or omission giving rise to the grievance. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, a statement of the remedy desired, and the name of the grievant's representative, if any. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The immediate supervisor shall respond in writing within ten (10) days after the written grievance is filed.

4.3.3 Step Two - If the grievant is not satisfied with the disposition of the grievance at Step One or if no response has been rendered by the immediate supervisor within the time limits specified for the response at Step One and the grievant wishes to pursue the grievance, the grievant must file the grievance in writing with the appropriate Cabinet Level Administrator by the earlier of (a) ten (10) days following the last day on which the response at Step One is due or (b) ten (10) days following the

date of the response at Step One. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Step One and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Cabinet Level Administrator shall respond in writing within ten (10) days after the date the grievance is filed at Step Two.

4.3.4 Step Three - If the grievant is not satisfied with the disposition of the grievance at Step Two or if no response has been rendered by the Cabinet Level Administrator within the time limits specified for the response at Step Two and the grievant wishes to pursue the grievance, the grievant must file the grievance in writing with the Superintendent/Designee by the earlier of (a) ten (10) days following the last day on which the response at Step Two is due or (b) ten (10) days following the date of the response at Step Two. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Step Two and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Superintendent/Designee shall respond in writing within ten (10) days after the date the grievance is filed at Step Three.

4.3.5 Step Four - Arbitration

4.3.5.1

If the grievant is not satisfied with the disposition of the grievance at Step Three or if no response has been rendered by the Superintendent/Designee within the time limits specified for the response at Step Three, above, and the grievant Wishes to pursue the grievance, the Union may request in writing that the grievance be submitted to arbitration. To be timely, the Union's request for arbitration must be filed with the Superintendent/Designee by the earlier of (a) ten (10) days following the last day on which the response at Step Three is due or (b) the date of the response at Step Three; otherwise arbitration is deemed waived. Within five (5) days of receipt of the written request for arbitration, the parties shall attempt to select a mutually agreeable Arbitrator either from a list to be developed by the parties or developed by PERB. If the parties are unable to mutually agree they shall request the California Mediation and Conciliation Service to provide a list containing the names of five (5) Arbitrators who are experienced in public school arbitration. Within five (5) days after receipt of the list, the District and the Union shall alternately strike a name from the list of Arbitrators until only one (1) name remains. The order of striking shall be determined by a lot.

The Arbitrator shall proceed under the Voluntary Arbitration Rules of the American Arbitration Association. The Union

and the District may mutually agree to utilize expedited procedures. The fees and expenses of the Arbitrator and the cost of the hearing shall be borne equally by the District and the Union. All other costs will be borne by the party incurring them.

The Arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. After the Arbitrator has afforded an opportunity for hearing, the Arbitrator shall render a written decision setting forth findings of fact, reasoning, and conclusions on the issue(s) submitted and the award. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator shall have no power to make any monetary award whatsoever except in cases in which the Arbitrator finds a violation of the Agreement involving wages, holidays, vacation, and leaves. The Arbitrator shall have no power to make any award of punitive damages or any other award made for the sake of example.

4.3.5.2 Either party may appeal the Arbitrator's decision and award to a court of competent jurisdiction. The court shall exercise its independent judgment on the merits of the Arbitrator's decision and award on all issues of fact and law, including interpretation of the Agreement. Unless the

Arbitrator's decision and award is appealed to the courts, the decision and award shall be final and binding upon the parties. To be timely, an appeal must be served and filed with the court within ninety (90) days of the date of the opinion and award. If the Arbitrator has temporarily retained jurisdiction over the matter, to be timely an appeal must be served and filed within ninety (90) days after the date the Arbitrator's jurisdiction expires.

4.4 Miscellaneous Provisions

4.4.1 It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. All materials concerning a unit member's grievance(s) shall be kept in a file separate from the unit member's official personnel file. The grievance file shall be available for inspection only by the unit member, the unit member's representative, and District representatives involved in processing the grievance.

4.4.2 Unit members may have a grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement. Prior to resolution of any such grievance, the Union shall be given the opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be submitted to arbitration for resolution, if the Union submits a written request for arbitration to the District within five (5) days of being provided a copy of the proposed resolution; otherwise, the settlement is deemed accepted by the Union.

4.4.3 The grievant must be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may

present it through a Union representative.

4.4.4 Upon forty-eight (48) hours advance notification, the District shall release unit members, without loss of pay, to testify during the grievance process where their appearances are requested by either party.

4.4.5 The District will grant release time for processing of grievances under this Agreement to not more than ten (10) unit members who are designated as Job Stewards, subject to the following conditions:

4.4.5.1 The Union will designate, in writing, to the Superintendent/Designee the names of those unit members who are designated as Job Stewards.

4.4.5.2 The District shall grant released time to Job Stewards to represent unit members during grievance conferences with management officials, subject to the provisions of 4.4.5.3 and 4.4.5.4 below.

4.4.5.3 At least twenty-four (24) hours prior to an anticipated need to be released from duties for grievance processing, the designated Job Steward shall inform his/her immediate supervisor of the need for released time. Workload permitting, the Job Steward will be granted a reasonable amount of released time to represent the grievant. A decision that workload does not permit release of the Job Steward at that time is final and may not be grieved.

4.4.5.4 Under no circumstances shall a Job Steward consult with unit members during duty hours unless he/she has obtained prior approval from the unit member's supervisor. A decision by the unit member's supervisor that workload does not permit

consultation at the time requested shall be final and may not be grieved.

4.4.5.5 In addition to the released time granted under Section 4.4.5.2 above, the District shall grant for the use of the Job Stewards a total bank of not more than thirty-five (35) hours per school year for such purposes as investigating grievances or gathering information. The use of such time must be approved in advance by each Job Steward's supervisor and shall be subject to the requirements of 4.4.5.4 above.

4.4.6 Failure of the District to assert a procedural defense during processing of the grievance (e.g., lack of timeliness, failure to follow the grievance procedure, presentation of a non-grievable matter) shall not constitute a waiver of such a defense.

4.4.7 There shall be no reprisal against unit members for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

4.4.8 Where provisions from State Codes are written into the Agreement and either party elects to arbitrate disputes involving such provisions, the decision to arbitrate shall constitute an election of remedies, i.e., the same dispute may not thereafter be presented to a court or administrative agency for resolution, except that either party may appeal the Arbitrator's decision and award in accordance with Section 4.3.5.2, above.

4.5 Union Grievances

4.5.1 The Union may file a grievance on its own behalf as an organization where there is an allegation that the District has violated, misinterpreted or misapplied a specific provision of this Agreement which

grants specific rights to the Union as an organization. Such grievances shall be presented, in writing, by the Union directly to Step Three of the grievance procedure. To be timely, a grievance filed pursuant to this Section must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the Union should have reasonably known of the act or omission, whichever is sooner. The written grievance must include a clear, concise statement of the specific Article and Section of the Agreement alleged to have been violated, and a statement of the remedy desired. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived.

ARTICLE V

WORK PERIODS AND OVERTIME

5.1 Overtime

5.1.1 Overtime is ordered working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided below.

5.1.2 In determining the eligibility of a unit member to receive the prescribed overtime rate, the number of hours "worked" by a unit member shall include, in addition to actual hours worked, time which the unit member is excused and paid such as: holidays, sick leave, vacation, compensating time off, or any other paid leave of absence.

5.1.3 No unit member shall have his/her hours altered or changed for the sole purpose of circumventing the overtime provisions of this agreement.

5.1.4 Overtime must be paid through regular payroll procedures or compensating time off, at the election of the unit member, at the rate of one and one-half (1-1/2) times the actual hours worked. Any compensating time off not used during the calendar month in which earned must be paid through regular payroll procedures, unless the unit member and his/her immediate supervisor mutually agree to an extension of time. Any compensating time off not used within four (4) calendar months, following the date it was earned, must be paid in cash during the pay period following expiration of the four (4) month period. For the purpose of computing overtime pay, any authorized differential will be added to the base rate of pay.

5.1.5 The workweek shall consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek. Such unit members shall be compensated for

any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at the rate of one and one-half (1-1/2) times the regular rate of pay of the unit member.

5.1.6 When a unit member is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-1/2) times the regular rate of pay.

5.1.7 The unit member's records must clearly indicate the number of hours worked per week, the number of overtime hours per week, and the amount of compensating time off accrued and taken during the pay period.

5.2 Workday and Workweek

The maximum number of hours of regular employment of a unit member is eight (8) hours a day and forty (40) hours a week. However, the Board of Trustees may employ unit members for lesser periods of time and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

5.3 Lunch and Rest Periods

Unit members who work at least five (5) consecutive hours shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members whose work schedule is from 8:00 a.m. to 4:30 p.m. should complete the lunch break by 1:30 p.m. It shall be the responsibility of the immediate supervisor to determine the specific time for the unit member's lunch break.

5.3.1 Each bargaining unit member shall be granted a fifteen (15) minute rest period during each four (4) hours of working period. Rest periods shall not be taken during the first and last hours of the working period. (For example, if the work day is from 8:00 a.m. to 4:30 p.m. the rest period may not be taken before 9:00 a.m. or after 3:30 p.m.)

Rest periods are not cumulative and shall not be used to extend the lunch period or another rest period or to shorten the work day. No rights of overtime will accrue if rest periods are not taken. It is the responsibility of the supervisor to establish the specific time of the unit member's rest period.

5.4 Flex Time

5.4.1 A unit member may, with written approval of his/her immediate supervisor temporarily alter his/her regularly schedule hours of work when such alteration is not in conflict with the operating requirements of the District.

5.4.2 Plant Manager(s) may request that the normal working hours be shifted to the daytime without loss of any night differentials during the Winter and Spring Recesses.

5.5 Schedule Changes

The District shall provide unit members reasonable advance notice of any change in schedule.

5.6 Winter Recess/Spring Recess

All schools and all District offices and sites shall be closed during every Winter Recess and Spring Recess, except that the District in its sole discretion may designate that certain schools, offices, and/or sites remain open with a limited staff only during the Winter Recess and/or Spring Recess. The District's decision as to which schools, offices, and/or sites are to remain open and the number and kind of staff required shall be final and not subject to grievance/arbitration, court or administrative challenge, or any other challenge whatsoever.

Unless otherwise expressly authorized by the District in writing, all unit members will be required to use earned vacation, if available, during every Winter Recess and Spring Recess on the days the schools, sites, and District offices are closed. Any employee whose vacation bank does not contain sufficient earned vacation days to cover the

days the schools and District offices and sites will be closed during any Winter Recess or Spring Recess may be advanced vacation days which the employee has not yet earned, but would be entitled to earn during the remainder of the school year, if available, to use during the Winter Recess or Spring Recess. If the unit member is unable to use vacation on the days the schools, sites, or District offices are closed because he/she has no vacation days available and has not been advanced any, he/she shall be in unpaid status during the period of closure. This provision shall only apply to a supervisor if there is a closure which affects employees being supervised by a Union unit member supervisor. For purposes of seniority, whether or not a supervisor is in paid or unpaid status during the period of a closure, such time off work shall not be treated as a break in service.

