Agreement Between

CUPERTINO UNION SCHOOL DISTRICT

and

LOCAL 521, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW/CLC

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PREAMBLE

The mutual mission of the parties to this agreement is to establish and maintain a workplace with a culture of mutual respect. In furtherance of this mission, the Cupertino Union School District, hereinafter referred to as "District," and Local 521, Service Employees International Union CTW/CLC, hereinafter referred to as "Union," agree as follows: (2001-2004)

Article I – Recognition

Section 1.1

California Educational Employment Relations Board on April 13, 1977, certified Local 521, Service Employees International Union, CTW/CLC, as the exclusive bargaining representative for the Operations-Support Service Unit, Local 521, having been certified by the Public Employment Relations Board, is recognized by the District as the exclusive bargaining representative for the workers included in Appendix A. This recognition shall not include District workers designated as management, supervisory, or confidential by the Board, subject to PERB regulations.

Section 1.2

The District agrees not to meet and negotiate with any other classified employees' representative other than the union concerning employees, included in Appendix A, for the duration of this Agreement; further, the District agrees not to negotiate with any classified employee, included in Appendix A, individually during the duration of this Agreement on matter subject to meeting and negotiating.

Section 1.3

The Union recognizes the Board as the duly elected representative of the people and as the duly constituted representative of the educational interest of the pupil. The Union agrees to negotiate only with the District or its duly appointed representatives by the District to act in its behalf.

Section 1.4

The Union agrees that neither it, nor its members or agents will attempt to represent in any negotiations the interests of anyone other than members of the Unit; and that the interests of pupils, parents, the public, the Board, and other workers will be the sole concern of the District and/or these respective parties, except to the extent that such interests are collateral to the interests of the members of the Unit.

Article 2 - Union Rights

Section 2.1 - Dues Deduction

The District shall deduct, once monthly, the amount of Local 521 regular and periodic dues and insurance premiums as may be specified by Local 521 under the authority of an authorization card signed by the employee. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded to the Local 521 office, as soon as reasonably possible. Dues shall be deducted only for members of the Union within the represented Unit. The District shall provide to the Union once yearly, a complete list of the names of workers of the Operations-Support Services Unit. Names of new employees within the Unit will be given to the Union on a monthly basis.

Section 2.2 - Bulletin Boards

The District shall provide bulletin boards at the locations listed below: each school site, staff lounge, and kitchen, in the District Office Warehouse, Transportation Lounge, Maintenance Hallway, District Yard Trailer, Gardeners Shop, Custodian Shop, Paint Shop, and any other shops not located at the District Office.

Section 2.3 - Union Orientation Package

A. Each new worker shall receive a packet of information provided by SEIU describing, e.g., benefits, rights, etc. of the Union. The packet shall be as determined by SEIU and may include information on Union membership and a membership/dues authorization form. This information shall be given to each new worker, along with any other new employment material.

B. Upon the hiring and completion of orientation of any new bargaining unit member, the District will provide the following in writing to SEIU Local 521 Chapter President:

The name, work/site location, and the work/site telephone number of the new bargaining unit member.

If the laws regarding agency fee change to remove a mandated agency fee and/or automatic dues/fees payroll deduction without individual employee authorization, the language of section 2.3.B as it existed in the predecessor (2001-2004) Agreement shall automatically become operative.

Section 2.4 - Union Access to Work Location

Local 521 officers and representatives will be permitted access to District facilities for the purpose of contacting members concerning Union business during non-working time and they will notify department managers or school principals of their intent to visit and/or of their arrival at a given work location. They will be permitted entry upon presentation of acceptable identification. Managers may restrict access during work time if such access would unduly interrupt school business.

Section 2.5 - Union Representatives

A. The District recognizes the need and affirms the right of Local 521 to designate Stewards from among workers in the Unit. It is agreed that Local 521 is promoting an effective relationship between managers and workers by helping to settle issues at the lowest level of supervision. All members have a right to Union representation, upon request, (of his or her choice) at any meeting which may result in disciplinary action, as described below. (2021-22)

Section 2.5.A.l

1. Sixteen (16) stewards are designated for the entire bargaining unit and located throughout all departments at the District:

2. One of the above stewards shall also be elected as chief steward. The chief steward, or designated steward, shall have release time for handling grievances and as a second grievance representative or disciplinary hearing representative, only with the approval of the District. The chief steward shall be entitled to release

time to attend arbitration hearings. When a supervisor requests a meeting with a worker which could result in disciplinary action or regarding formal disciplinary proceedings pursuant to Article 16 (Discipline), the worker shall, upon request, be allowed to select a steward of his/her choice, provided that the meeting shall be held within 24 hours of the supervisor's request in any event. When a steward has been requested to represent a member, the steward shall be granted all necessary release time. (2007-08, 2021-22)

Stewards will be designated by the Union to represent workers in regard to the grievance procedure or to represent SEIU Local 521 on District committees including health and welfare committee and/or budget committee. In consideration of the overall impact on departmental operations and reduced workforce capacity, the Union agrees not to designate two (2) stewards from the same department to serve on committees. When such representation takes place during the steward's regular working hours, the steward shall receive release time without loss of pay. (2021-22, 2025)

Under normal conditions, stewards will secure permission from his/her manager, or a designated manager to leave his/her work area for the purpose of handling a grievance, at least one shift before the anticipated time of departure from his/her work. In the absence of the manager, the District will designate a responsible person for the steward to contact. If the designated manager is unavailable, or the steward is unaware of who has been designated, the steward will contact the Human Resources Department.

