

# COLLECTIVE BARGAINING AGREEMENT



**Fresno Unified  
School District**

**Education Center  
2309 Tulare Street  
Fresno, California 93721-2287  
(559) 457-3000**



**Fresno Unified Classified  
Employees  
Service Employees  
International Union Local 521,  
CTW-CLC**

**5228 E. Pine Avenue  
Fresno, California 93727  
(559) 447-2560**

**Effective: July 1, 2022 to June 30, 2025**

# COLLECTIVE BARGAINING AGREEMENT

Between

FRESNO UNIFIED SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521, CTW/CLC  
JULY 1, 2022 TO JUNE 30, 2025



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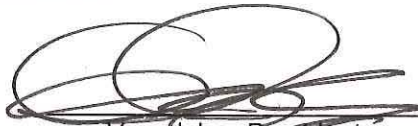
David Chavez  
Chief of Human Resources/Labor Relations



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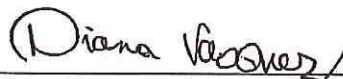
Paul Idsvoog  
Operations & Classified Labor Management Officer

## RATIFIED BY THE BOARD OF EDUCATION



Veva Islas, President  
Board of Education

## RATIFIED BY SERVICE EMPLOYEES INTERNATIONAL UNION Local 521, CTW/CLC



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Diana Vasquez, Internal Organizer  
Service Employees International Union, Local 521



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Debbie Acosta, Chapter President  
Service Employees International Union, Local 521

**FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

Veva Islas ..... President  
Susan Wittrup ..... Clerk  
Elizabeth Jonasson Rosas ..... Member  
Valerie F. Davis ..... Member  
Keshia Thomas ..... Member  
Andy Levine ..... Member  
Claudia Cazares ..... Member

**SUPERINTENDENT OF SCHOOLS  
Robert G. Nelson, Ed. D.**

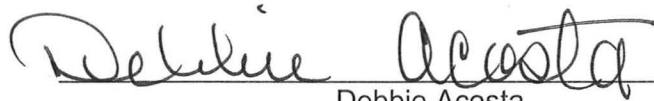
**FRESNO UNIFIED SCHOOL  
DISTRICT NEGOTIATING TEAM  
MEMBERS**

Patrick Jensen ..... Administrator  
Human Resources/Labor Relations  
Drone Jones ..... Maintenance Service Manager II  
Paul Rosencrans ..... Member  
Paul Idsvoog ..... Member  
Peter Schaffert ..... Attorney

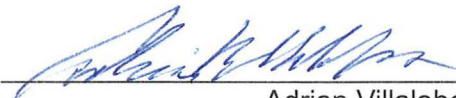
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW/CLC, LOCAL 521  
NEGOTIATING TEAM MEMBERS



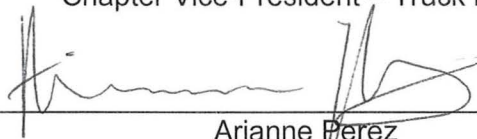
Diana Vasquez  
Internal Organizer  
Service Employees International Union Local 521



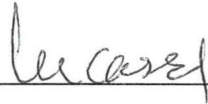
Debbie Acosta  
Chapter President – Pool Operator



Adrian Villalobos  
Chapter Vice-President – Truck Driver



Arianne Perez  
Team Member - Custodian



Lucas Cha,  
Team Member – Grounds Maintenance III



Matthew Rodriguez  
Team Member - Transportation



Luis Cervantes  
Team Member – Warehouse Driver

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## **ARTICLE 1 - AGREEMENT**

This is an Agreement made and entered into this 1st day of July 2022 between the FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, hereinafter referred to as "Union").

## **ARTICLE 2 – ANNUAL MEETING OF THE SERVICE EMPLOYEES INTERNATIONAL UNION AND THE FRESNO UNIFIED SCHOOL DISTRICT**

At least four (4) times each year the Superintendent and/or his representatives may meet with the Service Employees International Union's representatives to bring a closer understanding of the structure and functions of the District, and to acquaint the employee representatives with plans and progress of the District. During these meetings, the Union will inform the District of problems within the structure and progress or concerns in represented departments. The meetings may be waived upon mutual agreement of both parties.

## **ARTICLE 3 – SENIORITY**

### 1. SENIORITY DEFINED

- A. District seniority is established as of the initial date of employment with the Fresno Unified School District as a regular classified employee.
2. Departmental seniority is established as of the initial date of hire to a department.
3. Classification seniority is defined as the initial date of assignment to a classification.
4. Seniority List: The District shall maintain seniority lists, which will be provided to the Union regularly or upon request. In addition, employee seniority lists by department/site/classification will be updated and available in each department/site semi-annually.
5. Loss of Seniority: Seniority shall be terminated by:
  - A. Any of the above-defined types of seniority shall be broken and forfeited in the case of termination of employment for just cause or resignation, Interruptions of service at such time the employee is in a no-pay status, i.e., for reason of non-industrial medical leave, parental leave, Peace Corps leave, personal or family emergency leave, military leave or travel leave, will not be counted toward seniority credit. Seniority shall continue to accrue if an employee is on any leave, but is still in paid status, or in unpaid status for industrial medical leave. If an employee is reinstated after resignation or military leave under the provisions of Article 26, Reemployment, seniority shall revert back to the employee's original date of hire for vacation accrual purpose and wage tenure step purposes, but not for any other purposes.
  - B. Layoff without rehire in excess of thirty-nine (39) months.

## **ARTICLE 4 – CALIFORNIA STATE DISABILITY INSURANCE**

1. Pursuant to a majority vote of the unit requesting coverage under the California State Disability Insurance Program and at employee cost, the District will administer

the provisions thereof, and the Service Employees Unit will be allowed to participate in the California State Disability Program.

2. Coverage will be effective January 1, 1981. Also, in accordance with the provisions of the law, the bargaining unit assumes a commitment for coverage for the period January 1, 2016, through December 31, 2019.
3. In the event the bargaining unit should choose to terminate coverage after December 31, 2019, a written request to do so must be provided to the District no later than December 1, 2019. Failure to do so shall commit the bargaining unit to an additional period of coverage from January 1, 2020, through December 31, 2020. Thereafter, unless a written request is submitted no later than December 1, coverage would extend for the following calendar year.
4. Sick leave pay shall not effect and shall be supplementary to disability insurance benefits provided that the total amount of sick leave pay and disability insurance does not exceed the regular pay of the unit member for the pay period immediately preceding the disability period.
5. Unit members shall notify the State Disability Insurance Office that the disability check should be mailed to:

Fresno Unified  
School District  
Payroll Office  
2309 Tulare Street  
Fresno, California 93721

Upon receipt of the disability check by the District, appropriate computation will be made to credit sick leave, vacation, workers" compensation, etc.

6. The State Disability Insurance Office shall provide the District with the amount of disability insurance paid to unit members. In the event that the District does not receive the disability check as provided above in paragraph "5", the unit member's next pay warrant shall be docked for the amount of disability insurance received.

#### **ARTICLE 5 – COMPLAINT PROCEDURE**

1. A complaint is any allegation that a policy or administrative regulation of the District that is not included in contract has been violated, and the violation has adversely affected the bargaining unit member filing the complaint. The complaint must be filed on the appropriate form provided by the District.

These complaints shall be subject to the following process:

- A. Within twenty (20) working days after a complainant knew, or by reasonable diligence could have known, of the condition upon which the complaint is based, the complainant must present any complaint in writing to their supervisor. If the complaint involves the immediate supervisor, the complainant will present the complaint in writing to the next-in-line supervisor and may send a copy to Human Resources.
- B. The supervisor shall communicate the decision of the complainant in writing



within twenty (20) working days after receiving the complaint and has the right to request a personal conference with the complainant.

- C. In the event the complaint is not resolved at step one, the complainant may appeal their complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the twenty (20) days response period to the division head of the department.
  - D. The division head or their designee shall communicate their decision to the complainant within twenty (20) working days after receiving the complaint.
  - E. In the event the complaint is not resolved at the division head level, the complainant may appeal their complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the twenty (20) days response period to the Superintendent.
  - F. The Superintendent, or his designee, shall communicate his decision to the complainant within twenty (20) working days after receiving the complaint. This decision will be final.
2. The correct application of the Complaint Procedure may be grieved; however, the decisions or merits of any complaint are not subject to the Grievance Procedure Article in this contract.

#### **ARTICLE 6 – COMPLETION OF MEET AND NEGOTIATION**

- 1. During the term of this Agreement, the Union expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not 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 the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 2. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopener agreement and other provisions in this Agreement continue in full force and effect.

#### **ARTICLE 7 – CONCERTED ACTIVITIES**

- 1. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 2. The Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to

cease such action.

3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
4. 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.
5. Actions by the District taken under this Article shall be subject to the Grievance Procedure. In the event a grievance is filed, it must be limited to the question of whether or not this Article has been violated. Any grievance against this Article may be initiated by the Union at Level III.
6. Nothing in this Article shall be so construed as to prevent either party from seeking judicial relief by a court of competent jurisdiction.

### **ARTICLE 8 – DISTRICT RIGHTS**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine class size; determine the curriculum; build, move or modify facilities; establish budget procedure and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate, and discipline employees.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement.

### **ARTICLE 9 – DRUG AND SCHOOL TESTING PROCEDURES**

The District will adhere to drug and alcohol testing procedures as stipulated in Administrative Regulation 4212.42.

Any member with a commercial license called in for random testing, must adhere to the requirements for employees in Title 49, Code of Federal Regulations, Part 40, Section 40.191, including but not limited to the requirement to remain at the testing site until the testing process is complete.

Upon being notified by a Supervisor prior to testing, an employee shall be asked if a specimen can be given prior to checking in with the testing Consortium. If not, specimen can be given at that time, the employee shall report back to the office for testing immediately following the (AM) route.

- If a driver checks in with the testing agent, the driver will not be allowed to leave the testing site.
- If a driver starts the testing process and is unable to give a full specimen, the driver must remain at the testing site until a full specimen can be given unless federal regulations dictate otherwise.
- If a driver is listed on the random testing roster but is absent on that day. Upon the driver's return the driver will be taken to a testing facility to have the test or test rendered.
- If a driver leaves the testing site for any reason or refuses any portion of the testing. The test will be considered a refusal by the Title 49 standards, resulting in an automatic failure/positive test and revocation of the driver's license and/or certificate.
- It is mandated that the Fresno Unified Transportation Department, give written notification to the Department of Motor Vehicles within five (5) days of any refusal or positive test results.
- Employees will be given thirty minutes (30) each way to go to and from the testing centers. All testing will be conducted during the employee's work hours.
- If an employee does not have personal means of transportation to a testing center, the District will provide that said employee either (a) a School vehicle or (b) will be transported by their supervisor to the testing center.
- All transportation of personal vehicle use will adhere to the MOU Article 11, section 4.

If an employee's job description does not require a commercial license, they shall not be on the Fresno Unified School District's random testing list as related to this Article.

#### **ARTICLE 10 – EDUCATION INCENTIVE**

1. A voluntary Professional Growth Program has been developed for unit members and is designed to give classified personnel incentive to improve skills within the job classification held, to encourage employees to contribute more to the educational program of the schools and to improve work performance.
2. Increment units may be earned in the following types of professional growth activities:
  - 1) University or college credits
  - 2) Adult School classes
  - 3) Institutes, lectures, seminars and workshops
  - 4) In-service training

3. A professional growth award will represent completion of fifteen (15) semester units or equivalent increment points. A professional growth award shall increase the classified employee's basic salary by one hundred dollars (\$100) per year. Eligible unit members who are employed less than full time and/or less than twelve (12) calendar months a fiscal year shall be paid a professional increment for which they qualify in such proportion as the time served bears to eight (8) hours a day and forty (40) hours a week and/or twelve (12) calendar months a year.
4. Short term, temporary, substitute and probationary employees are excluded from this program.
5. Additional and more detailed information pertaining to the Professional Growth Program may be obtained by contacting the Division of Human Resources/Labor Relations.

### **ARTICLE 11 – EMPLOYEE EXPENSES AND MATERIALS**

**Uniforms:** The District shall pay the full cost of the purchase, lease, rental, and maintenance of uniforms, equipment, identification badges, emblems and cards as required by the District to be worn or used by the bargaining unit employees. District uniforms will be optional for custodians and bus drivers. If these employees choose not to wear uniforms, custodial staff, and bus drivers shall wear a safety vest and their badge. The District will offer the option of gender-specific uniforms when requested.

Employees shall be required to wear the District-provided uniforms and/or District provided safety vests and identification badges during working hours. Custodians and bus drivers not wearing uniforms shall wear a polo, button-up shirt, school site logo shirt, long pants or knee-length shorts, and closed-toed shoes.

Grounds, truck drivers and warehouse only shall receive an initial outfitting of one (1) jacket (heavyweight) or one (1) jacket (lightweight).

Grounds, Truck Drivers, and Warehouse will be given an option of a Boot Allowance in the amount of \$250 per year. The District shall establish purchase orders with a minimum of two vendors to be utilized between July 1, and September 1 of each year. Employees will be provided an annual voucher to purchase safety footwear which is required to be worn during duty time. The District shall provide no more than one voucher of \$250 per year for the purchase of appropriate oil and slip resistant, non-marking footwear. Safety footwear is intended to protect the employee from specific types of injury to the ankle, foot or toes. Safety footwear may include (but is not required) to have a steel toe or shank.

1. **Alternative Attire:** An alternative shirt and long pant may be worn on Fridays. The shirt will consist of a common style and color and display a District logo or assigned site/school logo. Choice of long pants or District approved shorts of dark/neutral color may be worn. All alternative uniforms will be purchased at employee's expense.
2. **Identification Badges:** The District shall pay the cost of identification badges required by the District to be worn or used by bargaining unit employees. The District will pay for replacement cost for normal wear and

tear of badges upon surrender.

3. **Mileage Allowance:** Unit members, who are required to use their personal automobile in order to carry out their regular assigned duties, or for other District- approval travel, shall be reimbursed at the IRS allowable rate. This rate shall be automatically adjusted to the IRS allowable rate.
  - A. "Regularly-assigned duties" travel shall include:
    - 1) Travel between work sites for unit members whose regular assignments specifically require such travel.
    - 2) Travel by unit members whose assigned duties specifically involve transporting of supplies or equipment.
    - 3) Travel for transportation to and from Drug Testing Centers if not conducted on site.

The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. However, prior to making the changes, the District will notify the Union of the proposed changes.

4. **Tools:** Fresno Unified agrees to provide, and maintain all tools, equipment and supplies required by FUSD for bargaining unit employees for the performance of employment duties.
  - A. Any employee required to use a computer to complete a task at the employee's site, shall be allowed access to a computer and be trained on the computer and software used by the District.
  - B. Grounds employees may be provided a cell phone by their department to be able to communicate with management as needed, while out on assignment. Grounds employees may use their personal cell phone, but must add any application required by the District on their personal cell phone. If the department for whatever reason cannot get in contact via Grounds employees' personal cell phones then the Grounds employees shall use a District cell phone and keep them powered on during their working hours. Use of District issued cell phones shall comply with the District's Acceptable Use of Technology Policy.

#### **ARTICLE 12 – EMPLOYEE ORGANIZATION RIGHTS**

1. All Union business, formal discussions and activities will be conducted by unit members or Union officials outside established work hours and will be conducted in places other than District property, with the following exceptions:
  - A. Designated representatives/Stewards of the Union shall have the right of access at reasonable times with clearance from department head or the Associate Superintendent, Division of Human Resources/Labor Relations, to areas in which employees work

for the purposes of representing bargaining unit members on grievance and matters relating thereto and shall check in at the school site office consistent with Board Policy. Other Union business/activities shall be conducted outside established work hours or during employee's designated rest periods, breaks or lunch periods.

