

CONTRACTUAL AGREEMENT

between

LODI UNIFIED SCHOOL DISTRICT

and

LODI UNIFIED SUPERVISORIAL GROUP

July 1, 2020 – June 30, 2023



SUPERVISORS CONTRACT

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PREAMBLE

This agreement is made and entered into, effective July 1, 2020, by and between Lodi Unified School District, hereinafter referred to as the District, and the Lodi Unified Supervisorial Group, hereinafter referred to as L.U.S.G.

I. RECOGNITION

The District hereby acknowledges that the L.U.S.G. is the exclusive bargaining representative for all classified employees designated supervisory by the Board of Education.

II. DISCRIMINATION

A. Title VII

Neither the District nor L.U.S.G. will discriminate in any manner against any employee because of race, religion, creed, national origin, age, or sex as provided by Title VII, Civil Rights Act.

B. Guarantee

Neither the District nor L.U.S.G. shall threaten or discriminate against employees exercising any of their rights guaranteed by law.

III. DISTRICT RIGHTS

A. The District retains all its powers and authority to manage, direct, and control the operation of the District to the full extent of the law. Included in those duties and powers, but not limited thereto, are the rights to:

Direct the work of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the times and hours of operations; build, move, or modify the facilities; develop a budget; determine budgetary allocations; and contract out work.

B. In addition, the Board retains the right to hire, classify, promote, transfer, assign, evaluate, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the laws of California.

C. The District agrees to meet and negotiate with the Supervisory Unit regarding the following:

1. Decisions to move positions within the unit to another bargaining unit.
2. Effects on the unit of District reorganization when bargaining unit positions are affected by the reorganization.
3. Effects of decisions to lay off unit members due to lack of work or lack of funds.
4. Salary placement when new classifications are added to the unit.

IV. ORGANIZATIONAL RIGHTS

L.U.S.G. shall have the following rights in addition to those contained elsewhere in the Agreement.

- A. The right to reasonable release time and access to areas in which employees work for the purpose of representing bargaining unit members on grievances.
- B. The right to review employee personnel files and any other records dealing with employees when accompanied by the employee.
- C. The right to use without charge institutional equipment, facilities, buildings, bulletin boards and mailboxes for official communication directed to members by authorized organizational designees.

V. **EMPLOYEE RIGHTS**

A. **Personnel Files**

- 1. The personnel file of each employee shall be maintained at the District's central administrative office.
- 2. Employees shall be provided with copies of any derogatory material, including written material, ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity to respond without loss of pay. If a response is written, it shall be filed with the material.
- 3. The District shall place fifteen hundred dollars (\$1,500.00) in a conference fund for Supervisory employees. Release time will be granted for approved conferences and cost of a substitute, if necessary, will be deducted from the conference funds. Conference requests will be submitted on standard District conference forms to the Supervisor's site manager and then to the Director of Personnel.
 - a. The Supervisory Unit will establish an advisory committee to meet with the Director of Personnel for the purpose of establishing guidelines for expenditure of conference funds.

B. **Evaluation Procedure**

Probationary employees in the unit shall be evaluated by the end of the fourth month.

Permanent employees in the unit shall be evaluated no less than every year. Performance evaluation reports shall be made by the employee's immediate supervisor on forms prescribed by the District.

- 1. Any evaluation shall be based on the direct observation and knowledge of the evaluator. Any factor on the performance evaluation form marked "needs improvement" or "unsatisfactory" shall require constructive suggestions for improvement.
- 2. The immediate supervisor shall present the performance evaluation report to the employee and counsel with him/her. The evaluation shall be placed in the employee's personnel file only after a discussion has been held with the employee and he/she has had an opportunity to review and comment on it.
- 3. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. Should the employee not agree with his/her performance evaluation, he/she may within ten (10) working days, write a rebuttal which will be attached to the evaluation report. Performance evaluation reports shall be placed in the employee's personnel file maintained in the District office, and shall be available for review in connection with interviews.

VI. **HOURS AND OVERTIME (Revised 1999-00)**

- A. All hours worked on holidays designated by this agreement shall be compensated at one and one-half (1½) times the regular rate of pay.

B. Workweek

The workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. A workweek will be Monday through Friday. In the event of a bonafide District need to maintain the health and safety of students and staff, or due to the ongoing effects of Year Round Education, the District may change the workweek schedule for individual or groups of supervisory employees on a temporary or regular basis. The District agrees to meet with L.U.S.G. to discuss any bargainable issues that may arise from a change in the workweek prior to implementing any such change.

The District also may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for all, or certain classes of supervisory employees, or for certain specified employees, provided the establishment of such a workweek has the concurrence of L.U.S.G.

The Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

C. Workday

The length of the workday shall be designated by the District for each supervisory assignment in accordance with the provisions set forth in this agreement. Each employee in the unit shall be assigned a fixed, regular, and ascertainable minimum number of hours. The provisions of this Article shall not restrict the use of split shifts, or the extension of the regular working hour schedule on an overtime basis when such is necessary to carry on the duties of the District.

