

LYNWOOD UNIFIED SCHOOL
DISTRICT



LYNWOOD
UNIFIED SCHOOL DISTRICT

AGREEMENT WITH
LOCAL 99
SERVICE EMPLOYEES INTERNATIONAL
UNION

JULY 1, 2018 – JUNE 30, 2021

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PREAMBLE

The Board of Education of the Lynwood Unified School District, hereinafter referred to as "Board," and Local 99, Service Employees International Union, AFL-CIO, hereinafter referred to as "Union," agree as follows:

ARTICLE I

UNION CERTIFICATION

- 1.1 On June 21, 1977, the Public Employment Relations Board certified the Los Angeles City and County School Employees Union, Local 99 Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining representative for classified employees in the Operations Service Unit, as enumerated and listed in Appendix "A," and in accordance with the secret ballot held by the Educational Employment Relations Board on June 8, 1977.
- 1.2 The Board agrees not to meet and negotiate with any classified employees' union for job classifications named in Appendix "A", other than the Union for the duration of this Agreement; further, the board agrees not to negotiate with any classified employee individually during the duration of this Agreement on matters subject to negotiation.
- 1.3 The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representative designated to act in its behalf. The Union agrees further that neither it nor any of its agents will attempt to negotiate privately or individually with any Board member, or administrator, or other person or persons; and further agrees to encourage its members not to undertake or participate individually or collectively in any act which may intimidate, coerce, or pressure any pupil, parent, Board member, administrator, or other unit member toward the acceptance of any Union demand, proposal, or position on any matter related to negotiations, grievances, or operation of the schools.
- 1.4 The Union agrees that neither it, nor its agents, will attempt to represent any negotiations or grievances, or the interests of anyone other than members of the unit; and that the interests of the pupils, parents, the public, the Board, and other employees will be the sole concern of the Board and/or these respective parties.
- 1.5 The Union recognizes the Board as the duly constituted representative of the educational interest of the pupil.
- 1.6 Any position classifications not described in Appendix "A" which are created after the date of the execution of this Agreement shall not be included in the unit represented by the Union except by mutual agreement of the parties hereto, provided, however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.

ARTICLE II

DEFINITION OF TERMS

- 2.1 The “Act” refers to Chapter 10.7, Sections 3540 through 3549 of Division 4 of Title I of the Government Code of the State of California.
- 2.2 “Member of the Unit” refers to all classified employees serving in the classifications listed in Appendix “A” hereto.
- 2.3 “Negotiable Items” are expressly limited in scope to mean the terms and conditions of employment listed below and only those terms and conditions:
- Wages
 - Hours of employment
 - Health and Welfare benefits as defined by Government Code Section 53200
 - Leave and transfer policies
 - Safety conditions of employment
 - Class size
 - Evaluation Procedures
 - Organizational security
 - Procedures for processing grievances pursuant to Sections 3548.5 through 3548.8 of the Act.
- 2.4 “A regular, full-time employee” is defined as a member of the unit who is assigned to work eight (8) hours per day over a ten (10), eleven (11), or twelve (12) month annual work schedule.
- 2.5 “A regular, part-time employee” is defined as a member of the unit who is assigned to work less than the regular, full-time employment schedule as defined in this article.
- 2.6 “SEIU” means Local 99, Service Employees International Union.
- 2.7 “Board” means the Governing Board of the Lynwood Unified School District.

- 2.8 “District” means the Lynwood Unified School District.
- 2.9 “Exclusive representative” refers to Local 99, Service Employees International.
- 2.10 “School year” refers to the yearly period from July 1, to June 30.
- 2.11 “Classified employee” means a regular full-time or part-time classified employee who is a member of the unit.
- 2.12 “Seniority” shall be defined as date of hire consistent with Education Code Section 45308. In the event of a tie in seniority, the tie breakers shall be by lot
- 2.13 “Superintendent” means the Superintendent of Lynwood Unified School District or his/her designee
- 2.15 “Principal” means the chief executive officer of one or more schools with total responsibility to manage all affairs of the school or schools, including general control of supervision of all certificated and classified employees assigned to serve in the school or schools.
- 2.16 Other definitions applicable to a specific Article are included in the appropriate Article.
- 2.17 “Emergency” means a sudden unexpected happening; an unforeseen occurrence or condition; specifically perplexing contingency, or complication or circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.
- 2.18 The parties shall review the terms articulated in this article once per year on or before June 30 of each year of this agreement to discuss changes, additions, and amendments to this article.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

- 3.1 The parties agree that each member of the bargaining unit is free to join or to refrain from joining the union.
- 3.2 The parties further agree not to coerce the unit member's choice if he/she joins or refrains from joining the Union.
- 3.3 Employees who are dues-paying members of the Union at the time of signing of this Agreement and all other employees who become members of the Union during the life of this Agreement shall be required to maintain membership in the Union until the expiration of this Agreement.
- 3.4 Any member of the unit who is a member of the Union, or has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Union. The District shall not be required to make deductions for politically connected contributions.
- 3.5 The Union shall have the sole exclusive right to have membership dues and initiation fees deducted by the District for employees in the bargaining unit.
- 3.6 Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittances for annuities, credit union, or any other plan or program jointly approved by the Union and the District. The Union shall indemnify and hold the district harmless for any and all claims, demands, suits, or any other action arising from the organizational security provisions contained in this Agreement.
- 3.7 Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Union are required to pay service fees to the Union.
- 3.8 The Union has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit.
 - 3.8.1 The district shall cause payroll deductions to be made in accordance with the District's procedures and Union's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bonafide religious objection.

- 3.8.2 Employees, in lieu of payroll deductions, may pay dues or service fees directly to the Union or, in the case of bona fide religious objection, proof of payment to a designated charitable fund.
- 3.8.3 In the event an employee does not pay dues or service fees directly to the Union, the District shall begin automatic payroll deduction after receipt of written notice from the Union specifying the names of the unit employees and the amount of the dues or service for each employee. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice directing dues/service fees payroll deduction.
- 3.8.4 The Union may specify a change in the amount of the dues or service fees provided an authorized Union officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule provided in Section 3.2.
- 3.8.5 The District shall, without charge, transmit to the Union the sums deducted under this Agreement.

ARTICLE IV

UNION RIGHTS

- 4.1 The Union shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable rules for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

The District and the Union agree on the following steward jurisdiction structure:

Security Officers	3 Stewards
Maintenance	3 Stewards
Transportation/Warehouse	3 Stewards
Food Service	3 Stewards
Custodians	3 Stewards
Campus Monitors	3 Stewards

Any other steward areas mutually agreed to during the life of the Agreement will be added to this list. The Union will designate stewards from employees in the unit. The Union shall give each department head the Personnel Director a written list of unit members who have been designated as stewards. This list shall be kept current by the Union and only those unit members whose names appear on the current list shall be allowed to function as stewards. Stewards may spend up to 45 minutes per incident to promptly and expeditiously investigate and process grievance without loss of pay or benefits of any kind. The supervisor shall promptly respond to the request to leave. Every effort shall be made to process and investigate grievances during non-work time.

Upon entering a work location, the steward shall first obtain permission from the appropriate supervisor and inform him/her of the nature of business.

4.1.1 Each Elementary School- one steward per shift.

4.1.2 Maintenance Yard, Transportation, and Warehouse – one steward per shift

4.1.3 Junior High School

1. Day Shift
2. Swing Shift

4.1.4 Senior High School

1. Day Shift
2. Swing Shift
3. Graveyard Shift

4.1.5 Security

1. High School
2. Junior High School
3. Night Shift

4.1.6 Central Kitchen

1. Day Shift

Any other steward areas mutually agreed to during the life of the Agreement will be added to this list. The Union will designate stewards from employees in the unit. There will be one steward and one alternate steward for each jurisdiction. The alternate steward will represent the Union only when the steward is absent. The Union shall give to each department head and the Personnel Director a written list of unit members who have been designated as stewards.

This list shall be kept current by the Union and only those unit members whose names appear on the current list shall be allowed to function as stewards. Stewards may spend up to 45 minutes per incident, to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business.

Upon entering a work location, the steward shall inform the appropriate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the unit member involved.

- 4.3 Released time for negotiations: No more than five (5) negotiating team unit member representatives designated by the Union shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement.
- 4.4 Copies of the union contract shall be supplied electronically to all bargaining unit members.
- 4.5 After agreement between the parties has been reached, and before ratification by members of the bargaining unit, the parties agree that the Union may conduct one orientation session concerning this Agreement during regular working hours. The amount of time and the date of this orientation session will be mutually agreed upon by the parties.
- 4.6 Unit members may request, at least twenty-four (24) hours in advance, reasonable released time from the site administrator to attend quarterly Union meetings conducted in the District and such request shall be granted, provided that the released time will not impair the operation at the work sites during the absence of the unit members.

The union staff representatives shall notify the District in writing, at least seven (7) calendar days in advance of the meeting date, the time and date if the quarterly union meeting referenced herein. The notification shall be to the Chief Academic Officer, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources or his/her designee.

- 4.7 The District shall supply the Union with a seniority list once each year during the life of this Agreement and when completed by the Personnel Director and the District.
- 4.8 The District agrees to deduct and transmit to SEIU COPE a voluntary deduction, determined by the unit member, from the wages of said unit member on forms provided by Local 99. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those unit members for whom such deductions have been made and the amount deducted for each such unit member.
- 4.9 The District agrees that if it creates any new classification, it shall notify the Union of its action, describe the classification created including job title, job description and salary range, and the designation of the classification if included or excluded from the bargaining unit. The Union may, within ten (10) calendar days, object in writing to the designation and in such case, the District will discuss the matter with the Union. If mutual agreement cannot be reached, the Union may submit the position or positions to Public Employment Relations Board (PERB) for review and final decision, barring any further or additional legal action or right to appeal.