B. The Union and its members shall have the right to reasonable use, without charge, of institutional equipment, facilities and buildings for the purpose of processing grievances and other lawful business of the organization subject to the following conditions.

- 1) An authorized Union representative/Steward obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.
- 2) The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Union representative.
- 3) The Union pays in advance a reasonable fee for expenses related to utilities, security, cleanup and any unusual wear or damage.

2. **Bulletin Boards:** At each District location. The Union shall have the right to use without charge a bulletin board, or portion thereof, Union member mailboxes and the District mail system for the posting and transmission of information and notices concerning union matters.

- A. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union.
- B. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distributions.
- C. The Union will not post or distribute information without providing the District's Office of Labor Relations with copies of said information.

3. **Release Time:** A reasonable number of union representatives/Stewards shall have the right to receive reasonable periods of release time without loss of compensation when serving on joint committees or other committees at the request of the District. The District may deny requests for release time where necessary to ensure operational continuity (as referenced in Section 3 A.4.).

- A. Reasonable release time shall be subject to the following conditions:
  - 1) The Union shall be provided an account of fifty (50) working

days per fiscal year (July 1 to June 30) to conduct Union business.

- 2) At least forty-eight (48) hours prior to release from duties when practical for a purpose enumerated in this section, the designated representative shall inform employee's immediate supervisor in order that an adequate substitute may be obtained if such is necessary. This notification requirement shall be waived if representation is needed in case of emergency. This section also applies to release time for negotiations and grievance processing.
- 3) The record of the time expended by the Union pursuant to this section shall be maintained by the District office, and the Union shall be notified when the total allowance has been expended. This section also applies to release time for negotiations and grievance processing.
- 4) If a meeting is mutually agreed to with the District and the Union Steward during the Steward's work shift, that time will be paid for by the District and shall not count towards the release time as stated in section one (1) above.

Whenever a bargaining unit employee requests a Stewards presence at an Informal or level I grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 48 hours in advance when practical. The Steward will notify employee's supervisor of such meeting and arrange employee's release to attend pursuant to section 3 A 2. Should the supervisor determine that releasing the steward is not possible; the steward will reschedule the meeting or choose an alternate steward to attend. The District shall not unreasonably deny the release of stewards to conduct their duties under this provision.

- 5) When attending joint Labor Management Meetings, Interview meetings, JMBH meetings, or other meetings covered by the Collective Bargaining Agreement that require the presence of a Union Steward during the Steward's work shift, that time will be paid for by the District and shall not count towards the release time as stated in section one (1) above.
4. **President's Leave of Absence:** The Board of Education may grant a leave of absence to the president of the Union during their term in office similar to the provisions provided for certificated personnel covered by Section 22723 of the California Education Code. This leave shall not be District-paid; the Union is to pay all salary, retirement and fringe benefits due according to contract and law.
  5. **Union Stewards:**
    - A. The Union shall be permitted to designate a reasonable number of union stewards. The functions of the Union Steward include the authority to 1) Work in

collaboration with the District to settle or assist in settling disputes of the Negotiated Agreement, 2) To resolve grievances at Level 1, 2, or 3 of the grievance procedure and 3) To serve as a Union Representative for Labor Management meetings and disciplinary meetings. The Union shall submit to the District a list of Union Stewards after their designation and shall notify the District of changes as they occur. The union shall designate one steward as Chief Steward. Prior to the District receipt of such Union designation, the District is not obligated to recognize a Union Steward under this article. The Union shall also be permitted to post the names of employees serving as Union stewards on the employees' bulletin boards.

- B. No union steward shall be harassed, intimidated, transferred or discriminated against for any legal and appropriate Union activities. Union Stewards shall perform their functions or union related activities on their own time except as provided for in Section 3, paragraph 1, 4, or 5 of "Release Time".
- C. Each union steward shall have at their school/work site a school district mailbox with their name on it where mail sent through the District mail will be placed. At each school/work site with a union steward, the school secretary will be instructed to take phone messages and place them in the steward's box.

6. **Labor/Management Meetings:** The Union and the District agree to meet every month with the Human Resource Administrator and the Department Managers. The Union representative may bring up to three (3) members to the meeting to discuss issues and concerns relating to each department. Meetings shall include an agenda and an agreed upon response time to the issues being discussed. These meetings may be waived by mutual consent.
7. **Right to Information:** The District shall furnish the Union such information as is necessary and relevant to allow the Union to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Union. If such information requires personnel or materials costs beyond what is readily available, the cost will be documented, and the Union may be billed by the District.
8. **Union Paid Representative Leave of Absence:** The Union may request a reasonable number of employees, a leave of absence without loss of compensation or other benefits for the purpose of serving as stewards or officers of the Union. Compensation during the leave shall include retirement fund contributions, and the employee shall earn full-service credit during the leave of absence and shall pay his or her member contributions for retirement. The leave shall include, but is not limited to, full-time, part time, or periodic absence for purposes of fulfillment of the duties of an officer or steward. At the conclusion of the leave, the officer or steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority. The District may deny requests for leaves of absence where necessary to ensure operational continuity.

Following the completion of the leave of absence the District shall provide the Union with certification of payment of compensation to the employee. The Union shall



reimburse the District for this compensation no later than thirty (30) days from receipt of the certification of payment. The leave of absence, without loss of compensation or other benefits provided for by this section, is in addition to any release time currently granted to representatives of the Union under the law or this MOU.

The Union has no obligation to use leave under this section for an employee and may terminate that leave any time and for any reason. The District shall not be liable for any act, omission, or injury suffered by any employee of the District if that act, omission or injury occurs during the course and scope of the employee's lost time work for the Union. To the extent that the District nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless the District.

9. **New Employee Orientation:** The District will provide to the Union within ten (10) calendar days' advanced notice of the District's New Employee Orientation (NEO) unless there is an unforeseeable, urgent need requiring a shorter notice time frame, along with a list of employees represented by SEIU attending the NEO. The District will provide release time for one (1) steward designated by SEIU, Local 521, including travel time to participate in the District New Employee Orientation provided the orientation is during the employee's normally scheduled hours. The Union agrees to not disparage the District during these sessions. The District shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

The District will provide the Union a space to present to SEIU, Local 521 members not to exceed thirty (30) minutes. The Union agrees to give the District copies of the materials to be used in the session.

In accordance with AB119, the District shall provide to the Union, within thirty (30) days of hire date, electronic notification of the name, job title, department, work location, work, home and cell phone numbers, home address, and personal e-mail addresses of any newly hired employee in a classification represented by this unit, if provided by the employee.

Once every one-hundred-twenty (120) days, the District will provide to SEIU electronic notification to include: employee's name, classification, and department, work location and work phone number. The District will also include home address, home and cell phone number, and personal electronic e-mail address, if existing within the District Human Resources database system for bargaining unit members as required by law.

### **ARTICLE 13 – EMPLOYEE RIGHTS**

The District and the Union recognize the rights of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

No employee covered by this Agreement shall in any way suffer reprisals for any

such organizational activities, such as the participation in the processing of any grievance.

No employee covered by this Agreement shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

1. **Union Representation:** An employee who is subject to an investigatory interview which the employee reasonably believes might lead to their being disciplined shall be allowed the right to be accompanied by a Union Steward or Internal Worksite Organizer in such interview. The Union and the District shall take reasonable steps to inform employees of this right and advise the employees of their Weingarten Rights. The District shall offer an employee prior to a meeting in which the District plans to issue discipline to the employee the opportunity to be accompanied by a Union Steward or Internal Worksite Organizer if one is reasonably available; provided, however, no claim by an employee or by the Union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.
2. **Personnel Files:** The personnel file of each employee shall be maintained at the Division of Human Resources/Labor Relations.
  - A. The person or persons who draft and/or place material relevant to the assessment of performance in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
  - B. Access to personnel files shall be limited to the members of management on a regular need-to-know basis. Board of Education members may request the review of an employee's file at a personnel session of the Board of Education or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation, or as evidence, in an administrative or judicial proceeding.
  - C. A union Internal Worksite Organizer/union steward shall be present as an observer at any promotion panel and coordinated in advance with the District.
  - D. In the event derogatory charges against an employee are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
  - E. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. This shall include evaluations, competency review forms, memos, quality control reports, or any

other material considered to be of derogatory nature. The employee shall be obligated to attend a conference called for such purpose by an administrator having line authority over such employee. The employee shall have the right to representation during such conference. The employee shall acknowledge having received a copy of their personal retention by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix their signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator in charge of the safekeeping of the file. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, but not during employee duty time. Any and all bargaining unit employees may enter into their personnel records of any commendations or awards reflecting their outstanding job performance as a District employee.

- F. Each employee shall have the right to review the contents of their own personnel files. A representative of the employee's choosing may accompany the employee in this review. The employee's representative may review the employee's personnel file in the absence of the employee, provided that the employee has authorized, in writing, the review and provided that such authorization is given to the administrator or designee responsible for the safe keeping of the file. Photocopies of documents shall be provided to the employee or the employee's representative for an amount equal to the cost of reproduction. The employee's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.
- G. Information of a derogatory nature, other than the evaluation document, will be placed in the employee's confidential file at the end of two years if there have been no other similar infractions during that time. The confidential file shall be accessible only to the Administrator of Human Resources and any appropriate administrator on a need-to-know basis, unless said file is subpoenaed.

**3. Informal Personnel Sessions:**

- A. Employees may request an informal personnel session with their immediate superiors, department heads and District Administration and Management, with a Union representative/union steward present. These sessions are excluded from the Grievance Procedure as provided for in the Agreement.
- B. Informal personnel sessions may be used to discuss such problems as morale and employee dissatisfaction and discuss

suggestions from the employee in ways to improve department operation.

4. **Discipline/Dismissal Hearing:** Dismissal Hearings will be provided as outlined in the District's Board Policy and Administrative Regulations No. 4218.

5. **Due Process & Discipline:**

A. Termination of Probationary Employment

1) Unit members newly hired for regular positions in the Union shall be considered probationary employees until they have satisfactorily completed six months or 130 days service, whichever is longer, of probationary service. Probationary employees shall receive two (2) performance evaluations, one (1) at three (3) months and the second one at the fifth (5<sup>th</sup>) month, but the District retains the right to release an employee during the probationary period.

2) At any time prior to the expiration of the probationary period the Superintendent or designee may, at its discretion, dismiss a probationary unit member from District employment. A probationary unit member shall not be entitled to a hearing.

B. For Cause: The District may only discipline or terminate an employee for cause.

C. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent unit member:

1) Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

2) Incompetency.

3) Inefficiency.

4) Neglect of duty.

5) Insubordination.

6) Dishonesty.

7) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon employees associated with the employee.

- 8) Unlawfully possessing or being under the influence of a controlled substance at work or away from work or furnishing a controlled substance to a minor.
- 9) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 10) Absence without leave.
- 11) Immoral conduct.
- 12) Discourteous treatment of the public, students, or other employees.
- 13) Improper political activity.
- 14) Willful disobedience.
- 15) Misuse of District property.
- 16) Violation of District, Board of departmental rule, policy, or procedure.
- 17) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of the position.
- 18) Refusal to take and subscribe any oath or affirmation which is required by law in connection with the employees employment.
- 19) Any mental or physical disability which substantially limits one of life's major functions and precludes the unit member from performing the essential functions of their position with or without reasonable accommodation.
- 20) Unlawful discrimination, including harassment, on the basis of sex, age over 40, race, color, pregnancy (including childbirth and breastfeeding), national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion (including religious dress and grooming practices), gender identity/expression, genetic predisposition, military and veteran status, or any other basis prescribed by federal or state law.
- 21) Unlawful retaliation against any other District officer or

employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

22) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or the employee's employment.

a. Except as defined in paragraph "19." above, no disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member would have disclosed the facts to the District.

D. Informal Corrective Action: The parties agree that informal documentation and corrective steps shall be used prior to implementation of progressive discipline and these documents will be maintained at the site/department. The following informal steps will be used:

- First occurrence – verbal conversation,
- Second occurrence – Letter of summary,
- Third occurrence – Letter of concern.

E. Progressive Discipline: Unless circumstances warrant more severe actions, the District will utilize a system of progressive discipline. Progressive steps shall include:

- Step 1: verbal counseling,
- Step 2: written counseling,
- Step 3: disciplinary suspension without pay,
- Step 4: termination of employment.

Nothing in this Article shall preclude full or partial bypass of any steps based on the District's determination of the severity of misconduct.

F. Investigatory Suspension: No employee will be held in unpaid investigatory suspension to include all benefits, vacation and sick leave accruals and all other fringe benefits employees earn on worked hours.

G. Upon a unit member's request, the employee is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action.

H. Initiation and Notification of Charges: The District Superintendent or designee may initiate a disciplinary action as defined herein against a permanent unit member.

1) In all cases involving a disciplinary action, the person initiating said action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, at the unit member's last known address. The recommendation shall include:

a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

b. A statement of the cause or causes therefor as set forth above.

c. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.

d. A statement of the unit member's right to appeal the recommendation and the manner and time within which their appeal must be filed.

e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

J. Informal Conference: The purpose of the informal conference is to review the notification of charges to allow the unit member to respond to each charge and incident.

1) The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference shall be conducted on the date stated on the original notification of charges provided to the unit member, unless a change is mutually agreed to by the Associate Superintendent, Human Resources, or designee and the unit member. The Associate Superintendent, Human Resources or designee will serve as the administrator responsible for conducting the conference. During the conference, the unit member may be represented by a person of their choice.

2) The Associate Superintendent or designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and

the charges and incidents upon which such disciplinary action is recommended.

- 3) The Associate Superintendent, Human Resources may accept, modify or reject the Notification of Disciplinary Action and Charges prior to forwarding the recommendation to the Board.

K. Employment Status Pending Appeal or Waiver: Except as provided herein, any unit member against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending the employees' appeal or waiver thereof.

- 1) In cases where the Superintendent or designee has determined that a permanent unit member should be dismissed and that continuation of the unit member in active duty status after a written recommendation of such disciplinary action has been issued would result in an unreasonable risk of harm to self, student, staff, or property during the time the proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from the employees' duties without pay in conjunction with the recommendation of disciplinary action. Such suspension order shall be in writing and shall include a statement setting forth the reasons why such suspensions deemed necessary. Any such suspension order shall be served upon the unit member whether personally or by registered mail or certified mail, return receipt requested, immediately after issuance.

- 2) Except in cases of emergency where the unit member must be removed from the premises immediately, at least five calendar days prior to the effective date of any order of suspension without pay issued in conjunction with any recommendation of disciplinary action involving dismissal, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of disciplinary action of dismissal. The written notice shall include notice that immediate suspension without pay is being considered, the reasons for the proposed dismissal action and for the proposed immediate suspension without pay, materials upon which the proposed action is based, and the right to respond whether orally or in writing to the Superintendent or designee prior to the issuance of the final recommendation and order.

L. Time Limit of Suspension: Any suspensions (except a suspension imposed under "D" above) invoked under these rules against any one person in the classified service for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; provided, however, this time limitation is inapplicable to cases in



which disciplinary action of dismissal is modified by the Board to a suspension.

M. Right to Appeal: The unit member may, within (5) five business days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.

1) If the unit member against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived their right to appeal, and the Board may order the recommended disciplinary action into effect immediately.

N. Amended/Supplemental Charges: At any time before a unit member's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the unit member and file with the Board an amended or supplemental recommendation of disciplinary action.

1) If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare their defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

O. Hearing Procedures

1) The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board of hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and have counsel and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled, "Administrative Adjudication" commencing at Section 11500

of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

- 2) All hearings shall be heard by a hearing officer except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended disciplinary action.
- 3) If the appeal is heard by a hearing officer, the employee shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
  - a. Adopt the proposed decision in its entirety.
  - b. Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.
  - c. Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
  - d. Reject the proposed decision in its entirety.
- 4) If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, the employee shall prepare a proposed decision as provided in section 3c above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten days after the proposed decision is filed by the Board.
- 5) In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or

the hearing officer may consider the records of any prior disciplinary action was ultimately sustained and any records contained in the unit member's disciplinary files if such records were introduced into evidence at the hearing.