D. Length of Workday

The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Employees shall be compensated for any work required to be performed on the sixth day worked following the commencement of the workweek at the rate equal to one and one-half (1 ½) the regular rate of pay of the employee designated and authorized to perform the work.

All hours worked on the seventh consecutive day of work for full-time employees shall be compensated at double the regular rate of pay.

The employee shall be compensated for the overtime in the next practicable supplemental payroll.

E. Shift Changes

The District shall, when permitted by the circumstances, provide an employee with two (2) weeks notice of any shift change that alters the starting or ending time by more than one (1) hour.

F. Split Shift

Any employee of the bargaining unit whose assigned shift contains a break in excess of one (1) hour shall be paid a split shift premium of two dollars (\$2.00) for each day worked. This premium shall be paid on a supplemental monthly payroll.

G. Shift Differential

A supervisor whose regular assigned work shift ends after 6:00 p.m. shall be paid fifty cents (\$0.50) per hour above his/her regular rate of pay for his/her classification for all hours worked past 6:00 p.m. This shall be paid on a supplemental monthly payroll

H. Call Back Time

If a supervisor is called back to work for any job-related reason, he/she will be compensated at the rate of time and a half pay or CTO for a minimum of two (2) hours. Multiple call backs for the

same event on the same day, shall be considered as one (1) call back and shall be compensated for a minimum of two (2) hours or actual time worked in excess of two (2) hours.

I. Lunch Periods

An employee who works a five (5) or more hour workday shall receive an unpaid duty-free meal period not less than one-half (½) or more than one (1) hour. Whenever possible, this meal period will be scheduled during the middle of the shift. This section shall not apply to employees assigned to a split shift.

J. Rest Periods

Employees shall receive a fifteen (15) minute rest period in each four (4) hour working period. The immediate supervisor shall determine when the rest period is to be taken and the number of employees to be off at any one time. Each employee is expected to use this period for relaxation. This period is not to be used to lengthen the lunch period, shorten the workday, or make up for lost time.

The District will endeavor to make available at each work site adequate lunchroom and lavatory facilities for supervisory employees.

K. Overtime (Revised 2004-05)

Supervisors shall be granted overtime when:

1. Special events (e.g., graduation) scheduled outside of the normal workday require the supervisor to be present.
2. Peak workload times require the supervisor to work on a day not included in his/her normal work schedule.
3. Emergency situations require the supervisor to extend his/her workday.
4. Authorization is granted by the site/program manager in advance of the overtime hours worked, and the approving manager certifies the overtime as necessary.
5. Overtime shall not apply to incidental instances where minor variations in work flow may require time on site in excess of the normal eight (8) hour requirement.
6. Overtime may be taken as CTO or pay at one and one-half (1½) times the employee's regular rate of pay provided the CTO time is taken at a time mutually acceptable to the employee and the District.
7. A unit member shall be permitted to choose compensatory time off (CTO) in lieu of cash compensation provided he/she is "under" the vacation cap set forth in Article X. VACATION, Paragraph H. An eligible employee may have, at any time, up to eighty (80) hours of CTO on the books. CTO shall be taken at a time mutually acceptable to the employee and the District. All CTO hours on the books on any December 31st shall be liquidated at the employee's hourly rate on that date. A unit member who has a vacation balance above the carryover cap, shall only be permitted to choose compensatory time off (CTO) in lieu of cash, if he/she uses the earned CTO within a one-month period of earning it.

VII. PAY AND ALLOWANCES

A. Regular Rate of Pay

The basic rate of pay for each position in the bargaining unit shall be in accordance with rates established for each class as provided by the Supervisory Salary Schedule.

B. Progression on Salary Schedule (Revised 2017)

1. Employees new to LUSD shall typically be placed at Column "B" for the applicable class. The employee may, however, be placed at Column "C" in consideration of qualifications, education, and job-related experience.
2. Employees will advance on the salary schedule on July 1st if he/she has successfully completed at least seventy-five percent (75.0%) of his/her assigned work days in the prior fiscal year.
3. For purposes of this section, "successful completion" of the six-(6) month probationary period requires that the employee have rendered service on at least 75% of the work days within that consecutive six month period.

C. Promotion

A permanent LUSD employee receiving a promotion shall maintain their column placement (years) when placed in the new classification.

D. Training (New 1994-95)

1. The District agrees to provide inservice training to improve standards of performance and the skills of employees.
2. Employees interested in inservice training in promotional positions shall notify the Director Personnel. When a long-term vacancy exists in a promotional position, the most qualified employee who has indicated interest shall be offered this inservice training. In order to be considered for inservice training, the employee must meet the qualifications of the promotional position as described in the job description.
3. The final decision to grant approval of an inservice training request, rests with the District.

E. District Travel

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current District rate per mile for all miles driven on behalf of the District.