After a steward receives permission to leave his/her workstation, he/she will proceed promptly to the site designated.

When he/she reaches the site of the grievance he/she will report to the site manager or principal and request permission to contact employees on the site who are involved in the grievance.

When he/she has completed his/her investigation, he/she shall promptly return to his/her own work location and resume his/her regular duties.

Liaison between day shift and night shift stewards will be done on non-working time.

B. Local 521 agrees to notify the District of the names of their stewards. The union shall provide periodic listings identified as stewards. If a change in stewards is made, the District shall be advised in writing of the steward being replaced and the steward named to take his/her place. (2021-22)

C. Local 521 shall be allowed release time for five (5) of its members for the purpose of attending negotiation sessions (including agreed upon caucus time) which are mutually scheduled by the parties. On full day (6 to 8 hours) negotiation sessions, up to the first three (3) hours shall be for caucus/preparation. On less than full day (0 to up to 6 hours) negotiation sessions, the caucus/preparation time at the beginning of the session shall be up to one-half the number of full hours scheduled for the session (e.g. two (2) hours caucus/preparation for a four (4) hours session, 2.5 hours for a five (5) hour session, etc.). The Union will collaborate with the Associate Superintendent/designee to assess the need or additional release days for negotiations preparation during each bargaining cycle. Consideration will be given to the potential impact on the workforce and the caucus/preparation time already provided on negotiations days as described in this section. Any request for additional release time to prepare for negotiations shall be communicated to the Associate Superintendent/designee at least five (5) duty days in advance of the requested day in furtherance of the considerations described above. When authorized Union representatives attend negotiating sessions with District representatives and miss regular scheduled working hours, they shall suffer no loss of pay. If a negotiator works the swing, night shifts or any alternative schedule he or she shall also be excused from their regular assignment. Any supplemental overtime beyond, his or her regular shift, shall be subject to approval by the District. (2021-22, 2025)

D. Local 521 representatives employed and recognized by the District (officers and stewards) may assist workers in resolving grievances. Local 521 representatives may in the presence of the worker or by written authorization of the worker, and with a member of the District's Human Resources Department, inspect the worker's personnel file.

Section 2.6 - Meeting Space

The District shall reasonably make available space for the purpose of holding Union meetings during off-duty time periods. Local 521 shall provide timely advance requests for such space and comply with District regulations on use of facilities.

Section 2.7 - Release Time

Unit members selected by the Union will be released from work without loss of pay when required to attend meetings of District-sponsored committees.

A. Notification. It shall be the responsibility of the Union to inform the Human Resources Department of the Union representatives and alternates on any District sponsored committee. Such notice need only be given once, at least one week, if possible, prior to the commencement of the initial committee meeting, so long as the Union representatives remain the same. Notice of any permanent changes in representatives shall be given to the District at least one week, if possible, prior to the meeting for which the change will occur. In the event an unanticipated absence of a representative requires the attendance of an alternate for one meeting, the Union will give the District as much notice as possible. It shall be the responsibility of the District to notify workers' supervisors when workers are scheduled to attend prescheduled meetings, or meetings held at the request of the District. (2021-22)

Section 2.8 - No Discrimination

No worker shall be discriminated against in violation of the law because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, union activities or political affiliations. The parties agree that workers shall be assured freedom from discrimination and harassment. (2007-08)

It is agreed that alleged violation of this section will be grievable only to the Superintendent level of the grievance procedure.

Article 3 - Definition of Terms

Section 3.1

"The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

Section 3.2

"Member of the Unit" refers to all classified workers serving in the classifications listed in Appendix A hereto.

Section 3.3

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" means health and welfare benefits as defined by Section 53200, Leave and Transfer Policies, Safety Conditions of Employment, class size, procedures to be used for the evaluation of workers, organizational security pursuant to section 3546 and procedures for processing grievances pursuant to section 3548.5, 3548.6, 3548.7 and 3548.8. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any workers or employee organization on any matter outside the scope of representation.

Section 3.4

A "regular, full-time worker" is defined as a member of the Unit who is assigned to work eight (8) hours per day over a ten (10), eleven (11), or twelve (12) month annual work schedule.

Section 3.5

A "regular, part-time worker" is defined as a member of the Unit who is assigned to work less than the regular full-time employment schedule as defined in this Article.

Section 3.6

"SEIU" or "Local 521" or "Union" means Local 521, Service Employees International Union, AFL-CIO.

Section 3.7

"Board" means the Governing Board of the Cupertino Union School District.

Section 3.8

"District" means the Cupertino Union School District.

Section 3.9

"Duty days" are days on which members of the Unit are required to report to work.