ARTICLE VI

EVALUATION PROCEDURES

6.1 When Evaluations are to be Made

All unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:

6.1.1 Probationary Employees - at the end of the third (3rd), sixth (6th) and ninth (9th) month of service for those employees with a one (1) year probationary period and at the end of the second (2nd) and fourth (4th) month where the probationary period is six (6) months.

6.1.2 Permanent Employees - ~~at least~~ once a year, ~~not~~ no later than the last ~~working~~ work day in April.

6.2 Who Makes Evaluations - Each unit member shall be informed in writing of the name of his/her immediate supervisor and the next level supervisor within thirty (30) working days after ratification of this Agreement and upon reporting to any new assignment. The immediate supervisor or designated representative under whom the unit member has served the substantial portion of the year shall provide the performance evaluation. If the unit member has served under other supervisors for ninety (90) working days or more, that immediate supervisor may provide a performance evaluation.

6.3 Procedures to be Followed

6.3.1 Performance evaluation reports shall be written on prescribed forms with attachments as required. Evaluations shall be based on consistent observation and review between the evaluator and unit member. The immediate supervisor will ensure that the unit member is informed, in writing, of his/her job duties, responsibilities and objectives.

6.3.2 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form

shall be signed by the unit member to indicate receipt. Signed copies of the evaluation shall be distributed as follows: One (1) copy to the unit member; one (1) copy to the personnel file; and, one (1) copy for the evaluator.

6.3.3 Any evaluation which contains a "Requires Improvement" or "Unsatisfactory" rating must include the following: A statement of the problem or concern; the desired improvement; and, suggestions as to how to improve.

6.4 Special Evaluations

At any time, the immediate supervisor may issue to a unit member a "Notice of Commendation" or "Notice of Unsatisfactory Service." Such notices shall be made on prescribed forms and shall state the specific reasons for recognition of outstanding or unsatisfactory services. A "Notice of Unsatisfactory Service" shall be issued only in accordance with the procedures and principles outlined in Section 6.3 of this Article. Either type of notice shall be delivered to the unit member by the immediate supervisor and a signed copy shall be placed in the unit member's personnel file.

6.5 Personnel File Information

6.5.1 The official personnel file of each unit member shall be maintained in the Human Resources Department. Materials placed in the official personnel file must indicate that a copy has been given to the unit member concerned. Such material is not to include ratings, reports, or records, which (1) were obtained prior to employment of the unit member involved; (2) were prepared by examination committee members; or, (3) were obtained in connection with a promotional examination.

6.5.2 Every unit member or his/her designated representative shall have the right to inspect the personnel file upon request.

6.5.3 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

Unit members shall be provided with a copy of any derogatory material at least five (5) days before it is placed in the personnel file. If the material is not presented to the unit member in person, it must be delivered to him/her by certified mail.

6.5.4 The District shall keep a record indicating the persons who have examined unit member's personnel file, including the date of the examination. This record shall be maintained in the personnel file. Any person submitting material for insertion in the file shall sign and date the material. The material shall be date stamped upon receipt in the Human Resources Department.

ARTICLE VII
TRANSFERS

- 7.1 Transfer shall be defined as the reassignment of a permanent unit member without examination (1) from one location to another location in the same classification or (2) from one classification to another classification with the same salary range.
- 7.2 A unit member may be transferred at his/her own request, upon approval by the District, or at the direction of the District. A unit member whose transfer is District-initiated shall be informed of the reason for the transfer, upon request. The District shall not transfer a unit member for punitive reasons or in reprisal for the exercise of any right provided by this Agreement.
- 7.3 A unit member may initiate a request for transfer by completing and transmitting the appropriate District form to Classified Personnel Department for processing. When a vacancy occurs for the requested position, the Classified Personnel Department shall submit the unit member's transfer request to the appointing authority. Transfer requests shall remain valid for a period of two (2) years.
- 7.4 The District shall determine whether classifications are sufficiently related to permit transfer between them. In making the determination, the District shall consider similarity of duties, minimum qualifications, examination content, occupational group, and promotional field. More latitude is available to the District in making this determination, if the request for transfer between classification is based on reclassification of the position currently held by the unit member, loss of currently held position through layoff, or inability to perform current duties because of medical reasons.
- 7.5 A transfer within the same classification shall not change the unit member's seniority standing within the classification, salary rate, anniversary date, accumulated illness leave, or accumulated vacation credit.
- 7.6 A transfer from one classification to another classification shall not change the

unit member's seniority standing in the classified service, salary rate, anniversary date, accumulated illness leave or accumulated vacation credit; however, the unit member shall not receive length of service credit in the new classification for service in other classifications.

- 7.7 A unit member who transfers to a position in a classification in which he/she has not previously completed a probationary period shall be considered probationary in that classification.

ARTICLE VII

LEAVE OF ABSENCE

8.1 General Provisions Governing Leaves

8.1.1 A leave of absence is an authorization for a unit member to be absent from duty. Failure of a unit member to report for duty five (5) work days after a leave has been cancelled or expires shall be considered "abandonment of position" and the unit member may be terminated by the Board of Trustees. This provision is not applicable to military leave. Nothing in this Section shall be construed to deny any unit member the right to appeal disciplinary action in accordance with applicable provisions of law. Disciplinary action pursuant to this Section of the Agreement is not subject to the "Grievance Procedure" of this Agreement.

8.1.2 The District may request verification of the reason for an absence, if it has reason to believe that the purpose of the leave has been violated.

8.1.3 Unit members using any category of leave without pay except Industrial Accident and military leave shall not be entitled to compensation, accrual of leave, District contributions to fringe benefit premiums, annual increments, or the accrual of length of service credit for layoff or reduction in force, except as provided in Article 25, or other such purposes, nor shall probationary unit members earn credit toward gaining permanency while using such leave. A unit member on approved leave without pay may continue his/her enrollment in health and welfare plans by paying the full amount of the premiums in a periodic manner as required by the District, if the carrier allows for such continuation.

8.1.4 The leave benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or

regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement and are not subject to the Grievance Procedure of this Agreement.

8.2 Paid Sick Leave

8.2.1 Sick leave is authorized absence of a unit member because of illness, injury, or exposure to contagious disease.

8.2.2 Every unit member shall earn one (1) day of sick leave for each month worked in a fiscal year. Unused sick leave may be accumulated without limit. Unit members new to the District and who do not transfer sick leave from another District shall be entitled to not more than twelve (12) sick days during a one (1) year probationary period.

8.2.3 At the beginning of each fiscal year (July 1st), the sick leave 'bank' of the unit member shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. A unit member's sick leave 'bank' shall be adjusted if a change of assignment alters the amount of sick leave earnable.

8.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she had worked that day.

8.2.5 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof regarding the impossibility of notification shall be upon the unit member. A unit member absent five (5) consecutive work days or more must also submit immediately after the fifth (5th) day of absence to Classified Personnel Department, an

official request for leave of absence on Form 160 and a statement of a physician certifying the nature of the illness or injury and the anticipated length of absence. Prior to the unit member's return to duty following a leave of five (5) or more consecutive workdays, the unit member shall submit a statement from his/her physician certifying the unit member's fitness to return to duty without restrictions.

8.2.6 At least one (1) day prior to his/her expected return to work, the unit member shall notify, his/her department in order that any substitute employee may be terminated. If the unit member fails to notify the department within that period of time and both the unit member and the substitute report to work, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.

8.2.7 The unit member may convert unused sick leave to retirement credit in accordance with Government Code section 20862.5 if the unit member is filing a request for retirement and the unit member qualifies to do so under the terms of Government Code section 20862.5.

8.2.8 Regardless of the number of days absent, any unit member who has a questionable attendance record or who indicates a high incidence of sick leave usage may be required to submit medical justification for any absence allegedly due to illness. In such cases, the unit member shall be notified in writing that future absences due to illness will require medical justification.

8.2.9 Notwithstanding any other provision of this Agreement, if the District believes that a unit member cannot safely or adequately perform the duties of his/her position, or if a unit member is using any leave based on an illness or an injury and the District believes the leave privileges are being abused, the District may require that the unit member be

examined by a District-selected physician at District expense.

8.2.10 A unit member that has been on illness leave for three (3) consecutive calendar months or more in a paid or unpaid status may be required by the District to take a health examination by a District-designated physician.

8.3 Entitlement to Other Sick Leave

8.3.1 Pursuant to Education Code section 45196, every July 2nd, each permanent unit member shall be credited with a certain number of fifty percent (50%) pay sick days. The number of fifty percent (50%) pay sick days a unit member shall be credited with shall be calculated as follows: one hundred (100) days minus the number of full-pay sick leave days in the unit member's 'bank' as set forth in Section 8.2, above. These fifty percent (50%) pay sick days shall be available for use only during the year they are credited to the unit member and shall not accumulate from year to year.

8.3.2 No half-pay (Y2) illness leave shall be allowed until after the exhaustion of all full-pay privileges including regular sick leave and accumulated vacation, and no half-pay (Y2) illness leave shall be paid unless the unit member has been absent due to illness for at least six (6) working days.

8.3.3 The days of half-pay (Y2) illness leave for unit members who work on less than a full-time basis shall be prorated on the basis of the number of hours worked in a week.

8.3.4 The half-pay (Y2) illness leave shall not be accumulated from year to year and when such leave will overlap into a new fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury

occurred.

8.4 Additional Sick Leave

After exhaustion of all paid leave, the unit member may be placed on additional unpaid leave upon request and with the approval of the Board of Trustees. The additional leave may be for any period of time up to a year, providing that the total leave time for any one illness both paid and unpaid will not exceed two (2) years.

8.5 Termination of Sick Leave

8.5.1 A unit member who has been placed on a paid or unpaid sick leave may return to duty at any time during the leave, provided he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, he/she has notified the District of his/her return at least three (3) working days in advance.

8.5.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit member is unable to resume the duties of his/her position and the District is unable to transfer the unit member to a suitable position which is compatible to his/her restriction(s), the unit member will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

8.6 Industrial Accident and Industrial Illness Leave

8.6.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this section of the Agreement.

8.6.2 A unit member in the classified service, who is absent from duty because of an illness or injury defined as an industrial accident or illness under provisions of the Workers' Compensation Insurance Law, shall be granted

paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.6.2.1 He/she has probationary or permanent status.

8.6.2.2 In the opinion of the Superintendent/Designee the illness or injury constitutes an industrial accident or illness, or if contested by the District, it is ultimately determined to be work related.

8.6.3 Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness. Allowable leave shall not be accumulative from year to year.

8.6.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Industrial accident or illness leave shall commence on the first day of absence. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave

8.6.5 After all paid sick leave provided in Article VIII, Section 8.2, has been exhausted following a paid industrial leave, a unit member shall use accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance without penalties from the State Compensation Insurance Fund. After the expiration of all paid leave privileges, the appointing authority may place the unit member on an industrial accident leave without pay. The total time of all leave benefits

provided under this Section, including unpaid industrial accident leave, shall not exceed twenty-four (24) months for any one (1) industrial accident or industrial illness.