ARTICLE V

MANAGEMENT RIGHTS

- 5.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitution of the United States and the State of California. These rights shall include, but not be limited to, the right:
- 5.2 To determine and administer policy.
- 5.3 Subject to the provisions of the Education Code, to hire all unit members to determine their qualifications and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.
- 5.4 To delegate to the Superintendent and other legally appointed officers, the operations of the schools, the executive management and administrative control of the school system, its properties, and facilities.
- 5.5 Establish budget procedures and determine the budgetary allocations; determine the methods of raising revenue; contract out work as provided by law (management will hold discussions with the Union prior to adding machinery or equipment that would cause any layoff of unit members); and take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.
- 5.6 The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. The determination of whether or not an emergency exists is within the discretion of the Board and is expressly excluded from the provision of Article XV, "Grievance Procedure."

ARTICLE VI

SALARIES

6.1 Compensation

6.1.1 **2019-2020 Pay and Allowances Provisions (updated per Tentative Agreement for 2019-2020 Reopener Negotiations)**

2% on-schedule wage increase, retroactive to July 1, 2019.

2018-19 Change to Longevity Table Effective 07/01/2018

<u>Years</u>	<u>Current \$</u>	<u>Change to 10 Year and 12 year</u>
35	\$350	
30	\$300	
25	\$265	
23	\$230	
20	\$200	
18	\$140	
15	\$100	
12	\$40	\$60
10	\$10	\$20

Updated Longevity chart is attached as Appendix B and Longevity amounts are updated at the bottom of the 2018-19 Salary Schedule in Appendix C.

6.2 Uniforms

The District shall supply a regular supply service or a uniform allowance for all unit members who are required by the District to wear uniforms.

6.2.1 The District shall agree to use unexpended funds budgeted during each fiscal year for uniforms under Section 6.2 of the SEIU Agreement toward the purchase of appropriate, mutually agreed upon equipment for unit members.

6.3 Tools and Equipment

The District shall supply all tools, and equipment required for proper work performance by all unit members covered by this Agreement. Training will be provided where appropriate at the District's discretion, for new tools and new equipment.

6.4 Thirty (30)-Days' Notice

The District agrees to submit to the County Superintendent of Schools Payroll Section all hours worked by the unit members for payment, thirty (30) days after ratification by both parties.

6.5 Attendance Incentives

The District will provide the following attendance incentives, effective July 1, 1997:

0 Days Absent-	\$500.00
1 Day Absent-	\$250.00
2 Days Absent-	\$100.00

6.6 Any member of the bargaining unit required to drive his/her personal vehicle in the performance of a work assignment shall receive reimbursement for mileage at the then current IRS rate. Members of the bargaining unit shall not be entitled to mileage reimbursement in the course of traveling to or from work assignment and/or split shift assignment.

ARTICLE VII

BENEFITS SCHEDULE

The Board agrees to furnish each unit member with the following retirement and insurance benefits pro-rated on full time equivalence. It is agreed and understood that the Board reserves the right to choose the carriers of any and all plans of insurance.

- 7.1 Employees may choose Health and Welfare coverage for themselves and their eligible dependents and/or domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any of the approved plans offered during the open enrollment period.
- 7.2 Effective July 1, 2019, open enrollment period for the school year the District annual contribution for a full-time equivalent employee count shall be set at \$8,837.16 annually. The District will deposit \$8,837.16 per full time employee into an SEIU Health Benefits Reserve Account for the purpose of providing health, dental and vision insurance.
- 7.3 In the event a unit member is not a full time employee, the contribution provided to the employee toward his or her health coverage shall be prorated for all employees hired after December 1, 2011.
- 7.4 The SEIU will determine how the money will be allocated to provide health insurance for unit members. If an individual employee selects a higher cost insurance plan, the additional cost will be borne by the employee through payroll deduction after the Health Benefits Reserve Account has applied an adjustment based on funds remaining in the pool. The Health Benefits Reserve Account will be the money left over after each participating member has been allocated the basic coverage. Health Benefits Reserve Account can be used to reduce the cost of the single, two-party and family coverage. These additional adjustments to the out-of-pocket amount will be defined as the SEIU Additional Contribution Rates. See Appendix G.
- 7.5 If the monthly premium of the health, dental, and vision benefit plans selected by the employee exceeds the monthly allocated contribution, the Payroll Department shall deduct the balance through payroll deduction.
 - 7.5.1 The monthly contribution rates shall be established annually. Members will be provided with premium costs ten (10) days after the premiums have been confirmed by the insurance carrier for the upcoming open enrollment period.
 - 7.5.2 The employee out-of-pocket cost is the difference between the total cost of all premiums for the plans selected by the employee **less** the total for the

Basic Health and Welfare **and less** the established SEIU Additional Contribution Rate funded from the reserve pool for each coverage plan offered.

Total cost of all premiums selected – (Basic Health and Welfare Coverage + SEIU Additional Contribution Rate) = Employee Out of Pocket Cost

7.6 All Medicare qualified employees shall enroll into the Medicare program at the age of sixty-five (65). When an employee turns sixty-five (65), the District will cover a Medicare supplemental plan up to \$200 monthly.

7.7 SEIU will provide fiscal oversight of the SEIU Health Benefits Reserve Account. Local 99 Service Employees International will determine from the dollar amount allocated for the SEIU Health Benefits Reserve Account, an SEIU additional Contribution Rate to be applied to the single, two party and family coverage plans

7.8 Life Insurance:
The District will provide life insurance in the amount of \$10,000 for all members covered by this Agreement. The premium for the 2019-2020 school year will cost Lynwood Unified School District as follows:

Met Life Insurance \$4.33

This includes \$5,000 spouse coverage and \$2,500 child life coverage.

7.9 Retirement Benefits
The District shall pay the higher HMO individual single rate established above for health insurance for retirees. Retirees eligible for retiree health benefits may choose from amongst the health plans offered to unit members. Retirees may pay the difference to enroll their dependents in two-party or family plans. The retiree must be receiving benefits from PERS and be fifty-five (55) years of age or older and have been employed by Lynwood Unified School District for a minimum of ten (10) years. Retirees will be covered for a period not to exceed five (5) years beginning October 1st following the date of retirement. All Medicare qualified retirees shall enroll into the Medicare program at the age of sixty-five (65). When a retiree turns sixty-five (65), and has less than five (5) years of District paid retiree insurance, the District will cover a Medicare supplemental plan up to \$200 monthly for the balance of the five years.

7.9.1 The employee who is retiring early must make application for such early retirement through the Personnel Office on forms furnished by the District in order to be eligible for early retirement.

7.9.2 This policy shall be in effect for those retiring after January 1, 2012, and shall not be retroactive for those retiring earlier than that.

7.10 Establishment of a Health Care Containment Committee

Local 99 shall appoint two (2) representatives to a Health Care Cost Containment Committee to explore alternative health plans for the future. The committee will be composed of representatives of all employee organizations, unions, and management representatives in equal number and will be charged with meeting with insurance brokers and carriers to review alternative health plans available and to examine methods by which health care costs may be contained.

The committee will meet at a minimum of one time per quarter. Any additional meetings will be scheduled as deemed necessary by the committee. The District retains the right to choose the carrier of any and all plans of insurance.

7.11 The District shall continue to study the feasibility of providing a retirement incentive for classified employees.

7.12 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of employment. The District will follow all pertinent and applicable laws and regulations related to COBRA coverage.

ARTICLE VIII

HOURS

8.1 Workday and Workweek

The maximum number of hours or regular full-time employment of a unit member is eight (8) hours a day and forty (40) hours a week consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made with the approval of the Union and the Board of Education through its authorized administrators. The Board of Education may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one day or forty (40) hours in one week when such is necessary to carry on the business of the District. Rate of pay shall be either a pro-rated or overtime basis.

The District reserves the right to implement a 4/10 work schedule in accordance with California Education Code section 45132 during designated periods during the school year. The Union member will be provided with at least 5 days advance written notice prior to implementation. The parties shall meet no later than April 15th of each year to discuss the implementation of a 4/10 work schedule.

8.1.1 Members of the unit who are assigned to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more, shall have their regular assignment adjusted upward to reflect the longer hours with the next pay period. Temporary assignments of increased time under this section may be eliminated by the District at the conclusion of the assignment.

8.1.2

A member of the bargaining unit employed six (6) hours or more per day shall be entitled to a duty-free lunch period of one-half (1/2) hour which shall include any travel time to and from the member's assigned work site. Said lunch period shall be scheduled at approximately the midpoint of the work shift, or at a regularly scheduled lunch period for the work site. The parties agree that this section is intended to be consistent with applicable law, and with any changes to such law that make occur during the term of this Agreement.

If an employee and supervisor mutually agree in writing in advance, the lunch period may be extended by thirty (30) minutes, provided the employee works an additional thirty (30) minutes at the beginning or end of that work day to make up the extended lunch period.

If the supervisor interrupts a member's lunch, he/she shall provide for the time missed from the lunch period to be made up within the same pay period. If the time is not made up, it shall be paid in the next pay period.

Security Series employees working eight (8) hours a day shall receive a thirty (30) minute lunch, inclusive of hours worked, which may not be duty-free.

Employees who work more than six (6) hours will be provided two (2) fifteen (15) minute breaks. Breaks must be taken at the work site, and shall be scheduled approximately mid-morning and mid-afternoon.

Members who work fewer than three and one-half (3 ½) hours are not entitled to breaks.

Member who work at least three and one-half (3 ½) hours, but six (6) or fewer hours, are entitled to one (1) fifteen (15) minute break. Breaks must be taken at the work site and shall be scheduled approximately mid-point in the members' work hours. If the supervisor interrupts a members' break, he/she shall provide for the time missed from the break to be made up within the same pay period. If the time is not made up, it shall be paid in the next pay period.

- 8.1.4 The District shall make available at each worksite lunchroom, restroom, lavatory, and emergency telephone facilities for members of the unit.
- 8.1.5 For the purpose of computing the number of hours worked, all authorized time during which a member of the unit is in a paid status shall be construed as hours worked.
- 8.1.6 When a reduction in a unit member's work year or hours is contemplated by the District, such reduction shall be done pursuant to the layoff provisions contained in the Education Code. The Union shall be informed of the contemplated reduction in advance.
- 8.1.7 When members of the unit are required to take specialized training to enable them to receive required certification, such training shall be compensated at the regular rate of pay.
- 8.1.8 All duties required of each unit member shall meet the test of reasonableness, and shall be assigned and distributed by the immediate supervisor in a reasonable manner among the affected unit members.

