

AGREEMENT

Between the

BOARD OF EDUCATION

of the

PASADENA UNIFIED SCHOOL DISTRICT

and

TEAMSTERS' LOCAL 911

**(FOOD SERVICES, MAINTENANCE, OPERATIONS,
WAREHOUSE, AND INFORMATION AND
TECHNOLOGY SERVICES)**

July 1, 2010 through October 31, 2015

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APPENDIX A FOOD SERVICES, MAINTENANCE, OPERATIONS and
INFORMATION TECHNOLOGY

APPENDIX B FRINGE BENEFITS

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ARTICLE I: RECOGNITION

1.1 The Pasadena Unified School District, (hereinafter referred to as "District") recognizes the Teamsters Union Local 911, (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for the classified employees in the maintenance and operations, food services, warehouse and information technology services (ITS) classifications identified in Appendix "A". The Union, in turn, recognizes the Pasadena Unified School District Governing Board as the duly elected representative of the people and agrees to negotiate with the Governing Board's appointed representatives.

1.2 Excluded from the Union bargaining unit, are all substitute, short-term, part-time playground positions, apprentices, professional experts, students, limited term and provisional employees, as well as employees serving in positions designated as confidential, supervisory or management, or in any other District bargaining unit.

1.3 Newly created positions on which the Union and District cannot agree regarding inclusion or exclusion from the unit shall be submitted to the Public Employment Relations Board for clarification.

ARTICLE II: DEFINITIONS

- 2.1 "Anniversary Date" shall mean the date upon which an employee is granted an earned salary increment. This is the first day of the pay period next following completion of the required probationary period of service.
- 2.2 "Class" or "Classification" shall mean a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.
- 2.3 "Demotion" shall mean a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 2.4 "Fiscal Year" shall mean the period from July 1 through June 30.
- 2.5 "Incumbent" shall mean an employee assigned to a position and who is currently serving in or on leave from the position.
- 2.6 "Permanent Employee" shall mean a regular employee who successfully completes an initial probationary period.
- 2.7 "Probationary Period" shall mean the trial period immediately following an original or promotional appointment to a permanent position from an eligibility list, which shall be 130 days of actual work for the District, except for members of the Police Classification, who must serve a "probationary period" of one year of satisfactory paid service.
- 2.8 "Promotion" shall mean a change in the assignment of an employee from a bargaining unit position in one class to a vacant bargaining unit position in another class with a higher maximum salary rate.
- 2.9 "Seniority" shall mean the hire date as a regular classified employee of the Pasadena Unified School District. Authorized military leave does not constitute a break in service. Where unit members have equal class seniority which may affect any personnel action or benefit, layoff determination shall be made by lot.

- 2.10 "Working Hours" shall mean all hours in paid status, exclusive of overtime.
- 2.11 "Employee, Bargaining Unit Member" shall mean an employee who is included in the appropriate unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.
- 2.12 "Immediate Administrator", "Immediate Supervisor" shall mean the administrative or supervisory employee who is the immediate supervisor of the employee.
- 2.13 "Workday" shall mean a day in paid status.
- 2.14 "Hourly Rate of Pay" means the daily rate of pay divided by eight.
- 2.15 "Board" shall mean the Board of Trustees or its designated representative(s).
- 2.16 "District" shall mean the Pasadena Unified School District.
- 2.17 "Superintendent" shall mean the chief administrative officer of the District, or designee.
- 2.18 "Union" shall mean the Teamsters Local 911 or its designee. District correspondence to the Union as used in this Agreement shall be sent to the Union office.
- 2.19 "Regular Employee" is any employee, whether permanent, probationary, full-time, or part-time, who is not restricted, substitute, temporary, limited term, short-term or student employee.
- 2.20 "Flexible Hours" pertains to the following classification which is subject to night shift assignments at the discretion of the District: Security guard, and operation custodial crew.

ARTICLE III: DISTRICT RIGHTS

3.1 The Union understands and agrees that the Pasadena Board of Education retains all its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers that are the exclusive rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy goals, and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum, build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work in accordance with the law. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees and to take action on any matter in the event of an emergency. Emergency is defined as an act of God or other crises of serious magnitude that the District cannot ignore.

3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

3.3 The Board of Education retains its right to amend, modify or rescind policies and practices in cases of emergencies that exist with respect to the operations of the schools in the District. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent or his/her designee.

3.4 The Union will refrain from organizing, implementing, or participating in any work stoppages, slowdowns, strike activities or other concerted actions which purpose is to interfere with or obstruct the normal operations of the Pasadena Schools during the term of this Agreement.

3.5 The Union recognizes the duty and obligation of its officers and representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do

so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District employees who are represented by the Union, the Union agrees in good faith to take all necessary steps and cause these employees to cease such action.

3.6 The District agrees that it shall not cause or engage in a lockout.

3.7 All provisions of this Article, including the determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article VII (Grievance Procedure).

ARTICLE IV: UNION RIGHTS

4.1 The Union may use District facilities subject to the following conditions:

4.1.1 All Union business, discussions and activities requiring the use of facilities shall be conducted by unit members or Union officials outside established work hours.

4.1.2 The Union may use District facilities upon proper completion and submission of an application and agreement for Use of School Facilities (Civic Center Permit). The Union agrees to comply with the District rules and regulations governing the use of school facilities. Union members agree to comply with District rules and regulations governing the use of the District's computers and email system.

4.2 The Union shall have the right to post reasonable notices on bulletin boards provided by the District at each work location/school site in areas frequented by unit members. Such notices shall identify the Union as the sender of the communication, the date of the posting and carry the name of the Union Secretary-Treasurer.

4.3 The Union may use the District mail services for written communication to unit members not to exceed two (2) mailings and one (1) email per week. It will be the Union's responsibility, not the District's, to ensure that unit members without access to email receive Teamsters' email communications. The Union must receive the approval of the Superintendent (or designee) before distributing any communications beyond two (2) mailings and one (1) email per week. Union communications in excess of two (2) mailings and one (1) email per week that have not been approved in advance will be removed from the mail system without notification to the Union. Union members who have access to District's computers may have limited and reasonable use of those computers to communicate with Union Representatives regarding school business.

4.4 Authorized representatives of the Union shall be permitted to transact official Union business with unit members on school/District property before the normal work time, during authorized breaks, meal periods or after the assigned work time. Union representatives shall not in any way interfere with unit members while they are engaged in the performance of their assigned work.

Official Union business shall be defined as meetings, solicitations, petitions, grievance investigation and election.

4.4.1 Union members have the right to Union representation at meetings with management personnel in which the union member has a reasonable belief or expectation that the meeting may result in disciplinary actions.

4.5 Two stewards or the Union representative and one steward may be present at any formal step of the Grievance Procedure (Article VII).

4.6 Authorized representatives of the Union must receive the approval of the work location/school administrator before contacting unit members on the premises of District property including schools and other work locations.

4.7 The District shall provide the Union with two (2) copies of the Board agenda and attached Board reports for each Board meeting, exclusive of executive session materials.

4.8 Upon prior approval, the District shall grant the Union twenty (20) workdays of release time, without loss of pay for purposes of legitimate Union business that is not in conflict with the provision of Article VI of this Agreement.

4.9 The District shall supply each bargaining unit member with one (1) copy of this Agreement.

4.10 Each work location shall be provided with two (2) or three (3) mail trays for Union Representatives to receive mail for distribution to unit members.

ARTICLE V: ORGANIZATIONAL SECURITY

5.1 The District and the Union recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join and participate in employee organization activities.

5.2 Any unit member who is a member of the Union thirty (30) calendar days after this Agreement becomes effective or who enrolls in membership during the term of this Agreement shall maintain such membership for the term of this Agreement. A unit member may revoke such membership, in writing, within thirty (30) calendar days prior to the termination of this Agreement.

5.3 The right of payroll deduction for payment of organization dues shall be accorded by the District exclusively to the Union and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Union. Union members who currently have authorization cards on file for the above purposes need not be re-solicited. Union dues and fees, upon formal written request from the Union to the District, shall be increased or decreased without re-solicitation and authorization from the unit members.

5.4 Pursuant to authorization by the unit member, the District shall deduct two and one-half (2½) times the hourly wage of the Union dues and fees from the regular salary check of the unit member each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

5.5 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees promptly to remit such monies to the Union, at an address designated by the Union, along with an alphabetical list of unit members for whom such deductions have been made.

5.6 Any unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Union. Pursuant to such authorization, the District shall deduct two and one-half (2½) times the hourly wage of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such

authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of dues, fees and assessments or the non-member service fee shall transmit such amount to the Union in compliance with Sections 5.7 and 5.8 below.

5.7 Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Union in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 5.6 of this Article. In the event that a unit member shall not pay such fee directly to the Union, or authorize payment through payroll deduction as provided in Section 5.6, the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Section 5.6 of this Article. There shall be no charge to the Union for such mandatory agency fee deductions.

5.8 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code.

1. City of Hope
2. Guiding Eye Dogs

5.8.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or

financially supporting employee organizations, pursuant to Section 5.8 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Section 5.6 and 5.7 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 5.7 above. The Union shall have the right to inspection in order to review said proof of payment.

5.8.1.1 A unit member seeking to invoke the provisions of Section 5.8 shall submit an application to the Union within the time limits set forth in Section 5.7 upon receipt of notice of his/her obligation under Section 5.8. Failure to make a request for exemption within the time specified shall be deemed a waiver of the unit member's right to invoke Section 5.8 for that school year. Within ten (10) calendar days of receipt of such application, the Union may reject the request if the Union has reason to doubt the veracity of the claimed objection. The unit member may, within ten (10) calendar days of the receipt of the denial, appeal the exemption decision of the Union to an arbitrator. Failure to timely appeal shall waive the right to exemption for that school year. The decision of the arbitrator shall be final and binding on the Union and the unit member. Each school year, all such appeals shall be consolidated for hearing by a single arbitrator selected by the Union and the unit member(s), pursuant to Section 7.3.3.3.2 of this Agreement. The fees and cost of the arbitrator shall be paid by the Union. All other costs shall be borne by the party incurring them.

5.8.2. Any unit member making payments as set forth in Sections 5.8 and 5.8.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for payment of the reasonable cost of using said grievance and arbitration procedure.

5.9 With respect to all sums deducted by the District pursuant to Section 5.1 and 5.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to

the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Union for such deductions.

5.10 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.11 The Union agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of Union's obligation thereunder the District will notify the Union in writing of any matter within thirty (30) calendar days of service thereof upon the District. The District and the Union shall both fully cooperate with each other on any matter commenced against the District. The Union may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Union makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

ARTICLE VI: CONCERTED ACTIVITIES

6.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or other concerted action or refusal or failure to faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

6.2 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

6.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District Policy from any employee and/or the Union.

ARTICLE VII: GRIEVANCE PROCEDURE

7.1 General Provisions

7.1.1 A grievance is defined as an allegation by a unit member that the District has violated a specific term of this Agreement and that by reason of such violation his or her rights provided for in this Agreement have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this agreement.

7.1.2 The respondent in all cases shall be the District itself rather than any individual. The Union may grieve only with respect to an alleged violation by the District of a term of Article IV (Union Rights), or any other Union right provided for in this Agreement. The filing or pendency of grievance shall not delay or interfere with implementation of any District action during the processing thereof.

7.2 Informal Level

Before filing a formal written grievance, the grievant shall meet with his/her immediate administrator in an attempt to resolve the issue by means of an informal conference.

7.3 Formal Level

7.3.1 Level I

7.3.1.1 If a unit member wishes to initiate a formal grievance, he/she must do so: within twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator; or, within five (5) workdays after the informal conference (see Section 7.2, above), whichever is longer. If neither the grievant nor the Union had actual or constructive knowledge of the occurrence of the grievable act or omission and could not with the exercise of reasonable diligence have known about it, then the twenty (20) workday time limit shall begin to run on the date upon which either the grievant or Union knew or could with reasonable diligence have known of the occurrence.

7.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated; the circumstances involved; and the specific remedy sought. The written statement described herein shall be submitted on a Grievance Form provided by the District.

7.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

7.3.2 Level II

7.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his/her designee within five (5) workdays after the termination of Level I.

7.3.2.2 This written appeal described herein shall be submitted to Level II on a Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.

7.3.2.3 The Superintendent or designee shall communicate a written decision within fifteen (15) workdays after receiving the appeal and such a decision will terminate Level II.

7.3.3 Level III

7.3.3.1 If the grievant is not satisfied with the Superintendent's decision at Level II, the employee may exercise one of the following two options: either an appeal of the Superintendent's decision to the Board of Education; or request the Union to submit the grievance to binding arbitration.

7.3.3.1.1 If the employee appeals to the Board of Education, said appeal shall be made in writing within ten (10) workdays of the receipt of the

Superintendent's decision and shall include a copy of the original grievance, the decision rendered at Level II, and a clear and concise statement of the reasons for the appeal.