Section 3.10

"Exclusive representative" refers to Local 521, Service Employees International Union, AFL-CIO.

Section 3.11

"School year" refers to the yearly period from July 1 to June 30.

Section 3.12

"Classified worker" means a regular full-time or part-time classified worker who is a member of the Unit.

Section 3.13

"Superintendent" means the Superintendent of the Cupertino Union School District or his/her designee.

Section 3.14

"Principal" means the chief executive officer of one (l) or more schools.

Section 3.15

"Manger" or Supervisor" means the person(s) that oversees and directs the work of the employees designated under a specific job class.

Section 3.16

Other definitions applicable to a specific Article are included in the appropriate Article.

Article 4 - Organizational Security

Section 4.1 - Agency Open Shop

Dues and other employee authorized deductions – The District agrees to deduct from the pay of all bargaining unit workers such Union dues authorized in writing by the worker as prescribed by the Union. Said deductions shall be paid to the Union monthly, together with the following printed on a statement: employees last four of their social security number, base wages, and amounts deducted. These dues shall be deducted from the worker's paycheck and shall be calculated on base pay. (2021-22)

New hire report – Within 30 days of hire, or by the first pay period of the month following hire, the employer must provide the Union with the name, job title, department, work location, work, home, date of hire, personal cellular telephone numbers, personal email addresses on file with the employer, and home address of all newly hired employees. (2021-22)

In September and January (and upon request) of each year, the employer must provide the union with the name, job title, department, date of hire, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of all employees in the bargaining unit. (2021-22)

All workers in the unit who have made an authorization for the deduction of Union dues, which authorization is in effect on the effective date of this Agreement, shall have such deduction continued. Workers may also voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE (Committee on Political Education) fund and remit these funds monthly. (2021-22)

Definition – Part-year workers are employed for less than 52 weeks and are assigned a fixed work year and shall also pay Union dues. (2021-22)

All bargaining unit workers (except those who qualify under Section 4.3 below, and all workers employed four (4) hours or less prior to the date of the election, 9-23-92) shall be members of SEIU and pay dues in an amount set by the Union. The District agrees to deduct from the pay of all bargaining unit workers such SEIU dues authorized in writing by the worker as prescribed by the Union. Said deductions shall be paid to SEIU monthly.

Section 4.2 - Reinstatement

Upon the reinstatement of any unit worker, or upon return from unpaid leave of absence or recall from layoff, the District will resume or initiate dues, service fees, or charity fee deductions for such unit worker in accordance with this Article.

Section 4.3 - Checkoff

The Union shall have the sole and exclusive right to have membership dues deducted by the District on payroll authorization forms for all unit workers covered by this contract. The District shall deduct Union dues and other voluntary deduction programs upon written authorization from any workers in accordance with state law and the provisions of this Agreement. The District shall pay over to Local 521, SEIU within fifteen (15) days all sums so deducted. Payroll deduction authorization may only be revoked during the resignation period which is the thirty (30) days following the expiration of this Agreement.

Section 4.4 – Printing of Agreement

The District will publish an electronic copy of the contract within 60 days after ratification to its website. The parties also agree to split the cost of printing 100 copies or an agreed upon amount within 90 days after ratification. The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of copies of the printing run. The design, format, and number of copies of the printed Agreement shall be jointly determined. The Agreement shall be printed by the Union subject to District approval of the quoted price. It is agreed that the contract will be printed not more than 60 days after ratification and adoption of this agreement. The District shall receive its supply of copies on the same date as the union.

Section 4.5 – CUSD Directory

The District shall provide the Union with electronic copy of each new District directory. (2021-22)

Section 4.6 – New Worker Orientation

The Chapter Chairperson and Union Internal Organizer shall be notified within 5 days of all new hires, effective immediately. The notice shall include New Employees name and Title and Start date. On the first date of employment, in accordance with Government Code sections 3555-3559, the SEIU Chapter Chairperson (or designee) shall be provided with one hour of release time during their workday to introduce their worker to the union.

Article 5 - Hours of Employment

Section 5.1 - Workweek

A. The normal workweek for full-time workers shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.

B. 12-month Unit employees may participate in alternative workweek during the month of July wherein the unit member will work four (4) consecutive days instead of five (5) days with mutual agreement between employee and his/her supervisor. The unit member must submit a request form to his/her supervisor by June 1 of the school year. The composition of the schedule will be determined and agreed upon by the unit member and the supervisor. Alternative workweek schedule is generally unavailable for the following classifications: Nutrition Services, transportation and custodians assigned to a site with a summer school program. (2021-22, 2023)

Section 5.2 - Workday

The hours of the workday shall be designated by the District for each classified assignment, in accordance with the provisions set forth in this Agreement. Each worker shall be assigned a fixed, regular and definite number of hours of work.

Under the provisions of this Agreement a shift is defined as consecutive hours on paid status within a regular workday. Lunch periods do not constitute an interruption of a shift. The workday may consist of two (2) or more shifts separated by unpaid time periods, and the worker shall be paid the split shift differential if they meet the criteria set forth in section 6.8 of this Agreement. (2024)

Section 5.3 - Adjustment of Hours

A worker who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment to such work by his/her immediate supervisor, shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a pro-rata basis.