8.2 Overtime Defined

Overtime is ordered and authorized working time in excess of eight (8) hours in one day on scheduled five (5) day per week assignments; on scheduled four (4) day per week ten (10) hour per day assignments overtime will be earned for all hours worked in excess of ten (10) hours per day; overtime will be earned for all hours worked in excess of forty (40) hours per week. Members of the unit shall be compensated for any work assigned on the sixth (6th) or seventh (7th) day following the end of the regular workweek at a rate equal to one and one-half (1 ½) times the unit member's regular rate of pay. A unit member having an average workday of less than four (4) hours per day during the workweek shall, for any assigned work required to be performed on the seventh (7th) day following the commencement of the workweek, be compensated at a rate equal to one and one-half (1 ½) times the unit member's regular rate of pay.

Overtime for all departments shall be on a rotational basis in order of seniority. Site seniority shall first be considered. If a unit member is called and declines the overtime, the next member on the list will be called and offered overtime. The declining member shall rotate to the end of the site and district list for purposes of being considered for overtime. If all unit members on the list at the site decline overtime, overtime may be offered to the next employee on the district seniority list for the particular position. The initial lists for seniority shall be established by the District and reviewed by the parties no later than October 1, 2015. Upon agreement the lists shall be certified by the parties and be maintained by the parties for the duration of this agreement.

8.3 Authorization of Overtime

Overtime opportunities shall be equitably distributed and assigned based on seniority at each worksite within the classification. Overtime opportunities shall be made in seniority order on a continuing rotational basis. When an employee has worked an overtime assignment, or has refused the opportunity to work an overtime assignment offered pursuant to the rotation, that employee shall rotate to the bottom of the list. The intent of this section is to equitably distribute overtime work in so far as practicable.

As stated in section 8.3 hereof, it is the intent of the of the parties that overtime opportunities be equitably distributed, therefore: the parties agree that no later than one school year, from the date of ratification of this agreement by the Board of Education, the parties will meet and review the distribution of overtime within the security department from the implementation of this process to date to identify any inequities or significant disparities in the distribution of available overtime opportunities. Any such inequities or significant disparities identified, (if any) shall be referred to the joint labor management committee for discussion and potential resolution by the committee.

With respect to security personnel, the foregoing section 8.3 shall apply in every respect. In addition, the District shall compile bargaining unit wide seniority list of

security officers to elementary, middle and other schools/site in which security officers are assigned, excluding security officers assigned to high schools. This seniority list will be utilized on a continuing rotational basis.

In the event that any high school needs additional security officers to cover an overtime assignment at a given high school, the district will first fill the need for additional security officers from the bargaining unit wide seniority list implemented on a continuing rotational basis, before offering the overtime to other security officers assigned to a different high school. The district will only offer the overtime opportunity to a security officer assigned to another high school if, after offering the overtime opportunity to those security officers on the bargaining unit wide list, there is still a need for additional personnel.

8.4 Compensation for Overtime

A regular unit member who worked authorized overtime shall be compensated at a rate equal to one and one-half (1 ½) times the amount of overtime worked. The unit member shall be compensated at one and one-half (1 ½) times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the unit member shall be included in determining his/her regular rate of pay. Extra or overtime hours shall be reported to payroll within the same pay period that the regular hours for the unit member are reported. Overtime and additional hours shall be distributed as equally as practicable among qualified unit members in the unit based upon District needs and approval of the Superintendent. A record of overtime and additional hours worked shall be kept for each unit member and shall be available to the unit member and/or Union business representative.

8.5 Call-In (Emergency) Time Defined

Call-in time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. Call-in time must be ordered and authorized by the unit member's immediate supervisor. A member of the unit, may for reasonable cause, refuse a request for call back.

8.6 Compensation for Call-in Time

8.6.1 A regular unit member who works authorized call-in time shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times his/her regular hourly pay. For any part of any hour worked after the two (2) guaranteed minimum, a unit member shall be compensated for a full hour at the rate of one and one-half (1-1/2) times his/her regular rate of pay.

8.6.2 It is the responsibility of the unit member's immediate supervisor to differentiate on the time card between call-in time and overtime.

8.7 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

When a unit member is ordered by supervision to wait at home in anticipation of being called to perform work during days or hours not embraced by the unit member's normal schedule and, when such unit member in compliance with such direction does hold himself/herself available for work, such unit members will be deemed to be on standby time. Standby time shall be calculated from the time the unit member is required to be available until the unit member is released from assignment.

8.8 Hours Worked on Holidays

When a unit member has qualified for holiday pay in accordance with the terms of this Agreement and works scheduled hours or call-in hours on such holidays, he/she shall be paid in accordance with the provisions for overtime pay in accordance with 8.4 or 8.6 of this Article VIII, whichever applies, and shall receive his/her holiday pay at his/her regular rate.

8.9 Work Shift Differential Pay

8.9.1 Any regular permanent classified unit member who regularly works one-half (1/2) or more of his/her assigned time between the hours of 5:00 p.m. and 7:00 a.m. will be paid a shift differential of 3.5 percent. Any unit member who regularly works between 10:00 p.m. and 7:00 a.m. will be paid an additional 5 percent.

8.9.2 Members of the unit whose temporary assignment entitles them to shift differential pay shall receive such pay when their assignment is for twenty (20) consecutive working days or more.

8.9.3 Members of the unit whose assignment entitles them to shift differential, but who are reassigned temporarily to a shift not qualifying time for shift differential, shall continue to receive the differential.

8.10 Working Out of Class

When a member of the unit serves longer than five (5) days in a higher classification within a fifteen (15) calendar day period on a temporary basis for another unit member, the member of the unit shall receive the rate of pay for the higher classification as prescribed in Education Code Section 44115 and Personnel Commission Rule, 30.200.7.

Any subsequent change after the initial assignment to work out of class must be in writing, shall not be for arbitrary or capricious reasons and approved by the Superintendent/Administrative designee. A written copy shall be provided to the affected employee.

- 8.11 Effective July 1, 1994, 10-month regular food service employees assigned to a year round site may work the equivalent of an additional one month as substitute food service employees, at the prevailing substitute rate of pay. This additional time will be treated the same as summer school or intersession for the purpose of unemployment compensation claims.

Between April 1 and May 31, employees choosing to work the extended month must submit two requests for two (2) week intervals for the month equivalent they wish to additional month should notify their immediate supervisor of their two (2) week intervals up to two (2) months. Once the schedule has been made, there will be no changes. If an employee has an emergency, or needs to be off at another time, he/she will have to use vacation or other available leave. (If more than one-person requests the same time off, District seniority will prevail.)

8.12 Scheduling Substitutes for the Unassigned/Unpaid Month

All 10-month employees are eligible to work as substitutes, while in an active unpaid status. These employees will receive the prevailing rate of pay for substitutes. Between April 1st and May 31st, all employees desiring to be considered for substitute work must submit the appropriate form to department. If the employee fails to make this request annually, he or she will not be considered.

Once the requests have been received, a list will be established based on seniority. Services will be requested on a rotating basis, as the need arises. Assignments shall be made on the basis of site seniority first, and then by District-wide seniority. Substitutes services will be required only if there is more than one person out (barring a second person on unscheduled leave and/or vacation). In dire situations, exceptions will be considered. However, such requests must be approved by the Business Manager or his/her designee.

- 8.13 During the 2004-2005 school year only SEIU and the District agree to set up a committee to explore a bidding process based on seniority and job assignments.

ARTICLE IX

HOLIDAYS

9.1 Eligibility

All unit members who are regular classified employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the day immediately preceding or succeeding the holiday.

9.2 School Holidays

Regular unit members who are not normally assigned to duty during those days designated by the Legislature and/or the Board of Education, as holidays shall be paid for those holidays, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.3 Holiday Pay

Classified employees working less than full-time shall receive holiday pay on a pro-rata basis at the same rate of their normal compensation.

9.4 Designated Holidays

1. Independence Day
2. Labor Day
3. Veterans Day
4. Thanksgiving Day
5. Friday after Thanksgiving Day
6. Christmas Day
7. Admission Day
8. Martin Luther King Day
9. Lincoln's Holiday
10. Washington Holiday
11. Cesar Chavez
12. Good Friday
13. Memorial Day

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

ARTICLE X

VACATION

10.1 Each permanent or probationary classified employee shall earn vacation time in accordance with the following.

10.1.1 The hire date shall be used for computation of vacation and shall be the most recent date of employment with the District

10.1.2 Unit members working less than full-time (less than 8 hours per day or 12 months per year) shall earn vacation based upon the percentage of time their assignment bears to a full-time assignment computed in time worked.

10.1.3 Probationary unit members will earn vacation time during the probationary period. Should a unit member terminate, pay for vacation time taken or used, but not earned, shall be deducted from the unit member's final payment.

10.1.4 Unit members will earn vacation in accordance with the following schedule:

1 to 4 years

12 days	12 Month Employee
11 days	11 Month Employee
10 days	10 Month Employee

5 to 10 years

18 days	12 Month Employee
16.5 days	11 Month Employee
15 days	10 Month

11 years and over

24 days	12 Month Employee
22 days	11 Month Employee
20 days	10 Month Employee

10.2 Vacation may not be accrued indefinitely. Accrued vacation shall not exceed thirty (30) days, in any given school year. Unit members are responsible for taking vacation days within their vacation entitlement. Every effort shall be made to enable vacation to be taken at times convenient to the unit member. If the unit member is nearing their vacation cap, they shall be permitted to take their required amount of vacation to not exceed the required cap. If the unit member is unable to take vacation due to operational necessities, the District shall allow the unit member to carry over the exceeded amount and shall consult with the affected unit member in scheduling vacation for the exceeded days.