7.3.3.1.2 If the employee requests the Union to submit the grievance to binding arbitration said request shall be made in writing to the Union within five (5) workdays of the receipt of the Superintendent's decision. If the Union concurs with the employee request for binding arbitration, the Union shall, within five (5) workdays of receipt of the employee request, submit a written request to the Superintendent for binding arbitration of the dispute.

7.3.3.2 Board Review If, upon review of the written record, the Board of Education determines that it is unable to render a decision on appeals made pursuant to Section 7.3.3.1.1, above, it may reopen the record in Executive Session to the parties of interest for the purpose of taking additional evidence.

7.3.3.2.1 The Board shall, in instances of appeals filed pursuant to Section 7.3.3.1.1, above, communicate a written decision within twenty (20) workdays after receiving said appeal. The decision of the Board shall be final and binding on the parties.

7.3.3.3 Binding Arbitration

7.3.3.3.1 If the union requests that a grievance be submitted to binding arbitration pursuant to Section 7.3.3.1.2, above, the District shall comply with said request, except in cases of disputed arbitrability hereinafter provided for in Section 7.3.3.3.3, below. It is expressly understood that the only matters which are subject to binding arbitration are grievances as defined above, and which were processed and handled in accordance with the limitations and procedures of this Article.

7.3.3.3.2 Selection of Arbitrator As soon as possible, the parties shall attempt to select a mutually acceptable arbitrator. If the parties are unable to

agree upon an arbitrator within five (5) workdays of the request for arbitration, a request for a list of arbitrators may be submitted to the California State Conciliation Service. The conduct of the arbitration hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

7.3.3.3.3 Motions to Dismiss If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, after the Level II decision, and without prejudice, be heard and ruled upon: (a) along with the merits of the case by the same arbitrator; or (b) have the claim first submitted to a separate arbitrator to determine whether or not the issue is arbitrable, and if so, the grievance shall be returned to Level I of this procedure for further processing. In such instances a suitable stay/continuance between such a ruling and any further proceedings shall be granted as may be reasonably necessary.

7.3.3.4 Limitation Upon Arbitrator

7.3.3.4.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the Grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in written briefs.

7.3.3.4.2 The arbitrator shall not have authority, nor shall he consider it his function to decide any issue not submitted or to so interpret or apply the Agreement 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.

7.3.3.4.3 The arbitrator shall not render any decision or award merely because in his/her opinion such decision or award is fair or equitable.

7.3.3.4.4 The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

7.3.3.4.5 The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

7.3.3.4.6 If the parties cannot agree on a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance, the answers thereto at each level, and the terms of this Agreement.

7.3.3.4.7 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement or the laws of the state and of federal government.

7.3.3.5 Arbitrator's Decision

7.3.3.5.1 The arbitrator's binding decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

7.3.3.5.2 The decision of the arbitrator, within the limits herein prescribed, shall be binding on the parties.

7.3.3.5.3 Arbitration Expenses All costs of binding arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the Union and the District.

7.3.3.6 Failure to Meet Time Limits

7.3.3.6.1 If a grievance is not processed by the grievant and Union in accordance with the time limits set forth in this Article, it shall not be subject to Level III review and shall be considered settled on the basis of the decision

last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

7.3.3.6.2 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.

7.3.3.7 Union Representation The grievant shall be entitled upon request to representation by the Union at all grievance meetings as provided for in this Article. In situations where the Union has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution has been given the opportunity to state its views on the matter.

7.3.3.8 Reasonable Released Time Grievance meetings normally will be scheduled by the District so as not to conflict with student services. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the district shall provide released time with no loss of pay to one authorized employee representative of the Union so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code Section 3543.1(c).

7.3.3.9 Confidentiality In order to encourage a professional and harmonious disposition of unit member's complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Union, nor the District shall make public either the grievance or evidence regarding the grievance.

7.3.3.10 No Reprisal There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

7.3.3.11 Grievance Files The District's records developed for the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

7.3.3.12 Notification of Witnesses The grievant, or the Union on his/her behalf, shall give the District two (2) workdays advance written notice of any witnesses that will be reasonably necessary to present testimony on behalf of the grievant at any formal level of this procedure.

ARTICLE VIII: DISCIPLINARY ACTION

8.1 Probationary Period and Permanent Status

8.1.1 The probationary period for bargaining unit members of the classified service shall be not more than 130 days of actual work for the District. The probationary period of bargaining unit members shall commence on the date of their regular employment in the classified service of the District, as approved by the Board of Education.

8.1.2 During the assigned probationary period, any employee of the bargaining unit shall be subject to disciplinary action at the sole discretion of the District, including termination, and shall not have a right to a hearing with respect thereto.

8.1.3 Upon completion of the assigned probationary period by any bargaining unit member, such member is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

8.1.4 If either an employee or the Union, or both, elect to utilize the disciplinary provisions contained in Personnel Commission Rules and Regulations, the provisions of Article VIII shall not be available to said employee or the Union.

8.2 Hearings A permanent bargaining unit member shall be subject to disciplinary action, including without limitations demotions, reassignment, suspension with or without pay, or termination, for any of the following causes:

- 8.2.1 incompetency or inefficiency;
- 8.2.2 absences and/or repeated tardiness without authority or sufficient reason;
- 8.2.3 being under the influence of alcohol or of a controlled substance or unauthorized use of narcotics or habit-forming drugs;
- 8.2.4 insubordination;
- 8.2.5 dishonesty;
- 8.2.6 conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District;
- 8.2.7 immoral conduct;

8.2.8 evident unfitness for service;

8.2.9 physical or mental condition unfitting him/her for service;

8.2.10 violation of or refusal to obey the school laws of the state or rules and regulations of the District;

8.2.11 knowing membership in the Communist Party or any organization that advocates the overthrow of federal or state government: "It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his membership he knowingly advocates overthrow of the Government of the United States or of any state by force of violence."

8.2.12 falsification or violation of the Oath of Allegiance or any other District document;

8.2.13 any conduct inimical to the welfare of the School District or the pupils or employees thereof;

8.2.14 District determination that assigned tasks of the employee are not being performed at a level of scope, skill or responsibility to warrant the current classification and/or salary.

8.3 Any bargaining unit member against whom disciplinary action is initiated by the District shall be given written notice by the Department of Personnel Services the specific charges against him/her. The notice shall contain a statement of his/her right to a hearing on such charges and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice on the employee. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. The following shall constitute a waiver of the employee's right to a hearing: failure of the employee to file a request for a hearing within the time specified; or failure to appear at a requested and scheduled hearing before the Board.

8.3.1 The employee may exercise one of the following two options with regard to a disciplinary hearing: either request a hearing before the Board of Education; or request that the Union submit the matter to a hearing officer for processing. If the Union concurs with the

employee request for utilization of a hearing officer, it shall so notify the Superintendent within the time lines provided for in Section 8.3, above.

8.3.2 Notwithstanding the other provision of these sections, the Board reserves the right to determine whether or not the requested hearing shall be conducted by a hearing officer, or by the Board of Education itself. If the Union requests a hearing before the Board, and the Board elects to use a hearing officer instead, the District shall pay for the full costs of said hearing.

8.4 Conduct of Hearing

8.4.1 Board of Education Hearing. If the Board elects to conduct a requested hearing before itself, said hearing shall be conducted in executive session, with the parties of interest present, under provisions established by the Board for such executive session matters. In addition, the employer and the charging party shall be entitled to rights provided for in Section 8.4.3.3, below.

8.4.2 The Board shall, in instances of disciplinary hearings which it conducts, communicate a written decision within thirty (30) calendar days after conducting said hearing. The decision of the Board shall be final and binding on the parties.

8.4.3 Hearing Officer Procedure. If the Union requests and the Board elects to have a disciplinary matter processed before a hearing officer, the following provisions shall regulate said hearing process:

8.4.3.1 Hearing Officer The hearing shall be conducted by a recognized Hearing Officer, selected by the District, from an agency of the State of California, the United States Government, the County or other outside consultant recognized by the United States Government, the State of California, or the County.

8.4.3.2 Notice of Hearing The Department of Personnel Services shall set the matter for hearing and shall give the bargaining unit member at least five (5) working days' notice by certified mail of the date and place of such hearing.

8.4.3.3 Rights of Employee The bargaining unit member shall have the right to attend any hearing unless excused by the Hearing Officer, and shall be entitled to the following rights:

8.4.3.3.1 to be represented by Counsel;

8.4.3.3.2 to testify under oath;

8.4.3.3.3 to compel the attendance of other employees of the District to testify in his/her behalf;

8.4.3.3.4 to cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer;

8.4.3.3.5 to request impeachment of any witness;

8.4.3.3.6 to present such affidavits, exhibits and other evidence as the Hearing Officer deems pertinent to the inquiry;

8.4.3.3.7 to argue his/her case.

8.4.4 The party attempting to substantiate the charges against the bargaining unit member shall be entitled to the same privileges.

8.5 Evidence The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

8.6 Exclusion of Witnesses The Hearing Officer may at his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges

against the employee, and their respective counsel. When hearing testimony on, conduct which involves the privacy interests of an employee witness, all persons not having a direct interest in the hearing may be excluded.

8.7 Burden of Proof The burden of proof shall be upon the party attempting to substantiate the charges.

8.8 Findings and Decision Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Hearing Officer, which shall constitute his advisory decision. Written findings and conclusions shall be submitted by the Hearing Officer to the Governing Board through the Superintendent of Schools for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its findings and conclusions. Unless the decision of the Board of Education provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision of the Governing Board shall be final and conclusive.

8.9 Report of Hearings Hearings may be conducted without a stenographic reporter or phonographic machine unless the employee requests in writing, at least two (2) workdays before the day set for the hearing, that such hearing be reported or recorded.

8.10 Transcripts of Hearings Transcripts of hearings shall be furnished to the employee upon request.

8.11 Continuance The Hearing Officer may grant a continuance of any hearing upon such terms as he/she may deem proper, including in his/her discretion the condition that the employee shall be deemed to have waived salary for the period of continuance. Any request for continuance made less than two (2) work days prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

8.12 Hearing Expense Except as provided for in Section 8.3.2, above, all costs of the disciplinary hearing, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Union. However, in the event that the District overturns the Hearing Officer award made in favor of the employee, as provided for in Section 8.8, above, the District shall pay the entire cost of the hearing expense.

8.13 Exclusion This Article shall not be subject to the Grievance Procedure.

8.14 Except for judicial review, the provisions of this Article shall represent the exclusive and sole contractual remedy available to an employee and the Union on matters of disciplinary action.

ARTICLE IX: NONDISCRIMINATION

9.1 Neither the District nor the Union shall unlawfully interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in legal Union activity.

9.2 Neither the District nor the Union shall unlawfully discriminate against a unit member because of race, national origin, age, sex, marital status, religion or physical handicap.

9.3 Alleged violations of Title VII and Title IX of the 1964 Civil Rights Act, as amended in 1972, shall be excluded from processing under Article VII (Grievance Procedure) of this Agreement.

ARTICLE X: HOURS AND OVERTIME

10.1 Workday and Workweek

10.1.1 Except as provided for elsewhere in this Article, the work-week for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an approved overtime basis when such is necessary to carry on the business of the District.

10.1.2 The length of the workday shall be designated by the District for each classified assignment. Except in positions designated as having flexible hours of assignment, each bargaining unit employee shall be assigned a fixed and ascertainable minimum number of hours, which shall not be changed without prior notice.

10.1.2.1 Except in unusual circumstances, the District will attempt to give five (5) workdays advance notice for work schedule modifications. Except in unusual circumstances, the start and end time of the workday for night custodians shall be the same throughout the District. The District will consult with the Union prior to making any changes to the start and end time for night custodians.

10.2 Assigned Time

10.2.1 Any reduction in assigned time shall be accomplished in accordance with Layoff, Article XVI, except those positions identified as having flexible hour time assignments.

10.2.2 Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive workdays or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

10.2.3 When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. The senior bargaining unit employee shall accept or reject the offered assignment immediately. If the senior employee declines the assignment, it shall be

offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

10.3 Lunch Periods All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) consecutive hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Travel time to and from lunch shall be counted as part of the allowable lunch period. An employee required to work during his/her lunch period shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

10.4 Rest Periods

10.4.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) consecutive hours worked. Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and the supervisors.

10.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

10.4.3 Without prior written approval of the immediate supervisor, employees assigned to a regular job site shall not leave said site during rest periods.

10.5 Rest Facilities The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for bargaining unit employee use.

10.6 Overtime Except as otherwise provided herein, all approved overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Except for employees with an identified flexible work schedule, approved overtime is defined to include any time worked, at the direction of the District, in excess of eight (8) hours in any one (1) day or on any one shift or in excess of forty (40) hours in

any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

10.6.1 For employees working half time or more, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

10.6.2 All hours worked on the seventh (7th) consecutive day of work shall be compensated at the overtime rate.

10.6.3 At the time that work is assigned, a unit member shall notify his/her supervisor/manager if said member reasonably believes that the work assignment cannot be completed within the remaining work hours.