F. Temporary Assignments (Revised 2013-14)

1. If a supervisor is assigned to work out of classification in a position of higher classification within the supervisory unit, he/she shall receive the next higher amount on the new salary range that shall result in at least a five (5) percent increment in salary above their regular rate of pay if working at least five (5) out of fifteen (15) days in the higher classification.
2. If a supervisor is assigned to work in a position of higher classification within the supervisory unit, for fifteen (15) consecutive days, or more in the higher classification he/she shall receive the next higher amount on the new salary range that shall result in at least a seven and one-half (7.5) percent increment in salary above their regular rate of pay.

3. If a supervisor is assigned to work in place of their administrator to oversee departmental operations, they shall receive no less than a five (5) percent increment in salary above their regular rate of pay if working at least five (5) out of fifteen (15) days in the assignment.

VIII. HEALTH AND WELFARE BENEFITS

A. Active Employees

For each regular, full-time employee working eight (8) hours per day, five (5) days per week, at least a complete school term, the District will provide the benefits set forth below for employees who are enrolled in such programs.

1. Enrolled part-time employees working four (4) or more hours per day, at least a complete school term, shall receive a prorated District contribution.
2. An employee may choose one of the plans offered by the District. The required District monthly contribution for medical, dental and vision coverage (for any enrolled bargaining unit employee and dependents) shall be set at the negotiated dollar amount.
3. Prescription insurance shall be provided for employee and dependents as provided in the health plans offered to employees.
4. The District will provide a dental insurance plan for employee and dependents.
5. The District will provide vision care for employee and dependents if such coverage is not included with the employee's medical coverage.
6. Any employee who is enrolled in a plan (health, dental and/or vision) which costs more than the District's required contribution will be required to sign a payroll deduction form and pay the monthly difference by payroll deduction. Failure to execute a payroll deduction form will result in cancellation of insurance for non-payment of premiums.

B. Retired Employees (Revised 2003-04)

Pursuant to the terms set forth below, the District agrees to provide coverage for retirees who have applied for PERS retirement:

1. General Provisions
 - a. The unit member must be one of the following at the time he/she separates from service and applies for PERS retirement:
 - (1) At least fifty-five (55) years of age and have been employed by the District for at least fifteen (15) continuous years immediately preceding separation from service and applying for PERS retirement; or
 - (2) At least fifty (50) years of age and have been employed by the District for at least twenty (20) continuous years immediately preceding separation from service and applying for PERS retirement.
 - b. The insurance coverage(s) offered to retirees shall be \$651.79 per month.
 - 1) This amount may be applied at the retiree's discretion, towards the purchase of medical/dental/vision.
 - 2) If the 60-month option is chosen, the dollar CAP set forth above shall apply.

- 3) If the 84-month option is chosen (medical only), the District contribution shall be the lesser of the least expensive plan for retirees or the dollar CAP set forth above.
 - 4) If the 120-month option is chosen, the District contribution shall be \$238.08 per month.
 - 5) Retirees prior to the date of this agreement will continue to receive a District contribution in accordance with the contractual provisions in effect at the time of their retirement.
 - 6) Unit members who retire after the date of this agreement shall be entitled to receive a District contribution based on the dollar amount of the CAP in existence on the date of their retirement.
- c. Part-time employees who are at least four (4) hours, shall receive a prorated entitlement based upon the number of hours in their base assignment at the time of their retirement. This entitlement is contingent upon the employee's paying the remaining balance.
 - d. Should the retiree die before the end of the period he/she is eligible for a District-paid contribution for retiree benefits, benefits may be continued by a surviving spouse (if any) until the date the benefit would have been discontinued had the retiree lived.
 - e. A retired employee who has reached the end of the period of eligibility for a District contribution for retiree benefits may, if permitted by lawful rules of the insurance provider, purchase continued coverage at his/her sole expense. Such purchase shall include the administration fee levied by the insurance provider.
 - f. The required District contribution for retiree benefits shall not exceed the amount required for an active employee in the month the benefit is received. As appropriate, the District will enroll retirees in a tiered structure. Any retiree who is enrolled in a plan offered by the District (Health, Dental or Vision) which costs more than the District's required monthly contribution will be required to pay the monthly difference in advance (only one month is required, but an employee may pay three, six or twelve months in advance). Failure to pay will result in cancellation of insurance for non-payment of premium.
 - g. An eligible employee shall cooperate with the District in coordinating MediCare entitlements with these retiree benefits to minimize District expenditures for the required plan coverages.
 - h. If the bargaining unit redirects all or a portion of the benefit dollars for an active employee, the District's obligation to an existing retiree would be "frozen" at the amount which existed on the effective date of the change.
2. At the time of separation from District service and application for PERS retirement, an eligible unit member may make a one-time, irrevocable election among the following three options:
 - a. Sixty (60) months of benefits
 - (1) This shall include medical, dental and vision provided such plans are available to active employees.
 - (2) Coverage (i.e. full family, employee plus spouse, or employee only) shall be determined annually at time of open enrollment. Changes in dependent status may be made during a benefit year

upon the occurrence of a “qualifying” event.