- 10.3 Efforts shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the department. Vacation schedules shall be developed and posted on a calendar by October 31st of each year and be approved by the immediate supervisor or department head, with the review of the vacation request subject to appeal to the Superintendent or designee.
- 10.4 The rate at which vacation is granted shall be the unit member's current earned rate of pay. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.
- 10.5 Unit members with more than six (6) months of service who, either voluntarily or involuntarily, discontinue their employment with the District, shall be entitled to the unused vacation time they have earned and shall be granted vacation pay. Unit members who terminate with less than six (6) months of service shall not be entitled to vacation pay.
- 10.6 Authorized paid holidays occurring during the period in which a unit member is paid vacation shall not be counted as vacation time.
- 10.7 Any unit member may interrupt or terminate vacation leave in order to begin sick leave without returning to active service, provided the employee notifies his/her supervisor within 24 hours and subsequently provides a statement from his/her attending physician attesting to the illness and its duration.
- 10.8 Vacation available to unit members will be audited annually with a verified report given to each unit member
- 10.9 Monthly employees working less than 12 months a year are required to take the winter and spring recess periods as vacation time. When they are unable to use up all of the vacation time earned, a unit member and his/her supervisor should make every effort to see that the remaining days are used during the units member's work year. Hourly employees will be paid for vacation time during the spring recess. Vacation will be earned on a pro-rata basis.
- 10.10 A unit member shall be permitted to interrupt or terminate vacation leave in order to begin Bereavement Leave in accordance with Bereavement Leave, Article 11, Section 11.3, of this Agreement.
- 10.11 In the event the District is in financial crisis and needs to administer furlough days it will be negotiated with the Union and the District.

ARTICLE XI

LEAVES

11.1 Paid Sick Leave

11.1.1 Sick leave is the authorized paid absence of an employee because of illness or injury or exposure to contagious disease.

11.1.2 Full-time (8 hours a day, 5 days a week) classified employees are entitled to one day of paid sick leave for each month of employment.

Classified employees working less than full-time are entitled to sick leave that shall be computed on the basis of hours and days worked. Unused sick leave may be accumulated without limit.

11.1.3 At the beginning of the first pay period of each fiscal year upon initial regular employment, re-employment or reinstatement, each unit member in paid status who has accrued fewer than the number of full pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days, equals the equivalent of 100 days of full-and half-pay illness absence days.

11.1.4 At the beginning of each fiscal year, the sick leave “bank” of the employee shall be increased by the number of days and hours of the paid sick leave, which he would normally earn in the ensuing fiscal year. A unit member’s sick leave “account” shall be adjusted if a change in assignment alters the amount of sick leave earnable.

11.1.5 Sick leave may be taken at any time, provided that new unit members with probationary status may use only six (6) days of paid sick leave during their initial probationary period.

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

11.1.7 In order to receive compensation while 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 of impossible conditions is upon the unit member.

11.1.8 A unit member absent for more than five (5) working days shall be required to present a doctor’s statement stating the reason for absence is due to

an illness or injury and the date on which the unit member is able to return to work, prior to time of return. Such doctor's statement may be presented to his/her immediate supervisor or to the Personnel Director.

A unit member absent for five (5) or less working days may be required to present a doctor's statement verifying the nature of his/her illness or injury for reasonable justification.

- 11.1.10 When a person is on paid sick leave, he/she shall not be penalized in the event an authorized holiday occurs during that time.
- 11.1.11 Sick leave is not earned for the following reasons:
 - 1. Overtime working hours;
 - 2. During a sick leave of absence without pay;
 - 3. Student help, temporary (provisional), emergency employees.
- 11.1.12 A unit member who is on sick leave may not continue to receive income from the school district if he/she accepts other employment. When a unit member is on sick leave or a leave of absence without pay because of illness and wishes to accept other employment, he/she must resign from the classified service of the District.
- 11.1.13 A request for leave of absence for reasons of health must be accompanied by permission for release of information and a statement from the attending physician to give a case diagnosis and prognosis to the satisfaction of the Board of Education.
- 11.1.14 The Superintendent, as the Board of Education's representative, reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination by competent medical authority, at District expense, of any unit member whenever there is a question of said unit member's physical or mental ability to perform the functions of his/her position. Such examination will be accomplished during the unit member's regular working hours, if possible.
- 11.1.15 A unit member will receive District fringe benefits during all periods while in a paid status. In case of personal leave or leave without pay, the employee may maintain benefits at his/her own expense. Benefits terminate upon termination of the unit member from the District.
- 11.1.16 After entitlement to all regular sick leave, accumulated compensatory time, vacation or other paid leave has been exhausted, a person employed in this unit when absent from his/her duties on account of

illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, shall be entitled to receive the difference between the salary due him/her for any month to which the absence occurs less the sum which should be paid to a substitute employee to fill his/her position during the absence.

11.1.17 Transfer of Accumulated Sick Leave

Any classified unit member of any school district who has been an employee of that district for a period of one calendar year or more and who terminates such employment for the sole purpose of accepting a position in another school district and who subsequently accepts, within one year of termination of his/her former employment, such position, shall have transferred with him/her to the second district the total amount of earned leave of absence for illness or injury to which he/she is entitled under Education Code Section 13651.1. Unit members who are new to the district and do not have accumulated sick leave to transfer into the district will be allowed three (3) extra days their first year of employment.

11.1.18 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 that he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, provided that he/she has notified the District of his/her return at least three (3) working days in advance.

11.1.19 If at the conclusion of all sick leave and additional leave granted, the unit member is still unable to assume the duties of his/her position, the following steps must be taken:

1. The unit member may make a request for leave of absence without pay because of illness. This must be supported by a statement from his/her physician.
2. The request will be submitted to the Personnel Director for approval.
3. If the request is denied by the Personnel Director, it will be sent to the Board of Education for its action. Upon receipt, the Board will do or more of the following:
 - (1) Approve the grant of leave of absence without pay for a period not to exceed one year, or;
 - (2) Deny the request for leave of absence without pay, and;

- (3) Order the unit member terminated from the classified service because of being physically or mentally unable to perform the duties of his/her position.
- (4) If the unit member is terminated by the Board of Education, he/she will then be placed on a layoff re-employment list for a period of 39 months in the same manner as though he/she were laid off for lack of work or lack of funds.

11.2 Industrial Accident and Industrial Illness Leave

- 11.2.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provision of Education Code Sections 13010 and 13651.2. Upon receiving such knowledge, the District shall notify the injured unit member, or in case of death, his/her dependents, that he/she may be entitled to benefits under this section.
- 11.2.2 A member in the unit who is absent from duty because of an illness or injury defined as an industrial accident or illness under provisions of the Worker's Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Worker's Compensation provided that:
 - (a) the illness or injury was related to the performance of his/her duties;
 - (b) in the opinion of the Superintendent or his/her designee the illness or injury constitutes an industrial accident/illness, or, if contested by the District, it is ultimately determined to be work related; and
 - (c) the unit member has probationary or permanent status. Such paid industrial accident or illness leave shall not be for more than sixty (60) working days.
- 11.2.3 Paid industrial accident leave shall be granted, as indicated in the unit member's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.2.4 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which a unit member may be entitled.
- 11.2.5 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be

reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the unit member's assignment, when added to disability benefits derived from Worker's Compensation.

- 11.2.6 After all paid illness leave has been exhausted following a paid industrial accident leave; a unit member must receive pay from accrued vacation to the extent necessary to make up the unit member's regular salary when receiving temporary disability allowance without penalties from the Worker's Compensation Insurance Company. 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 rule, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.
- 11.2.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a 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 with less seniority. If a unit member's former class has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.
- 11.2.8 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 and Personnel Commission rules. A unit member shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 11.2.9 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 reemployment list for the class from which he/she was on leave for a period not to exceed 39 months. Each employee shall be notified at least 30 days in advance of the date when her/his leaves of absence will be exhausted.
- 11.2.10 A unit member who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. 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. Unit members removed from reemployment list under this rule may appeal the removal to the Personnel Commission.

- 11.2.11 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 the State Workers' Compensation Insurance Laws, exceed the unit member's regular salary. A permanent unit member's regular 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 regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status during the preceding year.

- 11.2.12 Final allowance for permanent industrial disability settlements shall not be subject for remittance to the District under this provision.

11.3 Bereavement Leave

- 11.3.1 Every person (permanent, probationary, provisional [temporary] or limited term) employed in the unit shall be granted necessary leave of absence on account of the death of any member of his/her immediate family. In any given adopted fiscal calendar year, (July through June), the leave shall be for a period not to exceed three (3) days, or five (5) days if travel beyond three hundred and fifty (350) miles is required. If the unit member requests, he/she shall be granted up to an additional six (6) days of leave in any given adopted fiscal calendar year (July through June) for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.

- 11.3.2 Member of immediate family means: mother, father, step-mother, step-father, aunt, uncle, niece, nephew, grandmother or grandfather of the unit member or the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother-in law, sister-in-law, grandchild, brother or sister of the unit member, or any person living in the immediate household of the unit member.

- 11.3.3 For additional leave a unit member may elect to use Personal Necessity Leave.

- 11.3.4 Acceptable documentation of the death that qualified the unit member for Bereavement Leave may be required by the District.

11.4 Jury Duty and Witness Leave

- 11.4.1 Leave of absence for jury service shall be granted to any classified 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 jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the Personnel Director within three (3) workdays of receipt of the summons.
- 11.4.2 Leave of absence to serve as a witness in a court case shall be granted to any 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 leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Personnel Director within three (3) workdays of receipt of the summons.

11.5 Absence for Examination

Every member in the unit 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 adequate prior notice to his/her immediate supervisor.

11.6 Military Leave

- 11.6.1 Unit members, under official orders, who enter the armed services of the United States during any period as defined in Section 395.1(a) of the Military and Veterans Code shall be granted military leave of absence for the period of such required service or enlistment.
1. Unit members who have served one year or more in the District shall be granted such leave with up to the first 30 calendar days at full pay. Paid days shall not exceed 30 days in one fiscal year.
 2. Unit members who have not served one year in the District shall be granted leave without pay .
 3. A unit member entering the military service under the provisions of this rule shall be entitled to all rights, except salary and fringe benefits, as if their service to the District had not been interrupted by such absence.

- 11.6.2 Unit members who are members of reserve corps, and who must temporarily be absent due to active military training, shall be granted temporary military leave of absence not to exceed 180 calendar days.
1. Unit members who have been in service of the District for one year or more shall be granted such leave with the first 30 calendar days at full pay, and they shall be entitled to all rights as set forth in Section 395 of the Military and Veterans Code.
 2. Unit member who have not been in the service of the District for one year shall be granted leave without pay.
- 11.6.3 An official document stating the date the unit member must report for duty shall be submitted prior to granting leave of absence under this article.
- 11.6.4 A unit member on military leave shall be reinstated in the unit member's regular position or a position in the same classification upon honorable discharge from the service.