P. Hearing Decision: The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

1) The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and the employee shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or their designated representative personally or by registered mail. The decision of the Board shall be final.

Q. Compulsory Dismissal: The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 4401. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted, or charges dismissed, except as otherwise provided below, the unit member may be reemployed by the District, although reemployment is not a guarantee. (Education Code 45123).

1) The District reserves the right to dismiss a unit member for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended by the Board and upheld, a unit member will not be reemployed nor compensated for the time the employee was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if the employee is ultimately dismissed for the acts upon which the original charges were based.

#### **ARTICLE 14 – PROFESSIONAL LEARNING AND EVALUATION**

1. All classified employees/unit members are encouraged to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice for career planning. All employees are also encouraged to create a Professional Learning Plan (PLP), based on self-reflection as well as feedback from District co-workers, peers, and/or their supervisor.
2. Permanent employees shall have a performance evaluation on a biannual basis. A performance evaluation may be made more frequently if deemed

advisable by the administrative officer.

3. Unit members newly hired for regular positions in the District shall be considered probationary employees until they have satisfactorily completed one year of probationary service. Probationary employees shall be evaluated in their third (3<sup>rd</sup>) month and fifth (5<sup>th</sup>) month.
4. Prior to a negative evaluation of a permanent employee, the supervisor and/or administrative officer shall meet with the employee to discuss specific performance problems and/or concerns. A written plan with recommendations for improvement will be given to the permanent employee prior to the negative evaluation.

Absent unusual circumstances the employee shall be given a period of no less than thirty (30) working days to improve their performance. Also, the employee shall have the right to respond in writing to the recommendations.

The employee has the right to union representation for this meeting if requested. Any negative evaluation shall include a written explanation of the reasons, therefore. The employee shall have the right to respond in writing to the evaluation. A negative evaluation is a "Requires Improvement" or "Unsatisfactory." In order for an employee to receive "Requires Improvement" or "Unsatisfactory" on the evaluation, the following conditions will be met:

Meeting the standards of expectations as used in this Agreement shall be defined as not having needs to improve on their most recent evaluation.

- A. Except in those cases where disciplinary action has been taken, as defined in Board Policy, progressive discipline will be implemented when appropriate, but prior to the evaluation in order to be included in the evaluation process.
  - 1) Any documentation, (e.g., e-mails, memorandums, notes, etc.) referring to an employee will be completely reviewed with the employee and the author before it is placed in an employee's personnel file and will contain the following language:

"This document will be placed in your personnel file. You have ten (10) working days from receipt of this document to respond in writing. Your response will be attached to the original document and placed in your personnel file."
  - 2) Two Memorandums/Letters and incidents will have occurred in the period that is covered in the evaluation, but such period will not be over one year long. There must be two written documentation on an evaluation marked "Requires Improvement" or "Unsatisfactory".

- 3) There is only one personnel file, which is kept in the Division of Human Resources/Labor Relations Office.
- 4) Signing the evaluation form is acknowledgement that the employee has received a copy of the document. The signature does not constitute agreement with the consent.
- 5) One copy of the evaluation will be given to the employee; another will be placed in the employee's permanent personnel records.
- 6) If an employee received a negative evaluation, a work plan must be developed and jointly agreed upon by the supervisor and employee and implemented within 20 workdays to specifically identify the necessary improvements to include goals and objectives. If no plan is agreed upon, the employee may request Union representation to resolve the issue.
- 7) If an employee has received a negative evaluation, the employee shall be reevaluated at their request after six (6) months.

#### **ARTICLE 15 – GRIEVANCE PROCEDURE**

1. **Definitions:**

- A. A "grievance is a formal, written allegation by a unit member or the Union that there has been a violation, misapplication, or misinterpretation of the provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.
- B. A "grievant" may be any one of the following:
  - 1) Any classified, non-management employee of the District covered by the terms of this Agreement.
  - 2) The Union, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.
- C. A "day" is any day in which the District Administration Center is open for business with the exception of those days during winter vacation and spring vacation.
- D. The "immediate supervisor" is the lowest level administrative having immediate jurisdiction over the

grievant who has been designated to adjust grievances.

2. **Fundamentals:**

- A. Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without Union intervention and/or representation, in an attempt to resolve the matter informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur but are not required.
- B. Grievants shall have the right to the presence of a Union representative at all steps, at all conferences, and during any and all discussions and/or proceedings, formal or informal, concerned with proceeding, or adjusting the grievance.
- C. Neither party shall attempt to isolate the grievant in order to influence an adjustment of the grievance.
- D. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure without Union intervention, provided that the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Bargaining unit members may individually present grievances to the District for processing. If the grievant desires a representative to help resolve the grievance at any level, said representative shall be designated by the exclusive representative for that purpose.
- E. It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.
- F. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution.
- G. It is mutually understood and agreed that the management persons responsible for considering grievances are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the even no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified timelines.

3. **Informal Level:**

Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with the employee's immediate supervisor whenever possible.

4. **Formal Level:**

- A. **Level I:** Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days of the time the grievant could reasonably have known of the occurrence of the act or omission, the grievant or their representative must present the grievance in writing on the appropriate form to the employee's immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference and the specific remedy sought.

- 1) Within ten (10) working days after receiving the grievance, the supervisor and the grievant shall schedule a time to meet and discuss the grievance. The supervisor shall communicate their decision to the employee and the Union in writing within ten (10) days after the meeting. If the supervisor does not respond within the time limits, the grievant or the grievant's representative may appeal the next level.
  - 2) Within the above time limits, a personal conference will be held at the request of either party.
- B. **Level II:** In the event the grievant is not satisfied with the decision at Level I, the grievant or the grievant's representative may appeal the decision on the appropriate form to the appropriate Assistant Superintendent, Operational Services or designee, within ten (10) days.
- 1) This statement must include a copy of the original grievance, the decision rendered, a clear, concise statement of the reasons for the appeal.
  - 2) Within ten (10) working days after receiving the grievance, the Chief, Operational Services or designee and the grievant shall schedule a time to meet and discuss the grievance. The Chief, Operational Services' designee decision shall be communicated to the employee and the Union in writing within ten (10) working days after the meeting. If the Chief, Operational Services' or designee, does not respond within the time limits, the grievant or the representative may appeal to the next level.
- C. **Level III:** If the grievant or grievant's representative is not satisfied with the decision at Level II, the grievant or grievant's representative may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations or designee.
- 1) This statement **must** include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

- 2) Within ten (10) working days after receiving the grievance, the Administrator, Labor Relations, or designee and the grievant shall schedule a time to meet and discuss the grievance. The Administrator, Labor Relations, or designee shall be communicated the decision to the grievant and the Union within ten (10) working days of the meeting.
- D. **Level IV:** If the Union is not satisfied with the decision at Level III, the Union may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute.
- 1) The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin.
  - 2) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
  - 3) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.
  - 4) The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement.
  - 5) Issues arising out of the exercise by the Board and administration of its responsibilities under the District Rights Article of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.
  - 6) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties' findings and award, which shall be final and binding.
5. Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.
  6. In the event the Union grieves any of the following articles: Agreement,



Recognition, Employee Organization Rights, Grievance Procedure, Completion of Meet and Negotiation, Payroll Deductions, Concerted Activities and Savings Provision, the Grievance Procedure shall start at Level III, with fifteen (15) days allowed for the Administrator, Labor Relations, or designee to render a decision.

### **ARTICLE 16 – HOLIDAYS**

1. **Scheduled Holidays:** The District agrees to provide all employees in the Operations Unit with the following paid holidays:

Effective starting the 2022-2023 school year, add Juneteenth to the list of Scheduled Holidays.

**New Year's Day**  
**Martin Luther King Day**  
**Lincoln's Birthday**  
**Washington's Birthday**  
**Spring Vacation Day**  
**Juneteenth Day**  
**Independence Day**

**Labor Day**  
**\* Admission Day**  
**Veteran's Day**  
**Thanksgiving Day –**  
*(The Thursday proclaimed by the President and the following Friday)*  
**Christmas Eve**  
**Christmas Day**

**\*NOTE:** School-day-only employees who work Admission Day will be granted one (1) additional day of pay, and that will be provided in their monthly salary computation. All others will have half of Admission Day added to the spring vacation and one-half day added to the Christmas Eve holiday, making them full-day holidays.

2. **Cesar Chavez:** A floating holiday in memory of Cesar Chavez will be provided to bargaining unit members to be taken with ten business days of advance notice prior to June 30 of each year and will not be unreasonably denied. The floating holiday will be discontinued if a scheduled holiday for Cesar Chavez is instituted. All employees that do not utilize the floating holiday by June 30<sup>th</sup> of each fiscal year will be compensated at the same rate for the floating holiday.
3. **Additional Holidays:** Every day declared by the President or Government of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37220 or its successor shall be a paid holiday for all employees in the bargaining unit only if schools in the District are closed on the stipulated day.
4. **Holidays on Saturday or Sunday:** When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.
5. **Teacher Training Day:** Within the employee's duty year, any day granted as a teacher training day, teacher institute, or teacher-parent conference day, by whatever name for whatever purpose, is a regular workday for said classified employees.

6. **Holiday Eligibility:** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays, December 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

#### **ARTICLE 17 – HOURS**

1. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. Employees shall receive as much time as possible but at least a two-week notice of any change in starting and/or quitting times or workdays, unless unexpected circumstances require such change, or it is mutually agreed to between the District and the employee/Union. The scheduling of the hours and the workdays shall be at the sole discretion of the District management. Prior to the mandatory changing of hours/days the District may offer the new scheduled changes to volunteers first. In the event the need is not filled by volunteers, the District may implement the necessary changes by assigning the least senior employee in the department/site to cover the change in scheduling.
2. Notwithstanding the first and seventh paragraphs of this article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
3. All unit members who have a duty day of six (6) hours or more shall be entitled to a duty-free lunch period of thirty (30) minutes per day. If an employee is called back during lunch, employee and Site Administrator or designee shall jointly decide how to attain the time lost (i.e. Regular Pay or Overtime Pay, or Comp Time).
4. The scheduling of workdays shall be as established by the District.
5. **Holiday Eligibility:** All unit members shall be entitled to the paid holidays as listed in Article 16, Holidays, provided the unit members are in paid status during the working day immediately preceding or the working day succeeding the holiday.
  - A. Regular unit members, who are not normally assigned to duty during the holidays of December 25 and January 1, shall be paid for those (2) holidays provided that they were in paid status during the workday of their normal assignment immediately

preceding or succeeding the holiday period.

- B. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holidays, they shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday, at the rate of time-and-one-half (1½) their regular pay.
6. **Rest Period:** All full-time bargaining unit member will be granted a paid rest period of fifteen (15) minutes after the second (2<sup>nd</sup>) and sixth (6<sup>th</sup>) hours of work as scheduled by the District. In addition to rest periods, all full-time bargaining unit members will be granted an unpaid duty-free lunch period of thirty (30) minutes by the 5<sup>th</sup> hour of work as scheduled by the District.
7. **Overtime:**
- A. The District will provide compensation or compensatory time off for overtime. The rate of pay or the number of compensatory hours off will be equal to one-and-one-half (1½) times the regular rate of pay for the number of hours worked for the unit member designated by the District and authorized to perform overtime. When the method of compensatory time off is used as an alternative to overtime compensation, it will be reflected on the employee's payroll check or another method such as Lawson that allows review of usage, accumulation, and distribution of the hours. The current site form used to request vacation hours will be amended to reflect the option of compensatory time for tracking purposes. Upon termination or resignation from the District, any accrued compensatory time will be paid to the employee at the appropriate rate it was accumulated in the same manner as vacation hours.
  - B. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit member whose regular workday is less than eight (8) hours, or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leave of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District Management.

The District and the Union recognizes that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where an internal or external emergency declared by state,

local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to natural disasters, situations of mass casualties or an internal emergency endangering students or employees such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event that would result in the safety of students or employees injured.

The allocation of planned overtime shall be distributed by seniority at each site/department on a rotating basis. Permanent and Probationary District employees will be offered overtime work before substitutes or extra help with equity among permanent and probationary District employees before substitutes or extra help. Each site/department shall post the seniority list which will also list who worked the overtime and who rejected the extra work. This list shall include the date(s) and hour worked and will also show who is next on the overtime list. The site/department will maintain an availability list and will attempt to cover any additional hours from such list, subject to competency, in accordance with the steps below. Regular Full-time Employees will be placed on the availability list to be selected in seniority order using their date of hire within the site/department. Part-time Employees will be placed on the availability list after all Regular Full-time.

- C. Availability List: The worksite/classification specific volunteer availability list will be posted and maintained by employees in the school/worksite or the managing office, whichever is appropriate. Employees will be responsible to maintain the accuracy of their availability and desire to be considered for additional hours.
- D. Straight Time: Additional hours shall first be offered on a rotational basis beginning with the most senior employee from the volunteer availability list who has the necessary competency and whose acceptance of such additional hours will not result in overtime. Straight time hours will be distributed starting with the senior-most volunteer and continue down the seniority list, so that no employee works more than one additional shift without all employees on the list offered the opportunity to work an additional shift. If the senior-most competent volunteer is not available, the Employer will proceed down the list in seniority order until the additional straight time hours are covered.
- E. Overtime: If the Employer is unable to cover the additional hours without incurring overtime, then such additional overtime hours will be offered on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency. If the senior-most competent volunteer is not

available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.

**\*\*Transportation will follow the process defined below.**

Transportation will distribute overtime with the following language:

F. Scheduled/Predictable Overtime: For overtime/additional hours that arise 24 hours or later from the time of its occurrence, the additional overtime hours as defined in this section, will be posted in bus drivers breakroom the day before. The Transportation Department will distribute the overtime hours on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency to perform the duties. If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.

- Once a driver has accepted and been scheduled a “predictable” overtime shift for a specific date, they will be placed at the bottom of the “emergent” (daily) availability list on the same date.
- In the event a driver that has accepted and been scheduled a “predictable” overtime shift for a specific date and cancelled their assigned shift on the day it is assigned, they will not be eligible to sign up for the “emergent” (daily) availability list on that date.
- For trips scheduled on Weekends (Saturday & Sunday), the department will post the available additional overtime hours on the Thursday preceding the scheduled need.
- The daily distribution and turndown assignments of overtime records will be maintained by the Transportation Department (“Department”). The Department will document the date an employee has accepted an overtime shift and if refused, the department will maintain records of incoming trips that qualify for the unscheduled/emergent and scheduled/predictable distribution list, to include documenting the date and time the trip was received from the originating site and will update the list on a daily basis, in addition the department will document a date of acceptance or refusal.
- In addition, the district will require employees to sign a form that they received or turned down the offer of overtime and maintain these records for six months.
- Documentation will be sent to the Union as requested.

Unscheduled/Emergent Overtime/Additional Hours: For unpredictable occurrences such as sick call, bus malfunctions, or

other unanticipated occurrences where there is an emergent need to staff overtime/additional hours within twenty-four (24) hours of its occurrence these hours will be distributed from the daily availability list as follows:

- On a rotational basis beginning with the most senior employee from the daily availability list who has the necessary competency to perform the duties, drivers that have accepted a Scheduled/Predictable Overtime assignment on the same day will be placed at the bottom of the list,
- If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list of volunteers, so that no employee (who does not have a conflicting assignment/drive time) works more than one additional overtime shift without all employees on the daily availability list offered the opportunity to work an additional overtime shift.
- In the event that the District still requires additional coverage to fulfill the remaining available overtime needs, they will solicit volunteers from the "Scheduled/Predictable Overtime" list by Seniority allowing a driver to have a second trip, until the needs of the department have been met.