- (3) The required contribution by the District for a full-time retiree shall be the same dollar amount, which is provided for a full-time active employee in the month the benefit is received.
- (4) This benefit shall cease at the end of the month in which the retiree is eligible for MediCare or age sixty-five (65), whichever occurs first.

b. Eighty-four (84) months of benefits

- (1) This shall include only medical.
- (2) Coverage shall be employee only.
- (3) The required contribution by the District for a full-time retiree shall be the dollar amount for the Kaiser (low option) single rate for retirees in the month the benefit is received.
- (4) This benefit shall cease at the end of the month in which the retiree is eligible for MediCare or age sixty-five (65), whichever occurs first.

c. One Hundred Twenty (120) months of benefits

- (1) This shall include medical, dental and vision provided such plans are available to active employees.
- (2) Coverage (i.e. full family, employee plus spouse, or employee only) shall be no greater than that which existed on the date of the employee’s separation from service.
- (3) The required contribution by the District for a full-time retiree shall be one-half (½) the dollar amount, which is provided for a full-time active employee in the month the benefit is received.
- (4) This benefit shall cease at the end of the month in which the retiree is eligible for MediCare or age sixty-five (65), whichever occurs first.

C. A retired employee, who has reached their sixty-fifth (65) birthday, shall have the right to purchase the same coverage provided for active employees. Such purchase shall include the administration fee levied by the insurance provider.

D. HEALTH BENEFIT CAP

1. The Association may, on an annual basis, choose to pool individual health benefit CAPs to create an Association Pool from which to provide an adjusted health benefits CAP for members.
 - i. Association Pool is calculated as follows: the number of projected FTE for the ensuing school year multiplied by the full-time health benefits CAP and subtracting a 10% allowance for unforeseen changes. (The CAP in 2014-15 is \$651.79 for full-time employees per month).
 - ii. The Association may thereafter request that the District apply the amount to the health benefits CAP for so long as the total cost of the District’s contribution does not exceed the Association pool allotment.

- iii. Any unused funds which remain in the Association Pool shall revert to the District.
- iv. This process shall be completed no later than September 30 of each
- 2. No member may be assigned a health benefits CAP which triggers penalties to the District under the Affordable Care Act (ACA).
- 3. In the event that the parties disagree as to the application of any provision of this section, the status quo CAP (and current tiers) shall remain in effect.
- 4. Should the status quo result in triggering penalties under the Affordable Care Act, the District may adjust the CAP amount to a level which avoids such penalties.
- 5. LUSG employees who are married (or domestic partners as defined by California Law) to another district employee are permitted to combine their District provided Health Benefit CAP to apply to one premium.
 - i. This provision shall be subject to the terms and conditions of the CBA.
 - ii. Absent direction from the unit members, any payroll deduction shall be made from the spouse or domestic partner with the higher total annual income.
 - iii. The District will deduct from eight (8) Hour Employees subject to this provision, who apply their cap to their spouse or domestic partners Health benefit CAP, the amount needed to cover the cost of the mandatory Dental and Vision Plan.

IX. HOLIDAYS

- A. The District agrees to provide all eligible full-time and part-time employees with the following holidays:

Independence Day	New Year's Eve	Juneteenth
Labor Day	New Year's Day	
Veterans Day	Martin Luther King, Jr. Birthday	
Thanksgiving	Lincoln's Birthday	
Friday after Thanksgiving	Washington's Birthday	
Christmas	Memorial Day	

- B. When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.

- C. **Holiday Eligibility**

An employee shall be entitled to the holidays listed herein, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

- D. **Bonus Holiday (New 1990-91)**

Any employee who does not utilize any sick leave during an entire fiscal year may use one (1) bonus holiday during the subsequent fiscal year.

- 1. The entitlement to this day shall not be cumulative.
- 2. The day shall be scheduled at a time mutually agreeable to the employee and his/her supervisor.

- E. **Floating Day Off (Revised 2005-06)**

The one (1) Floating Day Off shall be eliminated.

X. VACATION

A. Eligibility

All employees in the L.U.S.G. shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 through June 30.

B. Accumulation (Revised 2013-14)

1. Vacation time shall be earned and accumulated on a hourly basis (excluding overtime), based upon an employee's regular assignment. While not vested until accrued, each July 1st a unit member shall have access to his/her projected vacation for the current fiscal year. To accommodate this, the projected vacation accrual will be "front loaded" to the unit member.
2. Vacation accrual amounts shall be based upon an employee's "Vacation Base Date." It is the intention of the parties to establish July 1 of the fiscal year in which the employee is hired as the Vacation Base Date for that employee.

Examples:

John was hired on September 1, 2012. John's Vacation Base Date is July 1, 2012.

Carol was hired on January 8, 2013. Carol's Vacation Base Date is July 1, 2012.

Laura was hired on May 15, 2013. Laura's Vacation Base Date is July 1, 2012.