- 8.6.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, the unit member shall be assigned to a position in his/her former class ahead of any unit member with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed unit member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be reassigned or placed on a suitable re-employment list.
- 8.6.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 8.6.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the re-employment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 8.6.9 A unit member who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list and shall be dismissed. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time basis, and in assignment areas in which the unit member has made himself/herself available.
- 8.6.10 While a unit member is on any paid leave resulting from an industrial accident

or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary. A permanent unit member's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. A unit member who is not permanent shall have his/her salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year. During all paid leaves resulting from an industrial accident or industrial illness, whether industrial accident or illness leave as provided in this Section, sick leave, vacation leave, compensated time off, or other available paid leave, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the unit member appropriate warrants for payments of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this Section.

8.6.11 Any employee receiving benefits under this section shall remain within the State of California unless the Board of Trustees authorizes travel outside the state.

8.7 Bereavement Leave

8.7.1 Every unit member employed in the classified service shall be granted necessary leave of absence, not to exceed three (3) working days, or five (5) days if out-of-state or more than 300 miles in travel is required, on account of the death of any member of his/her immediate family. No deduction shall be

made from the salary of such unit member, nor shall such leave be deducted from leave granted by other Sections of the Education Code or provided by the Board of Trustees.

8.7.2 Members of the immediate family include the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the unit member.

8.7.3 One (1) day of bereavement leave shall be allowed for the death of a niece, nephew, aunt, or uncle of the unit member or unit member's spouse.

8.7.4 Acceptable documentation of the death which qualified the unit member for leave under this Section may be required by the District.

8.8 Personal Necessity

A unit member may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave which has been earned pursuant to Section 8.2 of this Article, for personal necessities which fall in the following categories:

8.8.1 Bereavement leave which may be necessary beyond that authorized in Section 8.7 of this Article and law.

8.8.2 Accident, involving his/her person or property or the person or property of a member of his/her immediate family, as described in Section 8.7 of this Article.

8.8.3 Appearance in any court or before an administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this Article.

8.8.4 Imminent danger to the home of the unit member occasioned by a factor such

as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.

8.8.5 His/her attendance upon a member of his/her immediate family who is seriously ill or requiring care or attendance.

8.8.6 Any other significant event, personal to the unit member for which paid leave of absence is not authorized, under which circumstances the unit member cannot reasonably be expected to disregard, and which required the immediate attention of the unit member during his/her assigned hours of service. Unit members may be required to submit adequate proof that an emergency did exist.

8.9 Jury Duty Leave

8.9.1 Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed in, the District. Request for jury service leave must be made by presenting the official court summons to jury service to the department head no later than (a) one (1) workday following receipt of the summons or (b) two (2) weeks prior to the scheduled first date of jury service, whichever is later; otherwise the leave shall be without pay.

8.9.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or the authorized officer of the court. The unit member shall receive full pay during

the leave period, provided any witness fees for such leave are assigned to, and the subpoena or court certification is filed with, the District. Request for leave of absence to serve as a witness must be made by presenting the official court summons to the department head no later than (a) one (1) workday following receipt of the summons or (b) two (2) weeks prior to the scheduled first date of required attendance, whichever is later; otherwise, the leave shall be without pay.

8.9.3 The jury service fee and witness fee referred to in 8.9.1 and 8.9.2 respectively, do not include reimbursement for transportation expenses.

8.9.4.1 A unit member who has received a leave of absence under this Section shall make himself/herself available for work during hours when his/her presence is not required in court. Any day during which any unit member in the bargaining unit whose regular assigned shift commences at 12:00 noon or after and who is required to serve six (6) hours or more of that day on jury duty shall be relieved from work with pay.

8.10 Absence for Examination

Every unit member in the classified service shall be permitted to be absent from his/her duties during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that he/she gives two (2) days notice to his/her immediate supervisor.

8.11 Military Leave

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, section 389 and 395 et seq.

8.12 Leave of Absence Without Pay

Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member and the approval of the Board of Trustees, subject to

the following restrictions:

8.12.1 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military services shall be granted as provided by the Education Code and the Military and Veterans Code. Leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during the time of national emergency, may be granted for a period not to exceed twenty-four (24) months.

8.12.2 The granting of a leave of absence without pay gives the unit member the right to return to a comparable level position within his/her class at the expiration of his/her leave of absence, if such position is available and provided that he/she is physically and legally capable of performing the duties of that position. 8.12.2.1 The Board of Trustees may, for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be by certified mail.

8.12.2 unit member may make written request to the Board of Trustees to return to work prior to the expiration date of the leave. The Board of Trustees may approve or reject the request.

8.13 Pregnancy Disability Leave

8.13.1 Leave taken by a unit member because of medical disability connected with or resulting from her pregnancy shall be charged to her available sick leave. Extended illness leave shall be available for pregnancy-related medical disability under the conditions set forth in Section 8.12 of this Article. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

- 8.13.2 A female unit member is entitled to take leave on account of medical disability as a result of pregnancy for a reasonable period, not to exceed four (4) months. If a female unit member's available sick leave expires before the conclusion of the period of the leave, the remainder of the leave will be unpaid. However, a female unit member may utilize any available paid vacation leave during the period of time she is on unpaid pregnancy disability leave.
- 8.13.3 The length of pregnancy disability leave under this Section shall be determined by the unit member, the unit member's physician, and the unit member's supervisor. In no event shall the allowable period of pregnancy leave be greater than four (4) months.
- 8.13.4 If a unit member notified the Classified Personnel Department, prior to the commencement of the leave, of her desire to return to active employment after a leave which has been charged entirely to sick leave in accordance with the provisions of this Section, said unit member shall immediately be assigned to the same position which she held at the time the leave commenced or, if that position is no longer in existence, to a substantially equivalent position. Upon her return said unit member shall be afforded the same rights as other classified employees who have been on sick leave and who return to active employment.
- 8.13.5 Any female unit member who intends to take Pregnancy Disability Leave pursuant to this Section must, thirty (30) calendar days prior to the commencement of the leave, provide the Classified Personnel Department with written notice of the unit member's need for leave, the date the leave will commence, and the estimated duration of the leave. If the circumstances requiring the Pregnancy Disability Leave are

not known thirty (30) calendar days prior to the unit member's requested date of commencement of leave, the unit member must provide the Classified Personnel Department with the written notice as far in advance as reasonably possible.

8.13.6 Any pregnant female unit member, who so requests, may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy, if the transfer can be reasonably accommodated by the District. However, under no circumstances is the District required to create additional positions to accommodate a female unit member's request to be temporarily transferred to a less strenuous or hazardous position.

8.13.7 Once a female unit member, as a result of a medical disability due to pregnancy, has used four (4) months of paid or unpaid leave of any kind or vacation, the unit member is not entitled to any additional leave, paid or unpaid, under this Section.

8.14 Family Care and Medical Leave

8.14.1 Any unit member who has served in the District 1,250 or more hours in the immediate preceding twelve (12) month period, shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States Code, section 2601, et seq. (FMLA) and California Government Code section 12945.2.

8.14.2 Family care and medical leave may be used for the following reasons:

- a. The birth of the unit member's child;
- b. The placement of a child with the unit member in connection with the unit member's adoption or foster care of the child;
- c. To care for the serious health condition of the unit member's

child, parent or spouse; or,

- d. Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of the position in which the unit member is employed, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

8.14.3 For purposes of this provision, "serious health condition" means an illness, injury, impairment, or physical or mental condition which prevents the unit member's employment, or which warrants the participation of the unit member in providing care to a family member during a period of treatment and involves either:

- a. Inpatient care in a hospital, hospice or residential health care facility; or,
- b. Continuing treatment or continuing supervision by a health care provider.

8.14.4 For purposes of this provision, "health care provider" has the same meaning as prescribed in Government Code section 12945.2, subdivision (c)(5).

8.14.5 For purposes of this provision, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either:

- a. Under eighteen (18) years of age, or
- b. An adult dependent child.

8.14.6 For purposes of this provision, "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.

8.14.7 A unit member is entitled to family care and medical leave for no more than a total of twelve (12) workweeks within a twelve (12) month period measured forward from the first (1st) day of the employee's leave, unless additional leave is granted by the Superintendent/Designee.

8.14.7.1 The entitlement to leave for the birth or placement of a child shall conclude at the end of the twelve (12) month period beginning on the date of such birth or placement.

8.14.7.2 The entitlement to leave for a serious health condition shall expire at the end of the twelve (12) month period beginning on the initial date of discovery or diagnosis of the serious health condition, whichever occurs first.

8.14.8 The determination as to the date on which the family care and medical leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent/Designee when considering the scheduling and replacement problems of the District. However, a unit member who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform all her required duties as she is deemed physically able to perform by her attending physician.

8.14.9 Except in cases of emergency, a unit member shall give the Classified Personnel Department reasonable advance notice of his/her intent to take family care and medical leave.

8.14.9.1 If the event necessitating family care and medical leave is known more than thirty (30) calendar days prior to the unit member's need for leave, the unit member must provide

the Classified Personnel Department with a thirty (30) calendar day advance written notice of the unit member's need for leave.

8.14.9.2 If the event necessitating family care and medical leave is known less than thirty (30) calendar days prior to the unit member's need for leave, the unit member must provide the Classified Personnel Department with as much advance notice as reasonably possible; however, under no circumstances, except for cases of medical emergency or unforeseen circumstance, will a request for leave be made less than ten (10) working days in advance of the requested leave. Failure to provide at least ten (10) working days advance written notice entitles the District to delay commencement of the leave until ten (10) working days have passed from the date of the request.

8.14.9.3 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

8.14.10 Family care and medical leave can be taken in multiple periods.

8.14.10.1 The minimum duration of any family care and medical leave for reason of birth, adoption or foster care placement of a child of the employee shall be two (2) weeks. However, the District must twice grant a unit member's request for family care and medical leave of at least one (1) day but less than two (2) weeks duration if

the unit member complies with all the requirements of the provisions of Article VIII, Section 8.14 of this Agreement.

8.14.10.2 Family care and medical leave for the serious health condition of the employee's child, parent or spouse or of the employee, may be taken intermittently, in one (1) day increments, when medically necessary, as determined by the health care provider of the person with the serious health condition.

8.14.11 During the period of leave taken pursuant to the provisions of Article VIII, Section 8.14 of this Agreement, the unit member must concurrently use any accrued vacation leave, other accrued time off, or any other available paid leave. If the unit member takes a leave because of his/her own serious health condition, the unit member must concurrently use any accrued sick leave during the period of the leave. However, a unit member shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the unit member.

8.14.12 The District shall maintain the unit member's health and welfare plans, for the duration of the family care and medical leave, not to exceed a cumulative maximum of twelve (12) workweeks in a twelve (12) month period.

8.14.13 The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit plan.

8.14.14 A unit member's request for family care and medical leave due to the birth of a child shall be supported by either a statement from a physician certifying the pregnancy or a birth certificate.