Section 5.4 - Lunch Periods

A. All workers working the normal workweek as defined in 5.1 above shall be entitled to an uninterrupted lunch period each day, except in cases of emergency or where other mutual arrangements have been made between the worker and his/her immediate supervisor. Such lunch period shall be unpaid.

The length of time for such lunch period shall be no less than one-half (½) hour and shall be no longer than one (1) hour. Lunch periods shall be scheduled at or about the midpoint of each work shift.

Workers who are on paid status more than five (5) but less than six (6) consecutive hours will have the option to be provided a non-paid lunch period of no less than one-half (½) hour and no more than one (1) hour. Whether this lunch period is provided shall be established annually at or around the beginning of the school year. Exercise of this option may be changed once during the school year at the worker's request with reasonable advance notice. Lunch periods will conform to the terms above unless otherwise mutually agreed to by the workers and supervisor.

B. When a worker is assigned for five and one-half (5½) consecutive hours or more and one-half (½) or more of the assigned hours occur after 6:00 p.m., such worker will be provided a paid lunch period of thirty (30) minutes. Workers afforded a paid lunch period will be required to remain on the work site during his/her lunch period.

The District will continue to provide a paid lunch period of thirty (30) minutes to full-time workers whose shifts end after 6:00 p.m.

Section 5.5 - Rest Periods

Each worker shall receive a fifteen (15) minute break during each four (4) hours of consecutive service, with the break scheduled at or about the mid point of the four (4) hour period. Such breaks will be scheduled by the worker's immediate supervisor. (2013)

Workers who work at least three (3) but less than four (4) consecutive hours will be provided a ten (10) minute rest period at or about the mid point of each of his/her shifts. However, work requirements may necessitate scheduling of breaks at other times during the shift. Breaks will be scheduled by the worker's immediate supervisor. (2013)

A. Bus drivers who do not qualify for a rest period as defined above, shall receive one (1) fifteen (15) minute break per day.

Section 5.6 - Rest Facilities

The District shall make available at each work site lunchroom and restroom facilities. Workers shall have the right to return to their homebase worksite to eat their lunch if desired. Workers who work at multiple sites may choose among such sites to eat their lunch. (2024)

Section 5.7 - Voting Time Off

The District will grant a worker paid time off for the purpose of voting in state or federal elections if such time off is necessary.

Section 5.8 - Overtime

A. Calculations and Assignment

1. All hours assigned and worked beyond eight (8) hours in any regular work day, or forty (40) hours in any regular work week, shall be compensated at the rate of one and one-half (1½) times the workers regular rate of pay, including applicable wage differentials.

2. Sixth-Seventh Day - All work assigned on the sixth (6^{th}) and seventh (7^{th}) day of the worker's regular workweek will be paid for at the rate of one and one-half (1½) times the worker's regular rate of pay, including applicable wage differentials.

3. Overtime shall be offered first to regular workers at the school sites who normally work such assignment. Overtime will be offered on a rotating seniority basis to ensure equal opportunity to work overtime. Workers assigned to the District Office will be assessed quarterly as to their desire to work overtime and a list shall be established for the rotation.

4. Overtime will not be required unless volunteers to accomplish necessary work are not available.

5. The District may offer compensating time off in lieu of compensation for unit members who perform overtime work. If compensating time is offered, the member of the Unit may elect to receive either compensating time off credit in lieu of cash compensation or cash compensation for overtime worked. Compensating time off would be equal to one and one half (l½) times the regular rate of pay.

6. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, vacation, sick leave for the worker's entire shift and compensated time off shall be considered as time worked by the unit members.

B. Compensatory Time

1. All overtime work will be authorized in advance by the worker's manager.

2. Compensatory time shall be taken within the week earned whenever possible, but in no case later than twelve (12) months after the date on which it was earned provided that such period in which to utilize the compensatory time is deemed to be reasonable under federal regulations. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the worker in cash for all such time at the appropriate overtime rate based on the worker's rate of pay at the time it is received.

3. Compensatory time off may not be used prior to the date earned.

4. Only compensatory time off which has been properly authorized and reported to Human Resources Department shall be approved for use.

5. Compensatory time must be used prior to approval of vacation time. Absence reports are to be completed after use of compensatory time.

6. In accordance with the Fair Labor Standards Act (FLSA), employees may not accrue in excess of 240 hours compensatory time. Any hour in excess of 240 must be paid for by the District in the pay warrant for the pay period in which it was earned.

7. At the worker's request, the appropriate departmental authority shall give the worker the accurate official documentation of accrued and earned compensatory time and compensatory time spent during the previous twelve (12) months.

C. The provisions of this section (5.8 and all subdivisions) apply to all unit members. (2001-2004)

Section 5.9 - Work Beyond Regular Assignment

A. Call Back Pay
A worker returning to work after his/her normal shift shall be paid for not less than two (2) hours at time and a half (1½). If the time worked exceeds two (2) hours, pay shall be for the time worked at time and one half (1½). Extensions of usual work shifts shall be paid for at straight time rates, unless such extension of the usual work shift exceeds eight (8) hours for that work shift or forty (40) hours for that workweek.