11.7 Leave of Absence Without Pay

- 11.7.1 Leave of absence without pay may be granted to a permanent classified unit member, upon written request by the employee and the approval by the Board of Education, subject to the following restrictions:
1. Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps may be granted for a period not to exceed 24 months.
 2. Time off without pay for a period not to exceed five (5) consecutive days may be granted by the Superintendent.
 3. The granting of a leave of absence without pay gives to the unit member the right to return to a position within his/her classification with all the rights, benefits and burdens of a permanent unit member, at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.
- 11.7.2 The Board of Education may, for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be of sufficient time to permit the employee to return; however, in no case shall the amount of time be less than three (3) years.
- 11.7.3 A unit member may make a written request to the Board of Education to return to work prior to the expiration date of the leave. The Board of Education may approve or reject the request at its sole discretion.

- 11.7.4 Failure to report for duty within three (3) working days after a leave has been canceled or expires shall be considered abandonment of the position.
- 11.7.5 If the unit member's classification has been abolished during the unit member's absence, he/she shall be laid off for lack of work and placed on the reemployment list for the class effective on the date of termination of leave and shall be entitled to all "layoff" benefits. He/she may be returned to a vacant position in a class at the same or lower salary level for which he/she is qualified.
- 11.7.6 Unit members returning for a leave may be required to have a health examination by a doctor specified by the school district, with the cost met by the school district.
- 11.7.7 Time spent on any personal leave shall be considered a break in continuous service; i.e., this time shall not be counted toward seniority for the purpose of establishing retention lists in the event of a layoff, or for computing seniority credit for promotional examination.
- 11.8 Leave to Serve in an Exempt, Temporary, or Limited-Term Position
- 11.8.1 Any unit member in a permanent status 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 his/her regular position, and such assignment shall not be considered separation from service.
- 11.8.2 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 an 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.
- 11.9 Pregnancy Disability Leave
- 11.9.1 After a unit member has completed her probationary period, she may be granted a leave of absence for reason of pregnancy.
- 11.9.2 Pregnancy leave shall commence when the unit member is physically unable to work and when so directed by her physician.
- 11.9.3 A unit member on pregnancy leave shall report to work after no more than thirty (30) working days from the birth of the child. An exception to this must be accompanied by a physician's statement.

- 11.9.4 Compensation while on pregnancy leave shall be as follows:
1. Use of paid of sick leave accrued;
 2. Use of vacation accrued;
 3. Salary equal to the difference between regular salary and salary of substitute.

11.10 Personal Necessity Leave

11.10.1 Any days of absence for illness or injury earned pursuant to section 11.1 may be used by a unit member, at his/her election, in cases of personal necessity. Such leave shall not be accrued and will be charged against a unit member's sick leave. However, no such absence in excess of seven (7) days may be used in any school year and may be used only for the following reasons:

1. Bereavement

Death of a member of a unit member's immediate family when additional leave is required beyond that provided. Member of immediate family means mother, father, step-mother, step-father, aunt, uncle, niece, nephew, grandmother or grandfather of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

2. Accident/Family Illness

Personal business of an emergency or necessary nature, accident or serious illness, involving his/her person or property of the person or property of a member of his/her immediate family.

3. Court Appearance

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. This will be granted upon written request with a copy of the subpoena or order and must be filed two (2) school days prior to the absence with approval by the principal or department head.

4. Meeting

Participation in lawful meetings, activities, or observances where the unit member conscientiously believes that his/her participation herein is necessary and requires his/her absence from duty. (This does not include participation in strikes, sick outs, non-authorized meetings, etc.)

11.11 Leave of Absence to Vote

11.11.1 Unit members who are voters may claim necessary time off to vote at general occurrence or condition direct primary, or presidential primary elections under the following provisions of California Elections Code:

"If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without

loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the voter to vote.”

11.11.2 Unit members may take off so much time as will enable him/her to vote, but not more than two hours of which shall be allowed time off for voting only at the beginning or end of his/her regular working shift, whichever allows him/her the most free time for voting and least time off from his/her regular working shift, unless otherwise mutually agreed.

11.11.3 If the unit member on the third working day prior to the day of the election, knows or has reason to believe, that he/she will need time off to enable him/her to vote on election day, he/she shall give his/her employer at least two working days’ notice that he/she desires time off in accordance with the provisions of this section.

11.12 Union Convention Leave

The District shall grant convention attendance or other union activities as unpaid leave, for up to five (5) working days for a maximum of five (5) provided that no more than one unit member is absent from any office or operational unit for such purpose at one time. If additional time is needed for union training, a request will be made to the Board of Education through the Superintendent.

11.13 Personal Leave Days/Floating Holiday

Each member in the unit will be entitled to one (1) personal leave day each fiscal year which shall be arranged by mutual agreement between the unit member and his/her supervisor.

11.14 Family Care and Medical Leave

11.14.1 Any permanent unit member who has served in the district 1,250 hours or more 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 State Code, Section 2601 *et seq*, (FMLA), and California Government Code Section 12945.2.

11.14.2 Family Care and Medical Leave may be used for the following reasons:

1. The birth of the unit member’s child
2. The placement of a child with the unit member in connection with the unit member’s adoption or foster care of the child.
3. To care for the serious health condition of the unit member’s child, parent or spouse.
4. 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.

- 11.14.3 For purposes of this provision, “serious health condition” means illness, injury, impairment or physical or mental condition which prevents the unit member from performing the functions of the position in which the unit member is employed, or which warrants the participation of the unit member in providing care to a family member during a period of treatment, and involves either:
- (1) Inpatient care in a hospital, hospice or residential health care facility; or
 - (2) Continuing treatment or continuing supervision by a health care provider.
- 11.14.4 For purposes of this provision, “health care provider” has the same meaning as it is defined in Government Code Section 12945.2, subdivision (c)(6).
- 11.14.5 For purposes of this provision, “child” means a biological, adopted, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis who is either:
- (1) Under eighteen years of age; or
 - (2) An adult dependent child.
- 11.14.6 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.

11.14.7 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 day of the unit member's leave, unless additional leave is granted by the Superintendent or designee.

11.14.17.1 The entitlement to leave for 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.

11.14.17.2 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.

The unit members' notice of leave shall specify the date the leave commences, the anticipated pattern of leave use if the unit members will not be absent continuously and the anticipated date of return to continuous active service if known to the unit member.

11.14.8 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 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.

11.14.9 Except in cases of emergency, a unit member shall give the Classified Personnel Department of the District reasonable advance notice of his/her intent to take Family Care and Medical Leave.

11.14.9.1 In the event necessitating family care 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 of the District with a thirty (30) calendar day advance written notice of the unit member's need to leave.

11.14.9.2 In the event necessitating family care 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 of the District 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.

11.14.9.3 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.

11.14.10 Family Care and Medical Leave can be taken in multiple periods.

11.14.10.1 The minimum duration of any Family Care and Medical Leave for reason of birth, adoption or foster care placement of a child of the unit member, shall be two weeks. Nevertheless, the District will twice grant a unit member's request for Family Care Leave of at least one day but less than two weeks duration if the unit member's request for Family Care Leave of at least one day but less than two weeks duration if the unit member complies with all requirements of Article XI, Section 14.15 of this Agreement.

11.14.10.2 Family Care and Medical Leave for the serious health condition of the unit member's child, parent or spouse or of the unit member, may be taken intermittently in one day increments when medically necessary as determined by the health care provider of the person with the serious health condition

11.14.10.3 During the period of leave taken pursuant to Article XI, Section 14.15 of this Agreement, the District may require the unit member to use accrued vacation leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. If the unit member takes a leave because of his/her own serious health condition, the District may require the unit member to use any accrued sick leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. 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.

- 11.14.11 The District shall maintain the unit member's health and welfare programs, for the duration of the Family Care and Medical Leave, not to exceed a cumulative maximum of twelve (12) work weeks in a twelve (12) month period.
- 11.14.12 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.
- 11.14.13 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.
- 11.14.14 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:
- (1) The date on which the serious health condition commenced
 - (2) The probable duration of the condition.
 - (3) An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care.
 - (4) A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the individual requiring the care.
- 11.14.15 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:
- (1) The date on which the serious health condition commenced.
 - (2) The probable duration of the condition.
 - (3) A statement that, due to the serious health condition, the unit member is unable to perform the function of his her position.
- 11.14.16 Upon expiration of the time estimated by the health care provider in Article XI, section 14.15 subparagraph (3), and section 14.16 subparagraph (2) of this Agreement, if additional leave is required, the District may require the unit member to obtain recertification in accordance with the same procedures provided in Article XI, sections 14.15 and 14.16 of this Agreement.

- 11.14.17 In any case in which the District doubts the validity of the certification provided pursuant to Article XI, sections 14.15 and 14.16 of this Agreement, the District may require verification of the certification in accordance with 29 C.F.R. section 825.307.
- 11.14.18 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, unless otherwise determined under the Americans with Disabilities Act (ADA).
- 11.14.19 The District shall not refuse to hire, reinstate, and shall not discharge, fine suspend, expel or discriminate against any unit member because he/she exercises the right to Family Care Leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave.
- 11.14.20 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 parent's Family Care and Medical Leave totaling more than a cumulative of twelve (12) workweeks in a twelve (12) month period.
- 11.14.21 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 school District by reason of the fact that he/she is on Family Care and Medical Leave.
- 11.14.22 The District may require a unit member to use any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. Under no circumstance shall a unit member be entitled to an aggregate amount of leave taken pursuant to the FMLA or California Government Code section 12945.2 in excess of twelve (12) workweeks in a twelve (12) month period.
- 11.14.23 A unit member is entitled to take, addition to the leave provided for under these provisions, the pregnancy disability leave provided for under Article XI, Section 9 of this Agreement.
- 11.14.24 In no case will any unit member receive less rights under this provision than those provided in the Family Medical Leave Act.
- 11.14.25 In no case will any unit member receive less rights under this provision than those provided in the Family Medical Leave Act.