10.7 Compensatory Time Off The District shall have the option to approve up to sixteen (16) hours of compensatory time off in lieu of cash compensation for overtime work. Upon approval of overtime, the supervisor authorizing the overtime shall indicate whether the employee shall receive cash compensation or compensatory time off. Compensatory time off, if approved, shall be granted at the appropriate rate of overtime. When a bargaining unit member is required to work on any holiday, as identified in this Agreement, he/she shall be paid overtime wages, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay. The District will provide each employee with a written confirmation of each time the employee has worked extra time in order to accrue compensatory time off. The District shall investigate the possibility of including the amount of approved and unused compensatory time on the periodic report of accumulated benefits that the District provides to unit members on November 1st.

10.7.1 Except in cases when the efficient operation of the District would be adversely affected, compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. The District shall pay the employee by warrant in lieu of earned compensatory time not taken by the employee within the twelve (12) month period in which it was earned. Such

pay shall be determined at the appropriate overtime rate based on the employee's rate of pay when the compensatory time was earned.

10.8 Holidays When a bargaining unit member is required to work on any holiday, as identified in this Agreement, he/she shall be paid overtime wages, or given compensating time off, for such work, in addition to the regular pay received for the holiday at the rate of time and one-half his/her regular rate of pay.

10.9 Overtime - Equal Distribution The District shall make a good faith effort to provide a bargaining unit member assigned to a particular work site with an opportunity to work overtime or extended hours at that site on a rotative basis within his/her classification. If overtime or extended hours are required in an area or task that necessitates a particular expertise or special knowledge, an employee may be requested to work overtime or extended hours without regard to the rotational concept. Nothing herein shall be construed to limit the ability of the District to require overtime or extended hour service of an employee. An employee who declines a non-mandatory overtime assignment shall revert to the bottom of the rotative list.

10.9.1 For the custodian occupational series only, "classification" at a work site for purposes of rotative overtime or extended hours shall include: Custodian, Head Custodian I, Head Custodian II, Head Custodian III, Operating Engineer, and/or Custodian Engineer.

10.10 Minimum Call-in Time Any employee called in to work on a date when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement. An employee called to work on a day he/she was not scheduled to work (e.g., Saturday, Sunday or Holiday) shall be paid for a minimum of four (4) hours.

10.11 Right of Refusal Any employee shall have the right to reject any offer or request for overtime or call-back, on call, or call-in except in emergency situations as determined by the immediate supervisor. If any employee rejects a non-mandatory overtime assignment, he/she shall be placed at the bottom of the rotative list for the next overtime assignment. An emergency situation is defined as an act of God or other crises of serious magnitude that the District cannot ignore.

10.12 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.

10.13 Call-Back Time Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2)

hours of work at the overtime rate, irrespective of the actual time worked. For example, an employee who completed his/her normal work shift at 3 p.m. and is subsequently called back to work at 6 p.m. that day shall be paid for at least two (2) hours of overtime.

10.14 Work Schedules The work schedule for the current school year is contained in Appendix "C

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10.14.1 Subsequent year work schedules shall be built around the current schedule.

10.14.2 Bargaining unit members with 11-month assignments shall accrue vacation days and sick leave credit for a full month during July and August, regardless of the number of days worked in each month, provided they are in regular working status. During July and August, they shall have a non-working period of 22 days regardless of the number of work days available in the work calendars. Employees with 11-month assignments will not work at a school or other site at any time when no administrator or supervisor is present on site in a working capacity. During July and August, the administrator or supervisor may designate temporary reassignment to a central office, Summer School site, or other District facility to work under the temporary supervision of another District administrator or supervisor. The District will not attempt to establish 11-month bargaining unit positions without prior negotiations with Teamster Local 911.

10.15 The bargaining unit member shall notify the immediate administrator or timekeeper of illness, or any other valid reason for failure to report, normally prior to the designated starting time for each work day, but not later than fifteen (15) minutes thereafter.

10.16 A bargaining unit member who is absent for three (3) consecutive workdays without proper notification to the immediate administrator shall be deemed to have abandoned his/her job and, at the District's discretion, shall be processed as a resignation retroactively to the first day of absence.

For purpose of this provision "immediate administrator" shall be defined as the manager who signs the unit member's annual evaluation.

10.17 All absences and leaves will be calculated in one hour increments. All overtime compensation and compensatory time off will be calculated in 15 minute increments.

ARTICLE XI: LEAVES

11.1 Bereavement Leave

11.1.1 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 three (3) workdays or five (5) workdays if the employee has to travel out of state, or has to travel more than 400 miles one way. The immediate family is defined as: mother (stepmother), father (stepfather), sister, grandmother, grandfather, father-in-law, son-in-law, wife, son (stepson), husband, daughter (stepdaughter), sister-in-law, mother-in-law, daughter-in-law, legal guardian, brother, brother-in-law, grandchild of unit member (or spouse), foster children of unit member (or spouse), any relative living in the immediate household of the unit member.

11.1.2 Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request Bereavement Leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence. However, the maximum time allowable to contact the employee's immediate supervisor shall be twenty-four (24) hours after the start of the employee's regular work shift.

11.1.3 Bereavement Leave is not applicable while an employee is on an unpaid leave of absence.

11.1.4 Bereavement Leave is not applicable during unscheduled workdays of employees working on less than twelve (12) month assignments.

11.1.5 Verification of Bereavement Leave upon return from leave: Members of the bargaining unit shall be required to provide such proof of eligibility for Bereavement Leave Benefits as may be required by the District. Such proof may consist of a death certificate, obituary column notice, etc.

11.2 Jury Duty and Official Appearance Leave

11.2.1 An employee shall be entitled to leave without loss of pay only for the mandatory time the employee is required to perform jury duty; or to appear in court on behalf of the District on a matter within the scope of District employment.

11.2.2 Following proper verification, the District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

11.2.3 The employee shall notify the immediate administrator upon receipt of the Jury Duty Notice.

11.2.4 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service. Not more than two percent (2%) of the classified service shall be granted paid Jury Duty Leave at any one time, and employees summoned for Jury Duty in excess of said two percent (2%) limit shall be given written verification of said excess by the District.

11.2.5 On days the employee is scheduled to serve jury duty or appear in court in addition to any notification required by the Court, the employee shall notify the immediate administrator or timekeeper of illness, or any other valid reason for failure to report, normally prior to the designated starting time for each work day, but not later than fifteen (15) minutes thereafter.

11.3 Military Leave To be eligible to receive paid Military Leave benefits, members of the bargaining unit must comply with the following regulations:

11.3.1 Bargaining unit members shall be required to request military leaves in writing and shall be required to supply the Personnel Services Department with copies of military orders and status reports at least thirty (30) calendar days prior to the effective date of the leave, but in no event later than the approximate time when they are received by the unit member.

11.3.2 If eligible for military leave, the member of the bargaining unit shall receive regular salary for the first thirty (30) calendar days, per fiscal year, of such leave.

11.3.3 Upon release from active duty, the member of the bargaining unit shall be reemployed by the District either in the same position or a comparable one, provided the duration of the military leave was not longer than 180 calendar days. Upon return from military leave, salary shall be adjusted as though the employee had worked continuously in the same job while on active military duty, and benefits shall be adjusted to the extent required by federal and state law.

11.3.4 The bargaining unit member's obligation under Federal law requires that the employee must return to work within three (3) months after discharge from military service.

11.3.5 The bargaining unit member shall inform the Personnel Services Department at least thirty (30) calendar days prior to release from military service in regard to the member's desire to return to employment with the District.

11.3.6 If the bargaining unit member belongs to an Armed Forces Reserve Unit and is required to report for annual training duty, military leave will apply for the period of training duty.

11.4 Sick Leave

11.4.1 Leave of Absence for Illness or Injury A full-time employee shall be granted one (1) day per month leave of absence for illness or injury; part-time employee shall receive a prorated leave in the same ratio as the weekly hours worked bears to forty (40). Full-time employees (regardless of work assignments) earn one day of sick leave per month worked, and it is understood by the parties that said one day equals eight hours.

11.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year; however, a new employee of the district shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of 130 days of actual work with the District.

11.4.3 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

11.4.4 If the District has cause to believe that the sick leave privilege may be abused, it may require a physician's statement at any time, at the expense of the employee.

11.4.5 Members of the bargaining unit absent for more than five (5) consecutive assigned workdays shall be required to submit a medical release from their private physician to the Personnel Services Department and to receive clearance from the Risk Management Department before returning to work.

11.4.6 Illness due to pregnancy shall be treated as any other illness.

11.4.7 The employee's sick leave account shall be reduced by one (1) full day for each full day of absence. If the absence is for less than a full day, the sick leave account shall be reduced by the fraction used, but the fractions shall be only in one-hour per day increments. An employee taking less than a full day of sick leave shall take it only by the fractions listed.

11.4.8 The District shall make a good faith effort to provide unit members with an annual report of accumulated vacation, accrued sick leave, and earned compensatory time. This report shall be issued on or about November 1st of each year.

11.5 Extended Illness Leave for Probationary Employees

11.5.1 If a classified employee has utilized all of his/her accumulated sick leave and is still absent from his/her duties because of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due him/her during the period of absence, whichever is the lesser amount.

11.5.2 The five (5) months or less period during which the above deductions occur shall begin with the start of regularly paid sick leave provisions for which he/she is eligible.

11.5.3 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.6 Extended Illness Leave for Permanent Employees

11.6.1 One-half (1/2) salary is payable for one hundred (100) workdays, less the number of days of accrued earned sick leave previously not used in the fiscal year. Members of the bargaining unit who have been employed by the District for five (5) calendar years or more shall receive one-half (1/2) salary payable for one hundred (100) workdays following the exhaustion of days of accrued sick leave previously used in the fiscal year. The extended sick leave provided for under this Article shall be in addition to any other paid leave provided for in this Article and shall be used only after the exhaustion of earned accumulated sick leave.

11.6.2 Each school year a unit member may use up to half of his/her days of sick leave allowance for immediate family illness. In no event shall said utilization, when combined with the immediate family illness provisions of Section 11.10.1 below, result in the utilization of more than seven (7) days per year of paid leave for immediate family illness.

11.6.3 The employee who is granted sick leave under this Article shall, upon termination of such leave, be returned to his/her position.

11.6.4 The five (5) months or less period during which the above deductions occur shall begin with the start of regularly paid sick leave provisions for which he/she is eligible.

11.6.5 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.7 Miscellaneous Sick Leave Provisions

11.7.1 Advanced Sick Leave After six (6) benefit months of employment, the employee, upon his/her written request, may be advanced the full amount of sick leave earnable in the balance of the fiscal year after the amount of earned sick leave has been exhausted. The last salary warrant covering such advanced time is withheld until the employee has returned

to work the number of days advanced. In case the employee terminates prior to returning to work, the last salary warrant shall be withheld until necessary adjustments have been made.

11.7.2 Interruption of Vacation for Sick Leave Permanent employees of the District who become ill while on vacation may change their authorized vacation to sick leave. This requires an immediate notification to the employee's supervisor and an illness certificate from the employee's physician at the employee's cost. This provision shall not apply to 9 and 10 month employees for vacation time for Winter and Spring Breaks.

11.7.3 Exhaustion of All Sick Leave Entitlement

11.7.3.1 A bargaining unit member who exhausts all sick leave, earned or extended, and all earned vacation and who still is medically unable to assume the duties of his/her position shall be placed upon a reemployment eligibility list for a period of thirty-nine (39) months.

11.7.3.2 When the employee is proven medically able to assume the duties of his/her position, the employee shall notify the Personnel Services Department at least thirty (30) calendar days prior to proposed return. After notification, the employer shall recall the employee to the first vacant position in accordance with his/her placement on the reemployment list in the employee's classification, if such vacancy occurs in the prescribed thirty-nine (39) month period.

11.7.3.3 Reemployment rights under this Article shall not take precedence over a reemployment list established as the result of layoffs. When an employee has been recalled to duty under this Article he/she shall be fully restored to all benefits and burdens except that the time lapse shall not be counted for seniority purposes.

11.8 Break in Service

11.8.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the Agreement shall continue to accrue under such absence.

11.8.2 When all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. 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.

11.8.3 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.9 Industrial Accident and Illness Leave In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

11.9.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave not more than sixty (60) workdays in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.

11.9.2 Industrial accident or illness leave shall commence on the first day of absence.

11.9.2.1 However, a bargaining unit member initially hired on or after 7/1/98, in either an hourly or monthly capacity, must have rendered nine (9) months of continuous service to the District in order to be eligible for the sixty (60) day leave provision described in Section 11.9.1, above.

11.9.2.2 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside of the State.