B. Holiday/Weekend Call Back Pay
A worker returning to work during the affected worker's designated holidays or weekends shall be paid for at a rate not less than three (3) hours at time and one-half (1½).

C. Substitute Work
Regular workers at a job site shall have first priority to serve as substitutes for absent workers at that site provided that the assumption of the added work does not interfere with the performance of the regularly assigned duties of the worker and the worker is qualified to perform the work of the absentee. If no worker wishes to substitute, on call personnel will be used.

Section 5.10 - Bus Route Bidding

A. Definitions:
1. "Seniority" for the purpose of this section shall be computed as years of service as a bus driver commencing with the worker's date of hire. Seniority as defined here does not apply to layoff.

2. A "regular run" is the transportation of students from home to school, school to home, or school to school, on a regularly scheduled basis. A regular run begins with the pickup of students from one location and ends with the delivery of these students at another location. A regular run includes AM and PM routes.

(2023)

3. A "midday run" is any non-regular run occurring at any time of the day. Midday runs are defined as Kindergarten, Mental Health, Occupational Therapy, other non-regular runs and runs not previously scheduled such as an unforeseen situation that a driver suddenly has to leave work early and/or a student has been inadvertently forgotten for whatever reason. This includes the 4pms that the District has assigned in the past. (2024)

4. An "extra run" involves the non-regular transportation of students which is not part of the scheduled daily route. Extra runs involve transportation for such activities as daily field trips, camp runs, late activities, after-school sports, and Saturday and Sunday trips.

5. A "daily route" is comprised of a series of regular runs. The daily route will determine each driver's daily assignment and will consist of a fixed and definite number of hours. (2023)

6. Any runs that arise from suddenly occurring circumstances will be assigned to any available driver. (2024)

7. All temporary vacancies among drivers shall be filled as quickly as possible.

B. Yearly Bidding

1. All runs and routes will be established by the District. The District shall establish a daily schedule which shall include all AM and PM runs and midday runs. Midday runs will be bid separately from the AM and PM runs. AM and PM runs and midday runs will be bid on individually and separately by seniority. Each driver will be entitled to bid on one midday run by seniority on a rotational basis. (2024)

   If the number of drivers exceeds the number of midday runs, the difference will constitute the number of passes available to the drivers. For instance, if there are thirty-five (35) drivers and only thirty (30) midday runs, the District shall allow for five (5) passes on midday runs by seniority.

   If a driver utilizes a pass during their bid, this indicates that they are choosing to forego assignment on a particular run.

   If a driver passes on a midday run and/or a midday run is eliminated then s/he must mutually agree with the Transportation Manager on additional job-related tasks to complete to allow the driver to work the minimum guarantee of seven (7) hours.

   However, if a midday run becomes available after the bidding period, then the unassigned midday run will be offered by seniority and availability to the drivers who previously utilized a pass on a midday run.

   If the number of midday runs exceed the number of drivers, then once each driver has at least one (1) midday run, the remaining midday runs shall be offered by seniority. If not all midday runs are accepted after the second round of bidding, then the remaining midday runs will be assigned by reverse seniority and availability.

   All routes shall include sufficient additional time for bus drivers to complete job-related tasks for fueling. If a driver believes such additional time is insufficient, s/he may request the Transportation Manager for review of the driver's route.

The following allotted time will be reflected on the bus drivers' allocation sheet. (2021-22)

   a. Bus drivers will be given thirty (30) minutes for pre-trip checkout of the bus (including CHP list of required checks). Type I Air Brake Drivers will be provided forty-five (45) minutes for pre-trip

checkout.

b. Bus drivers will be given fifteen (15) minutes daily for cleaning their buses and checking email (fifteen (15) minutes after their AM ROUTE ONLY).

Upon receipt of such a request the Transportation Manger shall, within a reasonable amount of time, review the route to determine if additional time is needed. If additional time is not granted, upon request the Transportation Manager shall, within three (3) work days, schedule a time for a ride-along to review the route. The Transportation Manager shall then make the final decision on the request. (2013)

2. Drivers shall retain their bus unless they voluntarily bid and accept another bus provided they meet California Highway Patrol (CHP) standards. Prior to the first day of school, all vacant buses will be posted. Bus drivers will bid on vacant buses and will be assigned according to seniority. Following bidding of buses, all daily routes will be established and posted. Bus drivers will bid on daily routes and shall be assigned according to the requirements (size and capacity) of their bus as may be determined by the California Highway Patrol (CHP) by seniority.

3. After assignments have been made, buses will remain on designated routes unless transportation requirements exceed bus capacity. (2016)

4. During the school year, regular assigned routes and hours may be adjusted in order to achieve parity in assigned hours between drivers if such adjustments are mutually agreed to by the drivers involved and the District.