8.14.15 A unit member's request for leave to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care

provider of the individual requiring care. This certification shall include:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. An estimate of the amount of time that the healthcare provider believes the unit member needs to care for the individual requiring the care; or,
- d. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.14.16 A unit member's request for family care and medical leave, because of the unit member's own serious health condition, must be supported by a certification issued by his/her health care provider. That certification shall be sufficient if it includes all of the following:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition; and,
- c. A statement that, due to the serious health condition, the unit member is unable to perform the function of his/her position.

8.14.17 Upon expiration of the time estimated by the health care provider in provisions 8.14.15, subparagraph c, and 8.14.16, subparagraph b, if additional leave is required, the District may require the unit member to obtain recertification in accordance with the same procedures set forth in provisions 8.14.15 and 8.14.16.

8.14.18 In any case in which the District doubts the validity of the certification provided pursuant to provisions 8.14.15 and 8.14.16, the District may require, at the District expense, that the unit member obtain the opinion of a second health care provider, designated or approved by the District, concerning any information

certified under provisions 8.14.15 and 8.14.16.

8.14.18.1 The health care provider designated by the District shall not be employed on a regular basis by the District.

8.14.18.2 If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the unit member obtain the opinion of a third health care provider, designated or approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and unit member.

8.14.19 As a condition of a unit member's return from family care and medical leave because of the unit member's own serious health condition, the unit member must obtain certification from his/her health care provider that the unit member is able to resume work without restriction.

8.14.20 The District shall not refuse to reinstate, and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to family care and medical leave or because he/she gives information or testimony related to his/her or another person's family care and medical leave in an inquiry related to family care and medical leave.

8.14.21 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child or serious health condition of a child that would allow the parents' family care and medical leave totaling more than a cumulative total of twelve (12) workweeks in a twelve (12) month period.

8.14.22 Substitute Employment - A unit member on family care and medical leave for the birth or placement of a child shall not be denied the opportunity to substitute in the

District by reason of the fact that he/she is on family care and medical leave.

8.14.23 Leave taken by a unit member pursuant to the provisions of Article VIII, Section 8.14 of this Agreement shall run concurrently with any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave taken as provided in Section 8.14.11 and shall run concurrently with leave taken pursuant to the FMLA or California Government Code section 2945.2, and under no circumstance shall entitle a unit member to an aggregate amount of leave in excess of twelve (12) workweeks in a twelve (12) month period.

8.14.24 A unit member is entitled to take, in addition to the leave provided for under these provisions, the pregnancy disability leave provided for under Article VIII, Section 8.13 of this Agreement.

8.15 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

8.15.1 Any permanent unit member who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.

8.15.2 The unit member may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in the exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

8.16 Leave of Absence for Study

8.16.1 Every regular unit member who has completed seven (7) years of service

in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from leave, must be completed before another study leave may be requested.

8.16.2 Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the Board of Trustees, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study leave eligibility.

8.16.3 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

8.16.4 The unit member must file an application with the Board of Trustees for a leave of absence under this Section and must outline:

8.16.4.1 His/her work history with the District (e.g., position held and length of service in each);

8.16.4.2 Length of leave requested and time period in which the leave will be completed if granted;

8.16.4.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institute giving the course, costs involved, degree or credits to be granted, and other pertinent data;

8.16.4.4 Amount of compensation requested while on leave

- 8.16.4.5 Service, if any, to be performed by the unit member for the District during the leave;
- 8.16.4.6 The benefits to be derived by the District by the granting of the leave;
- 8.16.4.7 Willingness by the unit member to provide a bond to the District as required by law;
- 8.16.4.8 Agreement by the unit member that he/she will serve the District for at least two (2) years after termination of the leave;
- 8.16.4.9 Willingness to provide the District evidence of satisfactory study progress at agreed intervals during the leave; and, failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in immediate cancellation of the leave.
- 8.16.4.10 Agreement by the unit member that he/she will report any employment during the leave to the Classified Personnel Department, who shall determine whether conflict exists with the purpose of the leave.

8.16.5 If a leave is granted under this Section, the unit member will be paid, at a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board of Trustees and unit member may agree, in writing, to greater compensation. If the Board of Trustees approves compensation greater than the minimum, it shall be not less than one-half (1/2) of the unit member's normal rate of compensation and not more than full compensation.

8.16.6 Compensation shall be paid as follows:

8.16.6.1 If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years with the District upon return from leave, the agreed-to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave.

8.16.6.2 If the unit member provides the required bond or submits a written document approved by the Board of Trustees in accordance with Education Code section 45364, the unit member shall be paid the agreed-to compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a pro rata portion of any compensation received while on leave.

8.16.6.3 If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service has been performed.

8.17 Conference Leave

8.17.1 A unit member may request, through the appropriate administrator, paid leave

for attendance at conferences and conventions which would lead to an increase in the skills, knowledge, and understandings of the unit member's current or future planned assignment within the District. If such leave is approved, the unit member shall be paid at the rate he/she would have received had he/she reported to work during the leave.

8.17.2 Should Conference Leave be granted, the unit member's cost for transportation, lodging, registration, and supplies shall be paid by the District when verified by receipts from the unit member.

8.17.3 A written or oral report of the conference or convention may be requested by the appropriate administrator or Superintendent/Designee.

8.18 Leave of Absence for Retraining

In the event that the Board of Trustees contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced unit members in accordance with this Article.

8.18.1 To be eligible for retraining leave, a unit member must: 1. Have served at least three (3) years in the District. 2. Be serving in a position which the District contemplates abolishing, or show that the retraining will clearly benefit the District. 3. Indicate a willingness to serve the District at least two (2) years after successful completion of the retraining program.

8.18.2 The Board of Trustees shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

8.18.3 The unit member shall be considered a permanent unit member for all purposes during the period of the retraining program and shall receive his/her normal compensation and benefits. The Board of Trustees may prescribe

duties, if any, to be performed by the unit member on behalf of the District during retraining leave.

8.18.4 The Board of Trustees shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the unit member if he/she fails to complete the prescribed retraining program.

8.18.5 At its discretion, the Board of Trustees may establish retraining programs for purposes other than outlined in this Article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three (3) year service requirement shall prevail. Approval for such leave shall be discretionary with the Board of Trustees.

8.19 Transfer of Sick Leave from Another District

Any classified employee of any school district within California who has been an employee of that district for a period of one (1) calendar year or more and who terminates employment with that district for the sole purpose of accepting a classified position with this District and who subsequently, within one (1) year of termination of his/her former employment, accepts a classified position shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district.

8.20 Reopening of Negotiations in the Event of Changes in State or Federal Law If changes

occur in State or in Federal law or regulations pertaining to any of the leave provisions of this Agreement, either party shall be entitled to immediately reopen negotiations pertaining to the affected provisions.

ARTICLE IX

SHIFT CHANGES/DIFFERENTIALS

9.1 Assignments Involving Shift Changes or Shift Differentials

9.1.1 Shift change assignments (involving merely a reshuffling of personnel and not involving a shift differential) shall be made on the basis of seniority among those unit members within the appropriate class who request such an assignment. If no such unit member requests the assignment, the assignment will be given to the least senior unit member within the appropriate class.

9.1.2 A vacant position within the bargaining unit involving a shift differential shall be awarded to the most senior unit member within the classification who requests assignment to the position. If no unit member requests assignment to the position, the District will implement its procedure for filling a vacancy.

ARTICLE X
JOINT COMMITTEE

10.1 A joint committee composed of an equal number of District Representatives and Union Representatives shall convene when requested by either party for the purpose of discussing subjects of mutual concern and to build mutual understanding and respect in the solution of common problems.

10.2 The District agrees to establish a committee to study the feasibility of developing and implementing a Professional Growth Program for unit members during the life of this Agreement. The recommendations of this committee would be subject to approval by the Board of Trustees.

ARTICLE XI

SAFETY

- 11.1 The District shall strive to insure that each unit member is provided with safe working conditions. The Union shall encourage unit members to be safety conscious in the performance of their duties, to comply with safety policies and procedures, and to promptly report alleged unsafe conditions to their supervisors.
- 11.2 A District-wide accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with applicable State Safety Orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modifications of facilities, equipment, records and practices shall be made promptly to meet requirements of the State Safety Orders and to reduce or eliminate hazardous conditions.
- 11.3 Consistent with this Article, each department head and school principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.
- 11.4 The Union shall have the right to appoint one representative to any District sponsored Safety Committee. Unit members shall be granted a reasonable amount of released time to carry out their duties as Safety Committee members.

ARTICLE XII

WAGE AND SALARY

12.1 Regular Rate of Pay

12.1.1 The District shall provide an on schedule wage increase of six (6) percent retroactive to July 1, 2006 for the 2006-2007 school year.

12.1.2 The District shall maintain a minimum differential of one percent (1%) between the first step of the unit member's salary and the last step of the salary range of any employee supervised by that unit member.

12.2 Placement on the Salary Schedule

12.2.1 All new District employees shall be appointed at the hiring rate for the class. The hiring rate shall be the first step on the schedule, except for classes where an accelerated hiring rate has been approved by the Board of Trustees. If an accelerated hiring rate is approved, all current unit members within the class shall be advanced to that rate.

12.2.2 When a unit member is promoted or assigned to a classification with a higher maximum salary than his/her previous classification, his/her salary will be adjusted to the minimum hiring rate or to that step or new range that represents at least a five percent (5%) salary increase.

12.2.3 When a position is reclassified upward or reallocated to a new class, an incumbent who is reclassified or reallocated with his position shall be placed on the step in the higher class, which corresponds to his numbered step in the previous class.

12.2.4 When a position is reclassified downward or reallocated downward, an incumbent in the class shall be placed on the step in the lower class which corresponds to the rate of his step in the former class.

12.2.5 Upon return from unpaid leave of absence, a unit member shall be placed

on the same step which he/she had achieved prior to the leave. He/she will be placed on the same salary range as the rest of the positions within the same classification have attained. Credit for step advancement shall accrue during any paid absence, industrial accident or industrial illness leave. If necessary, upon return from a leave of absence, anniversary dates may be adjusted in order that the unit member shall be granted step advancement after having completed the amount of service required by Section 3 of this Article.

12.3 Step Advance

Unit members placed below the maximum step of a range will advance to the next step on the first (1st) day of the pay period (month) following completion of the probationary period in the class. Each succeeding step will be attained one (1) year from the preceding step.

12.4 Longevity Pay

Unit members shall be awarded longevity stipends according to the following schedule:

<u>Service</u>	<u>Stipend</u>
5 years as a Supervisor	\$780/year
15 consecutive year of service with the District	\$780/year

The annual stipends will be payable on a monthly basis. Unit members who completed the service requirements as of the date of ratification shall be eligible for the stipends immediately. Thereafter, if the service requirement is completed within the first fifteen (15) days of the period, the stipend shall appear on that period's salary warrant. If the service requirement is completed within the latter fifteen (15) days of the pay period, the stipend shall appear on the following pay period's salary warrants.

12.5 Differential Pay

12.5.1 Unit member whose regularly assigned time requires them to work

one-half (1/2) time or more between the hours of 5:00 p.m. and 12:00 midnight shall be paid monthly or hourly rates five percent (5%) higher than the regular rate for unit members in the classification. If the regularly assigned time requires the unit members to work one-half (1/2) time or more between hours of 12:00 midnight and 8:00 a.m., the unit member shall be paid at monthly or hourly rates ten percent (10%) higher than the regular rate for unit members in the class.