C. Schedule (Revised 2005-06)

Members of the Supervisory Unit shall be granted the following number of days annually for full-time unit members working twelve (12) months per year [prorated for supervisors working part-time or less than twelve (12) months].

From 1st month through 10 years of District service	23 Days
From 11 years through 14 years of District service	24 Days
Fifteen years or more of District service	25 Days

D. Vacation Records

The District shall furnish to each employee of the bargaining unit a current record of accrued vacation time by July 15 for twelve (12) month employees and September 15 for all other employees.

E. Vacation Pay

Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in working status (overtime excluded).

F. Vacation Pay Upon Termination

When an employee who has completed six (6) months service separates for any reason, he/she shall be entitled to all vacation pay accrued and not used.

G. Vacation Postponement

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may request to carry over his/her vacation to the following year subject to letter "H" listed below.

H. Vacation Carryover (Revised 2005-06, 2013-14)

1. An employee may carry one (1) full year of accrued vacation to the succeeding fiscal year up to a maximum of the following:

From 1st month through 10 years of District service	23 Days
From 11 years through 14 years of District service	24 Days
Fifteen years or more of District service	25 Days
2. Every July 1st, vacation accrual in excess of the maximum carry over permitted shall be paid out in the next practicable supplemental pay period (typically September 10th).

I. Holidays

When a holiday as defined in this Agreement falls during the scheduled vacation of any full-time employee, such holiday shall not be charged against the employee's vacation balance, provided the employee was in paid status on the day preceding the holiday or the day following the holiday.

J. Vacation Scheduling

Vacation shall be scheduled in advance at times requested by employees, insofar as practicable, as determined by the employee's immediate supervisor and within the work requirements of the District. If there is a conflict between employees who are working at the same site as to when vacations shall be taken, the employee with the greatest District seniority (hire date) requesting vacation, shall be given preference.

1. Vacation shall not be scheduled during the first six (6) months of employment; however, on successful completion thereof, vacation may be scheduled including any vacation time accrued during the six (6) month period.
2. Supervisory employees who work less than twelve (12) months per year and have accumulated vacation time should utilize available non-student days for vacation.
3. Effective July 1, 2013, an employee who works less than twelve (12) months per year shall have all vacation annualized in his/her pay. Notwithstanding, employees who have a pre-existing vacation accrual balance as of July 1, 2013 shall be given the option to be exempt from annualization.
4. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another service provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

XI. LEAVES

A. Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of up to three (3) days or five (5) days if travel beyond three hundred (300) air miles one way is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, step parents, step children, of the employee or his/her spouse and any relative living in the household of the employee.

B. Child Rearing Leave

An employee who is the natural parent of a newborn child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months, and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence when possible.

C. Family Care Leave (New 1995-96)

The District will comply with all mandated provisions of State and Federal Law concerning Family and Medical Care Leaves.

D. General Leave

When no other leaves are available, a permanent employee may apply for a general leave of absence without pay. The authority to grant a general leave not to exceed thirty (30) calendar days rests with the Superintendent or his/her designee. The authority to grant a general leave in excess of thirty (30) calendar days rests with the Board of Education.

E. Health Leave

Any regular employee of the District may, at the discretion of the Board, be granted a leave of absence without pay for reasons of health. Such leave to be specified for a period of not more than one (1) year. Such leave may be extended in case of serious health conditions for not more than eighteen (18) months total.

F. School Activity Leave (New 1995-96)

The District will comply with all mandated provisions of State Law concerning children's School Activity Leave.

G. Industrial Accident or Illness Leave (Revised 1990-91)

The following provisions shall apply to an industrial accident or industrial illness leave by a member of the bargaining unit.

1. Up to sixty (60) working days of pay and benefits shall be allowed in any one (1) fiscal year for the same accident or illness.
2. Industrial accident or illness leave will commence on the first day of absence.
3. Allowable leave shall not be cumulative from year to year.
4. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of the state, exceed the normal wage for the day.
7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.

8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.
9. Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.
10. Only absences which are supported by a doctor's certificate and have been verified to be the result of a work-connected injury or illness can be paid under the appropriate leave policy. Any absence which cannot be verified shall be charged against the employee's personal illness leave or other appropriate leave or salary will be deducted.
11. Whenever possible, injuries shall be reported within twenty-four (24) hours of the occurrence of the injury on forms provided by the District.

H. Jury Duty Leave (Revised 1994-95)

The District shall grant a leave of absence to an employee for jury duty without loss of pay. Fees other than reimbursed expenses paid the employee for such service shall be payable to the District. When an employee is released from jury duty and four (4) or more hours remain in the normal workday, the employee is to report back to work.

I. Maternity Leave (Revised 1994-95)

1. Pregnancy Disability Leave

This leave shall be granted subject to the following conditions:

- a. Employees shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth and recovery there from.
- b. The employee's physician shall verify the employee's disability.
- c. Although leaves are generally not available to probationary employees, this leave and sick leave are available. The District will, however, extend the probationary period for any such days of unpaid leave to ensure a full twelve (12) months of service.