5. Drivers may not use the bidding process to bump other drivers from their bus.

6. An absent driver may bid via proxy with another driver of their choice, to choose a bus and/or route for them; the absent driver may not change the proxy bid. The absent driver must notify the Transportation manager via email twenty-four (24) hours in advance of Bus bid and/or route bid. For purposes of this section, an "absent driver" is a worker who is absent on the day(s) of bidding and who is scheduled and expected to return to work when the route commences. (2024)

C. New/Vacant Routes and Runs

1. During the school year, routes that become vacant shall first be analyzed for reassignment to existing route(s). Any reassignment of runs shall be done by seniority within the route area when feasible. (2021-22)

Drivers will have the opportunity to bid on new/vacant daily routes during the school year. Routes shall be posted for three (3) working days to all drivers. Drivers shall have three (3) working days from the date of the posting to formally notify the Transportation Manager if they wish to fill the daily route. Daily routes shall be assigned by seniority to those drivers applying during the three (3) day posting period provided the driver meets the California Highway Patrol (CHP) standards.

2. If a route becomes vacant, the bus shall stay with the vacant route unless, on the basis of seniority, drivers request to exchange their bus for a bus from a vacant route. Such exchanges will be approved if the buses are identical in handling route requirements.

3. New or vacant runs will normally be assigned if the assignment can be accomplished with the constraints of the geographical location and scheduling of the route.

D. Extra Runs

Extra Runs will be defined in two (2) categories and will be assigned or offered to drivers as follows:

1. Category 1: Field trips, Camp runs, and Sports shall be assigned by seniority in rotation to drivers who can accomplish the assignment on the basis of (1) bus classification, (2) District qualified, (3) seniority, and (4) geographical constraints.
    a. Field trips are to be assigned in the following priority order:
        i. Floaters who are not driving
        ii. Sign-up sheet (in seniority order)
        iii. Inverse seniority among all drivers in rotation when the number of trips exceeds the number of drivers on the sign-up sheet

2. Category 2: Saturday, Sunday and after-hours trips shall be offered by seniority in rotation to drivers indicating their availability for such runs who can accomplish the assignment on the basis of (1) Type I qualified, (2) Seniority, (3) availability, or (4) District qualified.

3. Drivers shall indicate their availability for extra runs by category on a signup sheet for Category 1 and Category 2 set forth in section 5.10 (D)(1) and (2) above and shall have the right to add or delete their names on a monthly basis up to and including the last working day of each month. Drivers whose names remain on Category 1 sign-up sheet after the last working day of the month will be assigned to Category 1 trips according to section 5.10 (D)(1) above. Drivers who reject an offered assignment from Category 2 will drop to the bottom of the list. (2024)

   The District shall keep a monthly written record of all accepted and rejected extra runs and field trips.

   The District may adjust breaks and/or lunch times for Drivers assigned to Category 1 field trips.

4. Other drivers who meet California Highway Patrol (CHP) standards may sign up for extra run work if requirements exceed available drivers. They will be assigned by seniority on an ongoing rotational basis. Training will be provided on a seniority basis if qualified drivers are not available.

E. Posting
    1. All vacant buses, routes and runs will be posted as far in advance as possible and normally for at least three (3) working days.

    2. All postings will describe the route or run as to length, time, school(s), number of children, and bus requirements.

F. Posting of Hours - The Transportation Department shall post and update on a monthly basis the following information concerning each driver: normal hours assigned, extra runs offered or assigned, cumulative total of hours earned on extra runs, cumulative total of overtime. This posting shall be on a bulletin board that is available for inspection by the drivers.

Section 5.11 - Bus Driver Training and Inservice

The District shall pay the worker his/her rate of pay for the following training or inservice:

A. Pre-employment training (behind the wheel only, not to exceed twenty (20) hours) to be paid in a separate warrant after satisfactory completion of the probationary employment period with the District. Reimbursement shall be in the form of compensation only, not hours for purposes of seniority. It is within the discretion of the District to offer this training in any given year.

B. Annual bus driver inservice(s), including the inservice immediately prior to the opening of school.

C. The ten (10) hours of yearly inservice: such classes are to be scheduled at the discretion of the District. The worker shall be paid accordingly, (regular or overtime pay), depending on whether the inservice falls within

or outside of his/ her regular workday.

D. The ten (10)-hour in-class renewal training (and accompanying testing time if done during the worker's workday) is required every five (5) years. Scheduling of and compensation for these classes shall be as provided in paragraph (C) above. The driver trainer will be available during at least two (2) scheduled inservice days to provide behind the wheel training to drivers referred to in this section D. Such drivers shall submit training requests prior to the inservice day to allow for scheduling of time when both the driver trainer and bus driver are available. (2007-08, 2013)

E. All other required inservice and training.

F. All drivers will be offered training on the Max2 at the inservice. (2021-22)

G. Transportation Agreement
The District agrees to guarantee seven (7) hours for Transportation employees, from the current minimum of four (4) hours, so the District can retain our current employees and attract new hires. The parties agree the seven (7) hour guarantee may be publicized for hiring purposes immediately. (2021-22)