12.5.2 Unit members receiving differential pay on a continuous basis shall not lose any such differential pay if they are temporarily ordered to work on a day shift or in any way alter their duties for periods not to exceed twenty (20) days.

12.5.3 Plant Manager Assignment Bonus

Plant Managers, who are assigned to two (2) school sites, shall be entitled to a one-step salary increase above their regular rate of pay only for the actual period of time they are assigned to two school sites.

12.6 Unit Member Expenses and Material

12.6.1 Uniforms

12.6.1.1 The District shall provide or pay the full cost of the purchase, lease or rental of any uniforms, distinctive clothing, equipment, identification badges, emblems, and cards required by the District to be worn or used by unit members:

- A. Public Safety unit members shall receive \$375 annual uniform allowance to be paid quarterly.
- B. Transportation supervisor shall be granted an annual uniform allowance of \$175 to be paid annually.

12.6.2 Tools

12.6.2.1 If a unit member provides tools or equipment for use in the course of employment and has obtained the District's written approval to use such items, the District shall provide a safe storage place for the items. In the event of theft or loss of tools and/or equipment, the District will replace or reimburse the unit member for the item.

12.6.3 Safety Equipment

12.6.3.1 The District shall furnish personal protective equipment or gear necessary to insure the safety and health of the unit member or to reimburse the unit member for procuring District approved equipment or gear. Any disputes arising out of this Section may be forwarded to the District Safety Committee for recommended resolution.

12.6.4 Mileage

12.6.4.1 Unit members who are required to use their personal vehicles for District business shall be reimbursed at the following rates:

<u>MILEAGE/MONTH</u>	<u>REIMB/MILE</u>
First 100	27 cents
101 to 400	23 cents
Over 400	18 cents

12.6.5 Meals and Lodging

12.6.5.1 Any unit member who must have meals or overnight lodging away from home, as a result of a work

assignment, shall be reimbursed in accordance with the District's Conference Attendance Policies.

12.6.6 Physical Examination

12.6.6.1 If the District requires a unit member to submit to a physical examination for continuance in employment, the District shall either provide the examination or provide the unit member with reimbursement for the required examination.

12.6.7 Hold Harmless Clause

12.6.7.1 The District shall insure against the personal liability of unit members for damages in the event of death, injury to a person, or damage or loss of property when the unit member is on District property or engaged in District business.

12.6.8 Compensation During Required Training Periods

12.6.8.1 When a unit member is required by the District to attend training sessions or engage in training of any kind in order to continue his/her employment in a position he/she shall be compensated as follows:

12.6.8.1.1 The unit member shall receive his/her regular rate of pay, all benefits, and authorized differentials when the training occurs during regularly assigned hours.

12.6.8.1.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or when the training occurs at a

time other than the regularly assigned workweek, the unit member shall be paid at the appropriate overtime rate.

12.6.8.1.3 All costs incurred, under a mandated training program, for transportation, lodging, registration, or the District when verified by receipts from the unit member shall pay supplies.

12.6.9 On Call Assignment/Stipend

Excluding Police Supervisors, whenever a unit member is designated to serve as the primary designee for on-call duty, the District agrees to pay one (1) hour of pay per day each day of the on-call assignment, in addition to the usual and customary overtime compensation actually incurred as a result of this assignment.

12.7 Replacing or Repairing Unit Member's Property

12.7.1 The District shall at its discretion pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member when such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty. Replacing, or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$19.00, but not in excess of \$200.00. The value of such property will be determined as of the time of damage thereto or the robbery or theft.

12.7.2 The District shall at its discretion reimburse a unit member for damage to

personal vehicles used in the line of duty under the following conditions. Prior approval shall be obtained from the School Administrator/Department Head, or the person appointed by him/her for this purpose, for use of the personal vehicle in the line of duty. Such approval shall contain all information identifying the vehicle to be used: insurance coverage, to include limits of coverage, insurance carrier, and the condition of the vehicle. Replacing, or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$19.00, but not in excess of \$200.00. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

12.7.3 In the event the unit member is paid the costs of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property, in accordance with Education Code section 35176.

12.8 Compensation for Work Out-of-Classification

12.8.1 A unit member may be required to perform duties inconsistent with those assigned to the position by the Board of Trustees for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. The unit member will receive a one (1) step salary differential for the period worked out-of-classification. If the duties are performed in a position that is a higher classification the unit member shall receive at least a one (1) step differential or the first (1st) step in the salary range of the position he/she is temporarily filling, whichever is the greater amount.

12.8.2 Working out-of-classification shall be defined as performing duties, which are substantially different from those fixed and prescribed for the unit member's regular position by the Board of Trustees. This would include duties performed in a lower classification, a higher classification, or a classification within the same salary range.

12.8.3 It is the intent of this Section to permit the working of employees temporarily outside their normal duties, but to require that some additional compensation be provided during temporary assignments.

12.8.4 The selection of unit members to be assigned to temporary assignments outside their normal duties shall whenever possible, be restricted to unit members on appropriate eligibility lists. The assignment shall be determined by the department head.

12.9 Summer School Assignment

12.9.1 If the District maintains school sessions or provides a feeding program at times other than during the regular September-June academic year, the District shall assign for service during such times unit members. Any such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. Unit members, whose regular yearly assignment excludes any part or all of the period between the end of one academic year and the beginning of another, shall not be required to perform services during such periods. Unit members, who are assigned beyond their regular yearly assignment, shall receive on a pro rata basis not less than the compensation and benefits, which are applicable to that classification during the regular academic year.

12.10 Payroll Practices

12.10.1 All unit members shall be paid twice per month, payable on the tenth (10)

and twenty-fifth (25th) of the month. If the normal payroll date falls on a holiday, Saturday, or Sunday, the pay warrant shall be issued on the preceding workday unless circumstances beyond the District's control precludes payment on these dates.

12.10.2 The District shall make every reasonable effort to assure that pay warrants are delivered before the close of District business hours.

12.10.3 Any error resulting in insufficient payment for a unit member shall be corrected, and a supplemental warrant issued within one (1) day after receipt of necessary documentation in the Payroll Department.

12.10.4 If a unit member's pay warrant is lost after receipt by the District or if the unit member fails to receive a pay warrant through no fault of his/her own, the District shall provide the unit member eighty percent (80%) of the net pay due within two (2) hours of notification. If a pay warrant is lost after receipt by the unit member or is not delivered within five (5) days of mailing, if the unit member requested it to be mailed, the District will order a replacement warrant from the Los Angeles County Office of Education in accordance with the following procedures:

12.10.4.1 The District must wait seven (7) days from the pay date to contact the Los Angeles County Office of Education to request an affidavit for the unit member's signature.

12.10.4.2 Upon receipt of the affidavit in the District, the unit member will be requested to execute it, certifying that the lost or undelivered pay warrant has not been negotiated to the benefit of the unit member.

12.10.4.3 Within one (1) day of execution of the affidavit, the District will order a replacement warrant for the lost or undelivered

warrant.

12.10.5 Payroll adjustments due to a unit member as a result of a status change shall be submitted to the Los Angeles County Office of Education within five (5) days after receipt in the Payroll Department of the necessary documentation approved by the Board of Trustees.

12.11 Incremental Educational Incentive Payments

12.11.1 Using the entry level salary for the 1997/1998 school year of \$2,351.15 as the base for calculation for each of the following incremental educational incentive payments, a unit member shall receive the following incremental payment stipends in addition to his/her base salary upon meeting the specified training hours or being granted the specified certificates (verified through the Peace Officers Standard Training ("POST") Department) as follows:

12.11.1.1 After completion of Level III Post Certificates or sixty-four (64) hours of Post Training, a nine (9) percent incremental payment shall be added to the unit member's base salary in the amount of \$211.60 per month.

12.11.1.2 After completion of Level II Post Certificate or one hundred fifty-four (154) hours of Post Training, an additional four (4) percent incremental payment shall be added to the unit member's base salary in the amount of \$94.00 per month.

12.11.1.3 After completion of Level I Post Certificate or two hundred twenty-two (222) hours of Post Training, an additional four (4) percent incremental payment shall be added to the unit member's base salary in the amount of \$94.00 per month.

12.11.1.4 After completion of Basic Post or Designated Level I Post Certificate or six hundred sixty-four (664) hours of Post Training, an additional four (4) percent incremental payment shall be added to the unit member's base salary in the amount of \$94.00 per month. [T/A 2/29/00]

12.11.1.5 The foregoing incremental payments shall be cumulative.

12.11.2 Eligibility for and payment of such incremental payments shall be retroactive to the date of ratification of the tentative agreement by the unit members, but subject to ratification of the tentative agreement by the State Administrator and Board of Trustees. Thereafter, as a unit member qualifies for an incremental payment, such payment shall be made prospectively, only. All incremental payments shall be pro rata. Any future salary increases shall be calculated on the basis of base salary, only.

12.12 Plant Manager Assignment Bonus

Plant Managers who are assigned to two (2) school sites, shall be entitled to a one-step salary increase above their regular rate of pay only for the actual period of time they are assigned to two school sites.

12.13 Cafeteria Supervisors Bonus

Cafeteria Supervisors who prepare meals menu for more than one school site, shall be entitled to a five percent (5%) stipend above their regular rate of pay, but only for the period of the time they work for more than one school site.

ARTICLE XIII

HEALTH AND WELFARE

13.1 Definitions: The following definitions shall apply to this Article: "plan," means the type of plan, e.g., preferred provider organization (PPO), health maintenance organization (HMO), point of service (POS), fee for service (FFS), etc.; "carrier" means the particular insurance company through which a plan is being offered, e.g., Kaiser, Blue Cross, etc.; "level of benefits" means the terms of a given plan, e.g., deductibles, co-payments, maximum out-of-pocket, etc.

13.2 Health and Welfare Benefits for Full-Time Regular Unit Members

Effective at the beginning of the 1995/96 benefit year, the District shall provide the following health and welfare benefits to full-time, regular unit members:

13.2.1 Medical Insurance:

The District shall make available a maximum of three (3) medical insurance plans. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits.

The District shall annually contribute the following amounts towards the cost of the unit member's medical plan:

A.	3 Party or More	\$9,407.10
B.	2 Party	\$6,634
C.	1 Party	\$3,317

The District's increased contribution shall be effective July 1, 2006.

If the District's contribution is insufficient to cover the cost of the premiums for the unit member's medical plan, the District shall make monthly deductions from the unit member's salary to cover the excess cost of premiums over the District's contribution.

13.2.2 Life Insurance: Unit members shall be provided with a \$5,000 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to \$50,000 under the group policy. The premiums for any such additional coverage shall be paid by the employee.

13.2.3 Dental and Vision Insurance: The District shall make available a maximum of two (2) dental plans and one (1) vision plan. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall pay the cost of the premiums for the dental and vision plans. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits.