G. **Team Driver Assignment:**

Each High School will have one (1) Team Driver assigned to it. Team Driver's will be selected by asking each Driver (by seniority ranking), until one (1) driver accepts the offer.

Team Driver assignments are strictly sports and will stay with their individual team assignments. Exceptions could be: Time factors (including on duty hours) and geographic locations.

As available, Team Drivers will be provided with an advance list of all available sports for their assigned high school and choose which trips they will select to keep. The trips that are turned down will be added to the scheduled/predictable list for distribution.

Team Drivers who are assigned to team sports shall remain in an overtime pool amongst themselves.

8. **Adjustment of Assigned Time:** Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of the employee's regular part time assignment for a period of twenty (20) consecutive working days or more shall have their assignment adjusted upward to reflect the longer hours, effective with the next pay period.

- A. **Alternative Work Week:** The District will not implement either ten (10) or twelve (12) hour shifts in any unit without written notification to the Union.

9. **Overtime Pay/Compensatory Time Off**

- A. Bus drivers may accumulate up to a maximum of one hundred sixty (160) hours of overtime pay/compensatory time off as computed per this article for use as time off subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay-overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work. Time off time may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event of twelve (12) month employee has been denied vacation time to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year. For 10-month employees, all Overtime Pay/Compensatory time will be paid out to the employees at the end of their 10-month assignment under the same process as their vacation accrual distribution.
- B. Custodians, and gardeners may accumulate up to a maximum of eighty (80) hours over time pay/compensation time off as computed per this article for use as time off during school summer vacation subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work. This time off will be allowed if it is considered by management to be operationally feasible. The feasibility as determined by management is not grievable under the Grievance Procedure Article. Compensatory time may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event a twelve (12) month employee has been denied compensatory time off to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year.
- C. Warehouse persons may accumulate up to a maximum of eighty (80) hours of overtime pay/compensatory time off as computed per this article for use throughout the school year as time off subject to approval by management. This time off will be allowed if it is considered by management to be operationally feasible. The feasibility as determined by management is not grievable under the Grievance Procedure Article. Time off may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event a twelve (12) month employee has been denied time off to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year.
- D. Overtime, Reimbursements and Payroll Errors: The District will make every reasonable effort to pay overtime, reimbursements and verified payroll errors by the next pay period. Any delay in excess of

two pay periods is subject to the grievance article.

10. **Early Shifts:** Any custodial shift that starts between 12:30 p.m. and 4:00 p.m. will be filled by a list of volunteers strictly by seniority.
11. **Minimum Call-in and Call-back Time:** Any employee called in to work on a day when the employee is not scheduled to work, and any employee called back to work after they have completed their regular assignment/contract time, shall be compensated at least two (2) hours of work at the overtime rate.
  - A. **Call Up:** Any employee contacted by telephone or text about work, with the exception for contracts pursuant to scheduled/predictable and/or on emergent assignment(s), from a dispatcher or supervisor and said employee responds to the call or text and is not on duty for FUSD, shall be compensated at a rate of one-half (1/2) hour per call, or actual time if the call is longer than one-half (1/2) hour, based on the employee's regular hourly rate. If the call results in the employee working more than eight (8) hours in the day or forty (40) hours in the week, the employees shall be compensated at the overtime rate. The employee will submit a form to supervisor for compensation.

12. Except for student safety, within the classification, the District will assign all work assignments, Driver Routes, and new equipment/vehicles distribution by bargaining unit seniority as defined in this Agreement per Article 3, Seniority. Student safety issues will be reviewed by the Routing Committee.

Management will inform Employees in Grounds and Warehouse when work assignments become available to allow interested employees to sign up for selection. Work Assignments on an open position(s), will be made by Seniority to the most senior employee with the qualifications required for the position. The parties recognize that from time-to-time issues may arise not covered by this agreement and agree that if seniority can resolve the issue it may be applied as a resolution.

13. Any temporary openings in positions which are more than four (4) hours will be offered by seniority to permanent SEIU 521 members who are within the same classification but who are working less than four (4) hours. This shall be site and/or department specific and will be done without a change to that employee's current benefit status. If there are no employees meeting those qualifications at the site/department or wanting the increased hours of work, the District will offer the hours to other sites/departments with permanent SEIU 521 members who are within the same classification but are working less than four (4) hours. If there are no employees meeting those qualifications at other sites/departments within the same classifications or wanting the increased hours of work, the District will offer the hours to other sites/departments with lower grade or classification permanent SEIU 521 members but are working less than four (4) hours. If there are no employees meeting those qualifications or



wanting the increased hours of work, the District may elect to fill the position with a substitute worker until the position is advertised and the interview process is completed. When a substitute employee is used to fill said position, the District shall notify SEIU prior to that employee beginning work.

14. **Transportation Assignments, Route Bidding & Hours**

A. DEFINITIONS. For purposes of this section (14.) the following definitions apply:

1. "Assignments:" means any scheduled work issued by the Director of Transportation or designee to qualified bus drivers within their job description and contracted time.
2. "Trips:" means additional driving assignments outside of bus drivers' contracted Time (i.e. overtime and additional hours).

**B. TRANSPORTATION ROUTE BIDDING**

Notification of Route Assignment: The Transportation Department shall notify each employee and the Union of the date for the route bidding, thirty (30) days prior to the start of the school year.

1. **Process**

- a. Routes shall be posted in the Transportation Break Room at least twelve (12) business days prior to the start of the new school year for bus driver review. The Routes shall reflect an eight (8) hour scheduled day with any stand-by time included in the Routes being bid on. Bus Drivers are expected to be available and must accept additional assignments that fall within their 8 hours of contracted time on a daily basis. Assignments will not force employees into overtime.
- b. Drivers shall select their routes seven (7) business days prior to the start of the new school year. Drivers will be paid two (2) hours of their regular rate of pay. Any bid rejected by management will be explained to the individual driver and at that point the driver shall receive five (5) additional minutes for route selection.
- c. The Union may be present during the route bidding process.
- d. The bidding process will be at five (5) minute intervals beginning with the most senior person in that FTE classification.
- e. Absentee Bid – Any employee who is unable to submit their bid in person may give a proxy letter allowing another person to select a route for the employee. This process is not grievable.
- f. Reassignment – Fresno Unified reserves the right to add, delete and/or remove individual stops from a route to accommodate student safety and/or as a result of disciplinary action.
- h. After consulting with the Routing Committee, routes may be

adjusted due to site requests, lack of ridership, and/or should the estimate route times not reflect the actual time the route takes.

1. The Routing Committee shall consist of five members selected by SEIU who meet with management's designated representatives. Routing Committee members are paid their regular hourly rate for time served on the Routing Committee.
  - i. Drivers that have been removed from a route for reasons of progressive discipline will be disallowed from bidding on said route for the current and following year.
  - j. Unassigned Routes and Any remaining unassigned routes will be assigned within the employees FTE classification. These assignments shall not be grievable.
  - k. Route Openings – Following this process, if a route becomes open for any reason, it shall be posted and offered to the next most senior individual within the FTE classification. Routes that become vacant through this process will be offered up to two times by seniority and then assigned by Management.

15. **BUS PARK-OUTS**

**Section 1 – “PARK-OUT” DEFINED**

“Park-Out” shall define a situation in which an employee request to keep the bus assigned to the employee during their daily down time. The Bus Driver will return the bus to the yard at the end of their shift.

**Section 2 – DESIGNATION OF “PARK-OUT”**

The District shall unilaterally designate a “Park-Out” as long as the bus remains within the District boundaries. This seems the District will decide this question in each instance, exercising its honest business judgment as to the economics, vehicle security and other relevant factors, but it may also consider the wishes of an employee. If an employee loses the “Park-Out” privilege, they can request to meet with the Transportation Director to Appeal the decision.

**ARTICLE 18 – LEAVE POSITIONS & COMPELLING PERSONAL IMPORTANCE**

The benefits which are expressly provided by this article are the sole benefits which are part of this collective bargaining agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly in this Agreement, nor are such other benefits subject to the Grievance Procedure.

1. **Adoptive Leave:**

A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave for adoption leave for a period of adjustment within the family unit. The unit member shall notify the

immediate supervisor of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 working days. This provision is limited to only one bargaining unit member of a family for each adoption.

2. **Bereavement Leave:**

- A. Every bargaining unit member is entitled to leave of absence, not to exceed five (5) days on account of the death of any member of the employee's immediate family.
- B. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of Education Code or provided by the Governing Board of the District.
- C. Members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee.
- D. In cases of death of members of the family not included as "members of the immediate family", see Personal Necessity Leave.

3. **Industrial Accident or Illness Leave:**

Pursuant to the provisions of Education Code Section 45192, employees who are a part of the Classified Service shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- A. The accident or illness must have arisen out of or in the course of the employment of the employee and must be accepted as a compensable workers compensation claim by Risk Management Office.
- B. Maximum allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
- C. Allowable leave shall not be accumulative from year to year.
- D. The leave under these rules and regulations shall commence on the first day of absence.
- E. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers compensation laws of this State, exceed the average daily wage.
- F. Industrial accident or illness leave will be reduced by one day for each day of authorization absence regardless of a compensation award made under the workers compensation laws.

- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to the same illness or injury.
- H. When entitled to industrial accident or illness leave has been exhausted, entitlement of other sick leave will then be used; but, if an employee is receiving workers compensation, the employee shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers compensation award, provides for a full day's wage or salary.
- I. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of their position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of the employees' previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- J. The benefits provided by these rules and regulations shall be applicable only for those employees who have completed one or more continuous years of service with that District.
- K. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
- L. Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- M. The expressed authorization of requirements of these rules and regulations shall not deprive the governing board of the power to grant additional leave pursuant to the provisions of Education Code Section 45190, if circumstances should warrant.
- N. Employees on Industrial Leave shall accrue applicable vacation, sick leave and health and welfare benefits.

4. **Legal Commitments and Transactions (Jury Duty):**

- A. In the event that classified employees should be summoned to appear for jury duty or as a witness in court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, the District shall grant

leaves of absence to employees under the above conditions and shall pay the difference between the employee's regular earnings and any amount the employee receives for jury or witness fees.

- B. In order to implement proper payment, the principal or department head shall notify the Payroll Department immediately upon return of the employee of the amount received daily for jury or witness fees. This information is to be transmitted with the absence blank.
- C. Employees who report to jury duty, shall be relieved from work for the day/night shift.

5. **Military Leave:**

- A. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

6. **Parental Leave of Absence:**

- A. A parental leave of absence without pay shall be granted to a classified employee for the purpose of child rearing as follows:
  - 1) A classified employee who is pregnant shall be entitled upon request to maternity leave for a maximum of one (1) year. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the employee's leave is to begin. The employee shall include with such notice either a physician's statement certifying the pregnancy or a copy of the birth certificate of the employee's child, whichever is applicable. An employee who is pregnant may continue in active employment throughout the pregnancy as long as the employee is able to properly perform the required functions.
  - 2) Any classified employee shall be entitled upon request to a one-year parental leave of absence to begin immediately after the birth of their child, or after receiving de facto and/or de jure custody of any infant child (i.e., three years of age or less) or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption.
  - 3) Employees who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally disabled children shall, upon request, be entitled to a leave of absence for a maximum of one year.
  - 4) If a child five (5) years of age or less becomes physically and/or mentally disabled, the provisions of "2)" and "3)" above shall be applied for employees eligible under those provisions to care for said child.
  - 5) Any classified employee with a child five (5) years of age to

eighteen (18) years of age that becomes physically and/or mentally disabled, shall be entitled upon request to three (3) months of parental leave of absence.

**B. Notification of Return to Active Employment:**

- 1) If any classified employee who has been on parental leave less than one year notifies the Superintendent of their desire to terminate their leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of their child, or the commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice be assigned to the same position which the employee held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position. A substitute employee will be hired during the classified employee's absence to assure job availability for the classified employee. Upon the employee's return, said employee shall be entitled to all benefits and/or considerations to which employees are normally entitled upon return from a parental leave of absence without pay.
- 2) While on parental leave, a classified employee shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the Public Employees Retirement System is subject to that agency's eligibility requirements.
- 3) All assignment rights for persons returning from parental leave shall be subject to the then existent District provisions for assignment and transfer.

**7. Peace Corps Leave:**

- A. Definition:** A Peace Corps leave of absence is one granted to permit an employee to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps Leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.
- B. Eligibility Requirements:** A regular classified employee may be granted a Peace Corps Leave at any time.
- C. Length of Leave:** Leaves for service in the Peace Corps shall be granted for a period of two (2) years only.
- D. Effect on Benefits:**
  - 1) **Step Advance:** When acceptable evidence of satisfactory Peace Corps Service is presented, credit is allowed for a maximum of two (2) years on the same basis as though such

experience were an assignment to active service with the Fresno Unified School District.

- 2) **Retirement:** Service on a Peace Corps Leave is not creditable for retirement purposes, and no retirement contributions are required.
- 3) **Other:** No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps Leave. Earned vacation maybe taken either prior to or after return from the Peace Corps Leave.

**E. Request Procedure:**

After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

**8. Personal Necessity Leave and Personal Business Day:**

To comply with Education Code Section 45207, a classified employee of the District may use their accumulated sick leave acquired under the provisions of the article on "Sick Leave" in this Agreement in cases of personal emergency or necessity. Use of sick leave under this article of "leave of personal use" is limited to ten (10) days in any school year.

A. Personal Necessity Leave shall be charged to sick leave. Reasons which shall be considered as personal necessity under these rules and regulations are:

- 1) Death of a member of the immediate family – the "immediate family" as used in this section means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee. This applies after "Bereavement Leave" has been used.
- 2) Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in "1)" above. (It would include uncles, aunts, nieces, nephews, cousins, brother-in-law and sister-in-law.) Emergency Leave may also be granted for the funeral of a non- relative living in the immediate household.
- 3) Accident involving the employee's personal property or the person or the property of a member of the employee's immediate family as defined in "1)" above, and of such emergency nature that the immediate presence of the employee is required during the employees' workday.
- 4) Appearance in court as a litigant or as a witness under an

official order.

- 5) An illness or an unusual circumstance involving a member of the employee's immediate family as defined in "1)" above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during the employees' assigned hours of service.
- 6) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the assigned hours of service. Prior request for personal necessity leave, when reasonable, shall be submitted in writing and transmitted by the supervisor to the District Office. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

**B. Personal Business Day (PBD)**

- 1) Personal Business Day Leave shall be charged to sick leave. A maximum of two (2) days of accumulated leave may be used in any school year for reasons of personal Business Day. These days are to be part of the total of ten (10) days pursuant to this article.
- 2) Prior request for personal business day shall be submitted in writing and transmitted by the supervisor without comment to the District Office, or the request may be given directly to the Assistant to the Superintendent. Denials of request for personal business day leave may be appealed to the Superintendent or their designee, whose decision shall be final.

Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

- C. Personal Necessity Leave or Personal Business Day Leave will be charged to the employee's accumulated sick leave. The request should set forth the specific facts constituting the emergency or necessity and the need for the employees' presence away from the employee's place of employment.

**9. Personal or Family Emergency Leave:**

- A. Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence to a permanent classified employee when compelled to be absent from the employee's duties due to a personal or family emergency that is considered by the Superintendent to be of such a nature to render the employee unable to perform duties. Reasons for such a leave could include, but are not limited to, severe illness of a member of the family or



close relative, need for the presence of the employee out of the area for legal purposes, head of household responsibilities and quarantine. Such leave may be granted for a period not to exceed one (1) year and shall be without compensation.

- B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for action whenever possible.
- C. While on authorized leave, the position held by the classified employee will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksite. Management shall consider documented employee performance issues and/or licensing issues when determining whether an employee is qualified to fill the temporary vacancy.
- D. Should the employee on leave not return to their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating their employment.