11.15 Paid Parental/Child-Bonding Leave

- a. As provided by Education Code section 45096.1, unit employees shall be entitled to paid parental leave as set forth in this section.

For purposes of this section, “parental leave” shall be defined as leave for reason of birth of the unit employee’s child, or the placement of a child with the unit employee for adoption or foster care within twelve (12) months of the birth or placement.

- b. Unit employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- c. When a unit employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under Section 11.14 above and the California Family Rights Act (CFRA, Government Code Section 12945.2), he/she shall be entitled to substitute differential pay or 50% of the unit member’s salary (whichever is greater) for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 6.1.2 above but shall not count against the leave entitlement set forth in that Section. In order to receive substitute differential pay, the unit employee must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- d. Any leave taken under this section shall count against any entitlement to child-bonding leave under Section 6.5 and the California Family Rights Act. The aggregate amount of leave taken under this section and Section 6.5/CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- e. A unit employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.
- f. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth related disability.
- g. A unit employee shall give at least thirty (30) calendar days’ notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks’ duration except on two (2) occasions. Leave under this section must be

completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

11.16 Catastrophic Leave:

Catastrophic leave permits unit members to donate sick leave credits or vacation time to another unit member when that unit member or a member of his or her spouse or dependent child suffers from a catastrophic illness or injury.

Definitions:

“Catastrophic illness” or “injury” means an illness that is expected to incapacitate the employee for an extended period of time, or that incapacitates the spouse or dependent child of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and or other paid time off.

Procedures:

A unit member may request the donation of catastrophic leave in accordance with Education Code 44043.5. If any catastrophic leave is granted and subsequently not used, any unused time shall be equally re-distributed to donating employees.

- 11.17 The District and SEIU shall appoint representatives to a joint management employee committee to review, develop and recommend a plan to improve employee attendance.

ARTICLE XII

TRANSFERS

- 12.1 Transfer is defined as the movement of a member of the unit from one location to another that does not involve a change in classification. This does not include assignments within the same classification at the same site location.
- 12.2 A transfer may be made by the District at any time for any of the following reasons:
A transfer may be made by the District at any time for the purpose of insuring the continued operation of the District.
- 12.3 Administration-initiated transfers may be made from one position in a class to another position in the same class for other than disciplinary reasons upon the approval of the Superintendent or his/her designated representative. Members of the bargaining unit may be administratively transferred upon 24 hours' notice in the event of a compelling District need. In the event of a district initiated transfer the member shall be provided with a reason for the transfer.
- 12.3.1 Transfers from a position in one class to a position in another related class must first be approved by the Personnel Director. Such approval may be given only when the transfer is either lateral, or is voluntary demotion in the same job family.
- 12.3.2 Administration-initiated transfers whether lateral or to a lower class, when affected for disciplinary reason, shall be considered an involuntary demotion, and unit members shall have the right to file an appeal to the Personnel Commission.
- 12.4 Unit member-initiated transfers shall be made in accordance with the following procedures:
- 12.4.1 A permanent unit member may request a transfer from his/her position to another in the same class, or to a position in a lower class in the same job family as voluntary demotion. The Personnel Director shall be responsible for determining job families and the appropriateness of the transfer
- 12.4.2 Transfer requests shall be made in writing to the Personnel Director. The Personnel Director shall place the unit member's name on the appropriate transfer lists. Competency of the unit member shall be the deciding factor on granting requests for transfers. Due consideration for transfer request shall be given in the following order:
1. position of equal hours.

2. seniority

3. date filed

- 12.4.3 Any unit member who has requested an appropriate transfer shall have the right to have his/her name certified along with the top three (3) eligibles on the employment list and the names of eligibles from other appropriate lists.
- 12.4.4 Should the transfer be mutually agreeable to all parties concerned, a release date not to exceed ten (10) working days, unless otherwise mutually agreed to by all parties, shall be communicated to the Personnel Director.
- 12.4.5 Should the unit member's current department head wish to disapprove the transfer, the problem shall be resolved by the Superintendent.
- 12.5 The top three (3) qualified transfer eligible candidates will receive first consideration to any/all vacancies. If there are three (3) eligible transfer candidates on the transfer list, management must choose one of the three (3) eligible transfer candidates to fill the vacant position. If there are less than three (3) eligible transfer candidates on the list, the transfer candidate(s) must be interviewed, but management may request to interview the number of ranked eligible(s) (to equal the required three candidates) from the approved eligible list to fill the vacant position. The person selected shall be allowed to transfer in accordance with the contract.

ARTICLE XIII

EVALUATION PROCEDURES

13.1 Schedule

Unit members shall be evaluated in accordance with the following schedule:

13.1.1 Probationary unit members shall be given performance evaluations no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the unit member may be evaluated every month during the remainder of the probationary period.

13.1.2 Permanent unit members shall be given an annual performance evaluation at least once every year. The District shall make a reasonable effort to evaluate unit members prior to the last working day in May.

13.2 Procedures to be Followed

The parties agree to follow the procedures established in Personnel Commission Rules and Regulations Sec. 60.500 for conducting performance evaluations.

13.2.1 Evaluations shall be based on observations and knowledge and in accord with the facts, and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the unit member's personnel file unless the unit member has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials. In any event, the evaluator shall have direct knowledge of employee's performance. All documents must be signed and dated by the unit member, immediate supervisor and department head and/or district designated administrator.

13.2.2 The evaluator, the immediate supervisor, department head, and/or assigned administrator of each classification with the approval of the department head (PC Rule 60.500.4) shall discuss the written performance evaluation report with the unit member. The signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may attach any written comments to the evaluation at his/her option at the time of the conference or within ten (10) days of the close of the conference prior to the evaluation being placed in the personnel file. If no comment is attached, the evaluation will be placed as written in the employee's personnel file.

13.2.3 If any category on the performance is rated “needs improvement,” the following will be included in the evaluation:

1. statement of the problem or concern;
2. the desired improvement;
3. suggestions as to how to improve; and
4. suggested provisions for assisting the employee.

13.2.4 Upon request by a unit member to the Personnel Office, a performance evaluation form shall be forwarded to, and completed by, any supervisor under whom the unit member has worked during the evaluation period for at least ninety (90) calendar days.

13.2.5 For all employees hired after ratification of the agreement, February 26, 2013, before a rating of “3” or “inadequate” is given in any evaluation category, the member shall receive prior written notice of the unsatisfactory performance.

If any evaluation rating of “inadequate” is noted in the member’s formal written evaluation, the immediate supervisor shall hold a conference with the member to make specific recommendations as to the areas of needed improvement in the member’s performance and shall endeavor to assist the member in improving performance. Recommendations as to areas of needed improvement will be made in writing, including a time schedule to monitor progress.

The evaluator may determine to provide any permanent employee with a performance improvement plan at the beginning of the next evaluation cycle, or at any time that the evaluator observes performance to be inadequate. Any improvement pursuant to the plan may be noted and placed in the employee’s personnel file. Failure to meet the standards set in the performance improvement plan shall be noted in the next evaluation and placed in the personnel file. In addition, failure to meet the standards set in the performance evaluation may result in the member being frozen on the salary schedule and/or denied any additional compensation (bonuses, etc.) provided to other members of the bargaining unit. Any member whose salary is frozen or denied additional compensation shall be re-evaluated on the item(s) rated “inadequate” every three months, and shall be granted the one step increase, or additional compensation, upon a satisfactory or better rating on such item(s).

A copy of the evaluations shall be provided to the employee.

13.3 Appeal

If the unit member disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the Superintendent, or designated representative within ten (10) working days of receipt of the evaluation. The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The unit member may be represented in this appeal by the Union, if he/she so desires.

13.3.1 A formal grievance concerning evaluations filed under Article XV (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

13.4 Letter of Warning

A unit member given a Letter of Warning that does not recommend disciplinary action shall have the same appeal rights as outlined in Section 13.3 above. A formal grievance concerning such a Letter of Warning filed under Article XV (Grievance Procedure) shall be limited to a claim that the procedures in Paragraphs a. and b. of Section 13.2 above have not been followed.

13.5 Files

A unit member shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at the personnel office.

13.5.1 The unit member shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior written notice, a unit member shall have the right to inspect his/her personnel file during normal office hours of the Personnel Office without loss of pay. The unit member's Union representative shall have the right, with the written consent of the unit member, to inspect his/her personnel file. Unit members will not be charged for the first five (5) pages of materials in the personnel file, which they request. A unit member shall also be entitled to a copy of any document the unit member is requested to sign.

13.6 Prior to taking disciplinary (suspension, demotion, or dismissal) action against a unit member, the responsible administrator shall advise the unit member that disciplinary action may be taken and schedule a meeting to discuss the matter. The unit member shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the unit member's choice. Non-availability of the unit member or representative for more than reasonable time shall not delay appropriate action. This right shall not apply to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violation of this section shall be presented through appropriate disciplinary appeals. Disciplinary action concerning permanent classified employees shall be taken in accordance with the personnel rules concerning disciplinary action.

- 13.7 Discussions between a unit member and District supervision concerning the unit member's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this section, "privately" means either a private location or a location which may be in public view but is not within earshot of other employees. Under no circumstances shall the supervisor have the right to harass any member of the bargaining unit.

ARTICLE XIV

SAFETY AND TRAINING

- 14.1 Unit member shall not be required to work under unsafe or hazardous conditions or to perform task which endanger their health, safety or well-being.
- 14.2 A Safety and Training Committee composed of five (5) members each, equally appointed by the Union and the District shall be formed within ninety (90) days after implementation of this contract. The committee may make recommendations to the Superintendent concerning unit members' safety and training needs. Bargaining unit members may be granted reasonable release time to carry out committee obligations. Meetings shall be held no less frequently than semi-annually, or on an as needed basis.
- 14.3 The Union agrees that all unit members shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the unit members' duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor. Allegations of retaliation for reporting unsafe conditions may be submitted to CAL-OSHA, in the absence of resolution between the unit member and the District.
- 14.5 The District shall provide earthquake preparedness training for all shifts and an emergency kit for each department.
- 14.6 For training purposes, One (1) Union Steward, may be granted at the discretion of the District and approval of the on-site CAL-OSHA inspector, release time to accompany a CAL-OSHA representative and management representative conducting an on-site safety inspection.
- 14.7 Training shall be provided to SEIU members, within his or her current classification, in the safe use of equipment and materials as deemed necessary by the District. A schedule and the frequency of training will be reviewed by the Training and Safety committee. To the extent allowable by the District resources, on-site training will be provided during work hours.
- 14.8 Professional Growth Training necessary to maintain certification for the employees' current job qualifications is at the employees' expense. As per Education Code 45380 employees are encouraged to prepare themselves for changes. It is permissible for the District to provide specific training should resources be available.
- 14.9 Employees may be given paid release time to attend training to comply with his or her current job requirements as deemed necessary by the District. Any release

time allowed for training purposes requires prior approval by the Board of Education.