13.3 Changing Coverage: Unit members may change from one (1) health or dental plan to another during the open enrollment period each year. Unit members may change from one (1) health insurance carrier to another during the open enrollment period each year.

13.4 Commencement of Benefits: Unit members who are employed after the first day of a payroll period shall have Health and Welfare Benefits commence on the first of the month following thirty (30) days after the date of employment.

13.5 Termination of Benefits: Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Program through the last day of the month of the unit member's termination if the

premiums have been paid.

13.6 Retiree Benefits for Unit Members: Unit members who retire during the term of this contract and who are at least sixty (60) years of age and have twenty (20) or more years of full-time credited service in the Compton Unified School District, or who are at least fifty-five (55) years of age and have thirty (30) or more years of full-time credited service in the Compton Unified School District, shall be eligible to participate in the District's medical plan until age sixty-five (65). For each month from retirement until the unit member's sixty-fifth (65th) birthday, the District shall pay fifty percent (50%) of the monthly premiums for the retiree participant's medical plan, up to a maximum contribution in any school year of fifty percent (50%) of the cap set forth in Section 13.2.1. The maximum contribution by the District for a school year shall be fifty percent (50%) of the cap, which was in effect during the year the unit member retired, regardless of any subsequent negotiated increase or decrease in the cap after the date of retirement. Until age sixty-five (65), an eligible retiree shall also be entitled to participate in the District's dental and vision plans, provided the retiree pays the full premiums for the plans. For a period of three (3) years beginning with a retiree's sixty-fifth (65th) birthday, the District shall reimburse the retiree for the cost up to \$50.00 per month for ten (10) months towards the premium of a Medicare supplement plan, subject to verification to the District's satisfaction of the unit member's participation in the plan. Unit members who, upon retirement, are not at least sixty (60) years of age with twenty (20) or more years of full-time credited service in the District, or at least fifty-five (55) years of age with thirty (30) or more years of full-time credited service in the District shall not receive any health and welfare benefits upon retirement.

13.6.1 Unit members who retire during the term of this contract shall have benefits as follows:

- Unit members who retire during the term of this contract and who are at

least sixty (60) years of age and have twenty (20) years or more of full-time credited service in the District, shall have full medical coverage to age sixty-five (65).

- Unit members who retire during the term of this contract and who are fifty-five (55) years of age and have thirty (30) years of full-time credited service in the District, shall have fifty percent (50%) paid medical benefits to age sixty-five (65).

13.7 Improvements in Retiree Benefits: Unit members who retire during the 1990/91 fiscal year who are eligible for the retirement program described in former Article 13.1.3 of the contract shall be eligible for any improvements in the Health and Welfare Program, which may be negotiated for unit member retirees during the 1991/92 fiscal year. Thereafter, those retirees shall not be eligible for any improvements in benefits.

13.8 Health and Welfare Benefits Committee: The District shall establish a district-wide committee to meet and review Health and Welfare Benefits. The Union shall be allowed proportional representation on that committee.

13.9 Public Safety Retirement Program: Pending approval by the Board of Trustees, Public Safety unit members shall be included in the Public Safety Retirement Program.

13.10 Cash Payment in Lieu of Medical, Dental, and Vision Benefits: Commencing with the 1994/95 school year, in the event a unit member who is eligible for the District-paid health and welfare benefits is covered under another benefit plan, the unit member may elect to receive a \$1,000 cash payment in lieu of receiving District provided health and welfare benefits plan, including medical, dental, and vision benefits. Any unit member who wishes to elect this option must notify the District of such election prior to the end of the open enrollment period for health care coverage for each school year. Any unit member electing this option must provide proof to the satisfaction of the District by the end of the open enrollment period for each school year that he/she is covered under another

benefit plan, and shall not be entitled to District medical, dental, or vision benefits. After verification of the other plan, the unit member will be entitled to the \$1,000 cash payment. Such cash payment shall be made at the end of each fiscal year during which the unit member has elected and qualified for this option. The District shall continue to provide the life insurance plan provided for in Section 13.2.2 of this contract for unit members electing this option.

In the event a unit member who elected this option provides proof to the satisfaction of the District that his/her coverage under another benefit plan has lapsed and the reason or reasons for the lapse, the unit member may enroll in a District-provided plan at any time during the year upon the approval of the Insurance Carrier. As of June 29, 1994, FHP and Health Net permits off open enrollment enrollees if the enrollees lost coverage through the alternate carrier due to the spouse's termination, layoff, or reduction in hours. However, Kaiser will not accept mid-term enrollees. This may change in the future. However, a unit member whose coverage under another health care plan has lapsed for medical reasons shall not be allowed to enroll in a District-provided plan. Upon enrollment in a District-provided health care plan, the District will prorate the cash payment made to the unit member under this article for the period of non-participation in a District-provided plan, and prorate the portion of the District's premiums to be paid for the year.

- 13.11 For the term of the Agreement (July 1, 2003- June 30, 2006), a majority vote of the unit shall determine whether the unit participates in PERS medical plans or plans available through the District.

ARTICLE XIV

HOLIDAYS

14.1 Eligibility for Holiday Pay

14.1.1 All unit members will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holidays.

14.1.2 Holidays shall include Independence Day, Labor Day, Admission Day, Veterans Day, Thanksgiving Day, Christmas, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Good Friday, Memorial Day, and all other days approved by the Board of Trustees. If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday will be deemed to be the holiday.

14.1.3 Pay for a holiday shall be the same as the unit member would have received had the day not been a holiday.

14.1.4 When a unit member is required to work on any authorized holiday, he/she shall be paid compensation or given compensating time off for such work at the rate of time and one-half (1-1/2) his/her regular salary, in addition to the regular pay received for the holiday.

14.2 School Holidays

14.2.1 Unit members who are not normally assigned to duty during the school holidays which include December 25th, January 1st, and any other Board of Trustee declared holidays shall be paid for those holidays, provided they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Exchange of Holidays by Board of Trustee Action

14.3.1 The Board of Trustees may, prior to July 1st, of any year, specify if so authorized in law, that school will be maintained and unit members are required to work on any or all of these holidays:

Admission Day, November 11th, February 1st, February 22nd and/or
May 30th

14.3.2 If the Board of Trustees takes such an action, it shall designate another day, during the same school year, as a holiday for unit members in lieu of the regular, normal holiday.

14.3.3 The day specified as the "in lieu" holiday shall be a day when all unit members who could normally have established eligibility for the regular holiday will also be able to establish eligibility for the "in lieu" holiday. The designated as an "in lieu" holiday shall provide unit members with at least a three-day weekend.

14.3.4 Unit members who will not normally be able to establish eligibility for the "in lieu" holiday, and who are required to work on the regular holiday, shall be paid, in addition to the normal pay for the holiday, at the rate of time and one-half (1-1/2) for time required to be worked.

14.4 Miscellaneous Holiday

14.4.1 Additional Holiday

Every day declared by the President or by the Governor as a day of public fast, Thanksgiving or holiday under section 37220 or section 37221 of the Education Code or any day declared a holiday by the Board of Trustees under Section 37222 of the Education Code, shall be a paid holiday for unit members.

ARTICLE XV

VACATION

15.1 Eligibility

15.1.1 Every unit member shall earn vacation at the prescribed rate as part of his/her compensation. Vacation shall be earned during any paid leave of absence. Unit members who are assigned to work less than a full year or regular workweek shall earn vacation at a pro ration of their hours per week, weeks per month or months to a calendar year.

15.2 Earning Rate

15.2.1 Unit members shall earn vacation in the following manner:

<u>Employee's Years of Service</u>	<u>Vacation Earnings Monthly Basis</u>	<u>Maximum Earnings Yearly Basis</u>
1 through 2 years	1 day/month	12 days/year
3 through 10 years	1.25 days/month	15 days/year
11 through 14 years	1.50 days/month	18 days/year
15 through 19 years	1.75 days/month	21 days/year
20 years and over	2 days/month	24 days/year

15.2.2 In no case will a unit member who was exempt from overtime prior to January 11, 1983, have a reduction in vacation time. Those employees shall earn vacation at the rate of twenty-two (22) days per year or according to the schedule, whichever is greater.

15.2.3 On or before June 1st of every year, unit members shall receive a report itemizing all vacation credit earned, utilized and any balance remaining in their account.

15.3 Vacation Pay Rate

15.3.1 The rate at which vacation is paid shall be unit member's current rate.

A unit member whose vacation is earned and who began in a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.

15.4 Vacation Pay Upon Termination

15.4.1 Upon separation from the service, except for cases listed under Section 15.3.1 above, a unit member shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment. In no case will employees be paid for any accumulated vacation if six (6) months of service or the probationary period is not completed prior to separating from service with the District.

15.5 Illness and Bereavement While on Vacation

15.5.1 Any unit member who is on vacation and subsequently becomes ill or is bereaved before his/her vacation is completed shall be placed on sick leave or bereavement leave, as the case may be, if the illness or bereavement is such that had the unit member been working he/she would have been eligible for sick or bereavement leave.

15.6 Holiday During Vacation

When a holiday falls during a scheduled vacation the unit member shall be paid for the holiday without a charge against his/her vacation leave account.

15.7 Accumulation and Carry-Over of Vacation

15.7.1 Accumulation and Carry-Over for Ten-Month Employee

Unit members who are ten (10) month employees may use earned vacation days only during the Winter and Spring Recesses. EXCEPTION: A unit member may request use of a vacation leave outside those time periods where a unique personal situation of the unit member requires his/her use of a vacation leave. Such a request should be submitted within a reasonable

period of time prior to the desired date of absence.

15.8 Bonus Vacation Days

15.8.1 Employees who do not charge any leave of absences to accumulated sick leave during the fiscal year shall receive two (2) bonus days of vacation.

15.8.2 Employees who use three (3) or less days of any leave of absences charged to sick leave during the fiscal year shall receive one (1) bonus day of vacation.

15.8.3 Bonus days of vacation shall be calculated as of June 30th each year and credited to unit members as of July 1st. Bonus days of vacation shall be subject to the same carry-over limitation as regular vacation days.

15.8 Excess Vacation Days for Ten-Month Employees

15.8.1 At the end of the regular school year, unit members who are ten (10) month employees shall be paid for any accumulated vacation days in excess of the number of vacation days encompassed within the Winter and Spring Recesses. The applicable rate of pay shall be the unit member's rate of pay on the last day of the unit member's work year.

15.10 Vacation Scheduling

15.10.1 If a unit member is not permitted to take his/her full vacation in the school year the vacation is earned or the following school year, the days not taken may carry over for one (1) more school year, or the unit member may request payment in lieu of vacation earned above the maximum or accumulation of excess vacation credit. Although effort will be made to schedule the unit member's vacation for the dates requested, the District may require the unit member to take his/her vacation on other dates consistent with the needs of the District. Vacation

may not be taken in units of less than one (1) full day.