10. **Pregnancy Disability Leave:**

A pregnant classified employee who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:

- A. Sick leave shall apply only to those days of absence during which the classified employee is actually unable to perform their assigned duties because of disability arising from pregnancy, childbirth, miscarriage, and/or recovery therefrom.
- B. The District may require the classified employee to file a physician's verification which clearly states the employee was incapable of meeting their normal work assignment.
- C. Within seven (7) calendar days after the termination of the leave, the classified employee shall submit a physician's written health evaluation including the reasons the employee was disabled during the period of absence. The District may require additional physician statements or reevaluation of the classified employee by their physician. (Any additional statements required shall be at District expense.)

11. **Sick Leave:**

- A. Leave of absence for illness or injury: An employee employed five (5) days a week by the school District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days the

employee is not required to render service to the District, with full pay for a fiscal year of service.

- B. An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the employee is employed bears to twelve (12).
- C. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence of illness or injury as the number of days the employee is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during that day of illness.
- E. 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 six (6) months of active service with the District.
- F. Illness as a result of pregnancy shall be treated as an illness for the purpose of sick leave.
- G. 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.
- H. As required, the District shall convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.
- I. Any classified employee who is absent due to illness or injury more than five (5) consecutive days is required to submit a written statement from a licensed physician, on the prescribed District form to Division of Human Resources, verifying that absence was due to illness or injury and the employee is physically able to return to work.
- J. Whenever an employee's quarterly sick leave usage rate exceeds twice the District's average usage rate for the previous fiscal year, at the request of the immediate supervisor and upon the approval of the Associate Superintendent, Division of Human

Resources/Labor Relations, the District may require an employee to furnish proof of illness, except when such illness long term (in excess of five days) or as provided for elsewhere in this article, i.e. Personal Necessity Leave, Bereavement Leave, Industrial Accident or Illness Leave, Jury Duty and Parental Leave of Absence.

The District's quarterly average usage rate shall be determined by dividing the previous year's average by four (4).

An employee on an absence verification status may request to have this requirement rescinded after completing three months with two or less absences.

- K. If an employee exhausts all of their earned sick leave provided in this section, the employee shall be required to utilize and exhaust all accumulated compensatory time, vacation, or other available paid leave prior to utilizing any long-term accident or illness leave whether the leave is short-term or long-term, as provided by law. (Education Code Sections 45192 & 45196).
- L. When a PC calls in sick or Personal Necessity (PHN) the employee needs to call the Operations sub desk and school site.

12. **Travel Leave:**

- A. Upon the recommendation of the Superintendent, the Board of Education may grant a classified employee (with at least five years of credited service) a leave for purposes of travel for personal enlightenment, or to accompany a spouse, for a period not to exceed one (1) year. Such leave shall be without compensation.
- B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for consideration and action. While on (authorized) leave, the position held by the classified employee will be filled by a substitute or temporary employee. Should the employee on leave not return to their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating their employment.

13. **Special Leave – Public Office:**

Unpaid leave of absence shall be granted to a bargaining unit member who is an elected full-time member of any State, Federal or local government office. This leave permits return to an open position which the unit member has previously worked within the District including the specific position from which the leave was taken. This leave expires six (6) months after the elected official leaves office, and if the employee has not returned to work in the District, the employee shall be deemed to have resigned from the District.

14. **Study/Retraining Leave:** A leave of absence for study/retraining may be granted at the option of the Board to any member of the bargaining unit.
- A. **Six (6) Month Periods:** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purpose.
- B. **Restrictions:**
- 1) Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
  - 2) Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
  - 3) No more than one study leave of absence shall be granted in each three (3) year period.
  - 4) No more than one retraining leave of absence shall be granted in each three (3) year period.
15. **Unauthorized Leave:**
- A. Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits and nonattendance at required meetings.
- B. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.
- C. The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be made within five (5) days of the absence.
16. **Catastrophic Leave:**  
In order to be considered catastrophically ill or injured within the context of this program, a permanent employee must meet all of the

following conditions:

- A. At the beginning of each pay period, a catastrophically ill/injured permanent employee must use all sick and vacation leave credits accrued during the previous pay period before hours will be transferred.
- B. For the catastrophic leave section only, "eligible leave credits" means vacation leave and sick leave.
- C. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended time that creates a financial hardship for the employee because the employee has exhausted all of their leave and other paid time off.
- D. Such illness or injury is expected to incapacitate the permanent employee and prevent the permanent employee from returning to work for at least calendar 30 days.
- E. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all the following requirements are met:
  - 1) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, spouse or domestic partner due to a personal serious health condition. According to *Government Code Section 12945.2, subdivision (c) (1)*, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis to the employee when the employee was a child. "Domestic partner" is defined by the State of California under *Family Code Section 297*. These definitions, as set forth above, shall apply to determine whether the employee qualifies to use donated leave.
  - 2) Employee must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition whether for the employee or family member, as described above. In cases where the leave is for the employee, also will include a statement that the employee is unable to perform the functions of the employees' position.
  - 3) If an extension of time is required it shall be approved, after

receipt of appropriate medical documentation which states that the member's participation continues to be warranted.

- 4) The Superintendent or designee may require an employee to visit a physician selected by the District and at the District's expense in order to receive a report on the medical condition of the employee.

The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave. (AR 4261.1)

**Procedure for Application for Catastrophic Leave:**

- A. A permanent employee must complete a prescribed application form and return it to the Division of Human Resources/Labor Relations together with supporting medical documentation.
- B. The Division of Human Resources/Labor Relations shall review these materials and render a decision as to whether or not employee is eligible for such leave.
- C. In order to continue to qualify for catastrophic leave, the employee who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation, as to eligibility.
- D. If a permanent employee is determined not to be eligible, the permanent employee shall have the right to appeal the decision to the Superintendent. The Division of Human Resources/Labor Relations will provide the permanent employee with the written reasons for denial and the procedure for appeal.

**Procedure for Donating Sick/Vacation Leave:**

- A. Employees wishing to donate sick/vacation leave shall complete a donation form designating the case number and the number of days/hours they intend to donate.
- B. The Division of Human Resources/Labor Relations shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential to the extent practicable.
- C. An eligible permanent employee may use donated hours from the date of certification of eligibility back to the date of application.

- D. A permanent employee on catastrophic leave may not receive compensation from the District and/or benefits from public sources that exceed 100% of the permanent employee's regular compensation.

**Miscellaneous**

- A. Time that was donated but was not used shall be returned to the member who donated the hours by starting with the last member(s) who donated the hours.
- 1) If the transfer of eligible sick leave/vacation credits is approved by the Division of Human Resources/Labor Relations an employee may, upon written notice to the District, donate eligible leave credits at a minimum of one (1) day as defined by the number of hours the donating employee works during a regular contracted day and in hour increments thereafter.
  - 2) The maximum amount of time for which donated leave credits may be used, but not to exceed use of maximum period of twelve (12) consecutive months.
  - 3) Donating leave to another employee shall not otherwise preclude eligibility of P.A.D. incentive.
  - 4) An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

**ARTICLE 19 – MISCELLANEOUS PROVISIONS**

1. The District shall make a copy of the agreement available on the District's website and publish and provide copies of the contract, as needed, for bargaining unit members upon request.
2. The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including, but not limited to, the provisions outlined in the Educational Code.
3. If merit and ability are relatively equal as determined at the sole discretion of management, seniority shall prevail in the assignment of bus drivers to the bus shed during the summer months. Seniority in the Transportation Department shall be established solely on the date of hire in Transportation.
4. Meeting that standards of expectations as used in Agreement shall be defined as not having a "Need to Improve" on their most recent evaluation. Sections 13.3 (Evaluation) and Article 23 (Promotion) will apply in the definition of standards of expectations.
5. Any examinations or testing required by the District shall be done on paid

time. This time will not be deducted in any way from the employee. It is the employee's responsibility to maintain current licenses. The following process will be followed:

- a) Employee must give supervisor advance notice of not less than five (5) working days to take DMV physical for medical renew certification.
  - b) An employee shall be permitted District paid time to take medical physical examination for DMV medical card renewal.
  - c) If less than five (5) working days' notice is given by employee, supervisor has the right to refuse employee's request and require employee to reschedule with department head approval. Upon approval by department head and circumstance permitting, exceptions can be made so as to not affect the department in a negative manner.
  - d) The District will provide additional District-paid time off beyond the initial visit to employee for submitting paperwork to DMV, to renew driver's license or medical cards upon immediate supervisor approval.
  - e) Employee will be permitted District paid time to participate in other District employment procedures during working hours.
6. If merit and ability are relatively equal as determined by management, seniority shall prevail in open assignments within the same classification at worksite/department, e.g., custodial, transportation, warehouse, gardening.
7. State Unemployment Insurance: Entitlement to State Unemployment Insurance Benefits (UIB) shall be subject to applicable law. The parties understand this provision has no binding effect on the Employment Development Department (EDD) or other State or Federal agencies. The parties further understand neither the District nor the Union are legally obligated to provide employees representation at an EDD Hearing or similar administrative hearing related to UIB.

#### **ARTICLE 20 – NONDISCRIMINATION**

1. The Board of Education shall not illegally discriminate in regard to wages, hours, or terms and conditions of employment against any unit member on the basis of race, color, domicile, creed, age over 40, sex, pregnancy (including childbirth and breastfeeding), national origin, political affiliation, marital status (in hiring), physical handicap, physical or mental disability, sexual orientation, religion (including a religious dress and grooming practices), membership in an employee organization, genetic information, gender, gender identity, or gender expression, genetic predisposition, medical conditions, military and veteran status, sexual orientation, or participation in lawful activities of an employee organization or any other basis prescribed by federal or state law.



2. Employment application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

### **ARTICLE 21 – OVERPAYMENT**

1. The parties recognize that on occasion employees may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.
2. In the event the District discovers an overpayment, it shall notify the employee in writing and in a timely manner of the amount and the reason it occurred. The District will in good faith, and insofar as practicable, notify the employee at least ten (10) calendar days prior to deducting the overpayment from the employee's compensation. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District. If the overpayment deduction creates a hardship on the employee, the Union and District will work out a repayment schedule with the employee. This repayment schedule may, at the employee's request, include utilizing (deducting) earned vacation and accrued compensatory time to offset the overpayment. If the District does not send notice within ten (10) calendar days, they cannot deduct the overpayment until the notice has been sent.
3. If the overpayment is \$150.00 or less, the District may deduct the full amount from the employee's next payroll check. If the overpayment is greater than \$150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.
4. If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen (15) business days of receipt of the notice of overpayment.
5. An arbitration award in the District's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.

### **ARTICLE 22 – PAYROLL DEDUCTIONS**

The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues and the Union's Committee on Political Education shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.

Requests to authorize dues and/or COPE deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

### **ARTICLE 23 – PROGRAM IMPLEMENTATION**

Decisions of school site councils shall not be implemented by the District to be inconsistent with the terms of this agreement.

### **ARTICLE 24 – PROMOTION**

Promotions within the bargaining unit shall be based on fair and objective criteria. The District will not change procedures used in the promotional process without discussions with the Union. The Union shall be invited to participate on the interview panel at least 3 days prior to the interviews and at least 4 days when possible. The interview panel shall be made up of four members, which will include the hiring manager and one (1) designated representative of the Union chosen by the Union if available, one (1) designated representative of management, and one (1) designated supervisor from the classification being interviewed. The panel members shall serve as unbiased and objective members who shall make a ranked recommendation to the hiring manager who shall make the final decision pursuant to Article 8, Section 1.

1. An employee, to be eligible for promotion, must meet the standards of expectations in all areas of their skill qualifications and personal qualifications. At the discretion of the Associate Superintendent of Human Resources/Labor Relations, exceptions may be made when the employee has received a "Needs to Improve" rating in "Observance of Work Hours".

An employee receiving ratings less than "Satisfactory", who wishes to be considered for promotions, may request a review of their evaluation after six (6) months of the evaluation date. If standards have been met, the supervisor will notify the Associate Superintendent of Human Resources/Labor Relations, who will reinstate the employee.

When permanent vacancies occur in Custodial, Gardening, or Warehouse Departments, first consideration will be given to qualified District employees.

- A. **Order of Applicant Consideration:** Applicants shall be

considered for interview in the following order:

- B. **First:** Permanent bargaining unit members who meet the established qualifications shall be interviewed in groups of 15 or until a selection has been made. Once the top three (3) candidates have been ranked by the interview committee, a selection of one (1) of those three (3) candidates shall be selected by the Hiring Manager except under any of the following conditions:
1. There are less than 5 candidates
  2. The top 3 candidates have formal disciplinary action (Letter of Reprimand, Memo of Concern or greater) or negative evaluation in the past 24 months
  3. Are in the bottom 20% of attendance of the unit
  4. Has been previously released from the position for which the candidate is interviewing

If no selection has been made in the first step, then the interview process proceeds to step 2.

- C. **Second:** Probationary bargaining unit members who meet the established qualifications will interview in groups of 15 or until a selection has been made. Once the top three (3) candidates have been ranked by the interview committee a selection of one (1) of those three (3) candidates may be selected by the Hiring Manager. If no selection has been made or there are no applicants in the second step, then the interview process proceeds to step 3.
- D. **Third:** The most senior Substitute Custodians that applied will be placed by seniority into open entry level custodian positions that are not filled by the first and second step.
- E. **Fourth:** Non-bargaining unit members who meet the established qualifications (e.g., CSEA, Trades and others) shall be granted an interview.
- F. The District will permit an employee to return to their former classification if the employee and the Division of HR/LR agree to do so within thirty (30) calendar days after acceptance of the new work assignment.

Employees being promoted from one classification to another shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a five percent (5%) salary increase; however, under no circumstances will the resultant step placement be higher than the employee's current step. If maintaining the current step placement in the new classification does not reflect a five percent (5%) increase, the person shall receive a five percent (5%) adjustment and progress to the next step on the salary schedule the following year. Under no circumstances will compensation exceed Step 5 of the new salary range.

All classifications of employees in the unit will be placed on a probationary status upon appointment to a new assignment which is considered a promotion (Custodian to Gardener). The probationary period will be for six (6) months.

2. **“Acting” Plant Coordinator I:**  
Time served as an “Acting” Plant Coordinator I will not be credited toward the requirements of serving one year as a Plant Coordinator I to meet the qualifications for a promotion, unless the applicant has served at the same site as an “Acting” Plant Coordinator I for a minimum of one year. Two months of continuous service as an “Acting” Plant Coordinator I will be credited toward the accumulation of one year’s experience.
3. **“Acting” Plant Coordinator II:**  
Time served as an “Acting” Plant Coordinator II will not be credited toward the requirements of serving one year as a Plant Coordinator II to meet the qualifications for a promotion, unless the applicant has served at the same site as an “Acting” Plant Coordinator II for a minimum of one year. Two months of continuous service as an “Acting” Plant Coordinator II will be credited toward the accumulation of one year’s experience. Employee must be a Plant Coordinator I for two (2) years prior to being eligible for the “Acting” Plant Coordinator II eligibility list. Only employees in Plant Coordinator I positions accrue credit for Plant Coordinator II experience.
4. **Time Served Before Applying for Another Plant Coordinator Opening:**  
An employee will have to serve for six (6) months in a new Plant Coordinator position at the employee’s new site before consideration will be given for the promotional process.
5. Bargaining unit members shall have equal opportunity for intra-departmental cross training for higher classifications or to expand their skills in their current classifications. The District will provide a copy to the Union of the list of employees that have signed up for the intra-departmental cross training upon request.
6. As an opportunity for career advancement, the Transportation Department may select SEIU members to train as Bus Drivers at their then current daily rate including overtime if applicable. Permanent employees will receive training only outside of their normal work hours. Substitute employees are also eligible. Transportation retains the right to select SEIU members for training as Bus Drivers. The District will reimburse bus drivers for their required first aid and CHP training.