11.9.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.9.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

11.9.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

11.9.6 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

11.9.7 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

11.9.8 A unit member shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from the authorized Worker's Compensation Insurance carrier physician certifying the unit member's ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

11.9.8.1 Nothing contained herein shall be construed to limit an employee's right to utilize the services of his/her private physician for such examination, provided the employee gives appropriate written notice to the District at least thirty (30) calendar days prior to said examination. In the event the employee's personal

physician has, prior to the industrial injury, acknowledged and signed the "Employee Selection of Personal Physician Form", then the employee may treat with the pre-designated physician provided said physician strictly adheres to Section 9785 of the Administrative Director's Rules of Practice and Procedures and follows the California Industrial Medical Fee Schedule. The District reserves the right to conduct a second examination by a physician of the District's choice.

11.9.9 The Union agrees that it will support and require bargaining unit members to support all safety precautions instituted by management and will assist management in developing a safety program.

11.9.10 The Union agrees that it will support management programs which will hold down the incidence of industrial accidents and will not support frivolous industrial accident claims.

11.10 Personal Necessity Leave

11.10.1 Effective with the start of the 1993-94 school year, unit member shall be entitled to use, during each school year, a maximum of seven (7) days of the sick leave provided for in Section 11.4 of this Article for any of the following purposes:

11.10.1.1 Death of a member of the unit member's immediate family as defined in Section 11.1 if leave is required in addition to that provided by Section 11.1 of this Article.

11.10.1.2 An accident involving a unit member's property or the personal property of the unit member's immediate family, if the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and required the attention of the unit member during working hours.

11.10.1.3 Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each date of necessary attendance, other than the dates specified in a subpoena, shall be certified to by the

clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled, and shall remit same to the District.

11.10.1.4 The serious illness of a member or a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

11.10.1.5 The birth of a child requiring the father to be absent during working hours.

11.10.1.6 Imminent danger to the home of a unit member, occasioned by flood, fire or similar cause, serious in nature, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.

11.10.1.7 Any other personal necessity not identified above provided it meets all four of the following conditions:

11.10.1.7.1 Be serious in nature; and

11.10.1.7.2 Be of such nature that it cannot be reasonably handled outside of school hours; and

11.10.1.7.3 Involve circumstances which the employee cannot reasonably be expected to disregard; and

11.10.1.7.4 Require the attention of the employee during his/her assigned hours of duty.

11.10.2 Personal necessity leave may not be used for routine personal activities, social events, occupational investigation, political activities or demonstrations, or any activity contemplated within the Provisions of Article VI of this Agreement.

11.11 General Leaves When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. The decision to grant or deny such leave, as well as the conditions and procedures related to such leaves, shall be excluded from the provisions of Article VII of this Agreement.

11.11.1 Excepting emergencies or extenuating circumstances, no employee will commence a long term leave other than at the conclusion of a semester.

11.11.2 The employee granted a long term leave shall inform the Board of Trustees within ninety (90) calendar days of the scheduled return date as to his/her intentions to resume District duties.

11.11.3 Employees on leaves without pay shall not be eligible to receive any fringe benefits such as insurance, retirement benefits, etc. for the duration of the leave. The employee may maintain coverage for the duration of the leave under the District employee insurance package by paying the premiums himself/herself as required by the insurance carrier.

11.11.4 Unless otherwise provided in this Section, an employee on a paid or unpaid leave of absence shall be entitled to: 1) return to the same classification if such classification still exists, which the person held immediately before commencement of a leave; 2) receive credit for annual salary increment provided leave has been on paid status; 3) be reinstated at the same salary schedule step, but with a new anniversary increment date if the leave has been on an unpaid status.

11.12 Maternity Leave

11.12.1 In cases other than physical disability, an employee who is an expectant mother may request an unpaid leave of absences for maternity purposes, and the District may grant said leave request. The starting and ending dates of said leave shall be mutually agreed to by the District and the employee. The employee shall arrange an appointment with her immediate supervisor for replacement service planning when knowledge of pregnancy has been established, but not later than ninety (90) calendar days prior to the expected date of delivery. The maximum length of a maternity leave shall be six (6) months.

11.13 Child-Rearing Leave

11.13.1 Upon request, the Board may provide a male or female classified employee, who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her infant. The employee shall notify the Board that he/she intends to take such leave at least

four (4) weeks prior to the anticipated date on which the leave is to commence. Such leave shall not exceed six (6) months in duration.

11.13.2 Child-Rearing Leave may not be taken consecutively with Maternity Leave unless approved by the Board.

11.14 Unpaid Leave Bargaining unit employees may be granted an unpaid personal business leave upon the approval of the immediate supervisor when the employee demonstrates to his/her immediate supervisor that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. The maximum period of said unpaid personal business leave is ten (10) workdays. Leave requests of longer duration must be submitted to the Board of Education, at its sole discretion, for advance approval.

11.15 Family Care and Medical Leave It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

11.15.1 An employee with more than one (1) year of continuous service with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of four (4) months in any twenty-four (24) month period, of twelve (12) weeks per year, pursuant to the provisions contained herein.

For purposes of this section the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

11.15.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee

status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.

11.15.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) calendar days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

11.15.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition.

For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

11.15.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

11.15.6 Definitions

a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.

b. For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

11.15.7 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

11.15.8 An employee granted a leave under this provision shall have a right to reinstatement to his/her former classification if such classification still exists, which the person held immediately before commencement of a leave; with equivalent benefits, pay, and other working conditions provided by this Agreement. If the former classification no longer exists, he/she shall be placed in a lower or lateral classification in which he/she had previously served and in which he/she holds greater seniority than other incumbents in said class.

11.15.9 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits, if eligible and if enrolled, to the same extent and under the same conditions as apply to other eligible, enrolled active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur.

(A) The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.

(B) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

11.15.10 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

11.15.11 This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of the Labor Code (Workers Compensation).

11.16 Health - Employee Work Restriction The Union recognizes and agrees that the District has a managerial obligation and right to review medical reports on employees sustaining illness or injuries, either on or off the job, to determine the employee's physical ability to fulfill the tasks normally assigned to the classification and for which the employee was hired. The Personnel Services Department shall make available a form. Bargaining unit employees shall submit this form for medical clearance for illnesses or injuries. The signature of a physician approved by the District will be required. This form will either include, or have attached, a classification description or duty statement to assist the physician in arriving at a decision as to the employee's physical ability to perform assigned tasks. It is understood by the Union that it is a managerial obligation and right to

refuse reemployment of a bargaining unit member who has work restrictions as outlined by a physician and who cannot physically or mentally perform the job for which originally hired. It is understood by the Union that it is a managerial obligation and right to involuntarily assign a bargaining unit member to sick leave when a physician documents that the employee is physically or mentally unable to perform completely in the classification for which hired. If a bargaining unit member is placed on involuntary sick leave, the District shall, at the employee's request, bear the cost of a second medical opinion in regard to the employee's physical or mental ability to completely perform the assigned duties. The employee is limited in choice of physicians to one who conducts business within Los Angeles County.

ARTICLE XII: HOLIDAYS

12.1 The following holiday observances shall be granted to all employees provided said holiday falls within the beginning and end of the employee's annual District work calendar:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day (or an alternate day designated by the District)
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

12.2 Every workday appointed by the President of the United States or the Governor of the State of California as a day of public fast, mourning or thanksgiving shall also be a holiday.

12.2.1 "Mourning" as used herein shall mean a day on which all State offices are closed if the declaration is made by the Governor, or all Federal and/or State offices are closed if the declaration is made by the President; or if employees in these respective offices are granted an in-lieu of holiday when said Day of Mourning is declared, but the State and/or Federal offices are not closed.

12.2.2 If the District and the Union disagree about the intent of such a declaration and if litigation is initiated which could affect the District on this subject, the parties agree they will defer a decision on the matter and abide by the ruling on the matter issued by a court of competent jurisdiction.

12.3 When the holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

12.4 A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation. Regular employees not assigned to work during the Christmas and Spring recess periods shall be compensated for the holidays stipulated in Section 12.1 above, provided

said employee is in paid District status on the workday immediately preceding or following the recess period during which a holiday falls.

12.5 To be eligible for holiday pay, the employee must be in paid status on either the workday before or the workday after the holiday.

12.6 The District, after consultation with the Union, may substitute any workday in lieu of any holiday as provided by law.

12.7 The current school year calendar for Pasadena Unified School District is contained in appendix "D".

12.8 One additional holiday designated as a "floating holiday" shall be granted each employee in the bargaining unit on a date to be mutually agreed to by the employee and his/her immediate supervisor; the requested "floating holiday" date is to be submitted in writing by the employee for approval as soon as possible, but in no event less than five (5) workdays in advance.

ARTICLE XIII: VACATION

13.1 All bargaining unit members covered by this Agreement shall be entitled to paid vacation benefits as outlined in this Article.

13.2 Eligibility - vacation privileges become an earned right only upon completion of the bargaining unit member's initially assigned probationary period. Probationary employees shall not be entitled to vacation benefits upon severance for any reason. If vacation has been granted prior to rendering required service, the employee's final pay check shall be reduced accordingly.

13.3 Bargaining unit members must work a benefit month to be eligible for earned vacation. A benefit month is defined as any working month of twenty-two (22) workdays in which an employee is in paid status and works twelve (12) or more of those days.

13.4 Permanent employees shall not receive cash for earned vacation except upon the occasion of termination of employment with the District.

13.4.1 Food Service Department employees shall be paid for unused vacation at the end of each fiscal year, or at termination from service during a school year.

13.5 Vacation benefits are deemed to be earned on a fiscal year basis (July 1 through June 30) and must be taken, at the latest, within the fiscal year after which the vacation is earned. Up to fifteen (15) days of earned vacation which cannot be used due to work restrictions caused by District action may be carried forward, without prejudice, into the following fiscal year with the approval of the division head.

13.6 Each eligible bargaining unit member shall submit a written request to his/her immediate supervisor of the time which he/she desires for vacation; said request shall normally not be submitted later than ten (10) workdays prior to the beginning of the requested vacation period, and sooner if possible. An employee who wishes to use earned and available vacation to add to Extended Sick Leave in order to receive full salary while on said leave shall submit a written utilization request form provided by the District. The immediate supervisor shall normally make a determination of approval or denial within five (5) working days of receipt of said written request from the employee. Except in critical emergencies, twelve (12) month employees' vacation requests

will not be approved during the ten (10) calendar day period prior to the start of the student instructional year.

13.7 Payment of vacation pay for earned vacation days is compensated at the employee's current salary rate at the time the vacation is taken. When an employee is terminated for any reason, he/she shall receive earned vacation pay prorated to the date of termination.

13.8 An employee may discontinue vacation leave in order to commence sick leave upon proper notification and such verification as the District may require and vacation days not used will be reinstated. Unused vacation, due to District cancellation, shall be restored to a unit member's vacation entitlement record/account.

13.9 Nine (9) and ten (10) month employees are required to take their vacation during Christmas and Spring recesses. If additional vacation is accumulated, it must be taken with the approval of the employee's immediate supervisor during the months that the employee normally works.

13.9.1 Twelve (12) month custodians may take up to a maximum of five (5) consecutive days of vacation, at any one time, during the school year, exclusive of winter and spring recesses.

13.9.2 Under normal circumstances, the District shall permit a portion of a site's custodial staff to use accumulated vacation during winter and spring recess periods. To the extent possible, said utilization at a site shall be reasonably rotated among the site's custodial staff who have requested said recess period vacations. In no event however, shall this provision result in an absence of necessary custodial coverage at a site during winter and spring recess periods.

13.10 In order to implement this Article, immediate supervisors may advance vacation days to nine (9) and ten (10) month employees not to exceed that which they would have normally earned during their working year.

13.11 Regularly assigned, part-time employees earn prorated vacation in the same ratio as regularly assigned hours per week bears to forty.

13.12 Regularly assigned, part-time employees who work additional time or overtime beyond their regular assignment shall not earn additional vacation entitlement; however, part-time employees with summer assignments shall earn additional vacation entitlement.

13.13 Vacation requests will be granted in the order they are received. In cases where two or more employees submit a request at the same time for the same period, District seniority will be the deciding factor in granting the request. If it is apparent, over a twenty-four (24) month period of time, that two or more employees within the same classification in the same working unit have consistently requested the same time periods, the immediate supervisor of that working unit shall then bypass the above seniority provision to allow the employee with the lesser seniority an opportunity to have the vacation request honored.

13.14 Vacation benefits for permanent classified employees are as follows:

1 - 4 years	1.00 day per working month
5 - 10 years	1.25 days per working month
11 years	1.333 days per working month
12 years	1.416 days per working month
13 years	1.50 days per working month
14 years	1.583 days per working month
15 years	1.666 days per working month

13.15 The District shall establish standard reporting procedures of vacation records for the various job sites; said reports shall be submitted to the timekeeper who shall compute and maintain said records. This report shall be made by the timekeeper for the school site or department and shall be issued on or about November 1st.