Section 5.12 – Hours and Working Conditions

A. During non-driving hours, drivers will perform the following transportation duties in addition to the responsibilities listed on the job description including: (2021-22)

- organizing tire/oil shed
- fueling and washing buses
- preparing/deep cleaning buses to keep ready for CHP inspections
- covering routes due to absent drivers
- dry runs
- calling parents to give pickup times and set up pickup/drop off location
- waxing buses to get ready for CHP inspection
- installing/removing equipment
- mapping/updating route cards
- driver meetings
- cleaning and disinfecting of excreta, blood, spit, and mucus
- writing incident reports and completing other paperwork
- random drug testing
- update driver allocation sheets
- required renewal classroom training
- behind the wheel training
- CHP written testing
- CHP behind the wheel testing
- becoming proficient on all buses

B. The Type I certified driver with Air Brake endorsements who is currently using the license for field trips will be paid an additional five percent (5%) on their salary on a monthly basis. There will be a maximum of four (4) drivers excluding the floaters. (2024)

C. Drivers assigned to be floaters will be paid an additional five percent (5%) on their salary on a monthly basis and will be expected to follow the schedule of their daily assignments which may include field trips. (2024)

D. The seven (7) hour shift guarantee is a minimum for the drivers.

E. The District shall provide all bus drivers with three (3) days notice for any students added to their route. At the end of the three (3) days, drivers shall present their revised route cards to dispatch for documentation purposes.

Section 5.13 – Summer School (2024)

The work year for transportation employees shall be ten (10) months to ensure a clear separation between summer school programs and the regular school year program.

A. CUSD bus drivers will not be required to perform fill-in time duties during the summer.

B. All bus drivers will clean and fuel their own buses.

C. Bus drivers will be guaranteed six (6) hours for summer school routes. If a driver goes beyond six (6) hours, they will fill out a timecard.

D. In seniority order, all drivers will be offered additional assignments to cover a midday, or rescue a student, or cover an absent driver.

E. Walden West drivers that are guaranteed eight (8) hours to cover Walden West route and field trips. If the Waldon West driver is not assigned to a field trip they will assist with covering a route.

F. If a Walden West route is canceled or out and there are no field trips, Walden West drivers are to cover routes arising from absent or suddenly occurring circumstances. Covering routes are to be assigned in seniority order between the Walden West driver(s).

G. Any driver who already has a full six (6) hours will not be offered these additional assignments (unless all drivers have reached their six (6) hours – then the seniority list will be restarted to the beginning).

H. If Walden West drivers are not available and if there are no volunteers for these assignments, CUSD shall make them mandatory assignments in inverse seniority order only.

I. Summer school sign-up sheet for drivers will be posted no later than the first (1st) working day of April and be removed the last working day in April.

Article 6 - Compensation

Section 6.1 – Salary

A. 2025-2026: The 2024-2025 salary schedule (appendix A) shall be increased by two percent (2%) effective July 1, 2025.

B. Salaries for 2025-2026 and 2026-2027 school years shall be determined through reopener negotiations according to Article 22 (Duration of Agreement and Reopeners) of this Agreement.

C. "Current employees" are those who are in paid status on the date of final ratification of this Tentative Agreement by the Board of Education. (2012-13)

D. If any other bargaining unit (CEA or CSEA) received a greater negotiated salary increase, on or off the schedule, this agreement shall automatically be amended to reflect such increase. This section shall not apply to future adjustments to salary scheduled based on increases in the work years of District worker.

Section 6.2 - Salary Increments

Salary increments within each range shall be provided as follows:

A. Step A is the minimum hiring rate for the class.

B. The worker shall advance to Step B on the first of the month following the completion of one (l) year in Step A.

C. The worker shall advance to Step C on the first of the month following the completion of one (1) year in Step B.

D. The worker shall advance to Step D on the first of the month following the completion of one (1) year in Step C.

E. The worker shall advance to Step E on the first of the month following the completion of one (l) year in Step D.

F. Permanent workers who are employed for less than a full fiscal year will be granted full yearly credit.

G. Nothing contained herein shall prohibit the District from placing a newly hired worker on a step higher than Step A to reflect past experience or skills level, or to advance a worker more than one (l) step for outstanding job performance.

Section 6.3 - Longevity Increments

Workers shall be entitled to the following longevity increments effective upon the first of the month following completion of the following years of service (unless such event falls on the first of the month, in which case, longevity shall begin on that date):

A. Beginning with the seventh (7th) year of employment with the District, all workers covered by this Agreement shall receive a one percent (1%) longevity increment per month.

B. Beginning with the tenth (l0th) year of employment with the District, all workers covered by this Agreement shall receive a five percent (5%) longevity increment per month.

C. Beginning with the fifteenth (15th) year of employment with the District, all workers covered by this

Agreement shall receive an eight percent (8%) longevity increment per month.

D. Beginning with the twentieth (20th) year of employment with the District, all workers covered by this Agreement shall receive a twelve percent (12%) longevity increment per month.