#### **ARTICLE 25 – RECOGNITION**

1. The District recognizes the Service Employees International Union, Local 521, CTW/CLC as the exclusive representative for that unit of employees recognized by the Public Employment Relations Board in the Certification of Representative form dated May 10, 1979, with modifications as agreed to by the District and the Union. That unit of employees is described below:

Auditorium Operations Manager	Grounds Maintenance Worker IV	Swimming Pool Operator
Bus Driver	Plant Coordinator I	Truck Driver
Custodian	Plant Coordinator II	Transportation Scheduler
Dispatcher	Lead Custodian	Warehouse Freezer Worker
District Courier	Physical Education Custodian	Warehouse Worker/Driver I
District Courier II	Relief Bus Driver	Warehouse Worker/Driver II
Grounds Maintenance Worker I	Senior Bus Driver/Team Bus Driver	Warehouse Worker/Trainee
Grounds Maintenance Worker II	Stadium Grounds Specialist	
Grounds Maintenance Worker III	Substitute Custodian	

And excluding all other employees, including substitutes, management, supervisory, confidential and non-classified employees. Also excluded are all part-time (not regular employees) and casual employees.

2. The District agrees to notify the Union whenever a new job classification within the unit is created. The District agrees to negotiate with the Union regarding the salary range assigned to the job classification.

### **ARTICLE 26 – REEMPLOYMENT**

1. **Return Within Thirty-nine (39) Months:** Any permanent classified employee of the school District who voluntarily resigns from their permanent position may be reinstated or reemployed by the District within thirty-nine (39) months after their last day of paid service and without further competitive examination to a position in their former classification as a permanent employee, or as a permanent employee in a related lower class in which the employee formerly had permanent status.
2. When the District elects to reinstate or reemploy a person as a permanent employee under the provision of this section, it shall disregard the break in service of the employee and classify him/her as and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.

### **ARTICLE 27 – SAFE AND DRIVING INCENTIVE**

1. District permanent employees who are obligated to maintain a school bus driving certificate pursuant to their job description, while being employed within the Transportation Department, have operated a District bus for five (5) consecutive years without a documented accident for which they are at fault, will be entitled to a five percent (5%) salary increase beginning July 1 of the following year. This incentive will only be pensionable for CalPERS classic members. Any employee hired after 01/01/2013 is considered a PEPRA member and this pay will not be pensionable.

If the employee maintains a Safe Driving record with no chargeable at fault accidents:

- For five (5) more consecutive years equaling ten (10) years, they will receive an additional five percent (5%) towards their continued safe driving incentive beginning July 1 the following year.

- If the employee maintains a safe driving record for five (5) more years with no chargeable accidents equaling fifteen (15) years, they will receive an additional five (5%) towards their continued safe driving incentive beginning July 1 the following year.

It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive. Safe driving incentives are based on percentages from the salary schedule and do not compound. If at any time after qualifying for the incentive while operating a District bus is involved in a second accident for which they are determined to be at fault, the (5%), (10%) OR (15%) incentive will be reduced by five percent (5%) on the next July 1. After two (2) years of accident free driving, the five percent (5%) incentive will revert to the previous percentage prior to the reduction for qualified drivers the following July 1. It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive.

This incentive will be in effect only while the individual fills the permanent position within the Transportation Department. If the individual accepts some other position with the District, then the incentive will be immediately terminated.

2. By July 1, 2023, Bus Drivers in the Senior Bus Driver Position shall be paid 5% over the 15% incentive.
3. **CHP Classroom Hours for Bus Drivers:** The District agrees to pay Bus Drivers their regular rate of pay for every hour, up to a maximum of ten (10) hours, outside of their normal duty day that is certified toward their annual CHP classroom hours. Payment will be received in the pay period immediately following their birthday.
  - A. **Winter Snow Chain Differential:** When a Transportation Driver is assigned a route that required them to install snow chains, they will receive a 5% differential for the time spent installing and removing the chains up to a maximum of two (2) hours per trip.

### **ARTICLE 28 – SAFETY CONDITIONS**

1. Safety is a primary concern of the Board of Education and the Union, and the Board directs that a safety program be instituted to fulfill this responsibility for employees.
2. The safety program will be directed toward maintaining safe working conditions and equipment and shall comply with standards prescribed by Federal, State and local laws and regulations affecting employee safety.
3. The Board believes in the dignity of work and feels every person should derive personal satisfaction from employees' work, free from injury or illness; therefore, safety must always be a part of any function or work

performed by employees of this District.

4. A District wide Safety Committee and Department Safety Committee compromise of bargaining unit representatives, department head and their representatives shall be formed and shall meet at the request of any member to discuss safety and other work-related conditions. Decisions of the above committee of the District relative to safety are not subject to the Grievance Procedure Article. The formation and utilization of the above committee are subject to the Grievance Procedure.
5. Safety prescription glasses will be provided to all unit members who are required to wear them in their work as recommended by the Department Head and approved by the Director of Health Benefits and Risk Management.
6. Bargaining unit members shall not be required to work under unsafe conditions or perform tasks which endanger their health or safety which have been brought to the attention of the District.
7. The District will provide trainings and/or in-service when appropriate and as determined by the department to Employees concerning health and safety. Safety orientation(s) will be required for all new equipment and the District will provide the necessary materials for training.
8. When a Transportation Driver returns from a leave of absence or sick call from the District, they will be assigned their regular bus used prior to the leave when available. Buses may be utilized for the operational needs of the Transportation Department as it relates to student transportation to and from school and to and from home as well as field trips. The Department will only implement this rule when no other available bus to accommodate the operational needs is available.
9. The Transportation Department will allow all bus drivers a minimum of thirty (30) minutes for each pre-trip inspection required by CHP or other applicable law.

#### **ARTICLE 29 – SALARY**

##### **Salary**

1. 2022-2023: The parties agree that based on the following contingency language, the Salary Schedule for 2022-2023 may be increased as set forth below:
  - 1.1 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$23,792,503 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2022.

- 1.2 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$26,689,116 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.3 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$29,585,730 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.4 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$32,477,180 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.5 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$35,373,793 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall utilize ADA as included in the 2021-2022 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 1.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2022-2023 first interim above the 2021-2022 unaudited actuals by \$2,900,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2021-2022



salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

- 1.8 The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
2. 2023-2024: The parties agree that based on the following contingency language, the Salary Schedule for 2023-2024 may be increased as set forth below:
  - 2.1 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$21,635,215 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2023.
  - 2.2 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$25,112,975 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2023.
  - 2.3 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$28,585,360 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2023.
  - 2.4 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$32,063,120 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2023.
  - 2.5 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$35,540,880 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars

(attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2023.

- 2.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2023-2024 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2023; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2023); and, (3) shall utilize ADA as included in the 2022-2023 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 2.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2023-2024 first interim above the 2022-2023 unaudited actuals by \$3, 500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2022-2023 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 2.8 The parties agree to enter into a side letter to provide additional contingency language for 2023-2024 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$ 35,540,880 for 2023-2024. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
3. 2024-2025: The parties agree that based on the following contingency language, the Salary Schedule for 2024-2025 may be increased as set forth below:
  - 3.1 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$19,597,107 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2024.

- 3.2 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$23,103,802 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.3 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$26,610,497 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.4 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$30,112,267 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.5 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$33,614,037 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2024-2025 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2024; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2024); and, (3) shall utilize ADA as included in the 2023-2024 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 3.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2024-2025 first interim above the 2023-2024 unaudited actuals by \$3,500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on

the 2023-2024 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

3.8 The parties agree to enter into a side letter to provide additional contingency language for 2024-2025 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$ 33,614,037 for 2024-2025. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

4. In addition to the contingency formulas proposed above, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of \$5,000 of their base salary prorated based on an employee's FTE payable before July 1. Employees hired after July 1, 2022 shall receive the one-time payment prorated according to the percentage of duty year worked. Substitute Custodians shall receive the one-time payment prorated according to hours worked on a 261 day duty year.

**5. Shift Differential:**

If one-half or more of a unit member's shift is after 5:00 p.m., a 5% shift differential is to be added effective November 11, 1981; a 10% shift differential will be added to base pay for hours worked after 12 o'clock midnight.

**6. Anniversary Increment**

An anniversary increment shall be applied as follows: Eight-tenths of one percent (.8%) each year of employment from the 16<sup>th</sup> to the 25<sup>th</sup> year, to a total of eight percent (8%) at the 25<sup>th</sup> year and thereafter.

Employees working less than eight (8) hours per day shall be granted a proportionate share of the maximum increment. Increment payments to employees shall be made monthly during their duty year [e.g. ten (10)-month employees will receive their increment in ten (10) equal payments]. A year shall be construed as seventy-five percent (75%) or more of a normal work year.

**7. Classification:**

**a. Initial Employment**

All classified employees shall be placed in the appropriate job classification immediately upon initial employment. Each year thereafter the employee is automatically advanced on step within the classification. In order to receive an advancement for the next fiscal year, twelve-month employees must have been employed at least six (6) months prior to July 1; eleven-month employees at least five and one-half (5½) months of their established work year;

ten and one-half and ten-month employees at least five (5) months of their established work year.

**b. Experience Credit:**

New employees may be given credit on the basis of one step for each three years of verified related experience or two years of education past high school graduation (60 semester units), but in no case may be placed higher than the second step without the approval of the Superintendent or the Associate Superintendent, Division of Human Resources/Labor Relations.

**8. Parity:**

If any other District association or union negotiated agreement results in a superior health and welfare/compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise. This clause shall not apply to any wage increase resulting from the "scale wage" formula in the negotiated Agreement between the District and the International Association of Machinists and Aerospace Workers.

**ARTICLE 30 – HEALTH & WELFARE BENEFITS**

**1. General Provisions**

- A. FUSD shall provide a fully paid health plan (less the applicable employee contribution) for employees and eligible dependents and a dental, life and vision plan for eligible employees. The current monthly employee contribution for the health plan is based upon a tiered structure.
- B. The District's fringe benefits shall include the following programs for all applicable employees.
- C. Health Insurance: Coverage for bargaining unit members and eligible dependents shall be as specific in the FUSD Employee Health Care Plan Document.

The District's Employee Health Care Plan Document shall be considered a part of this article. Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 1992 shall be subject to the authority of the Joint Health Management Board (JHMB).

- 1) The District shall not prohibit any unit member from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 2) **Dental Insurance (Delta Dental):** Employees only. Eligible

dependent(s) coverage available at employee's expense. Employees/dependents coverage shall conform to benefits specifications in the FUSD Employee Health Care Plan Document.

- 3) **Vision Insurance:** Employee's coverage shall conform to the present District Vision Program. The Medical Eye Services and PUD Dental Plans are an additional option to the Vision and Dental Plans currently existing between the Fresno Unified School District and the Service Employees International Union, Local 521, CTW/CLC.
- 4) **Life Insurance:** Employees only. Supplemental units of insurance and dependent coverage are available at employee's expense.
- 5) A bargaining unit member must be employed fifty percent (50%) or more to be eligible for the District's health and welfare benefits. Any increase in costs for the benefits described above during the term of this Agreement shall be borne by the District.
- 6) Employees and eligible dependents must enroll within thirty (30) days of employment.

The District shall provide one 60-day open enrollment period each year beginning approximately October 1 for all bargaining unit members and eligible dependents not currently in the existing FUSD Employee Health Care Plan. Unit members enrolling or adding dependents shall effect coverage on January 1 following open enrollment, provided properly completed enrollment materials are received by the District by the 30<sup>th</sup> of November.

2. **Joint Health Management Board (JHMB)**

- A. A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.
- B. Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- C. Reporting, reports and disclosures of the Consultant and Plan Administrator shall be recommended by JHMB.
- D. The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
  - 1) Voting procedures, including absentee voting.

- 2) Establishing regular meeting dates.
  - 3) Establishing subcommittees.
  - 4) Setting the agenda and prioritizing of JHMB activities.
  - 5) The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
- E. Labor and Management shall each have one (1) vote on the JHMB.
- F. Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision-making process of the JHMB shall be:
- 1) Consensus: if consensus cannot be reached, section (B) applies.
  - 2) If consensus is not reached, the following is an example of the weighted vote for employee groups.  
  
**Example:** The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, based on the Union representing approximately 572 represented eligible active employees, (out of a total of 6,756), the Union's voting weight would be 8.5 percent (8.5%).
- G. There shall be binding arbitration of any JHMB deadlocked votes: provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.
- H. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll

deduction for employees and through direct contributions from retirees.

- I. All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- J. The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2 million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

3. **Withdrawal From FUSD/JHMB Benefits Coverage:**

- A. The current negotiated agreement between the District and the union requires the District to provide health coverage to eligible employees pursuant to a District-provided health plan as summarized in the Medical Plan document.
- B. As a result of 2004-2005 negotiations, the parties have agreed to delegate governance and administration of the District-provided health plan to a labor-management Joint Health Management Board ("JHMB").
- C. The union agrees to the establishment of the JHMB and agrees to participate thereon pursuant to the negotiated agreement and any related memoranda of understanding or side letters to which the union is a party. However, the union wishes to set forth conditions under which it may elect to withdraw from the JHMB-administered FUSD-provided health plan in the future.
- D. The parties agree that the union may withdraw from the FUSD-provided health plan administered by the JHMB only under the following conditions:
  - 1) The union may withdraw during an annual window period by providing written notice to the District and to the JHMB by certified mail no later than 90 (ninety) calendar days prior to June 30<sup>th</sup> of its decision to withdraw effective June 30<sup>th</sup> of that year.
  - 2) As a precondition to withdrawal, the union must certify to the District's satisfaction that it has secured alternate and uninterrupted health coverage for its members and retirees such that the District and the JHMB are absolved of any present or future responsibility to provide such coverage.
  - 3) Upon withdrawal, and absent negotiated agreement providing otherwise, the District shall allocate to the withdrawing union,



on an annual basis, an amount of money equal to the District's contribution per active participant (in effect on the June 30 effective date of withdrawal), multiplied by the applicable number of active participants in each future year. This amount shall be reduced as appropriate and legally required to account for any expenses and/or financial obligations, etc., that may remain with the FUSD/JHMB at and/or following the time of withdrawal.

4) Once the union withdraws, it shall be solely responsible for providing health benefits to its represented members and members who have retired or will retire from the District, including but not limited to any unfunded liabilities related thereto. Upon withdrawal, the union absolves the District of any future responsibility to provide benefits for employees and retirees of the District who were, are, or will be represented by the withdrawing union.

E. Any disagreements between the union and the District regarding whether the foregoing requirements for withdrawal have been met shall be subject to expedited binding arbitration through the California State Mediation Service. In such a case, any proposed union withdrawal from the FUSD Health Plan shall not be implemented until such decisions has been issued.

4. **Health Fund**

A. Effective as of July 1, 2022 the annual per active employee contribution to the Health Fund is \$22.953.

B. Current medical IBNR's shall remain as IBNR's in the Health Fund.

5. **Procedures Regarding Potential Underfunding of Health Fund**

A. The JHMB shall report to the District and all employee associations on a quarterly basis regarding that status of the Health Fund.

B. Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditure.

C. If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to section (7)(h) above. Such action shall negate the shortfall within the fiscal year.

D. If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be

increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate to shortfall within the fiscal year. In determining the amount of the increase, the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultant's recommendations, the consultant's recommendations shall be implemented.