ARTICLE XIV: TRANSFERS

14.1 Definitions

14.1.1 Transfers shall be defined as a change of job sites or locations, but within the same classification.

14.1.2 All transfers of personnel shall be approved by the Personnel Services Department or Governing Board respectively.

14.2 First Consideration Voluntary request of lateral transfer will be interviewed before promotional candidates and before outside applicants are interviewed.

14.3 Application An employee may submit a written request on the Classified Employee Request for Change of Status form to the Personnel Services Department for a voluntary transfer. All requests expire on June 30 of the current school year. A new request must be submitted for each year.

14.4 Supervisors or their designated representatives, who have the vacancy- shall interview all employees submitting voluntary transfer requests.

14.5 Administrative Transfer Nothing contained in this Article shall be construed to limit the right of the Superintendent, at his/her sole discretion, to transfer an employee based upon District needs.

ARTICLE XV: PROMOTION AND POSTING OF VACANCIES

15.1 Definition

15.1.1 Promotion shall be defined as a higher classification within the same job family and within the bargaining unit.

15.2 Posting of Notice

15.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site, unless an eligibility list of more than three (3) ranks exists for the vacant class.

15.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employee may file for the vacancy.

15.2.3 Any employee in the vacant job family who is on layoff during the posting period shall be mailed a copy of the posting notice by United States First Class mail on the date the position is posted.

15.3 Notice of Contents The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.

15.4 Filing

15.4.1 A permanent unit member whose most recent formal evaluation is satisfactory may file for the vacancy by submitting a District application form to the Personnel Services Department within the filing period.

15.4.2 Personnel Services Department shall send a copy of all published recruitment bulletins to the Union. It is agreed by the Union and the District that such submission to the Union is a good faith effort by the District to notify bargaining unit members that a vacancy exists and the Union agrees that it shall not support a grievance due to a failure to post a recruitment bulletin at a job site, due to any action or inaction by a bargaining unit member.

15.5 Filling Vacancies Within the confines of existing work force and the overlapping authority of the District and the Personnel Commission, the District shall attempt to fill permanent vacancies as quickly as possible.

15.6 A permanent unit member who promotes into a vacancy shall successfully complete another probationary period in the promotional position. If he/she fails to successfully complete said probationary period, he/she shall be returned to the classification held immediately prior to the promotion.

15.7 A permanent unit member who promotes into a vacancy shall successfully complete another probationary period in the promotional position. If he/she fails to successfully complete said probationary period, he/she shall be returned to the classification held immediately prior to the promotion.

ARTICLE XVI: LAYOFF AND REEMPLOYMENT & EFFECTS RELATED THERETO

16.1 Reason for Layoff Layoff shall occur for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff within the class shall be determined by hire date within the District as a regular Classified employee of the District. Except for layoff, an unpaid leave of absence or a break in employment shall create a new hire date. In cases where unit members have the same District hire date, the employee with least seniority within the classification shall be laid off first. Seniority within the classification shall be determined by hire date within the classification. In cases where unit members have equal class seniority, the layoff determination shall be made by lot. Any District employee whose position is eliminated or scheduled for layoff or reduction in hours, shall, in order of District seniority, be entitled to any vacant position at a lateral or lower range for which he/she is qualified or for which he/she can pass the examination approved by the Personnel Commission. All said District employees shall be assigned to a special eligibility list for a period of one year for placement in positions within the District prior to placement of employees on eligibility lists. Prior to any layoff of permanent bargaining unit members being implemented, the District shall first eliminate any substitutes, provisional, limited term or student help in classifications in which permanent employees are scheduled for layoffs.

16.2 Notice of Layoff Any layoffs shall take place upon forty-five (45) calendar days written notice. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and reemployment rights. Prior to layoff notices being issued, the District shall provide the Union with seniority lists of classifications to be affected, including a list of bumping rights of employees subject to layoff. If the Union wishes to contest said lists, it shall be done within fourteen (14) calendar days by a written appeal plus supporting data to the Superintendent of Schools. The Superintendent shall render a decision within fourteen (14) calendar days after receipt of the Union appeal.

16.3 Order of Layoff Any layoff shall be effected within a class.

16.4 Bumping Rights Any employee laid off from his/her present class may bump into the same or equal class or the next lowest class in which the employee has previously served and has greater

seniority. The employee may continue to bump into lower classes in which he/she has accrued seniority in order to avoid layoff.

16.5 Reemployment Rights Laid-off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by said layoffs. During the term of current agreements, the District shall not use substitutes, provisional, limited term or student help in classifications in which permanent employees are in laid off status in order to avoid the recall of said laid off employees.

16.6 Voluntary Demotion or Voluntary Reduction in Hours Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights. The District shall consult with the Union before soliciting voluntary reductions in assigned time by employees.

16.7 Notification of Reemployment An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District.

16.8 Employee Notification to the District An employee shall notify the District in writing of his/her intent to accept or refuse employment within five (5) work days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within five (5) work days, as provided herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline two offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.

16.9 Reemployment Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher position.

16.9.1 Layoff as used herein shall refer to separation from service or reduction in assigned time.

16.10 The District and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter related to layoff actions, and effects related thereto, during the terms of the current agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated the current agreement.

16.11 Any alleged violation of the provisions of this Article shall not be subject to the Grievance Procedure (Article VII) as set forth in this Agreement.

ARTICLE XVII: PAY AND ALLOWANCES

17.1 Regular Rate of Pay The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as contained in Appendix C.

17.2 2003-04 Salary Schedule The 2003-04 Salary Schedule is contained in Appendix C.

17.2.1 The Union and the District shall establish a joint subcommittee of equal representation to review the comparative pay rates for bench mark classifications within the bargaining unit as prepared by the Los Angeles County Superintendent of Schools office annually. The subcommittee in whole or in part may use that information as a basis for presenting recommendations for possible salary adjustments in the 2004-05 round of negotiations between the parties.

17.2.2 For the 2003-04 school year only, based on the July 2002 salary schedule, in lieu of a one half of one percent (.005), one time, off-schedule salary increase, the District will deposit the sum of \$60,297 in the Teamsters Fringe Benefit Account. The Union will use the funds to pay the difference between the specified District contribution to the Teamsters' fringe benefit program and the actual premium. The District will make the deposit to the Teamsters Fringe Benefit Account within 30 calendar days of the approval and ratification of this collective bargaining agreement.

17.3 Paychecks All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

17.3.1 Frequency -- Once Monthly. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

17.3.2 Payroll Errors. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) workdays after the employee provides written notice to the Payroll Department.

17.3.3 Special Payments. Any mileage payment, lodging reimbursement, or payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-

computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than twenty (20) working days following written notice to the Payroll Department.

17.3.4 Notwithstanding any other provision of this Section the issuance of any regular or supplementary paychecks as described herein, shall be contingent upon the continuation of the current payroll services rendered to the District by the Los Angeles County Department of Education.

17.3.4.1 Within 60 days of County approval, the District shall reflect accumulated sick leave and vacation benefits on employee pay stubs. Said pay stubs may also reflect accumulated compensatory time, if the District and the Union mutually agree.

17.4 Promotion Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the range and step of the new class that represents the first highest dollar amount above the salary being earned prior to promotion or the next step of the new class that represents a dollar amount that is at least 5% greater than the unit members' base salary being earned prior to promotion, whichever is greater.

17.4.1 Pay and Allowances If the employee is eligible for a step increment within ninety (90) calendar days of the date of upward classification, the dollar value of said anticipated increment shall be used as the basis for calculating placement at the next highest dollar amount in the salary range of the promotional class. However, if one job involves a night shift differential and the other does not, said differential shall be disregarded in making the range and step calculations contemplated herein.

17.4.2 Salary Placement Upon Reclassification Any employee in the bargaining unit receiving a upward classification under the provisions of this Agreement shall be moved to the range and step of the new class that represents the first highest dollar amount above the salary being earned prior to reclassification. If the employee is eligible for a step increment within ninety (90) calendar days of the date of upward classification, the dollar value of said anticipated increment shall be used as the basis for calculating placement at the next highest

dollar amount in the salary range of the promotional class. However, if one job involves a night shift differential and the other does not, said differential shall be disregarded in making the range and step calculations contemplated herein.

17.5 Mileage

17.5.1 Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the allowable IRS rate for all miles driven at the discretion of and on behalf of the District. Mileage increase to twenty-six (26) cents per mile.

17.5.2 Any employee in the bargaining unit who is permitted by the District to use his/her vehicle, in lieu of using a District vehicle, on District business shall be reimbursed at the rate of twenty-six cents (\$.26) per mile for all miles driven at the discretion of, and on behalf of the District.

17.5.3 The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business.

17.5.4 This amount shall be payable in a separate warrant drawn against District funds within twenty (20) working days of written submission of the claim by the employee in the bargaining unit.

17.6 Meals Any employee in the bargaining unit who, as a result of an approved work assignment, must have meals away from the District shall be reimbursed for the cost of the meal(s) not to exceed the following scale, not later than twenty (20) working days after submission of the expense claim and appropriate receipts:

Breakfast	\$6.00
Lunch	\$9.00
Dinner	\$15.00

17.7 Lodging

17.7.1 Any employee in the bargaining unit who, as a result of an approved work assignment, must be lodged away from home overnight shall, following submission of claim and receipts be reimbursed for the full and reasonable costs as approved by the District.

17.7.2 Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses within twenty (20) workdays after the employee has submitted an expense claim with appropriate supporting documentation.

17.8 Longevity The District agrees to additionally compensate long-service employees in accordance with Article XX (Longevity Increments).

17.9 Step Increments Nothing contained in this Agreement shall be construed to make the granting of step increments as contained in the salary schedule attached in Appendix C, automatic from year to year; rather, the subject of step increments shall be a subject of annual negotiations between the parties.

17.10 Salary Placement

17.10.1 During the term of this Agreement, in order for a bargaining unit member to move from Step five (5) on the Salary Schedule to Step Six (6), said member must have served at least one full year (12 months) on Step five (5) prior to advancing to Step Six (6).

17.10.2 During the term of this Agreement, in the case of a bargaining unit member who has not yet served 12 months on the 5th Step of the Salary Schedule, said member shall remain on Step 5 (five) until such time as he/she has reached his/her anniversary date, or until such time as he/she has served at least one full year or 12 months on said step prior to advancing to Step 6 (six).

17.10.3 During the term of this Agreement, Step Placement upon promotion and Step Placement following the completion of the probationary period after promotion shall be handled consistently with past practice of the District.

17.10.4 Upon the approval of the Superintendent, at his/her sole discretion, a new employee may be placed up to Step Three (3) of the salary schedule at the time of initial employment, depending on his/her prior work experience and the District's difficulty in recruiting candidates for vacant positions in that particular class. If a vacant position is eligible for said

accelerated step placement, it shall be so indicated in the job announcement for that vacancy.

17.11 Night Shift Differential Employees who work half or more of their assigned shift between 6:00 p.m. and 6:00 a.m. will receive a 5% differential effective 1/1/88; said differentials shall be applied to an employee's base salary. The District and the Union shall meet and consult prior to any widespread or significant changes in the work schedules to which said employees are now assigned.

17.12 Compensation for Assuming Classified Supervisor Duties Beginning with the second time an employee is assigned to temporarily assume the duties of his/her supervisor's classification for a period of five (5) consecutive workdays or more, said employee shall, beginning with the sixth (6th) consecutive work day of said temporary service be paid retroactively at the step of the supervisory range that is the closest to the ten percent (10%) increase compared to his/her monthly salary.

17.13 If a monthly employee who works less than a twelve (12) month calendar is hired to serve in the same classification in a summer school program, he/she shall receive an hourly salary that is the prorated amount of his/her monthly wage rate. If a monthly employee who works less than a twelve (12) month calendar is hired for a summer school program, he/she shall also earn prorated sick leave and vacation benefits for the summer assignment.

ARTICLE XVIII: EMPLOYEE EXPENSES AND MATERIALS

18.1 Uniforms The District shall pay the cost of identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees exclusively in the performance of District duties.

18.1.1 Effective 1/1/87, a uniform cleaning allowance of \$30/month be paid to night security guards and Campus Police Officers required to wear a District-provided uniform. Said payments shall be made quarterly, on a separate warrant from which taxes will not be withheld. In addition, the District will annually provide police officers with two sets of "winter" uniforms per year (pants and shirt), two "summer" shirts (polo type shirts), and upon request of an officer who wishes to wear shorts on duty, two pairs of approved shorts.

18.1.2 Uniforms prescribed by the District and supplied by a uniform laundry service shall be provided at no expense to the employee. If the District decides to discontinue the uniform requirement, it shall give the Union and unit members thirty workdays written notice. District uniforms shall not be worn except in the performance of District duties and periods of travel to and from District work.