2. Additional Maternity Leave

Female employees in positions that are part of the Supervisory Unit may be granted maternity leave of up to four (4) months without compensation. (This period shall include all time granted pursuant to I.1.)

J. Military Leave (Revised 1994-95)

An employee shall be entitled to military leave as provided for in the Military, Veteran's and Education Codes.

K. Personnel Necessity Leave (Revised 1994-95)

Any days of illness or injury earned pursuant to the Education Code (sick leave) may be used by regular employees in cases of personal necessity, including any of the following:

1. Death of a member of his/her immediate family when additional leave is required beyond that provided by bereavement leave.
2. Accident or illness, involving his/her person or property, or the person or property of a member of his/her family.
3. Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena or any other made with jurisdiction.
4. Five (5) days of this leave may be used in each fiscal year for compelling personal importance. The employee may be required to submit a statement that the day was not used for a) recreation; b) recreational travel; c) engaging in other employment, nor d) work stoppage or strike.

L. Sick Leave

1. Sick leave for personal illness, injury or quarantine, will accrue to all regular employees on the basis of one (1) day's leave for each month of service rendered. Sick leave for part-time employees shall be computed proportionately.
2. Credit for sick leave need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
3. Permanent employees shall be credited annually with one (1) year's allowance of sick leave, which must be subsequently earned. In the event an employee leaves the classified service after having used more than the total amount earned at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.
4. To accrue sick leave for any month, an employee must work at least ten (10) of the working days in that month.
5. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
6. The District may require verification of the employee's illness from the employee's personal medical doctor or one selected by the District.

M. Supplemental Sick Leave (Revised 1990-91)

1. Each July 1, the District shall credit each permanent bargaining unit member with one hundred (100) working days of paid supplemental sick leave. This entitlement is not cumulative.
2. The employee shall first use the days accumulated pursuant to L. These days shall be compensated at the employee's normal daily rate.
3. Thereafter, the employee shall be entitled to utilize, if required because of extended illness or injury, the one hundred (100) working days. These days shall be compensated at two-thirds (2/3) the employee's normal daily rate.

4. Verification of an employee's illness from the employee's personal medical doctor or one selected by the District shall be required by the District.
5. No full pay or supplemental leave payments shall be made during the period of the school year in which the employee would not normally be employed.

N. Placement on Reemployment List

1. When all available leaves of absence, paid or unpaid, have been exhausted and if a permanent employee is not medically able to assume the duties of their previous position, the permanent employee shall, if not placed in another position, be placed on a reemployment list for a period thirty-nine (39) months.
2. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
3. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

XII. TRANSFERS (New 1998-99)

A transfer is a change of worksite by an employee without a change in classification. A worksite is defined as the school or District site to which the employee is assigned.

A. Employee Initiated Transfer

1. Permanent supervisory employees with satisfactory performance evaluations are eligible to file a written transfer request with the Classified Personnel Department. The request shall be on the District form and indicate the school or district site to which the transfer is desired.
2. Transfer requests must be received prior to the date of the vacancy being posted.
3. The Personnel Department will establish a voluntary transfer list. Upon notification of a vacancy, the Classified Personnel Department shall contact regular, permanent employees qualified under the provisions of this article who have indicated an interest in the specific district site or school.
4. Regular permanent employees are limited to one (1) voluntary transfer in a twelve (12) month period.
5. Employees requesting transfers shall be considered on the basis of program need, qualifications, evaluations and seniority in that order. If there are two (2) or more employees equally qualified, then hire date seniority within classification will prevail.
6. Reasons for denial of employee-initiated transfers shall be given within five (5) days of the denial, if requested in writing by the employee. An employee who has requested a transfer and declines two (2) opportunities within one (1) year shall have his/her name removed from the transfer list.
7. The District shall provide L.U.S.G., upon request, with notice of transfers which have occurred pursuant to this sub article.
8. Probationary employees of the District shall not be eligible for voluntary transfers.

B. District Initiated Transfers

A permanent employee may be transferred based upon the needs and best interest of the District and/or employee, provided that such transfer will not result in loss of pay or benefits to the employee.

An employee shall be notified five (5) days prior to the effective date of the transfer whenever practical.

XIII. DISCIPLINE OF PERMANENT EMPLOYEES

A. Definition

Discipline, as used in this article includes, but is not limited to dismissal, demotion, suspension, or reduction in class without the permanent employee's voluntary consent.

This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

1. Permanent/Probationary

Bargaining unit employees with permanent status shall be subject to discipline only for cause pursuant to this article. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District.

2. Progressive Discipline

In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, this concept shall not apply in cases involving gross misconduct.