14.10 Professional Development (2018-19 Pilot Program)

Professional Development reimbursement in the amount of up to \$150.00 per preapproved activity/course/workshop/materials up to a maximum allocation of \$10,000 for 2018-19 will be available to SEIU permanent bargaining unit members (hereafter “employees” for this section) under provisions outlined in this section):

14.10.1 Three broad career pathways are established to promote professional development directly related to the classifications within the bargaining unit for current and future promotional opportunities*:

14.10.1.1 Maintenance/Operations/Transportation (Inc. Grounds and Warehouse)

14.10.1.2 Security

14.10.1.3 Nutrition Services (*Promotional opportunities may also include other classifications within classified service.)

14.10.2 Employees must meet all of the eligibility requirements to receive a reimbursement for an activity/course/workshop/materials up to \$150.00:

14.10.2.1 Submit Professional Development form designating one of the career pathways in 14.10.1 and a provide details of the related activity/course/workshop/materials requested.

14.10.2.2 Up to one (1) Professional Growth award per eligible employee for 2018-19 is available if all requirements are met.

14.10.2.3 Receive prior approval from the SEIU Chief Job Steward, or designee, and the Director, Human Resources before engaging in the activity/Course/Workshop/Materials. In the event both the SEIU Chief Job Steward, or designee, and the Director, Human Resources do not agree, the award is denied. At the request of the employee, the decision to deny an award is only subject to review by the Assistant Superintendent of Human Resources at his or her sole discretion. The decision by the Assistant Superintendent of Human Resources is final and not subject to any further review.

- 14.10.2.4 Submit reimbursement request within sixty (60) days of completion verifying successful completion with attached original receipt for the preapproved amount.
 - 14.10.2.5 Encumbrances for 2018/19 for preapproved amounts will be carried over for (1) subsequent fiscal year. There will be no reimbursement for preapproved amounts beyond the encumbrance carryover period.
 - 14.10.2.6 Except for encumbrance carryover specified, unexpended funds will not carryover.
 - 14.10.2.7 Reimbursements will be on a first come first serve basis up to the maximum amount of \$10,000.
 - 14.10.2.8 The pilot program for 2018-19 sunsets on June 30, 2019. Continuation is subject to negotiations and mutual agreement beyond June 30, 2019.
 - 14.10.2.9 The activity/course/workshop/participation must not interfere with the employee's assigned working hours.
- 14.10.3 Higher Education Institution Partnerships
The parties agree to explore partnerships with local area higher education institutions for careers in education and free onsite training. No LUSD funds are allocated, but grants and scholarships may be available through the institutions.
- 14.10.4 LUSD Adult School Offerings
The parties encourage employees to utilize free and low-cost Adult Education courses to pursue Professional Development.

ARTICLE XV

GRIEVANCE PROCEDURE

15.1 Purpose

The District and the Union recognize that early settlement of grievances is essential to sound worker-employer relations. Meetings between District supervisors and workers they supervise are encouraged. It is the intent of the parties to employ this grievance procedure after other means to satisfactorily solve personnel problems have been unproductive.

15.2 Definitions

15.2.1 A “grievance” is a claim by one or more unit members of an alleged violation, misinterpretation, or misapplication of a provision or provisions of the Agreement which directly affects the grieving unit member or group of grieving unit members.

15.2.2 A “unit member” is a person working in the bargaining unit.

15.2.3 A “working day” is any day when the central administrative office of the District is open for business.

15.2.4 A “grievant” is a unit member or unit members asserting a grievance.

15.2.5 A “supervisor” is a member of management who supervises a member or members in the unit.

15.3 Informal Resolution

Unit members and their immediate supervisor should attempt to resolve differences or dissatisfactions as soon as possible, but such resolutions must be in accordance with the provision of this Agreement. Within twenty (20) working days after a unit member has knowledge of the act or omission giving rise to the complaint, the unit member shall file a written request for a conference with his/her supervisor. The supervisor shall meet with grievant within five (5) working days from the receipt of the request for a conference. A unit member may be accompanied by his/her representative at any scheduled conference for which a written request for a conference has been filed.

15.4 Formal Written Procedure – Step 1

A unit member or a group of unit members when permitted by this article or the Union, may initiate a formal grievance with his/her immediate supervisor within five (5) days after receipt of the supervisor's written response in the informal grievance procedure.

Grievance information shall include:

1. A description of the specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance.
2. Citations of the provisions of this Agreement which are alleged to have been violated, misinterpreted or misapplied.
3. A listing of the specific action or actions requested of the District which will afford a remedy to the grievant.
4. A request for a conference with the immediate supervisor if desired. If the immediate supervisor desires he/she may request a conference with the grievant.

If a request for a conference is made by the grievant or the immediate supervisor, such a conference shall be held within five (5) working days after the receipt of such request by either party. The grievant and the immediate supervisor may request the presence of a representative or two (2) representatives at this Step 1 conference. Within ten (10) working days after the conference with the grievant, the immediate supervisor shall render a proposed written decision to the grievant. A copy will be sent to the Union. In any case where the union did not represent the grievant, the Union will have ten (10) working days to review the District's proposed decision and to file a response if desired. If the Union files a response, the District shall have ten (10) working days to consider that response and make any revisions the District believes warranted. If no response is filed by the Union, the District's decision will become final on the eleventh (11th) working day following the District's rendering of the written decision.

15.5 Formal Written Procedure – Step 2

If a grievance is not resolved in Step 1, the unit member or members may request in writing a hearing before the Superintendent or his/her representative. Such request must be filed in writing in the Office of the Superintendent within seven (7) working days after receipt of the final written decision at Step 1. The Superintendent or his/her representative will hold a hearing within seven (7) working days after the receipt of the request for a hearing. The grievant may be represented by one (1) or two (2) representatives of his/her own choice.

Within ten (10) working days after the hearing, the Superintendent or his/her representative shall render a proposed written decision, copies of which will be sent to the grievant and the Union.

In any case in which the Union did not represent the grievant in Step 2, the Union will have ten (10) working days to review the decision of the Superintendent or his/her representative and file a response if desired. If the Union files a response, the Superintendent or his/her representative shall have five (5) working days to consider the response and make revisions to the proposed written decision if revision is warranted. If no response is filed by Union, the Superintendent's decision will become final on the eleventh (11th) working day following issuance of the proposed written decision.

15.5.1 Mediation (Optional)

If the grievance is not resolved at Step 2, the Union Representative may, within ten (10) working days following receipt of the District's response, request in writing that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the District and the Union.

The Union and Management shall obtain the services of a mediator from the State Mediation and Conciliation Service.

The mediation procedure shall be informal. If the grievance is resolved through mediation it will be binding.

If the grievance is not resolved in mediation, the mediator may be requested by mutual agreement to provide an immediate opinion. Thereafter the Union may request arbitration.

15.6 Arbitration

15.6.1 If the Union is not satisfied with the disposition at Step 2, or if the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to arbitration within ten (10) working days after receipt of the Superintendent's final answer in Step 1 or within ten (10) days after the time limits for the Superintendent's answer expires. In such case the parties may agree on an arbitrator or request a list of arbitrators from the California State Conciliation Service in accordance with State Conciliation Service procedures.

The arbitrator shall be chosen by allowing each party, in turn, to strike out one name until one name remains. The determination of the party to strike first shall be by lot.

15.6.2 Cost of Arbitration

1. The District and the Union shall share equally in the payment and expenses of arbitration.
2. The District and Union shall equally share the cost of a qualified reporter. If either party desires a transcript of the record, that party shall pay for the transcript. If both parties desire a transcript, they shall share the cost.

15.6.3 Function of the Arbitrator

The function of the arbitrator shall be to hold a hearing concerning the grievance and to render a decision on the issues presented by the parties. Such decision will be binding on all parties.

15.6.4 Limitations of the Arbitrator.

The arbitration procedure does not apply to:

1. Any proceeding for layoff, discipline or discharge of unit members.
2. Any attempt to alter or amend this Agreement by the filing of a grievance.
3. Any proposal for the expenditure of capital funds.
4. No decision shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period for filing a grievance specified in the grievance procedure.
5. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.
6. The decision of the arbitrator shall be base solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

15.7 General Provisions

- A. Designation of representatives shall be in writing. Such designation shall be entered on the grievance form at Step 1.

- B. No party shall be required to discuss any grievance if his/her representative is not present.
- C. The time allowance set forth in this grievance procedure may be extended by mutual written agreement of the grievant of the grievant's representative and the District.
- D. Grievances not 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. The arbitrator shall determine the arbitrability of the grievance prior to considering the substance of the grievance.
- E. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- F. If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.
- G. Grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step 2.
- H. No party may be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- I. Grievance forms will be provided by the District and made available by the Union or by supervisors.
- J. No reprisal of any kind will be taken by or against any participant in the grievance procedure for participation in a grievance matter.
- K. Grievances will be filed apart from unit member's personnel files.

ARTICLE XVI

NO STRIKE, NO LOCKOUT

- 16.1 The Union and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Union, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any member in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Union members or other persons covered by this Agreement.

ARTICLE XVII

SUCCESSOR AGREEMENT

- 17.1 The Union agrees that its proposals for a successor agreement will be presented to the Board in writing at one of its regularly scheduled March meetings of the year the existing Agreement expires.

The Board agrees to enter into negotiations with the Union over a successor agreement no later than six (6) weeks after the public meeting of the Board at which time the Union's successor agreement proposals are presented to the Board.