18.1.3 Identification badges, provided by the District at no expense to the unit member, shall be worn by said employees while on District duty unless there is some valid reason for not doing so.

18.2 Tools

18.2.1 The District agrees to provide for the employee's use of all power tools, related equipment, and short life supplies reasonably necessary to bargaining unit employees for performance of employment duties, and said tools, equipment and supplies may only be used for District business.

18.2.2 If a bargaining unit member's classification requires the use of hand tools or equipment, the District will provide the hand tools or equipment that the unit member will need to perform his or her regular duties and responsibilities. If an employee in the bargaining unit provides hand tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the hand tools and equipment and agrees to pay reasonable costs incurred as a result of theft or vandalism provided:

18.2.2.1 The loss is not otherwise compensated by insurance.

18.2.2.2 The loss did not occur due to the negligence of the employee.

18.2.2.3 The employee's supervisor has been provided with a listing of the property being used for the benefit of the District and the employee and supervisor have agreed to the value of the property being used.

18.2.2.4 The loss cannot be defined as a mysterious disappearance of the property.

18.2.2.5 The employee does not remove his/her tools from the customary job site/area without prior written and specific approval of the department head.

18.3 Personal Property

18.3.1 Reimbursement shall be made to any unit member for the loss, destruction or damage of personal property sustained in situations that fall within the scope of District employment.

18.3.1.1 Reimbursement for property other than personal articles, such as clothing, eyeglasses and watches, shall be made only for articles whose use has been approved via a District form before the article(s) has been brought to school, and

when the immediate administrator and the unit member bringing the property have agreed in advance as to the approximate monetary value of the property.

18.3.1.2 No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of negligence or lack of supervision by the owner.

18.3.1.3 Personal automobiles or the like shall be covered by this Section to the extent that the damage or loss shall have occurred on District property. Examples of such damage or loss are slashed tires or stolen batteries.

18.3.1.4 The maximum reimbursement shall not exceed \$100 for each incident, nor shall the reimbursement be less than \$10, provided the property is not covered by the unit member's insurance.

18.4 Medical Examinations The District reserves the right to require medical examinations of: employees at any time; or of candidates as a condition of initial employment. If the District designates the physician(s) to perform said examination(s), it shall pay for the cost of said exam. If the District allows the employee or candidate to choose his/her own examining physician, then the employee or candidate shall pay for the cost of said exam.

ARTICLE XIX: CLASSIFICATION

19.1 Placement in Class Every bargaining unit position shall be placed in a class.

19.2 New Positions or Classes of Positions All new positions or classes of positions, created at the right of the District, unless specifically exempted by law or the provisions of this Agreement, shall be assigned to the bargaining unit if the class description describes duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

19.3 Incumbent Rights When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new position. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for two (2) years or more shall be reallocated to the higher class. If an incumbent in such a position has not served in the position for two (2) years or more, then the position shall be open for examination.

19.4 Short-Term Substitute Employees An individual employed in a replacement, temporary, limited term or substitute capacity shall be excluded from the unit.

19.5 Reclassification & Salary Reallocations During the term of the Agreement, the Union and the District agree that no reclassification or salary range reallocations of individual bargaining unit positions will occur, except as may be mutually agreed to by the parties.

19.6 Long Term Absences In instances when a bargaining unit member experiences a long term absence, and he/she is replaced during said absence by another bargaining unit member by assigning the latter to work out of classification in a replacement capacity, said replacement employee shall be allowed, at the District's discretion, to work out of classification for whatever period of time is necessary until the absent employee returns to service.

19.6.1 After a ninety (90) working day period of an employee working out of classification, the District shall invite the Union to a meeting in order to explain the reasons and rationale for the out-of-class assignment, as well as the targeted conclusion of said assignment. If the affected employee does not participate in said meeting, he/she shall be provided with the same information by the District.

19.7 Vacant Position In instances when a bargaining unit position becomes vacant and cannot be promptly filled on a permanent basis pursuant to the rules and regulations of the Personnel Commission and the District, the District may, at its discretion, temporarily fill such vacancy by assigning another bargaining unit member to work out of classification to fill said vacant position on an interim basis for whatever period of time is necessary until the vacancy is filled permanently, providing a good faith effort is being made to fill said vacancies.

ARTICLE XX: LONGEVITY INCREMENTS

20.1 All monthly bargaining unit members shall be eligible for four (4) longevity service increments, as described herein: one after seven (7) complete years of continuous, satisfactory service with the District; another after twelve (12) complete years of continuous, satisfactory service with the District; another after seventeen (17) complete years of continuous and satisfactory service with the District; and the last after twenty-two (22) years of continuous and satisfactory service to the District.

20.2 Each of the longevity increments described herein, including those for Food Services Department employees, shall be in the amount of twenty-five (\$25.00) per month of District service and shall be paid at the beginning of the eighth (8th), thirteenth (13th), eighteenth (18th) and twenty-third (23rd) years of service respectively.

ARTICLE XXI: EARLY RETIREMENT BENEFIT

21.1 Members of the bargaining unit having served in the District a minimum of fifteen (15) continuous years may opt for early retirement if they meet the following qualifications:

21.1.1 if age sixty (60) or more, must have fifteen (15) continuous years of service in the Pasadena Unified School District;

21.1.2 if age fifty-five (55) to fifty-nine (59), must have twenty-five (25) continuous years of service in the Pasadena Unified School District;

21.1.3 be a member of the Teamsters or any current District health plan which will allow early retirement privileges.

21.2 Upon acceptance of early retirement by the bargaining unit member, the District agrees to pay eighty percent (80%) of the individual bargaining unit member's District health insurance premium until age sixty-five (65) or the employee becomes eligible for Medicare, whichever occurs first.

ARTICLE XXII: PROFESSIONAL GROWTH

22.1 Eligibility for Participation in the Professional Growth Program

A bargaining unit member may apply for professional growth after twelve (12) calendar months of full-time satisfactory service as a regular District employee. Full-time is defined as employment in one position six (6) hours per day, or more.

22.2 Evaluation of Course Work The Department of Personnel Services shall evaluate all course work and major fields of study for professional growth credit. The Union and the District shall establish a joint committee of equal representation to identify examples of professional growth courses that are pertinent for unit members, and effective methods to disseminate said information.

22.3 Criteria for Evaluation The Department of Personnel Services shall review all proposed course work submitted and make a determination as to whether that course work meets the following criteria:

22.3.1 specifically related to the employee's classification;

22.3.2 is taken at an accredited or recognized institution; and

22.3.3 whether the general education course work is within the employee's occupational field and/or will assist the employee in meeting degree requirements.

The intent of this provision is to allow course work which will be of direct benefit to the District and is either specifically related to the employee's current job classification or related to the specific area of the employee's occupational field.

22.3 Professional Growth Incentive Increment(s) For Bargaining Unit Employees

22.4.1 An increment for professional growth shall be earned upon completion of fifteen (15) equivalent semester units of approved course work.

22.4.2 Unit members receiving a professional growth stipend as of 12/01/95 or earlier shall, as of said date, be placed (and remain) on the table dollar amount (see below) that represents the first highest dollar value above the stipend amount he/she was receiving on 11/30/95. For professional growth stipends that may be earned after 01/01/96, placement on salary table below shall be the dollar value closest to the equivalent of 3% of the unit

member's base salary. Unless modified by subsequent negotiations between the parties, the dollar values in the salary table shall not change.

Professional Growth Salary Stipend Table

5	10	15	20	25	30	35	40	45	50
55	60	65	70	75	80	85	90	95	100
105	110	115	120	125	130	135	140	145	150
155	160	165	170	175	180	185	190	195	200
205	210	215	220	225	230	235	240	245	250

Professional growth salary stipend amounts as described herein shall be calculated on the amount of a unit member's base salary on the July 1 following the completion of the approved course work as described in Section 22.4.1 above.

22.4.3 Required Course Work:

1.0 unit District Orientation (Required of all classifications)

2.0 units District Safety (Required of all classifications)

2.0 units First Aid (Required of all classifications)

1.0 unit Collaboration/Team Building (Required of all classifications)

6.0 units To be chosen by employee and related to the employee's specific classification and approved in advance by the Department of Personnel Services.

3.0 units General education courses as approved in advanced by the Department of Personnel Services.

15.0 units After mandatory course work has been satisfactorily completed on an annual basis, as determined by the District, additional blocks of fifteen (15) units shall be in areas as indicated in subsection 22.3 of this Article.

Any unit member who has completed District Orientation prior to July 1, 2002, will be allowed to complete the Professional Growth Program under the prior Professional Growth requirements.

22.5 District Orientation The District Orientation course shall be conducted by the Department of Personnel Services. This orientation shall indicate how each employee's position furthers the goals of the District.

22.6 Retroactivity Not Allowed Units earned prior to July 1, 1973, are not applicable to this program.

22.7 Course Approval

22.7.1 In order to be assured that course work taken by the bargaining unit member will be accepted for credit for the professional growth increments, the bargaining unit member shall submit his/her written proposal to take a particular course or courses to the Department of Personnel Services prior to taking such a course or courses. The Department of Personnel Services shall evaluate the proposal and shall inform the employee whether the proposed course or courses are acceptable. Failure to do so may result in course disapproval, at the discretion of the Department of Personnel Services. Where courses have not received prior approval by the Department of Personnel Services, the Department of Personnel Services shall evaluate such courses to determine, at its sole and exclusive discretion, whether they meet the criteria and intent of this Article. Any unit member who changes his/her job title can submit courses for specific course credit if he/she had received prior written approval of said classes by the Department of Personnel Services prior to the title change.

22.7.2 It is the responsibility of the bargaining unit member to apply for the professional growth credit and verify completion of course work prior to June 30 of each year with the Department of Personnel Services. The maximum ceiling for professional growth base salary increments during an employee's service in the District shall be four (4) increments of approximately three percent (3%) each (see Section 22.4.2 above) for approved and verified non-degree course work, as established herein. An additional three percent (3%) base salary increment shall be granted upon completion of fifteen (15) units above and beyond obtaining an AA Degree, providing the employee has declared a major, and the employee's demonstrated courses of study are towards a Bachelor's Degree. An additional three

percent (3%) base salary increment shall be granted upon obtaining a Bachelor's Degree in the employee's occupational field, or other District-approved major field of study. The absolute maximum ceiling of eighteen percent (18%), is based upon the philosophy of encouraging the employee to seek a degree, not mere units of course work, in a field that will directly benefit both the individual and the District.

22.7.3 Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth increment must be completed and on file by June 30 in the Department of Personnel Service.

22.8 Kinds of Credit Allowed

22.8.1 All courses must receive a minimum of a "C" grade in order to receive credit for the course. If letter grades are not given for a course, a letter of satisfactory completion signed by the instructor is required.

22.8.2 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit, divide by three (3).

22.8.3 For noncredit courses taken at accredited institutions, fifteen (15) hours of work shall be equivalent to one (1) semester unit of credit.

22.8.4 Credit of .5 units (1/2 unit) for each one-day (approximately eight (8) hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

22.8.5 All college credits or degrees shall be earned at an institution that is accredited by the Western Association of Schools and Colleges, or regional affiliate thereof.

ARTICLE XXIII: PERSONNEL FILES

23.1 Such employee files as necessary for the efficient management of the District shall be kept by the Personnel Services Department, or at an employee's job site. At the job site, anecdotal records of unit member performance shall not be maintained separately beyond the following annual evaluation process. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential and shall be available for inspection only to other employees of the District when necessary for the proper administration of the District's affairs and the supervision of the employee.

23.2 The personnel file of each employee shall be maintained at the central administration office.

23.3 Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall have the right to attach a written response to any derogatory material. An employee's signature on said material, if requested, shall not be construed to necessarily represent the employee's agreement with the content of said material.

23.4 An employee shall have the right to examine and/or obtain copies of any material from said employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

23.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Such material, if placed in the Personnel Services Department files, shall bear the date of said placement, if any.

23.6 Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review the information and file a written response. After an employee receives four (4) consecutive years of completely satisfactory

written evaluations in the District, all derogatory materials that preceded said four (4) year period shall be sealed in the employee's personnel file at his/her request. The sealed documents can only be unsealed upon the written authorization of the employee or by court order. Formal evaluations shall not be removed from an employee's file.

23.6.1 The personnel files of bargaining unit members who are police officers shall be handled in accordance with the procedures set forth in Government Code sections 3305 and 3306.

ARTICLE XXIV: EMPLOYMENT BENEFITS

24.1 The District shall provide unit member fringe benefit coverage through Teamsters Miscellaneous Security Trust Fund, as specified herein.

24.1.1 The District shall make the monthly coverage contributions (twelfthly) as described in Appendix E.

24.1.2 Teamsters are provided fully paid dental coverage.

24.2 The District and the Union understand that the Teamsters Miscellaneous Security Trust Fund shall keep separate claims experience records for PUSD bargaining unit employees.