B. Causes for Discipline of a Permanent Employee

The District may discipline permanent employees pursuant to the following provisions:

1. The discipline shall be based upon just cause including but not limited to:

- a. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.
- b. Incompetency or inefficiency in performance of the duties of his/her position.
- c. Inexcusable neglect of duty.
- d. Abandonment of position. Three (3) days of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
- e. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
- f. Commission of an act involving moral turpitude.
- g. Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform

the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

- h. An act of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- i. While on duty: used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance.
- j. Consumption of an alcoholic beverage or any intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property.
- k. Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- l. Dishonesty or theft, including deliberate destruction, damage, or removal of District or another person's property.
- m. Unauthorized use, or misuse, of District supplies, materials, facilities or other property.
- n. Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
- o. Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the employee's classification shall result in termination as a ministerial act.
- p. Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- q. Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District.
- r. Physical or mental disability as determined by competent medical authority, which precludes the employee from the proper performance of his/her duties and responsibilities, except as otherwise provided by contract or by law regulating retirement of employees.
- s. It shall be a violation of District policy for any transportation employee, or any other employee required to operate a motor vehicle or other dangerous equipment, to use prescription or nonprescription drugs during the time period beginning eight (8) hours before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if such drug might impair the safe and efficient operation of equipment and/or a vehicle (i.e., the prescription or nonprescription drug contains a warning label on the bottle or package that use of the drug may induce dizziness, sleepiness, drowsiness or might impair the user's ability to operate a motor vehicle or dangerous machinery).

C. Procedure for Imposing Disciplinary Action on an Employee

1. Informal Conference

Except in cases where the employee is placed on administrative leave with pay, an employee against whom disciplinary action is being considered shall be scheduled to attend a conference with the Director of Personnel or his/her designee. At such conference, the employee shall be informed orally of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond.

The employee may be represented at such conference by a representative of his/her choice. Failure of the employee to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this article.

2. Predisciplinary Safeguards

Prior to imposition of disciplinary action the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

3. Contents of Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

- a. A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- b. A statement of the cause, or causes, for the action taken;
- c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- d. A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- e. A statement that the employee may file a request for hearing before the Board of Education directly with the Superintendent or his/her designee within ten (10) workdays after service of the written note;
- f. A statement that if the employee does not respond pursuant to (e) above, the District will impose the discipline as noticed.

D. Immediate Effect

1. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.
2. This verbal notification shall be followed by service upon the employee of the written notice as set forth in XIII.C.3.
 - a. An employee may be subsequently suspended without pay after satisfaction of the "Skelly" due process requirements.

E. Association Representation

The employee may request the presence of an L.U.S.G. representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

F. Hearing Before the Board of Education

1. If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Board of Education may conduct such hearing itself or may appoint a designee to conduct such a hearing.
 - a. Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).
 - b. Any decision rendered by such a designee shall be advisory to the Board.
2. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.
3. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.
4. At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.
5. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

G. General Provisions

1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
2. Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.
3. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

XIV. GRIEVANCE PROCEDURE

A. Purpose

1. This Grievance Procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
 - a. To equitably resolve grievances informally at the lowest possible level.

- b. To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly and adversely affect the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.
2. A "grievant" is a member or members of the representation unit covered by this Agreement who files a grievance.
3. A "day" is any day in which the District Office is open for business.

C. Time Limits

Every effort shall be made to complete action within the time limits contained within the Grievance Procedure; time limitations may be shortened or extended by written stipulation of both parties.

D. Informal Discussion

Within ten (10) days after the event or circumstances occasioning the alleged grievance, or the employee should have been aware of it, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

E. Grievance Level I

1. If an informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than seven (7) days after the informal discussion.
2. The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved and the specific remedy sought.
3. Within seven (7) days after the filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

F. Grievance Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within seven (7) days to the Superintendent or his/her designee. The grievant may file a copy with the Association.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear concise statement of the reasons of the appeal.
3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Grievance Level III

If the grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision within ten (10) days to: 1. the Board of Education directly, or 2. advisory arbitration. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

1. Appeal directly to the Board of Education
 - a. The Board shall schedule the matter for a hearing at an executive session to be held within thirty (30) days after receipt of the appeal unless the employee specifically requests an open hearing.
 - b. Within fifteen (15) days after the hearing, the Board shall give its decision in writing to the grievant.
 - c. The decision of the Board is final and binding.
2. Advisory Arbitration
 - a. The parties shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to advisory arbitration, the advisory arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service.
 - b. If the grievant and the District cannot agree on an advisory arbitrator from the list, each party shall alternately strike names until only one name remains.
 - c. The advisory arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, he/she shall prepare a report listing the issues, the pertinent facts found at the hearing and a recommendation for solution. This report shall be sent to the Board of Education with copies to the grievant, the Association and the Superintendent. The cost of the advisory arbitrator shall be borne equally by the parties.
 - d. If either party is not satisfied with the recommendation(s) of the advisory arbitrator, the matter shall be referred to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's report. The Board shall within thirty (30) days after said referral, render a final and binding determination of the grievance and within ten (10) days after its determination, give its decision in writing to the grievant.
 - e. Both parties shall share equally in the cost of the arbitration.