- 15.10.2 If a unit member is not permitted to take his/her full vacation in the school year the vacation is earned for the following school year, the days not taken may carry over for one (1) more school year. For the purposes of this subsection, "not permitted to take his/her full vacation" means that all of the following have occurred: (1) the unit member has asked his/her supervisor to schedule vacation for the unit member and the supervisor has failed to do so, (2) the unit member has submitted a written statement to the Superintendent/Designee regarding the failure to schedule vacation and requesting that the unit member be permitted to carry his/her vacation days over for one (1) more school year, and (3) the Superintendent/Designee has given the unit member written approval to carry over the vacation days. The fact that the District requires the unit member to take his/her vacation on dates other than those requested by the unit member shall not mean that the unit member was not permitted to take his/her full vacation.

ARTICLE XVI

DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and, take action on any matter in the event of an emergency. In the event the District decides to lay off unit members or contract out work of unit members, the District will meet and negotiate upon request over the effect of such decisions on wages, hours, and other terms and conditions of employment as defined in the EERA. The intent of such service shall be to insure that existing Education Code provisions and Personnel Commission regulations are applied.
- 16.2 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 specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

16.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. Emergency shall be defined as a situation calling for prompt action, brought about by an Act of God, by unusual, unexpected or extraordinary occurrence whose cause is unknown.

ARTICLE XVII

CONCERTED ACTIVITIES

- 17.1 It is agreed and understood that there will be no concerted activity such as a strike, job action, work stoppage, slow-down, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 17.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 17.3 It is understood that in the event this Article is violated, the District shall be entitled to file a grievance against the Union under the provisions of Article IV, Grievance Procedure, and to take appropriate action against employees. The Arbitrator would have authority to assess damages for violation of this Article.

ARTICLE XVIII

NON-DISCRIMINATION

Pursuant to applicable Federal and State laws, the Union and District agree not to discriminate against any employee based upon race, color, creed, national origin, religion, gender, age, physical handicap, marital status, political affiliations, union activities, or sexual orientation. Complaints regarding alleged violations of this Article may not be pursued beyond the intra-district level of the Grievance Procedure. Nothing in this Article is intended to preclude a unit member from pursuing legal remedies available under State or Federal laws to redress alleged discriminatory actions.

ARTICLE XIX

SAVINGS PROVISIONS

- 19.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provisions shall be severed from the remaining provisions of this Agreement and shall be deemed null and void to the extent required by the court. Other provisions of this Agreement will continue in full force and effect.
- 19.2 In the event of suspension or violation of any Article or Section of this Agreement and in the event the Article or Section may legally be replaced the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX

TERM OF AGREEMENT

- 20.1 The term of the Agreement shall be from July 1, 2006 through June 30, 2009.
- 20.2 For 2007-2009, the parties agree to bargain salary, health and welfare benefits, and up to two (2) subjects selected by each party. If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party in writing, not later than March 1st of the year in which the Agreement expires.
- 20.3 A written request to modify or amend the Agreement or to reopen any Article of this Agreement under Section 20.2 or 20.3 shall be accompanied by substantive, written proposals.

ARTICLE XXI

DRUGS AND ALCOHOL

- 21.1 Use/Sale of Drugs and Alcohol: The District and the Union do not and will not condone the use, sale, or possession of any controlled substances including, but not limited to alcohol, amphetamines, barbiturates, benzodiazepines, depressants, heroin, LSD, cannabinoids, cocaine, methadone, methaqualone, phencyclidine, propoxyphene, opiates, and designer drugs.
- 21.2 Under the Influence/Use/Sale: The presence in the system, being under the influence, or the use or possession of controlled substances or alcohol during work hours, on District property, at District functions, at any time, shall be grounds for disciplinary action up to and including termination of a unit member. The sale of controlled substances or alcohol by a unit member while working on assignment, on District property, at District functions, at any time, is grounds for immediate termination. The possession of controlled substances or alcohol by a unit member while working on assignment, on District property, at District functions, at any time, is grounds for immediate termination. Any controlled substance or alcohol found on District property will be confiscated and turned over to the appropriate law enforcement agency. Unit members who are detained by local, state, or federal law enforcement officials for off-the-job drug related activities may be considered in violation of this Article and subject to discipline up to and including termination. In deciding what action to take, the District will take into consideration the nature of the offense, extenuating or aggravating circumstances, if any, surrounding the conduct, the employee's job duties and employment record with the District, the likelihood of the recurrence of the conduct, and the impact of the conduct on the District's students, employees, and reputation.
- 21.3 A unit member shall be disciplined for violation of Section 21.11.5 et seq. of this Article in accordance with the rules and regulations set forth by the Board of Trustees and the

Personnel Commission pursuant to Education Code section 45220 et seq. Disciplinary action for violation of this Article is not subject to the Grievance Procedure in this Agreement.

21.4 Drug and Alcohol Testing: This Article delineates the purposes and procedures to be utilized for the testing for the presence of drugs and alcohol in the system of unit member, and shall apply to unit member drug or alcohol use which may have an adverse effect on the unit member's employment, job performance, the health, safety and welfare of district pupils, employees and others, or tend to injure the public services.

21.5 "Drug" means any substance including alcohol that has known mind or function altering effects on the human subject, specifically including psychoactive substances, including, but not limited to, substances prohibited or controlled by the laws of the State of California and federal controlled substance laws.

21.6 Unit Member Drug Testing Based on Reasonable Suspicion: The District shall have the right to question unit members and to require unit members to be tested for the presence of drugs or alcohol in their system when the District has reasonable suspicion to believe that the presence of drugs or alcohol in the unit member's system is likely to have an adverse impact on District property, the health, safety, or welfare of District pupils, the unit member, or others, or adversely affects the unit member's job performance, or may tend to injure the public service. Reasons for testing may include, but shall not be limited to:

21.6.1 Accident investigations when there is reason to believe that drug or alcohol usage is a factor;

21.6.2 Reports by unit members of individual or group drug or alcohol use.

21.6.3 Unexplained absences from normal work sites when there is reason to suspect drug or alcohol related activity in violation of this Article;

21.6.4 Situations where a unit member reports to work in a condition which may impair the unit member's job performance because of probable drug or alcohol use;

or,

21.6.5 Any managerial employee who is requesting a unit member to submit to a drug or alcohol analysis shall document, in writing, the facts constituting reasonable suspicion that the unit member is under the influence.

21.7 Additional Testing for Unit Members in Sensitive Employment Classifications: Annual and random drug testing for public safety sergeants, transportation supervisors, mechanic supervisors, and public safety lieutenants is necessary, appropriate and job related in that such unit members are in sensitive classes of employment because they have a greater than normal responsibility and trust for the welfare of the pupils of the District and others, because there is a high potential that any impaired performance by such unit members may result in death or injury, and because such unit members are not closely monitored in the performance of their job duties.

21.8 For the purposes of this Article, "drug use" means the presence of any controlled substance specified herein, including alcohol, in the system of a unit member. "District property" shall include all District real and personal property, whether owned, leased, or licensed, and any real or personal property in which the District has a property interest.

21.9 Frequency of Drug Testing:

21.9.1 Each unit member shall be required to be tested for drugs or alcohol, at any time, upon a reasonable suspicion that he/she is under the influence or impaired by drugs or alcohol.

21.9.2 Each individual public safety sergeant, transportation supervisor, mechanic supervisor, and public safety lieutenant shall be required to be tested for drug use on a biennial basis.

21.9.3 The District reserves the right to administer drug or alcohol tests on a random basis without advance notice. However, before the District begins

random drug testing, the District will give affected unit members and their unit representative three (3) working days prior notice of its intent to conduct random drug testing, such testing shall occur from four (4) days to two (2) weeks after such notice is given, such testing to continue for no more than ten (10) days after such notice.

21.10 Consequences of Failure to Submit to Drug Testing: No body fluid or breath test will be conducted without the individual's written consent. Any unit member who refuses to submit to a body fluid or breath test or refuses to sign a written consent for such testing may be subject to disciplinary action up to and including termination on the grounds of insubordination or willful failure of good conduct tending to injure the public service.

21.11 Testing Procedures: The following procedures for conducting testing for drugs or alcohol shall apply when a unit member is required to submit to a drug or alcohol screen:

21.11 .1 The unit member shall be required to provide a urine sample or a blood sample; and, in the case of alcohol, chemical testing of his/her breath also may be required.

21.11.2 The collection procedures shall insure that a valid sample (specimen) is acquired, that the donor is properly identified, and that no tampering or mishandling of the specimen occurs from initial collection to final disposition.

21.11.3 The test samples shall only be analyzed by one of the following laboratories:

- a. A State Public Health laboratory.
- b. A State Department of Justice Criminalistics Laboratory.
- c. A Laboratory which possesses a drug analysis license issued by the State Department of Health Services, and which submits to College of American Pathologists Proficiency Testing.

- 21.11.4 The District shall designate the administering physician and the laboratory where the test sample will be analyzed. Positive testing results are defined as those which are at or exceed a predetermined cut-off level. A negative sample either contains no drugs or contains a drug below the cut-off level. A positive result on the alcohol test is defined as the presence of alcohol in the sample.
- 21.11.5 The District may test for any drugs (controlled substance) including alcohol. However, the drugs to be tested shall include at least the following drugs: amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THS), opiates (narcotics), and phencyclidine (PCP). Nothing in this Article shall be construed to require the District to require a unit member to submit to drug or alcohol screening prior to initiation of disciplinary action against a unit member for drug or alcohol use.
- 21.11.6 There shall be a screening (initial) test and a confirmation test if the screening test is positive, except in the case of testing for alcohol.
- 21.11.7 The drug screening test shall be performed using either thin layer chromatography (TLC) or immunoassay (EMIT).
- 21.11.8 If the screening test result is negative, the test is concluded and the unit member has passed the drug test.
- 21.11.9 If the drug screening test result is positive, the test result must be confirmed by utilizing the gas chromatography/mass spectrometry (GC/MS) test.
- 21.11.10 If the necessary confirmatory test result is negative, the test is concluded and the unit member has passed the test.
- 21.11.11 If both the drug screening and confirmatory test results are positive, the unit member has failed the test.
- 21.11.12 The District will notify the unit member of the results of any test that is positive for any substance included in the test procedure.

21.11.13 In the case of a positive test result, the District shall provide the employee with an opportunity to explain the presence of the identified substance.

In the case of a positive body fluid test result, the employee shall have the right to request that his/her test specimen be retested at the unit member's expense, provided that the request for a retest is made within five (5) days after the unit member was notified of the positive test result. The specimen may be retested at any laboratory enumerated in this Article which is authorized to conduct drug testing.

21.11.15 Positive body fluid test specimens and records of positive test results shall be retained by the testing laboratory for at least one (1) year.

21.11.16 The results of any test for drugs or alcohol shall be confidential and shall be given only to the District and to the unit member. The District shall not reveal the results to anyone in the District who does not have a legitimate interest in the information. The results cannot be revealed to any other party without the concurrence of the unit member and the District.

21.12 Consequences of a Positive Test Result:

21.12.1 Any unit member who fails his/her drug or alcohol test shall be subject to immediate disciplinary action up to and including dismissal; except that any permanent unit member who tests positive and who, based on his/her work assignment, does not pose a threat to the health, safety or welfare of District students, personnel, or the public, and who requests placement in an employee assistance program, shall not be subject to disciplinary action as a result of a positive test. The District may require the unit member to be tested again thirty (30) and sixty (60) days following the positive test. After the initial positive test, if the unit member who tested positive tests positive again within two (2) years from the initial positive test, he/she shall be subject to immediate disciplinary action, up

to and including dismissal.