- E. JHMB actions and/or automatic assessments shall apply as set forth in paragraphs (3) and (4) above regarding any month in which a projected shortfall is determined to exist.
- F. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.
- G. Notwithstanding number (4) immediately above, any midyear increase to the Health Plan Reserve Assessment representing a shortfall of three percent (3%) or more shall not immediately be passed on to active and retired employees during the fiscal year of such increase. Instead, such amount shall be temporarily funded by the District. Such amount shall be repaid to the District the following fiscal year by increasing the Health Plan Reserve Assessment paid by employees in an amount and for the duration of time necessary for the District to recoup its temporary "loan" within such following fiscal year. Such increase shall be in addition to any regular, annual increases the JHMB might impose pursuant to Section II (JHMB) #8. This paragraph 8 shall be effective and apply only to the 2005-2006 school year

6. **HEALTH AND WELFARE AND COMPENSATION**

- A. Commencing with the 2014-2015 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 4 of this Article "Health Fund", shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.
- B. The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan

through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section II, paragraph 8 (JHMB). Such changes must be adopted by the JHMB and implemented effective July 1 annually except for any changes made pursuant to section V. (Procedures Regarding Potential Underfunding of Health Fund).

- C. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section IV of this Article "Health Fund.

7. **Retiree Benefits**

The District shall provide paid health and accident benefits for retirees in accordance with the following provisions:

- A. An eligible retiree is one who:

- 1) Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
- 2) Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
- 3) Has been hired prior to January 1, 1982 whether or not the employee resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;
- 4) Has been hired after July 1, 1994 regardless if the employee was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
- 5) Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.

- Minimum age: 60
- Minimum years of service with the District: 25
- Benefit coverage for employee and spouse
- Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits) \*

\*The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree

benefits shall automatically be increased to 62.

These modifications shall not apply to laid off employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

- 6) Has reached the age of fifty-seven and one-half (57½) years, except in the case of disabilitants. A disabilitant, as so certified by PERS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years since in the District. Board-approved leave shall be counted in the years' service requirements for the benefit. After January 1, 1982 only Board-approved health leave will be counted in the years' service requirement for this benefit.
- B. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan.
  - C. Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
  - D. If an eligible retiree, as defined in paragraph "A" above or an active employee eligible for retirement (on and after age 50 and not as a disabilitant) is deceased prior to age fifty-seven and one-half (57-1/2), the spouse may purchase the District plan at cost until the retiree would have reached age fifty-seven and one-half (57½), at which time the District would absorb the cost.
  - E. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the carrier as currently existing.
  - F. Eligible bargaining unit members retiring after the age of fifty (50) who maintain coverage under the District's Health and Accident Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57½) in accordance with the other provisions in this article.
  - G. Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.

- H. **Additional PERS Contribution**  
The District will make a PERS contribution for school day only employees who work a summer school assignment.
  
- I. **Hold Harmless:** The parties acknowledge that the District has taken the position in these negotiations that this collective bargaining agreement has the legal effect of modifying benefits (deductibles and co pays) contributions and other assessments for current retirees of the District. The parties further acknowledge that the unions/associations have disputed the District's position regarding contributions and other assessments for retirees. Notwithstanding this difference, the parties agree that this agreement is a valid and binding collectively bargained agreement which, if the District's position is correct legally established contributions and other assessments by current retirees. Nothing herein shall be construed as acceptance or acquiescence by the unions of the legitimacy of the District's position in this regard. Accordingly, should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the unions are named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the unions for any adverse final judgment and any reasonable attorney's fees and costs incurred by the unions/associations. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

8. **Plan Design**

- A. **Cross-Covered Participants (Active and/or retired employees and spouses are either FUSD employees or retirees):** Cross-covered participants through the annual open enrollment process will have the opportunity to choose whether they desire to retain cross-covered status. Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two party or family premium, as applicable, for the coverage(s) chosen.

Those current cross-covered participants, who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.

- B. **No Opting Out:** All eligible District employees shall be required to participate in the Health Benefits Plan so long as the Associate is a member of JHMB and its unit members receive JHMB administered District-provided benefits as set forth herein and shall be required to pay the monthly contributions and assessments, at least at the

employee only level for any plan(s) or coverage.

- C. **Other Clarifications (All Employees and Retirees)**: The first four (4) clarifications shall apply to all employees and retirees who are not cross covered as set forth in paragraph 10 above. The fifth bullet applies to all employees and retirees including those who are cross covered as set forth in paragraph 6 above.
- No co-pays apply to annual deductibles or the out-of-pocket maximums.
  - The deductible will not apply to out of pocket maximum.
  - The \$100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
  - The \$10/\$35 (Generic/Brand) prescription co-pay assumes the same \$10/\$35 co-pay for a 30-90-day maximum supply at retailer a 180-day (maintenance only) maximum at mail order.
  - Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription.
  - This applies to all participants including cross covered.
- D. The monthly contributions and assessments shall be determined by the Joint Health Management Board.

**All Eligible Active Employees and Eligible Retirees Up to Age 75 Health Plan Reserve Assessment**: All eligible active employees and pre- 65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

- E. Plan Design shall be determined by the Joint Health Management Board.

#### **ARTICLE 31 – SAVINGS PROVISION**

1. If any provision of this Agreement or any application thereof to any classified employee is held by the highest State or Federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or

applications shall continue in full force and effect.

2. In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **ARTICLE 32 – REDUCTION IN FORCE**

1. Seniority: In a reduction in force and reemployment procedures, seniority, as defined in Article 3, shall govern.
2. Reasons for Reduction in Force: Reduction in force shall be defined as a separation from the classified service for lack of work or lack of funds in accordance with the provisions of Education Code sections 45114, 45115, 45117, 45298, and 45308. For purposes of this Article, a reduction of hours shall be considered a reduction in force.
3. Order of Reduction in Force: Whenever an employee is subject to a reduction in force, employees will be laid off according to their seniority in the following order: first, temporary; second, probationary; third, permanent.
  - A. The order of reduction of permanent and probationary employees shall be determined as follows:
    1. For a reduction in force within a classification, the order of reduction in force shall be by classification seniority.
    2. For a reduction in force within a department, the order of reduction in force shall be by departmental seniority.
    3. If two (2) or more employees subject to reduction in force have equal seniority with the classification, the employee to receive the layoff notice shall be determined by lot.
  - B. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):
    1. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process. An employee who elects voluntary layoff status will retain their reemployment rights.
    2. The affected employee(s) may apply for and will be given any position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining unit. Affected employees may exercise this option at any time of the reduction in force process. An affected full-time employee, at their option, may be placed into any vacant part-time position in the above order, provided the employee meets the position

requirements.

4. In the event an employee cannot exercise option 3(B)(1) or 3(B)(2) above, the District will conduct the reduction in force by lowest status and reverse seniority for each classification. In addition, the District will lay off the least senior employee in each classification until the necessary number of the reduction is met.
5. Notice of Layoffs: Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. The District shall provide SEIU advanced notice prior to sending out notices to affected employees. The parties shall meet to review seniority lists in all affected classification no more than sixty (60) days following the notice of the intent to layoff bargaining unit employees.
6. Employment Status of Permanent Employees:
  - A. Replacement Privileges: If there is not less senior Employee in the employees current job title, the more senior Employee may displace the least senior employee in another job title (or in a lesser employment status if there no less senior employee in the same status) if the employee affected by the reduction in force has worked in the other job classification in the District within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the District and is able to satisfactorily perform the job with minimal orientation.
  - B. Reemployment List – Thirty-nine (39) Months: The names of permanent and probationary employees who are laid off because of lack of work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The names of probationary employees who are laid off because of lack of work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The Union will be provided with a copy of the reemployment list within 30 days of layoffs.
  - C. Reemployment Rights: Any employee subject to a reduction in force and placed on the thirty-nine (39) reemployment list shall be offered open positions for which they qualify and for which they meet position requirements in the bargaining unit in preference to outside applicants in the inverse order of layoff.
    - 1) A unit member who fails to report to work following the acceptance of the position offered shall be permanently removed from the thirty-nine



(39) month reemployment list and the employee shall forfeit all rights to which the employee would otherwise be entitled.

- 2) Whenever a unit member subject to reduction in force rejects two (2) offers of reemployment for a position for which the employee is qualified and for which the employee meets the position requirements shall be permanently removed from the thirty-nine (39) month reemployment list and the employee shall forfeit all rights to which the employee would otherwise be entitled.

### **ARTICLE 33 – SUPPORT OF AGREEMENT**

The District and SEIU agree that it is to their mutual benefit to support the Agreement for its term.

### **ARTICLE 34 – SUSPENSION OF BUS DRIVER LICENSE**

A worker whose Bus Driver Certificate and/or driver's license has been suspended by the CHP (or DMV, as appropriate) shall:

1. Upon written request (within the designated time period) for a CHP (DMV) hearing, the driver may be allowed to continue driving until a hearing is conducted and the final decision has been rendered by the Certificate Action Review Board. It is understood that CHP (DMV) does not stay an action when they have reasonable cause to believe such stay would pose a significant risk to the safety of pupils being transported in a school bus.
2. Upon receipt of the rendered final decision, should the decision not be in favor of the bus driver, the worker shall have the following option:
  - A. At the worker's request, the Associate Superintendent, Division of Human Resources/Labor Relations or designee and the Union shall meet to attempt to come to a mutual agreement on a temporary job assignment. There is no guarantee that the temporary job assignment can be found for a particular worker because the arrangements shall be on a case-by-case basis. The Division of Human Resources/Labor Relation shall not be required to create work, but it shall make good faith effort to accommodate the worker.
  - B. Shall have the right to take an unpaid leave of absence throughout the duration of the suspension.
3. The Union will be provided copies of suspension notices.

### **ARTICLE 35 – TERM**

1. A material provision of this 2022-2025 Agreement is the District's commitment to fund increased health and welfare costs for the term, and upon expiration of this three-year agreement.

2. This Agreement shall remain in full force and effect up to and including June 30, 2025.
3. For the 2022-2025 school years, either party by mutual agreement may reopen on salary and two (2) additional non-economic Articles to be chosen by each party by delivering its reopener proposal to the other party no later than June 1 of each year.
4. The parties to this Agreement concur that the District's Health Care Plan is a major portion of employee's total compensation. Further, both agree that development and implementation of reasonable and effective measures to control to cost of this program without reducing benefit levels are in their mutual best interest. (See Article 30 – Fringe Benefits)
5. In the event a successor Agreement is not adopted prior to the termination date of June 30, 2025, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.

#### **ARTICLE 36 – TRANSFER**

Because service to the school District is recognized as the fundamental concern in the employment of all personnel, the transfer of personnel in the interest of the District is established as a matter of course. Transfers may be originated with the Administration or may be requested by an employee. "Transfer" refers to a horizontal movement of an employee from one job to another in the same class of positions and at the same salary rate. A "transfer" includes the movement of an employee from one school site to another site (i.e., from Webster Elementary School to Muir Elementary School).

A transfer may be affected by one of the following two methods: (1) Voluntary transfers, which are initiated at the request of the employee, and (2) Administrative or involuntary transfers, which are initiated by the District.

A transfer request should not be confused with a request for consideration for promotional opportunity.

##### **1. Transfer – Employee-Initiated**

- A. Employees who are permanent classified employees may request a transfer to a position on the same job classification level by submitting the Classified Transfer Request Form to the Division of Human Resources/Labor Relations. These forms are available from the head secretary of each school or department, or by request from the Division of Human Resources/Labor Relations. Employees may submit a request for transfer at any time (in accordance with subsection "B") and shall receive consideration on a continuing basis for a period of one (1) year. However, employees are urged to withdraw a transfer request should circumstances change their

willingness to accept a transfer if offered. The Administration shall consider transfer requests for all openings that occur in those classifications listed above, transfer requests on file shall be reviewed and the employees requesting transfers and found to be qualified shall be referred to the appropriate supervisor or principal for interview and consideration. When vacancies occur for these classifications, first consideration will be given to those who have requested a transfer. If no candidate is available from this pool of employees, the District may elect to interview other candidates.

- B. Employees may request a transfer by submitting the appropriate form to Human Resources/Labor Relations Department. A complete list shall be kept by Human Resources for a period of one (1) year. When an opening comes up that has been requested by someone, that position must be filled by the principal/supervisor after interviewing the three (3) most senior employees desiring the position.

An employee to be eligible for transfer must meet the following conditions:

1) Employee must have been in former school location for at least six (6) months, 2) Employee cannot have a negative evaluation, letter of warning or reprimand, or an unfavorable competency review on file.

If an employee who is eligible for transfer because of item 2 above, receives a positive evaluation or a letter of improvement is issued by the supervisor, the employee will again be eligible for transfer. All vacancies eligible to be filled by transfer will be posted at the school, site and Human Resources/Labor Relations Department and will be updated on a regular basis.

- C. Upon selection to a new position, the employee must serve a minimum of six (6) months in the position at the employee's new site before being entitled for consideration of a transfer.
- D. Custodians in less than four-hour positions after three (3) months in their probationary period and possess a positive interim evaluation may apply for an open position at the same school site.
- E. Custodians working a split shift school assignment will be prioritized to the permanent opening at their site before consideration of outside candidates.

## 2. **Transfer – Administrative**

- A. The Administration may affect the transfer of a classified employee when deemed in the best interest of the school District.
- B. An administrative transfer shall be enacted by the Superintendent or a division head after these procedures have been followed:

- 1) The employee being transferred shall be notified in writing of the recommended transfer and the reason for its request and may request a conference with the employees immediate supervisor.
  - 2) In cases where the transfer involves the employee's performance or attitudes, the Classified Employee Competency Review Form shall be used, and the employees shall be afforded sufficient time to make any suggested corrections.
  - 3) The transfer shall be discussed with the appropriate division head and approval by the Division of Human Resources/Labor Relations prior to the time the actual transfer request is initiated.
  - 4) Employees shall receive five days' notice prior to any involuntary transfer except in cases of District emergency.
- C. The District will notify employees filling in a temporary higher classification at least five (5) days in advance of their returning to their normal position.

3. **Transfer - Medical**

- A. The District will follow ADA guidelines and covering issues related to medical transfers.

**ARTICLE 37 – VACATION ALLOWANCE**

<u>Duration of Employment</u>		<u>12 Month Employee</u>	<u>11 Month Employee</u>	<u>10½ Month Employee</u>	<u>10 Month Employee</u>	<u>School Days Only</u>
<u>0-2 months Prior to July 1</u>		<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
<u>3-12 Months Prior to July 1</u>	1-3 Months	2.5	2.0	2.0	2.0	2.0
"	4 Months	3.5	3.5	3.5	3.5	3.5
"	5 Months	4.5	4.5	4.5	4.5	4.5
"	6 Months	5.0	5.0	5.0	5.0	5.0
"	7 Months	6.0	6.0	6.0	6.0	6.0
"	8 Months	7.0	7.0	7.0	7.0	7.0
"	9 Months	7.5	7.5	7.5	7.5	7.5

"	10 Months	8.5	8.5	8.5	8.5	8.5
"	10½ Months	---	---	---	---	---
"	11 Months	9.5	9.5	9.5	9.5	9.5
"	12 Months	10.0	10.0	10.0	10.0	10.0
	1-3 years	10.0	10.0	10.0	10.0	10.0
	4-10 years	15.0	14.0	13.5	12.5	11.25
	11-14 years	18.0	16.5	16.0	15.0	13.5
	15+ years	20.0	18.5	17.5	16.5	15.0

- For vacation computation purposes, a month shall be construed as more than one-half of the normal working days of the regular classified employee's work month.
- For longevity vacation allowance computation purposes, a year shall be construed as 75% or more of the normal work year.
- In all cases vacation is advanced in the current school year. For example, in order for twelve (12)-month employee to be entitled to fifteen (15) days' vacation, the employee must have completed three years and has begun the fourth year of employment.

1. **Vacation for Employees Who Work Less Than A Full Twelve Months:** All vacation days shall be taken during the winter or spring vacations at the discretion of the principal or department head. In no case may vacations be taken when school is in session, or at any other time that would necessitate the hiring of a substitute.