Any agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE XVIII

EFFECT OF AGREEMENT

- 18.1 All conditions of employment within the scope of meeting and negotiating pursuant to Government Code Section 3540 et seq., in effect in the District prior to and at the same time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or implied to provide members of the unit with professional or other advantages heretofore enjoyed unless expressly stated herein.
- 18.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with response to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth herein.
- 18.3 The parties agree therefore that the other shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time that they negotiated and signed this Agreement.
- 18.4 The Union agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any management employee or Board member, regarding any action on the part of such persons in the official exercise of their duties or the administration for this contract or any grievance filed hereunder, or any other lawful activity.

ARTICLE XIX

SEPARABILITY AND SAVINGS

- 19.1 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdictions, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- 19.2 In the event that an article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction, the parties agree to meet within twenty-one (21) calendar days after the final decision to discuss the effect of the decision and determine if renegotiation of the article, section or clause is necessary.

ARTICLE XX

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

20.1 Non-Discrimination and Affirmative Action

No unit member shall be coerced, intimidated, or otherwise discriminated against for rights guaranteed by federal or state law.

20.2 No Discrimination on Account of Union Activity

Neither the District nor any Union member shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of right to engage or not to engage in Union activity.

20.3 Affirmative Action

The District and the Union agree that an effective affirmative action program is beneficial to the District, unit members, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The District shall consult with the Union in preparing the affirmative action plans.

ARTICLE XXI

STATE DISABILITY INSURANCE

- 21.1 The District agrees that all unit members shall be enrolled in the Disability Insurance Program for Public School Employees administered by the Employment Development Department of the State of California and that all premium costs of this program shall be borne by the unit members through individual payroll deductions.
- 21.2 The Union agrees that the Disability Insurance program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to disability insurance of the Employment Development Department are excluded from the grievance and arbitration provision of Article XV, "Grievance Procedure".
- 21.3 In order to implement the Disability Insurance Program specified in Sections 21.1 and 21.2 above, the District at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for disability insurance coverage.
- 21.4 Any statutory or regulatory changes affecting the provisions of this Article are deemed a part hereto for all purposes.

ARTICLE XXII

DURATION

22.1 The term of the successor agreement shall be from July 1, 2018-June 30, 2021 with reopeners on salary and benefits for 2019-20 and 2020-21. Each party may reopen two (2) additional articles for 2019-20 and 2020-21.

22.2 In Witness whereof, the Local 99, Service Employees International Union, has caused this Agreement to be signed by its President or his/her designee and members of the negotiating team, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Los Angeles City & County School Employees Union, Local 99, Service Employees International Union

Lynwood Unified School District Board of Education

Samuel Conner, SEIU Chief Shop Steward

Alfonso Morales, Esq., President

Cindy Ward, SEIU Representative

Julian Del Real-Calleros, Vice President

Michael Haberberger, SEIU Field Representative

Gary Hardie, Jr., Clerk

Maria G. Lopez, Member

Alma Carina Castro, Ed.D., Member

Gudiel R. Crosthwaite, Ph.D., Superintendent of Schools

APPENDIX A

OPERATIONS –SUPPORT SERVICE UNIT

Boys Locker Room Attendant
Bus Driver
Campus Monitor
Carpenter
Cook
Custodian
Dispatcher
Electrician
Equipment Operator
Gardener
Girls Locker Room Attendant
Glazier
HVAC Mechanic
Irrigation Specialist
Locksmith
Maintenance Worker I
Maintenance Worker II
Masonry Worker
Nutrition Service Satellite Kitchen Operator
Nutrition Service Worker I
Nutrition Service Worker II
Painter
Plumber
Roofer
Security Officer
Security Officer II
Senior Carpenter
Senior Custodian
Senior Gardener
Senior HVAC Mechanic
Senior Nutrition Service Worker
Senior Plumber
Senior Locksmith
Senior Warehouse Worker
Senior Welder
Vehicle Mechanic
Warehouse Worker
Warehouse Worker/Delivery Driver
Welder

**SEIU APPENDIX B
(Longevity)**

	<u>Current</u>	<u>2004-2005</u>	<u>2005-2005</u>
10 th Year	\$10.00	\$10.00	\$10.00
12 th Year	\$15.00	\$25.00	\$25.00
15 th Year	\$35.00	\$50.00	\$60.00
18 th Year	\$40.00	\$70.00	\$100.00
20 th Year	\$45.00	\$95.00	\$145.00
23 rd Year	\$50.00	\$125.00	\$200.00
25 th Year	\$65.00	\$165.00	\$265.00

APPENDIX C

**LYNWOOD UNIFIED SCHOOL DISTRICT – CLASSIFIED SALARY SCHEDULE
LOCAL 99 SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO**

Effective: July 1, 2019

SCH	ACTIVE CLASSIFICATIONS	Range	Step 1	Step 2	Step 3	Step 4	Step 5
D	Boys Locker Room Attendant	44	2834	2964	3104	3251	3402
			16.35	17.10	17.91	18.76	19.63
J	Bus Driver	219	3533	3702	3882	4066	4263
			20.38	21.36	22.40	23.46	24.59
R	Campus Monitor	14	12.36				
D	Carpenter	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31
D	Cook	50	3035	3176	3326	3482	3645
			17.51	18.32	19.19	20.09	21.03
D	Custodian	48	2964	3104	3251	3406	3562
			17.10	17.91	18.76	19.65	20.55
D	Dispatcher	55	3214	3367	3524	3691	3867
			18.54	19.43	20.33	21.29	22.31
D	Electrician	76	4125	4320	4526	4746	4975
			23.80	24.92	26.11	27.38	28.70
D	Equipment Operator	59	3372	3531	3694	3874	4058
			19.45	20.37	21.31	22.35	23.41
D	Gardener	51	3067	3214	3367	3524	3689
			17.69	18.54	19.43	20.33	21.28
D	Girls Locker Room Attendant	44	2834	2964	3104	3251	3402
			16.35	17.10	17.91	18.76	19.63
D	Glazier	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31
D	HVAC Mechanic	76	4125	4320	4526	4746	4975
			23.80	24.92	26.11	27.38	28.70
D	Irrigation Specialist	66	3656	3829	4010	4201	4402
			21.09	22.09	23.13	24.24	25.40
D	Locksmith	66	3656	3829	4010	4201	4402

			21.09	22.09	23.13	24.24	25.40
D	Maintenance Worker I	51	3067	3214	3367	3524	3689
			17.69	18.54	19.43	20.33	21.28
D	Maintenance Worker II	62	3486	3652	3825	4008	4199
			20.11	21.07	22.07	23.12	24.23
D	Masonry Worker	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31
D	Nutrition Srv. Satellite Kitchen Oper.	46	2897	3035	3174	3323	3482
			16.71	17.51	18.31	19.17	20.09
D	Nutrition Service Worker I	26	2302	2407	2519	2636	2757
			13.28	13.89	14.53	15.21	15.91
J	Nutrition Service Worker II	203	2445	2559	2680	2801	2933
			14.11	14.76	15.46	16.16	16.92
D	Painter	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31
J	Plumber	230	4577	4798	5033	5279	5535
			26.41	27.68	29.04	30.46	31.93
D	Roofer	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31
D	Security Officer	55	3214	3367	3524	3691	3867
			18.54	19.43	20.33	21.29	22.31
J	Security Officer II	222	3792	3975	4165	4366	4577
			21.88	22.93	24.03	25.19	26.41
D	Senior Carpenter	76	4125	4320	4526	4746	4975
			23.80	24.92	26.11	27.38	28.70
D	Senior Custodian	58	3323	3484	3649	3822	4007
			19.17	20.10	21.05	22.05	23.12
D	Senior Gardener	55	3214	3367	3524	3691	3867
			18.54	19.43	20.33	21.29	22.31
J	Senior HVAC	229	4469	4686	4916	5153	5406
			25.78	27.03	28.36	29.73	31.19
D	Senior Nutrition Service Worker	36	2589	2708	2836	2964	3104
			14.94	15.62	16.36	17.10	17.91
J	Senior Plumber	233	4916	5153	5406	5668	5947
			28.36	29.73	31.19	32.70	34.31
D	Senior Locksmith	76	4125	4320	4526	4746	4975

			23.80	24.92	26.11	27.38	28.70
D	Senior Warehouse Worker	59	3372	3531	3694	3874	4058
			19.45	20.37	21.31	22.35	23.41
D	Senior Welder	76	4125	4320	4526	4746	4975
			23.80	24.92	26.11	27.38	28.70
J	Vehicle Mechanic	230	4577	4798	5033	5279	5535
			26.41	27.68	29.04	30.46	31.93
D	Warehouse Worker	48	2964	3104	3251	3406	3562
			17.10	17.91	18.76	19.65	20.55
D	Warehouse Worker/Delivery Driver	53	3146	3295	3447	3612	3782
			18.15	19.01	19.89	20.84	21.82
D	Welder	72	3929	4115	4312	4517	4734
			22.67	23.74	24.88	26.06	27.31

ANNIVERSARY INCREMENTS FOR EMPLOYEES ARE TO BE COMPUTED AS FOLLOWS:

An additional \$ 20.00 to be added to the monthly base pay beginning the 10th year of service.
 An additional \$ 60.00 to be added to the monthly base pay beginning the 12th year of service.
 An additional \$ 100.00 to be added to the monthly base pay beginning the 15th year of service.
 An additional \$140.00 to be added to the monthly base pay beginning the 18th year of service.
 An additional \$200.00 to be added to the monthly base pay beginning the 20th year of service.
 An additional \$230.00 to be added to the monthly base pay beginning the 23rd year of service.
 An additional \$265.00 to be added to the monthly base pay beginning the 25th year of service.
 An additional \$300.00 to be added to the monthly base pay beginning the 30th year of service
 An additional \$350.00 to be added to the monthly base pay beginning the 35th year of service.

Revised 12/23/2019

APPENDIX D

NIGHT DIFFERENTIAL Classified Personnel which regularly work one half or more of their assigned time between the hours of 5:00 p.m. and 7:00 a.m. will be paid a differential of 3.5%. Any unit member who regularly works between 10:00 p.m. and 7:00 a.m. will be paid a shift differential of 5%.