24.3. The District shall provide for and pay the full cost of a basic life insurance benefit for each unit member

24.4 Members of the bargaining unit working a minimum of six (6) hours per day shall be entitled to utilize the payroll deduction process in order to purchase the following benefits for themselves only:

24.4.1 Group life insurance, \$7500 limit.

24.4.2 Additional decreasing term life insurance.

24.4.3 Income protection insurance.

24.4.4 Not less than \$10.00 per month (tenthly) for tax sheltered annuities approved by the District and subject to the regulations of the Internal Revenue Service.

ARTICLE XXV: SAFETY

25.1 The District shall attempt to comply with all health, safety and sanitation requirements of the California State Occupational Safety and Health Act regulations where applicable to school district standards.

25.2 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

25.3 A Safety Committee shall be established to review safety conditions and to make recommendations to the District regarding safety issues. The Committee shall be comprised of two (2) management employees and two (2) bargaining unit members and shall meet on a monthly basis.

25.4 A bargaining unit member required to operate a District vehicle in the normal course of his/her duties shall be obligated to immediately inform the Personnel Services Department of any lapse, suspension, limitation or revocation of his/her driving license; failure to provide said notification shall result in disciplinary action by the District.

25.5 A bargaining unit member who encounters the licensure problems contemplated in item 25.4 above may be demoted, placed on paid or unpaid leave of absence, assigned to alternative District duties, or any combination thereof; in severe circumstances, the employee may be dismissed. No action by the District shall occur without prior consultation between the Union and the District.

ARTICLE XXVI: PROCEDURES FOR EVALUATION

26.1 Evaluation procedures for employees covered by this Agreement shall be as follows:

26.2 Probationary Employees

26.2.1 Regular probationary employees shall receive at least two (2) formal, written performance reports, on District approved forms during the probationary period. Said minimum of two evaluation reports during the probationary period shall normally be completed no later than the end of the second month and the end of the fifth (5th) month of service.

26.2.2 The performance report forms described herein shall be completed and signed by the employee's supervisor (supervisor is defined as the person who either oversees, review or checks the daily work of the employee, or the one who is most closely acquainted with the employee's work.) An unsatisfactory evaluation of a unit member shall be reviewed by the Administrator to whom the Supervisor is responsible prior to an evaluation conference between the employee and the Supervisor. The formal performance report shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

26.2.3 The performance report shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.

26.2.4 The evaluatee shall receive a written copy of the performance report forms described herein at a personal conference conducted by the evaluator, and proof of the transmission of the rating to the evaluatee shall be established by the evaluator. The evaluatee may attach a written response to the performance evaluation. Such written response by the employee shall be reviewed by the Administrator to whom the supervisor is responsible prior to placement in the evaluatee's personnel file. An employee's signature on his/her

performance report shall not be construed to necessarily report the employee's agreement with the content of said report.

26.2.5 The evaluator's judgment and recommendations contained in evaluation appraisals shall not be subject to the Grievance Procedure contained in this Agreement.

26.3 Permanent Employees

26.3.1 Regular permanent employees shall receive at least one formal written performance report on District approved forms each year. Normally, these ratings shall be completed by the end of each year's service. Except in cases of prolonged absence, if an employee does not receive an annual performance evaluation in writing within thirty (30) working days of the end of his/her year of service, the employee's performance for that annual period shall be deemed satisfactory. A permanent employee may be evaluated by his/her supervisor at any other time if exemplary or unsatisfactory service is performed, but shall be evaluated by the supervisor within a reasonable length of time after unsatisfactory service is performed.

26.3.2 The performance reports described herein shall be completed and signed by the employee's supervisor, and an unsatisfactory evaluation of a unit member shall be reviewed by the Administrator to whom the supervisor is responsible prior to an evaluation conference between the employee and the supervisor. The formal performance report form shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

26.3.3 The performance report shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.

26.3.4 The evaluatee shall receive a written copy of the performance report described herein at a personal conference conducted by the evaluator, and proof of the transmission of the report to the evaluatee shall be established by the evaluator. The evaluatee may attach a

written response to the performance report. Such written response by the employee shall be reviewed by the Administrator to whom the supervisor is responsible prior to placement in the evaluatee's personnel file. An employee's signature of his/her evaluation shall not be construed to necessarily represent the employee's agreement with the content of said evaluation.

26.3.5 The evaluator's judgment and recommendations contained in evaluation appraisals shall not be subject to the Grievance Procedure contained in this Agreement.

26.4 The current District evaluation form shall not be changed by the District without prior consultation with the Union.

26.5 Effective with 2002-03 school year, revised evaluation forms shall be used for all bargaining unit members. Said forms shall include instructions and procedures for completion.

ARTICLE XXVII: SUPPORT OF AGREEMENT

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

ARTICLE XXVIII: EFFECT OF AGREEMENT

28.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over: present and past District practices, procedures and regulations; over state laws to the extent permitted by state law; and over current or future Personnel Commission rules regulations and procedures to the extent that said rules, regulations and procedures may be inconsistent with the terms of this Agreement, or may deal with matters related to Government Code Section 3543.2 in particular, or the provisions of the Educational Employment Relations Act, in general. Except as expressly provided by specific provisions in this Agreement, all lawful practices, procedures and regulations are discretionary with the District.

ARTICLE XXIX: SAVINGS

29.1 If any provisions of this Agreement are held by the highest court of the State or by a Federal Court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXX: COMPLETION OF MEET AND NEGOTIATION

30.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI: DURATION AND SIGNATURES

31.1 This Agreement shall remain in full force and effect up to and including October 31, 2012.

Adopted by action of the Governing
Board on _____

By _____

Renatta Cooper
President,
Board of Education

Ratified by vote of the Union on _____

By _____

Raymond Whitmer
Secretary-Treasurer,
Teamsters Local #911

Jorge Armada, Chief Steward

Wesley Johnson

Rita Ferguson

Craig Walker

Eric Delgado

FOOD SERVICES, MAINTENANCE AND OPERATIONS

Alarm Technician
 Cafeteria Equipment Repair Worker
 Carpenter
 Carpenter, Lead
 Children's Centers Housekeeper
 Computer Repair Technician
 Computer/Telecommunications
 Repair Technician, Lead
 Cook/Baker
 Custodian
 Custodian Engineer
 Delivery Truck Driver I
 Delivery Truck Driver II
 Electrician
 Electrician, Lead
 Electronics Technician
 Electronics Technician Lead
 Food Service Assistant
 Food Service Coordinator
 Food Service Worker
 Furniture Repair Specialist
 Gardener
 Grounds Maintenance Specialist
 Head Custodian I
 Head Custodian II
 Head Custodian III
 Heating & Refrigeration
 Repair Helper
 Heating & Refrigeration
 Repair Worker

Heating & Refrigeration Repair
 Repair Worker, Lead
 Heavy Duty Mechanic
 Heavy Duty Mechanic Assistant
 Heavy Duty Mechanic Lead
 Locksmith
 Locksmith, Lead
 Mail Courier/Driver
 Operating Engineer
 Painter
 Painter, Lead
 Plumber
 Plumber Help
 Plumber, Lead
 Power Grounds Equipment Operator
 Safety Dispatcher
 Security Guard
 Sheet Metal Repair Worker
 Skilled Repair & Construction Worker
 Skilled Repair & Construction
 Worker Lead
 Tool Sharpener
 Transportation Inspector
 Tree Trimmer
 Tree Trimmer Assistant
 Warehouse Worker
 Warehouse Worker, Lead

FRINGE BENEFITS

Details regarding the Hospital Medical Benefit Options of the Teamsters Miscellaneous Security Trust Fund are available through:

The Labor Relations Representative
Teamsters' Union Local #911
9900 Flower Street
Bellflower, CA 90706

Telephone: (562) 595-4518
Fax: (562) 427-7298

OR

Southwest Administrators
1000 W. Fremont Avenue, A-9 West
Alhambra, CA 91803

Telephone: (626) 284-4792

PASADENA UNIFIED SCHOOL DISTRICT
FOOD SERVICES, MAINTENANCE OPERATIONS UNIT - CLASSIFIED PERSONNEL
Effective June 2010

Key: a) 75% or more
b) Less than 75%

5.09%

POSITION TITLE	TITLE	RANGE		Hourly	Salary Steps					
	CODE			Equiv.						
				Step 1	1	2	3	4	5	6
<u>Category: Food Services</u>										
Anten Operator	253	20	(a)	13.21	2,290	2,407	2,523	2,651	2,786	2,924
			(b)	14.28	2,475	2,601	2,729	2,867	3,013	3,158
Cook/Baker	218	17	(a)	12.29	2,130	2,237	2,349	2,465	2,588	2,718
			(b)	13.25	2,297	2,413	2,536	2,663	2,795	2,935
Food Service Assistant	373	14	(a)	11.42	1,980	2,080	2,184	2,290	2,407	2,523
			(b)	12.35	2,140	2,245	2,360	2,475	2,601	2,729
Food Service Coordinator	208	24	(a)	14.56	2,523	2,651	2,786	2,924	3,072	3,225
			(b)	15.74	2,729	2,867	3,013	3,158	3,317	3,486
Food Service Worker	242	9	(a)	10.10	1,750	1,838	1,931	2,030	2,130	2,237
			(b)	10.93	1,894	1,988	2,086	2,191	2,297	2,413
Food Service Worker	244	12	(a)	10.87	1,884	1,980	2,080	2,184	2,290	2,407
			(b)	11.75	2,037	2,140	2,245	2,360	2,475	2,601
<u>Category: Maintenance Services</u>										
Appliance Repair Specialist	434	37	(a)	20.01	3,469	3,643	3,824	4,015	4,219	4,426
			(b)	21.61	3,746	3,936	4,133	4,337	4,557	4,785
Cafeteria Equip. Repair-Worker	221	37	(a)	20.01	3,469	3,643	3,824	4,015	4,219	4,426
			(b)	21.61	3,746	3,936	4,133	4,337	4,557	4,785
Carpenter	440	35	(a)	19.04	3,301	3,469	3,643	3,824	4,015	4,219
			(b)	20.58	3,568	3,746	3,936	4,133	4,337	4,557
Carpenter, Lead	449	39	(a)	21.02	3,643	3,824	4,015	4,219	4,426	4,649
			(b)	22.71	3,936	4,133	4,337	4,557	4,785	5,022
Computer Repair Technician	412	36	(a)	19.53	3,385	3,555	3,733	3,920	4,116	4,322
			(b)	21.10	3,657	3,840	4,032	4,235	4,446	4,667
Computer/Telecommunications Repair Technician, Lead	415	40	(a)	21.54	3,733	3,920	4,116	4,322	4,537	4,765
			(b)	23.26	4,032	4,235	4,446	4,667	4,906	5,146
Electronics Technician	473	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906

PASADENA UNIFIED SCHOOL DISTRICT
FOOD SERVICES, MAINTENANCE OPERATIONS UNIT - CLASSIFIED PERSONNEL
Effective June 2010

PL	ON TITLE	TITLE		Hourly	Salary Steps					
		CODE	RANGE	Equiv.						
				Step 1	1	2	3	4	5	6
Category: Maintenance Services (Cont'd)										
Electronics Technician, Lead	470	42	(a)	22.62	3,920	4,116	4,322	4,537	4,765	5,001
			(b)	24.43	4,235	4,446	4,667	4,906	5,146	5,405
Electrician	453	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906
Electrician, Lead	462	42	(a)	22.62	3,920	4,116	4,322	4,537	4,765	5,001
			(b)	24.43	4,235	4,446	4,667	4,906	5,146	5,405
Furniture Repair Specialist	412	33	(a)	18.138	3,144	3,301	3,469	3,643	3,824	4,015
			(b)	19.61	3,399	3,568	3,746	3,936	4,133	4,337
Heating/Refrigeration Repair Helper	478	34	(a)	18.61	3,325	3,385	3,555	3,733	3,920	4,116
			(b)	20.11	3,486	3,657	3,840	4,032	4,235	4,446
Heating/Refrigeration Repair Worker	477	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906
Heating/Refrigeration Repair Worker, Lead	476	42	(a)	22.62	3,920	4,116	4,322	4,537	4,765	5,001
			(b)	24.43	4,235	4,446	4,667	4,906	5,146	5,405
Irrigation Technician	797	30	(a)	16.87	2,924	3,072	3,225	3,385	3,555	3,733
			(b)	18.22	3,158	3,317	3,486	3,657	3,840	4,032
Locksmith	492	34	(a)	18.61	3,225	3,385	3,555	3,733	3,920	4,116
			(b)	20.11	3,486	3,657	3,840	4,032	4,235	4,446
Locksmith, Lead	493	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906
Low Voltage Technician	454	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906
Painter	511	35	(a)	19.04	3,301	3,469	3,643	3,824	4,015	4,219
			(b)	20.58	3,568	3,746	3,936	4,133	4,377	4,557
Painter Helper	521	31	(a)	17.28	2,996	3,144	3,301	3,469	3,643	3,824
			(b)	18.68	3,237	3,399	3,568	3,746	3,936	4,133
Painter, Lead	519	39	(a)	21.02	3,643	3,824	4,015	4,219	4,426	4,649
			(b)	22.71	3,936	4,133	4,337	4,557	4,785	5,022