21.12.2 Any unit member who fails his/her drug or alcohol test shall be immediately suspended from his/her duties, or reassigned away from his/her normal duties for a maximum thirty (30) days from the date of the positive test, at the District's discretion.

21.12.3 The District, at its discretion, in lieu of immediate disciplinary action, may do any of the following:

- a. Require the unit member to agree to periodic drug and alcohol screening during the following nine (9) months;
- b. Require the unit member to participate in a "drug or an alcohol rehabilitation program," on such terms and conditions as the District may require; or,
- c. Place the unit member on a leave of absence, with or without pay, in accordance with District leave provisions.
- d. Factors which shall be considered by the District in determining the appropriateness of action other than disciplinary action shall include:
 1. The welfare and needs of the pupils of the District;
 2. The unit member's employment history;
 3. The availability of substitute employees;
 4. The seriousness of the drug or alcohol problem;
 5. The willingness of the unit member to participate in a drug or alcohol rehabilitation program; and,
 6. The unit member's agreement to submit to further drug or alcohol testing.

21.12.4 The goal is to rehabilitate the unit member. However, if the unit member fails a subsequent drug or alcohol test or fails to successfully complete a rehabilitation program or any other term or condition required of the unit member, the unit member will be subject to disciplinary action up to and including dismissal.

21.12.5 Before any unit member who tested positive can return to duty, the unit member must be retested for drugs or alcohol and the test result must be negative.

21.13 Use of Prescription and/or Over-the-Counter Drugs:

21.13.1 The use of prescribed or over-the-counter drugs is not prohibited by this Article, if all of the following are met:

- a. The drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured;
- b. The drug is being used at the dosage prescribed or authorized;
and,
- c. The use of the drug is not inconsistent with the safe and efficient performance of the unit member's duties.

21.13.2 Reporting Requirements:

- a. Any supervisor who has been informed by a unit member or has reason to believe that any unit member is using a prescribed or over-the-counter drug that may affect the unit member's ability to perform his/her duties safely and efficiently, shall report such information to the Associate Superintendent, Human Resources and Employee Development who in turn shall consult with appropriate administrators, the treating medical practitioner or a physician designated by the hospital.
- b. In those circumstances where the use of a prescribed or over-the-counter drug is inconsistent with safe and efficient performance of duties, a unit

member may be required to take sick leave, a leave of absence, or other action determined to be appropriate by the District.

ARTICLE XXII

SUPPORT OF AGREEMENT

The District and Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change to or improvement in any matter subject to the meet and negotiation process, unless the appearance is by mutual agreement of the District and the Union.

ARTICLE XXIII

COMPLETION OF MEETING AND NEGOTIATIONS

The Union knowingly and voluntarily expressly waives and relinquishes the right to meet and negotiate during the life of this Agreement over any matter within the scope of representation. No exception shall be granted on the basis that the subject sought to be addressed in additional negotiations is not covered by this Agreement or was not within the knowledge or contemplation of either party during negotiations for this Agreement. This waiver does not apply to any subject over which the parties have expressly agreed herein to meet and negotiate during the life of this **Agreement**.

ARTICLE XXIV
CONSULTATION

The District through its Superintendent, or his/her designee, shall meet with two union representatives at least once monthly at a mutually designated date, time and place to discuss labor relations matters of mutual interest. Prior to each such consultation session, the District and the Union should exchange agendas.

Any alleged violation of this provision shall not be subject to the grievance or arbitration process.

AGENCY FEE

25.1 Each permanent unit member in the bargaining unit shall, as condition of employment, become a member of the Union, or pay the Union a service fee in an amount not to exceed the regular dues rate. Such amount shall be determined by the Union and deducted by the District commencing with the first payroll period after the District receives thirty (30) days notice from the Union. The service fee shall be deducted automatically from the paychecks of those unit members who choose not to join the Union, except as provided Paragraph 24.2 herein below.

25.2 Any unit member who is a conscientious objector or a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union. Such unit members shall, in lieu of paying the service fee to the Union, submit such funds to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Code. Such payments shall be made by payroll deduction as condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment. The unit member shall execute a written authorization for the payroll deduction in an amount equal to the service fee, designating the charitable organization to which he/she wishes the payment in lieu of service fee to be made.

25.3 The Union agrees to indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection with the organizational security/agency fee provisions contained herein.

24.3.1 Each unit member shall be entitled to participate in a voluntary payroll deduction for the Committee on Political Empowerment (COPE). Local 347 shall calculate the amount to be deducted per pay-period and report to the District the amount to

be withheld in each particular case. Such deductions shall be implemented as soon as administratively feasible. SEIU shall indemnify, defend and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection with this Article of the Agreement.

25.4 The organizational security/agency fee provisions of this Article are not subject to the grievance/arbitration provisions of the Agreement. The agency fee provision shall be enforced by the Union, and not by the District.

ARTICLE XXVI

LAYOFF AND RE-EMPLOYMENT PROCEDURES

26.1 Order of Layoff and Re-employment: Length of Service

26.1.1 Classified unit members shall be subject to layoff for lack of work and lack of funds. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. In the event of a tie, the tie shall be broken by lot. Re-employment shall be in the reverse order of layoff.

26.1.2 For purposes of this Article and pursuant to Education Code section 45308, "length of service" shall be determined by hire date. For purposes of this Article, "hire date" means the date upon which the unit member first rendered paid service in a probationary position in a class.

26.1.3 "Length of service" credit will be granted for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. For military leave of absence, "length of service" credit shall be granted pursuant to Education Code section 45297. Length of service credit shall not be accrued for time a unit member is on any other unpaid leave of absence. Appropriate adjustments as set forth in this Section shall be made to a unit member's hire date for purposes of calculating length of service credit.

26.1.4 In accordance with Education Code section 45309, a permanent classified employee of the District who voluntarily resigns from his/her permanent classified position may be reinstated or re-employed by the Board of Trustees, within thirty-nine (39) months after

his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited term employee in a related lower class or a lower class in which the employee formerly had permanent status. If the Board of Trustees elects to reinstate or re-employ the unit member pursuant to Education Code section 45309 and this Section, it shall disregard the break in service of the unit member and classify him/her as, and restore to him/her all the rights, benefits, and burdens of a permanent employee in the class to which he/she is reinstated or re-employed.

26.1.5 The following shall constitute a break in service:

- 26.1.5.1 A unit member's resignation from the District other than as provided in Section 25.4 hereinabove;
- 26.1.5.2 A unit member's dismissal from the District for cause; or,
- 26.1.5.3 A unit member's layoff for a period longer than thirty-nine (39) consecutive months.

If a unit member is re-employed by the District following a break in service, his/her hire date shall be the date upon which he/she first renders paid service in a probationary position following said break in service.

RATIFICATION

This Agreement was ratified by the Supervisory Employees Union Local 99 on June 19, 2007 and ratified by the Board of Trustees and the Superintendent on August 7, 2007.

Patrice Sewell, Ed.D
Senior Director,
Human Resources & Employee Development

Ray McCray
President
Supervisory Employees Union

Date

Date

Jesse L. Gonzales, Ed.D
State Administrator

Date

BARGAINING UNIT CLASSIFICATION

The District agrees to work with the unit to update Appendix A to reflect current job titles.

The unit shall include:

- Accounting Supervisor
- Attendance Accounting Coordinator
- Nutrition Services Supervisor I, & II
- Carpentry Supervisor
- Concrete Masonry Supervisor
- Electric Supervisor
- Food Services Program Supervisor
- Food Services Supervisor
- Grounds Operations Supervisor
- Grounds & Chemical Control Supervisor
- Locksmith Supervisor
- Mechanic Supervisor
- Paint Supervisor
- Plant Manager I, II, III
- Plant Protection Officer II
- Plumbing Supervisor
- Print Shop Supervisor
- Records Management Supervisor
- School Police Sergeant
- School Police Lieutenant
- Supervising Buyer
- Transportation Supervisor
- Warehouse Supervisor

Shall Exclude:

All certificated, classified non-supervisory, management and confidential employees.

SIDE AGREEMENT

QUARTERLY SHOOTING PROFICIENCY EVALUATION PROCEDURE

Purpose The main objective of the quarterly qualifying firearms examination is to insure that all supervisors maintain minimum standards of proficiency in the use of their firearms.

Requirements Qualifying firearm examinations are given quarterly for each supervisor. Supervisors are required to pass each examination with minimum score of 220 out of 300. The qualifying examination(s) shall be given under the following conditions:

1. A qualified Range Master shall be responsible for all records relating to this program.
2. Qualifying examinations shall be scheduled so that supervisors have at least two (2) weeks notice. No supervisor shall be required to attend an examination unless he/she has had at least eight (8) hours off since their last shift or they must qualify through an outside law enforcement agency.
3. The Chief of School Police shall have the discretion to accept certified qualification scores achieved at outside law enforcement ranges.

Remediation: Supervisors who fail to pass the examination shall be required to adhere to the remediation procedure set forth in the following steps:

1. Supervisors who fail the initial examination have the opportunity to requalify within thirty (30) calendar days from the date of the initial examination. A supervisor who re-qualifies within thirty (30) days meets the requirement
2. If the supervisor fails to re-qualify within thirty (30) calendar days he/she will be required at his/her own expense to practice and provide proof of practice to the

District's range master within sixty (60) days of the initial test. Subsequently, the supervisor must schedule with the range master and retake the examination within ten (10) calendar days.

3. If the supervisor fails the re-qualifying examination he/she shall be given a written letter of reprimand from the department head after the ninetieth (90th) day from the original examination date.
4. If the supervisor fails to qualify within one hundred and twenty (120) calendar days, he/she shall be recommended for a five (5) day suspension without pay.
5. If the supervisor does not pass the examination within one hundred and fifty (150) calendar days of the original qualifying date, the supervisor shall be recommended for a conditional suspension without pay not to exceed thirty (30) days, pending re-qualification. The suspension may be lifted during the thirty (30) days period if the re-qualification is met.
6. If the supervisor without proper cause is unable to pass the examination within one hundred and ninety (190) calendar days of the original examination date in Step 1 quarterly qualifying, he/she may be recommended for further discipline up to and including termination.

Remediation Timeline Summary

Original date of examination (day 1)

2nd - 30th day - Supervisor must re-qualify

31st- 60th day - Individual practice

61st- 70th day - Re-qualify with range master

91st- 120th day -Mandatory re-qualification

On or after 91st day if the supervisor fails to re-qualify he/she will receive a written letter of reprimand.

On or after 121st day if the supervisor fails to re-qualify he/she shall be recommended for a conditional suspension without pay not to exceed thirty (30) day, pending re-qualification.

On or after 181st day from the original test day an officer who has not requalified may be recommended for further discipline as specified in item 6 above.

It is understood that nothing in this procedure shall be construed as waiving any supervisor's rights under any relevant state and/or federal law.

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