H. Miscellaneous

1. Response

If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
2. Conference

Grievant shall have the right to a conference upon request at each level.
3. Records

All records of the proceedings shall be retained by the Personnel Department.
4. Reprisals

No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
5. Representation

Each party may be represented by a conferee or the Association at each level of the grievance procedure.

6. Time Limitations

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

7. Grievance Without Intervention

An employee may present a grievance and have such grievance adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within five (5) working days.

XV. SAFETY

It is the intent of the District to comply with all applicable legislation relating to safety and health. Responsibility for such compliance rests with all management and supervisory personnel. Each employee has a responsibility to him/herself and the District for his/her own safety and the safety of fellow workers.

XVI. PROFESSIONAL GROWTH

A. Eligibility

All permanent employees of the Supervisory Unit are eligible to participate in the professional growth program. Awards will not be given for credits earned prior to entering the professional growth program.

B. Committee

A professional growth committee shall be formed for the purpose of evaluating the professional growth activities of supervisory employees and presenting recommendations. Two (2) members of the committee will be appointed by the District and two (2) members by L.U.S.G. The personnel officer will serve as secretary to the committee and shall cast the deciding vote in the event of a tie.

C. Application

Employees considering professional growth activities (i.e., coursework, workshops and seminars) are to obtain prior approval from the Director of Personnel prior to enrollment. This is not applicable to District approved workshops, seminars, etc., however, verification of attendance at workshops, seminars, etc., must be submitted within one (1) year of completion.

D. Method

1. The coursework may be taken at a college, junior college, adult school, approved inservice program, approved trade school, t.v. course, approved correspondence school or any combination thereof. Workshops, institutes, lectures and seminars are applicable. Professional growth credits should be part of a plan for career improvement.
2. Upon successful completion of the coursework, an official transcript or other official verification of completion of the course or workshop shall be submitted for approval. Where grades or transcripts of credits are not provided, the employee will appear before the professional growth committee to justify the course value either in writing or orally to enable the committee to evaluate the program and to judge the request for credit. Inservice/Workshop: District-initiated inservice training or workshops outside of the normal workday when the employee is not in paid status and at which attendance is voluntary may count as District professional growth credit.

E. All professional growth credits shall be recorded in semester units. College credit in terms of quarter ($\frac{1}{4}$) units shall be converted into semester units at the ratio of one quarter unit to two-thirds ($\frac{2}{3}$) semester unit.

1. A guideline for employees to establish credit for adult education, seminars, institutes, inservice or workshops:

Hours	Semester Units
4 - 8	.25
9 - 14	.50
15 - 19	1.00
20 - 29	1.50
30 - 39	2.00
40 - 49	2.50
50 and over	3.00
2. A grade of "C" or better is required for all units.
3. Attendance at District orientation (fifteen hours) and a standard first-aid course is a part of the first level. One (1) semester unit credit shall be granted for completion of the District orientation.
4. Professional growth work shall be completed prior to the start of the District's fiscal year to be eligible for the award.
5. An employee who has been denied acceptance of earned units or of approval or proposed coursework may appear before the professional growth committee to further clarify the intent of a course; however, the committee will make the final decision.

F. **Award (Revised 1995-96 / 2001-02 / 2003-04)**

1. Upon promotion to the Supervisory Unit, employees will receive continuing credit for professional growth awards earned from another Lodi Unified School District bargaining unit not to exceed five (5) awards.
2. Members of the Supervisory Unit shall be able to earn five (5) professional growth awards. This includes all awards earned as a member of another District bargaining unit. All other requirements for professional growth remain unchanged.
3. Coursework must be career-related to a supervisor's current position and duties in order to receive credit and must be approved in advance by the Director of Personnel.
4. Earned awards will follow the following guidelines:

Level 1:	9 semester units of career related coursework
Level 2:	12 semester units of career related coursework
Level 3:	15 semester units of career related coursework
Level 4:	15 semester units of career related coursework
Level 5:	15 semester units of career related coursework
5. Each award will be equivalent to two and one-tenth percent (2.10%) of the employee's current salary schedule placement.

Note: Professional Growth Awards are cumulative, but not compounded. Ten and one-half percent (10.5%) of the employee's salary schedule placement shall be the maximum amount any employee may receive for professional growth.

<i>Level 1</i>	<i>2.1% of current salary schedule placement</i>
<i>Level 2</i>	<i>4.2% of current salary schedule placement</i>
<i>Level 3</i>	<i>6.3% of current salary schedule placement</i>

<i>Level 4</i>	<i>8.4% of current salary schedule placement</i>
<i>Level 5</i>	<i>10.5% of current salary schedule placement</i>

XVII. SAVINGS CLAUSE

If any provision of this Agreement is held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision.

XVIII. EFFECT OF AGREEMENT

The District is not bound by any past practice nor understanding with the employee organization unless specifically stated in this Agreement.

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

A. Term

The terms of the collective bargaining agreement will continue, without change, through June 30, 2023.

B. Reopeners

This shall fully and finally resolve all bargaining through the 2022/2023 school year.