PASADENA UNIFIED SCHOOL DISTRICT
FOOD SERVICES, MAINTENANCE OPERATIONS UNIT - CLASSIFIED PERSONNEL
Effective June 2010

Pt	ON TITLE	TITLE		Hourly Equiv.	Salary Steps						
		CODE	RANGE		Step 1	1	2	3	4	5	6
<u>Category: Maintenance Services (Cont'd)</u>											
Plasterer	523	34	(a)	18.61	3,325	3,385	3,555	3,733	3,920	4,116	
			(b)	20.11	3,486	3,657	3,840	4,032	4,235	4,446	
Plumber	527	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537	
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906	
Plumber, Lead	531	42	(a)	22.62	3,920	4,116	4,322	4,537	4,765	5,001	
			(b)	24.43	4,235	4,446	4,667	4,906	5,146	5,405	
Plumber Helper	530	33	(a)	18.14	3,144	3,301	3,469	3,643	3,824	4,015	
			(b)	19.61	3,399	3,568	3,746	3,936	4,133	4,337	
Skilled Repair/Construction Worker Lead	727	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537	
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906	
Skilled Repair/Construction Worker	725	34	(a)	18.61	3,225	3,385	3,555	3,733	3,920	4,116	
			(b)	20.11	3,486	3,657	3,840	4,032	4,235	4,446	
Sheet Metal Repair Worker	540	37	(a)	20.01	3,469	3,643	3,824	4,015	4,219	4,426	
			(b)	21.61	3,746	3,936	4,133	4,337	4,557	4,785	
Tool Sharpener	787	37	(a)	20.01	3,469	3,643	3,824	4,015	4,219	4,426	
			(b)	21.61	3,746	3,936	4,133	4,337	4,557	4,785	
Utility Worker	522	31	(a)	17.28	2,996	3,144	3,301	3,469	3,643	3,824	
			(b)	18.68	3,237	3,399	3,568	3,746	3,936	4,133	
<u>Category: Operations</u>											
Custodian	305	20	(a)	13.21	2,290	2,407	2,523	2,651	2,786	2,924	
			(b)	14.28	2,475	2,601	2,729	2,867	3,013	3,158	
Head Custodian 1	189	25	(a)	14.93	2,588	2,718	2,856	2,996	3,144	3,301	
			(b)	16.13	2,795	2,935	3,082	3,237	3,399	3,568	
Head Custodian 2	257	30	(a)	16.869	2,924	3,072	3,225	3,385	3,555	3,733	
			(b)	18.22	3,158	3,317	3,486	3,657	3,840	4,032	
Head Custodian 3	259	34	(a)	18.61	3,225	3,385	3,555	3,733	3,920	4,116	
			(b)	20.11	3,486	3,657	3,840	4,032	4,235	4,446	

PASADENA UNIFIED SCHOOL DISTRICT
FOOD SERVICES, MAINTENANCE OPERATIONS UNIT - CLASSIFIED PERSONNEL
Effective June 2010

PL	JN TITLE	TITLE		Hourly Equiv.	Salary Steps						
		CODE	RANGE		Step 1	1	2	3	4	5	6
<u>Category: Operations (Cont'd)</u>											
Custodian Engineer (Middle School)	306	22	(a)	13.89	2,407	2,523	2,651	2,786	2,924	3,072	
			(b)	15.01	2,601	2,729	2,867	3,013	3,158	3,317	
Gardener	379	24	(a)	14.56	2,523	2,651	2,786	2,924	3,072	3,225	
			(b)	15.74	2,729	2,867	3,013	3,158	3,317	3,486	
Grounds Maintenance Specialist	383	33	(a)	18.14	3,144	3,301	3,469	3,643	3,824	4,015	
			(b)	19.61	3,399	3,568	3,746	3,936	4,133	4,337	
Lead Gardener	629	28	(a)	16.07	2,786	2,924	3,072	3,225	3,385	3,555	
			(b)	17.38	3,013	3,158	3,317	3,486	3,657	3,840	
Operating Engineer (High School)	604	29	(a)	16.48	2,856	2,996	3,144	3,301	3,469	3,643	
			(b)	17.78	3,082	3,237	3,399	3,568	3,746	3,936	
Power Grounds Equipment Operator	628	27	(a)	15.68	2,718	2,856	2,996	3,144	3,301	3,469	
			(b)	16.93	2,935	3,082	3,237	3,399	3,568	3,746	
Tree Trimmer	786	30	(a)	16.87	2,924	3,072	3,225	3,385	3,555	3,733	
			(b)	18.22	3,158	3,317	3,486	3,657	3,840	4,032	
Tree Trimmer Assistant	800	24	(a)	14.56	2,523	2,651	2,786	2,924	3,072	3,225	
			(b)	15.74	2,729	2,867	3,013	3,158	3,317	3,486	
<u>Category: Security</u>											
Security Guard	701		(a)	15.29	2,651	2,786	2,924	3,072	3,225	3,385	
			(b)	16.54	2,867	3,013	3,158	3,317	3,486	3,657	
<u>Category: Stores</u>											
Warehouse Worker	837	28	(a)	16.07	2,786	2,924	3,072	3,225	3,385	3,555	
			(b)	17.38	3,013	3,158	3,317	3,486	3,657	3,840	
Warehouse Worker, Lead	835	38	(a)	20.51	3,555	3,733	3,920	4,116	4,322	4,537	
			(b)	22.15	3,840	4,032	4,235	4,446	4,667	4,906	
<u>Category: Transportation</u>											
Heavy Duty Mechanic, Lead	163	41	(a)	22.06	3,824	4,015	4,219	4,426	4,649	4,880	
			(b)	23.84	4,133	4,337	4,557	4,785	5,022	5,274	
Heavy Duty Mechanic	168	37	(a)	20.01	3,469	3,643	3,824	4,015	4,219	4,426	

PASADENA UNIFIED SCHOOL DISTRICT
FOOD SERVICES, MAINTENANCE OPERATIONS UNIT - CLASSIFIED PERSONNEL
Effective June 2010

PL	IN TITLE	TITLE CODE	RANGE		Hourly	Salary Steps					
					Equiv. Step 1	1	2	3	4	5	6
				(b)	21.61	3,746	3,936	4,133	4,337	4,557	4,785
	Heavy Duty Mechanic Assistant	171	27	(a)	15.68	2,718	2,856	2,996	3,144	3,301	3,469
				(b)	16.93	2,935	3,082	3,237	3,399	3,568	3,746
<u>Category: Transportation (Cont'd)</u>											
	Mail Courier/Driver	433	28	(a)	16.07	2,786	2,924	3,072	3,225	3,385	3,555
				(b)	17.38	3,013	3,158	3,317	3,486	3,657	3,840
	Transportation Inspector	795	30	(a)	16.87	2,924	3,072	3,225	3,385	3,555	3,733
				(b)	18.22	3,158	3,317	3,486	3,657	3,840	4,032
	Delivery Truck Driver 1	804	28	(a)	16.07	2,786	2,924	3,072	3,225	3,385	3,555
				(b)	17.38	3,013	3,158	3,317	3,486	3,657	3,840
	Delivery Truck Driver 2	805	29	(a)	16.48	2,856	2,996	3,144	3,301	3,469	3,643
				(b)	17.78	3,082	3,287	3,399	3,568	3,746	3,936

FRINGE BENEFIT CONTRIBUTION 2011-2012

MEDICAL AND DENTAL INSURANCE, VISION CARE, PRESCRIPTION DRUGS

Employees who are hired or become qualified for Medical and Dental Insurance, Vision Care, and Prescription Drug insurance shall make an appointment to enroll for coverage within three days of eligibility (hire date or change of status date).

The employee shall make an appointment with the Benefits Technician at PUSD within 30 days of eligibility to enroll in Medical and Dental Insurance, Vision Care and Prescription Drug coverage.

Medical Insurance, Vision Care, and Prescription Drug Coverage Date

Employees shall be enrolled in the benefit program for Medical Insurance, Vision Care and Prescription Drug benefits the first day of the month following the month in which they became eligible. (E.g., if the employee becomes eligible any date from June 1 through June 30, benefits enrollment will be effective July 1.) The District shall make monthly contributions for three months before the employee's coverage becomes effective and the employee may use the benefits. (E.g., if the employee becomes eligible in June, payments shall be made for July, August and September. Coverage becomes effective October 1st.)

Delta Dental Care Effective Date

Delta Dental coverage becomes effective the first of the month following the month in which the employee becomes eligible. (E.g., if the employee becomes eligible any date from June 1 through June 30, dental coverage will be effective July 1st.)



Memorandum of Understanding
Pasadena Unified School District and
Teamsters Local 911
June 10, 2011

The Pasadena Unified School District (District) and Teamsters Local 911 (Teamsters), as the exclusive representative of District employees in the bargaining unit, hereby agree to the following terms and conditions as a side agreement to the current collective bargaining agreement (Agreement). The purpose of this Memorandum of Understanding (MOU) is to set forth the mutually agreed upon terms and conditions for a five (5) day furlough for all unit members during the 2011-12 school year.

1. The parties recognize the significant budget shortfall facing the District, and the parties are intent on cooperating in connection with cost saving measures, including these five (5) unpaid furlough days and corresponding wage reduction.
2. District and Teamsters agree that there shall be five (5) unpaid furlough days during the 2011-12 school year and that each unit member is required to take the five (5) furlough days after June 30, 2011 and before June 30, 2012.
3. To implement the corresponding wage reduction, the parties agree that each unit member's rate of pay, as set forth on the attached salary schedule(s), shall be decreased by approximately 1.42% per month over a 16 month period beginning with the July 1, 2011 payroll warrant and ending with the October 2012 payroll warrant. The monthly percentage reduction shall be higher for unit members hired after March 2010, who will also be furloughed for five days during the 2010-11 school year.
4. All furlough days are to be taken during the 2011-2012 school year, after June 30, 2011 and before June 30, 2012. Unit members shall request a furlough day(s) in advance and with the prior approval of the unit member's supervisor. The process for requesting and approving furlough days shall be similar to the process used for vacation days, sick leave/pnl. Furlough days shall be taken in not less than one (1) day increments. For unit members working in food services, furlough days shall only be taken during non-instructional days to be determined on the 2010-2011 calendar.
5. For unit members working in "site-based" food services, furlough days shall only be taken during non-instructional days to be determined on the 2011-2012 calendar. For unit members working in "non-site based" food services, furlough days shall be taken as prescribed in section four (4).

6. Notification to employees providing further explanation of implementation and logistical information shall be prepared by the District and sent to unit members in their July 2012 pay warrants.
7. The parties understand and agree that the reduction to the current salary schedule is temporary.
8. During the term of this agreement the District agrees to reopen Health and Welfare benefits on or before October 1, 2011 and on or before October 1, 2012 in order to negotiate over the increases in premiums and the District's annual fringe benefit contribution.
9. All provisions of the current collective bargaining agreement dated July 1, 2008 through June 30, 2011 shall be extended in full force and effect through October 31, 2012 including the provisions set forth in section 1 through 8 above.

Signed and dated this 17 day of June, 2011, by each party's duly authorized representatives.

Pasadena Unified School District

Teamsters

A handwritten signature in cursive script, appearing to read "Yolanda Mendez", written over a horizontal line.A handwritten signature in cursive script, appearing to read "My CBW, K", written over a horizontal line.

TENTATIVE AGREEMENT

Letter of Agreement



Between

Pasadena Unified School District and Teamsters Local 911

November 15, 2012

This agreement extends the current collective bargaining agreement between the parties due to expire on October 31, 2012 through October 31, 2015.

1. In exchange for no Reduction in Force notices through October 31, 2014, Teamsters shall take a reduced work year of 5 days. Current salary schedule with reduced work year shall stay in effect through February 28, 2014. Wage reduction will sunset March 1, 2014. A total of 5 days shall be taken off effective July 1, 2013 through June 30, 2014 based on previous practice.
2. If base revenue limit per ADA increases during the term of this agreement, then Salary and Furlough language may be reopened.
3. If any other Bargaining Unit receives a salary schedule compensation increase, then Salary and Furlough language may be reopened.
4. The parties agree to meet and discuss Bargaining unit vacancies at least quarterly.


Ray Whitmer, Secretary Treasurer
Yolanda Mendoza, Chief HR Officer
George Armanda, Chief Steward
Craig Walker, Custodial Steward
Erik Delgado, Grounds Steward
Wes Johnson, Trades Steward
Rita Ferguson, Food Service Steward