2. **Vacation Accumulation:** On the theory that vacation is given annually for the recreation and relaxation of employees, it shall not generally be accrued from year to year for the purpose of taking extended vacations. The District recognizes, however, that some vacation extension may have value, so to that end a maximum of ten (10) vacation days may be accrued and carried over to the following fiscal year.

Each unit member shall be responsible for monitoring their own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by their supervisor to use accrued vacation in order to avoid reaching the maximum accumulation.

3. **Vacation Accrued:** Unit members shall accrue annual vacation

at the regular rate of pay earned at the time the vacation is commencing according to the rules and regulations as set forth in this article. The scheduling of such vacation shall be within the sole discretion of District management.

4. **Vacation Pay upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination provided the employee has completed the first six (6) months of employment.

5. **Vacation Postponement:**

- A. If for any reason a bargaining unit member is not permitted to take all or any part of their vacation, the amount not taken shall, by mutual agreement of the employee and the District, be accumulated for use in the following year providing an exception form has been completed and submitted to Human Resources/Labor Relations or be paid for in cash. Under no circumstances will any vacation time be forfeited due to management refusal to authorize vacation.
- B. Exceptions to carryover maximum shall be made in writing on the appropriate form and submitted to the Classified Administrator, Human Resources/Labor Relations for approval.

6. **Vacation Requests:**

- A. **Custodial Vacations: During the Traditional School Year Period:** The total (school sites and Central Operations) number of custodians that may be on scheduled vacation on any given day will be limited to twenty-five (25) for which a substitute will be provided beginning with the first day of scheduled absence. Custodians will submit requests for vacation days in order of first and second preference to Central Operations starting on March 1 through May 1 preceding the upcoming traditional school year. The request must be approved by the senior site administrator prior to submission to Central Operations and cannot exceed more than ten (10) consecutive workdays at a time. If the vacation request has not been submitted to Central Operations by 3:30 p.m. May 1, in a coordinated effort, the Director of Central Operations, and the area supervisors will contact the site administrator and secure the custodial vacation request form prior to scheduling vacations.

The allocation of the twenty-five (25) daily schedule vacation positions will be assigned on a seniority basis. Each custodian submitting a request will be advised by Central Operations of approval or disapproval of requested days no later than July 1. Vacation requests made after May 1 of each year shall be submitted through the senior site administrator, or their designee, to Central Operations and approved on a first-come, first-served basis for vacant allocations. If no vacancy exists, the senior site

administrator, or their designee, may grant the vacation without a substitute being provided from Central Operations.

- B. Vacation requests in other departments will be granted at the department head's discretion on a first-come, first-serve basis.
- C. Reasons for denial of vacation requests shall be communicated to employee and given in writing, upon request.
- D. All Union members shall be allowed to use any vacation time, compensatory time, floating holidays or attendance incentive day/PAD when schools or sites are closed.

7. **Twelve Month Bus Drivers-Vacation Hours**

Twelve-month Bus Drivers shall be allowed to use vacation during the traditional year. A maximum of one (1) Bus Driver per day will be approved for vacation time during the traditional school year except Thursdays and Fridays from September 15 to October 15. Vacation will be approved in advance by seniority. Drivers will submit written vacation requests no later than the second Monday in May, with the schedule being published by the last day in May. Thereafter, all requests will be on a first come first served basis.

8. **Vacation Time during a Temporary Assignment**

Members who work in temporary assignments to receive job experience, may use up to five (5) consecutive vacation days during their temporary assignment if the assignment is greater than ninety (90) days. Scheduling of vacation days is at the discretion of the department head.

9. **Perfect Attendance Day (P.A.D.)**

Members who have perfect attendance for July 1 to June 30, of any fiscal year, shall earn additional time as follows:

School day only employees with perfect attendance will earn one (1) additional day of during the fiscal year.

School day only employees working a summer school assignment with perfect attendance shall earn one and one-half (1½) additional days off per fiscal year.

Twelve-month employees with perfect attendance will earn one and one-half (1½) additional days off per fiscal year.

The time will be granted July 1 of the following fiscal year of the perfect attendance. The scheduling of the time off must be mutually agreed upon with the department head.

The absences that will be viewed as qualifying for purposes of the Award are as follows:

- Scheduled District Holidays
- Approved Vacation

- Jury Duty
- Bereavement Leave
- Union Business
- Military Leave
- Personal Necessity
- Donated Catastrophic Leave

The interpretation of sick leave shall be construed to mean sick hours.

### **ARTICLE 38 – WORK OUT OF CLASS**

1. An employee occupying a permanent position no longer on probation may temporarily be assigned to a higher class with appropriate administrative approval. The employee shall receive an appropriate rate of pay for the day(s) worked. Any differential pay earned shall be added to the employee's next payroll check, in accordance with established payroll guidelines.
2. In determining the appropriate rate, the step placement shall be such that the employee will be placed on the higher class at Step I. In the event placement on Step I does not result in at least a five percent (5%) increase, the employee will be placed on the first step equal to or lower than his current step which results in at least five percent (5%) increase.
3. This temporary position is to be paid at rate representing at least a 5% increase unless 5% would result in a pay schedule that would exceed the pay a Step 5 of that position.
4. Should the temporary assignment to the higher class exceed twenty (20) workdays, the employee shall be paid at a rate on the salary schedule as if the employee had been promoted to the higher-level class for the entire period he/she holds the temporary position.
5. When there is a short-term temporary vacancy due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksites. This is applicable to unit member positions only. Management shall consider documented employee performance issues and or licensing issues when determining whether an employee is qualified to fill the temporary vacancy.
6. **Short Duration Plant Coordinator Openings:**  
When there is a Plant Coordinator I opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled from a list of volunteers at each school site by District seniority. If there are no volunteers at the school site, then the position will be filled from lists maintained by the Area Operational Services Manager.

When a Plant Coordinator II opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for



the period of the leave or until someone is hired, that position will be filled from a list of Plant Coordinator I maintained by the Area Operational Services Manager by District seniority, then a custodian at that school site selected by seniority, then by a custodian at that site, and then a custodian identified by the District.

7. To be placed on any Union eligibility list, employees must meet the minimum qualifications of the position description for said position. If an otherwise qualified Union member, whose most recent evaluation is marked "Meets Standards" in all areas, wants to gain experience as a plant coordinator I, gardener, transportation bus driver, dispatcher, or scheduler (must have proper license and certifications) or warehouse worker, the employee may apply for temporary work in any of those departments when the eligibility list is posted. To be placed on the PC II list, you must have served two (2) years of custodial experience and served as a PC I for two (2) years (four (4) years total), as per job specifications. An employee will not be allowed to work out of class more than 195 days (75% of a year) within a twelve-month period.

**Procedures:**

- A. Notice of Classified Position Opening, Eligibility List, shall be posted twice (2 times) a year: September 1 through September 21 and April 1 through April 21 of each year. The Union will receive a copy by October 1 and May 1 of each year. The District and Union agree that if a third list is needed one will be posted, times to be determined.
- B. The District shall fill the eligibility lists in the following order: 1) Permanent Union District employees, no longer on probation. Placement shall be determined by seniority.
- C. When a member accepts and successfully completes an assignment the member shall be placed at the bottom of the eligibility list.
- D. To work in any of these departments on a temporary basis, prior approval must be obtained from the employee's permanent work site supervisor or the site principal, if the employee is at a school site. If the employee is denied release from the permanent site, the site supervisor shall give the reason why in writing to the employee at that time. The employee will retain their position on the list.
- E. During the temporary work assignment management may end the assignment at any time for any reason. Should the employee's performance be less than satisfactory, as determined by the temporary work site management or designee, the employee shall be moved back to the employee's former position. The employee will be given notification in accordance with Article 17-Hours, Section 1. This decision shall not be grievable. The employee will be removed from the list. The employee may reapply on the next

eligibility list.

- F. An employee who declines an opportunity for a temporary work assignment shall be rotated to the bottom of the list.
- G. Employees on vacation, leave of absence, sick leave, will not be offered the temporary work assignment. They will retain their position on the list.
- H. Once an employee completes a temporary assignment or is moved back to their former position, that employee will be rotated to the bottom of the list in order to allow other employees on the list the opportunity for training through a temporary assignment.
- I. If an employee has been denied two (2) temporary assignments for any reason, they shall be released for the next open temporary position. Should a hardship exist within the releasing department, Human Resources/Labor Relations will assist in securing a substitute so the employee can be released.
- J. **Permanent** Union members not on probation, who accept a temporary position on any eligibility list shall be paid at the rate of pay, of the position, listed on the eligibility list. The employee can be on two (2) eligibility lists.

#### **ARTICLE 39 – SUBSTITUTE CUSTODIANS**

- 1. Effective June 2, 2017 substitute custodians shall become members in the Unit and subject to the terms of the parties Collective Bargaining Agreement as set forth in this article.
- 2. Substitute Custodians will receive three (3) days of paid sick leave per year – pursuant to Labor Code 233.
- 3. Substitute Custodians who are assigned to sites will receive a copy of their assigned Time Study of the area they will be covering for the assigned shift. The Plant Coordinator will provide an orientation to the assignment, the School Safety Plan and Supplies.
- 4. Substitute Custodians are subject to the following articles without modification:
  - Article 1-Agreement
  - Article 2-Annual Meeting of the Union and FUSD
  - Article 5-California State Disability Insurance
  - Article 6-Completion of Meet & Negotiation
  - Article 7-Concerted Activities
  - Article 8-District Rights
  - Article 9-Drug & School Testing Procedures
  - Article 12-Employee Organization Rights
  - Article 13-Employee Rights
  - Article 15-Grievance Procedure

Article 20- Nondiscrimination  
Article 21-Overpayment  
Article 22-Payroll Deductions  
Article 23-Program Implementation  
Article 25-Recognition  
Article 26- Reemployment  
Article 28-Safety Conditions  
Article 31-Savings Provision  
Article 33-Support of Agreement  
Article 35-Term  
Other Provisions

5. Substitute Custodians shall not be subject to the following articles:

Article 3-Seniority  
Article 4-California State Disability Insurance  
Article 10-Education Incentive  
Article 16-Holidays  
Article 17-Hours Article  
Article 18-Leave Positions & Compelling Personal Importance  
Article 24-Promotion  
Article 27-Safe & Driving Incentive  
Article 30-Health & Welfare Benefits  
Article 34-Suspension of Bus Driver License  
Article 36-Transfer  
Article 37-Vacation Allowance  
Article 38 – Work Out of Class

6. Substitute Custodians shall be subject to the following articles as modified below:

Article 11 – All sections of Article 11 shall apply to Substitute Custodians with the exception of Section 1, which shall not apply.

Article 14 – For Substitute Custodians, Article 14 shall not apply, and shall be replaced with the Substitute Custodian Review Form language as follows:

1. When a site administrator completes and submits a review form regarding a Substitute Custodian's performance, the administrator may, at the site administrator's request, receive input from the plant coordinator for whom the Substitute Custodian worked, the custodian team at the site, and any other member of the school community. All Substitute Custodian Review Forms shall be sent to the Division of Human Resources/Labor Relations and to the Department of Maintenance & Operations.
2. The criteria which are to be used in completing a Substitute Custodian Review Form shall include the Substitute Custodian's ability to perform the necessary functions of the Custodian job description, whether instructions were followed, punctuality, and whether the Substitute Custodian demonstrated professional conduct

in the workplace.

3. A negative Substitute Custodian Review Form must be submitted within 5 (five) days of the occurrence prompting the site administrator to fill out the Substitute Custodian Review Form.
4. A copy of any Substitute Custodian Review Form shall be provided to the Substitute Custodian by the Division of Human Resources/Labor Relations within (5) days from the completion of the Substitute Custodian assignment.
  - A. The Substitute Custodian shall have the right to submit a response to any such Substitute Custodian Review Form within fifteen (15) days. The employee has the right to request Union representation to assist during this process.
  - B. A representative of Human Resources/Labor Relations shall review the response prior to entering the Substitute Custodian Review Form in the Substitute Custodian's official personnel file. Upon request, the employee representative will be included during the review.
  - C. If a representative of Human Resources/Labor Relations and the employee's representative agree that the charges are not valid the form will not be entered into the employee's personnel file and will be destroyed.
  - D. If the Substitute Custodian Review Form is filed in the Substitute Custodian's personnel file, the response shall be attached and filed with the evaluation in the Substitute Custodian's official personnel file.
  - E. The Human Resources/Labor Relations representative's determination regarding whether a Substitute Custodian Review Form shall be entered in a personnel file shall not be subject to the grievance procedure.
  - F. The Human Resources/Labor Relations Representative shall make a final determination as to whether the Substitute Custodian Review Form at issue is a negative Substitute Custodian Review Form for the purpose of this article.
  - G. A Substitute Custodian who wishes to meet with a representative of Human Resources/Labor Relations to discuss a negative Substitute Custodian Review Form will be given an opportunity to do so, the employee will have the right to have a Union representative present at the meeting.
5. Any Substitute Custodian who receives a serious negative Substitute Custodian Review Form or a serious complaint against the employee can be removed from the District list of available substitutes for a

minimum of one (1) year.

6. Any Substitute Custodian who receives three negative Substitute Custodian Review Forms will automatically be removed from the District list of available Substitute Custodians for one (1) year. Negative Substitute Custodian Review Forms may be used up to 2 (two) years after placement in the personnel file.
7. If the Substitute Custodian is removed from the list of available Substitute Custodians in the District, upon request, the Union shall meet with the HR Administrator within 10 days to discuss the possibility of future employment.

*Article 18* – The provisions of Article 18 shall not apply to Substitute Custodians, except for leaves as required by law.

*Article 19* – All provisions except 3 apply to Substitute Custodians.

*Articles 24 & 36* – The parties agree that promotions and transfers shall not apply to Substitute Custodians, but instead the District shall continue the Substitute Custodian lateral process whereby the District interviews and/or places transfer requests for vacant full-time custodian positions, and then places Substitute Custodians in order of seniority.

*Article 29* – Substitute Custodians shall be placed at Step 1 of N-25 on the salary schedule. Sections 3., 4., and 5., of Article 29 do not apply to Substitute Custodian.

*Article 32* – Seniority for Substitute Custodians shall be defined as a Substitute Custodian's date of hire with the District. Upon a placement to a regular Custodian position, the Substitute Custodian's seniority date shall be the date of placement in the new classification.

*Appendix A* – Substitute Custodians are placed at Grade N-25.

*Appendix B* – Substitute Custodians are placed at Step 1 of Grade N-25 and shall not be subject to annual step advancement of anniversary increments.

#### **ARTICLE 40: CUSTODIAL AND GROUNDS OVERSIGHT COMMITTEES**

The parties agree to establish oversight committees for custodial and grounds during the term of the Agreement comprised of four members appointed by SEIU and four members appointed by management which shall meet on sites identified by the District as needed in order to develop collaborative solutions to custodial and grounds need identified by the District.

## APPENDIX A

### OPERATIONS UNIT

Effective July 1, 2022

<b>GRADE</b>	<b>CLASSIFICATION</b>
N-25	Custodian Warehouse Worker/Trainee*
N-27	Physical Education Custodian (M/F)
N-30	Grounds Maintenance Worker I Lead Custodian Swimming Pool Operator
N-31	Plant Coordinator I
N-32	Grounds Maintenance Worker II Stadium Grounds Specialist Warehouse Worker/Driver I
N-33	Bus Driver District Courier Plant Coordinator II Truck Driver
N-34	Grounds Maintenance Worker III Warehouse/Freezer Worker
N-35	Auditorium Operations Manager District Courier II Relief Bus Driver Warehouse Worker/Driver II
N-36	Grounds Maintenance Worker IV
N-37	Senior Bus Driver/Team Bus Driver
N-38	Transportation Scheduler
N-43	Dispatcher

\*One-year position--At the completion of one (1) year and upon meeting the standards of expectations for the training period, a Warehouse Worker/Driver Trainee will automatically advance to Warehouse Worker/Driver I (Grade 32).



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