E. Beginning with the twenty-fifth (25th) year of employment with the District, all workers covered by this Agreement shall receive a thirteen percent (13%) longevity increment per month. (2016)

Section 6.4 - Clothing

The District will provide the following items of special clothing, to be made available on a yearly basis to bargaining unit workers: Shirts for warehouse workers, information services workers, custodians and transportation workers; coveralls for garage workers, painters, and equipment operators; safety gear for welders.

Upon request, Nutrition Services unit members in the Central Kitchen and Middle Schools will be provided with gloves, aprons, and a back support brace per past practice.

The District will make available coveralls, gloves, and hard hats to workers when safety and protection to regular work clothing is required. Rain gear and rubber boots will be made available to workers required to perform duties outdoors during the rainy season.

The rate of replacement and cleaning of this clothing will be determined by the District.

Selected Classifications will be eligible for a safety shoe allowance of $275.00 per school year (July 1 to June 30), effective July 1, 2025. A closed toed shoe or boot that provides toe protection such as steel, composite, aluminum, or carbon fiber. The sole should be non-slip. This allowance does not accrue or accumulate from year to year. The District will make every effort to issue reimbursement for the shoe/rubber boots allowance in a timely manner from the date that proof of purchase is provided. Eligible Classifications are:

Automotive Mechanic
Bus Driver
Bus Driver
Carpenter
Custodian (all levels)
Electrician
Electrician/Heat/Air/Person
Furniture/Utility Person
Glazier
Grounds Equipment Operator
Grounds Equipment Repairperson
Grounds Lead Person
Groundsperson - Gardener I
Groundsperson - Gardener II
Heating & Air Conditioning Person
Instructional Material Stores Clerk (9/1/98)
Lead Maintenance
Lead Warehouse
Locksmith
Maintenance Person I
Maintenance Person II
Network & Telecommunication Technician
Nutrition Services Warehouse Lead
Nutrition Services Warehouse Person
Painter
Plumber
Sound Technician
Store Delivery Clerk
Transportation Utility
Warehouse Person I

Worker to pay out of pocket only when/if the amount of purchase exceeds $275.00. If allowance is used, wearing of the shoes becomes a requirement of the job.

The District will also reimburse up to $150.00 per school year (July 1 to June 30), effective July 1, 2025 for all (see positions listed below) for closed toed slip resistant outsole shoes. If the allowance is used, wearing of the shoes becomes a requirement of the job.

Nutrition Services Assistant I
Nutrition Services Assistant II
Nutrition Services Kitchen Operator
Nutrition Services Cook

Every school year (July 1 to June 30), effective July 1, 2025, bus drivers shall receive up to $150.00 reimbursement per calendar year from the District for the purchase of UV-A and UV-B radiation protective sunglasses (at least 98% protection). Reimbursement shall be made pursuant to the provisions of the Section that apply to shoes.

If an allowance is used or clothing is provided, it becomes a job requirement.

Section 6.5 - Pay Procedures

The District will provide information relating to sick leave, vacation, and hours worked on monthly pay warrants.

Section 6.6 - Work-Out-Of-Classification

A bargaining unit member assigned by the manager to work in a higher classification shall receive the higher rate of pay of the higher classification for all time worked in that classification. The rate of pay will be computed according to Section 9.4(e) of the Agreement.

Section 6.7 - Mileage

Members of the Unit will receive mileage allowance in accordance with the rate established by the IRS when required to use their own automobiles in traveling from one work location to another.

Workers who are called back to work under the provisions of Section 5.9 of this Agreement, shall receive mileage reimbursement for traveling from the worker's home to the work site and from the work site to the worker's home.

Section 6.8 - Split Shift Differential

Workers working two (2) or more shifts daily and who have a total elapsed time of more than eight (8) hours between the start of their first shift and the end of their last shift will receive $175 per month on top of their monthly pay. Workers will qualify for split shift differential during any month in which at least half of the working days meet the above criteria.

Section 6.9 - Staff Development

A. All unit members shall be eligible for and be considered for staff development.

B. A list of staff development needs shall be jointly compiled by the District and the Union on at least an annual basis. This list shall serve as a guideline, but applications for other types of courses shall be considered on their merits.

C. The list of needs shall be maintained by the Human Resources Department. Course applications shall be available at the same office.

D. Course offerings, training sessions, seminars, in-service sessions, etc., shall be posted at all appropriate worksites or locations as soon as such information is made available to the District.

E. Applications shall be submitted to the Human Resources Department office. All applications shall have been reviewed by and contain the comments of the worker's department manager prior to submission to the Human Resources Department.

F. Applicants shall be informed regarding their application within two weeks after the application is submitted. Exceptions may be made based upon unusual circumstances.

G. If a unit member's application is not approved, he/she shall have the opportunity to discuss the matter with the Human Resources Department.

H. If the application is not approved, the unit members may appeal to the Superintendent. The Superintendent's decision shall be final.

I. The level of reimbursement regarding fees and other expenses shall be determined by needs and budgeted funds.

Section 6.10 - Professional Growth Program

A. Objective - The activities included in the Professional Growth Program will be selected to improve the worker's skills and abilities resulting in benefit to the operation of the District. The District recognizes that training/retraining is needed to keep the staff up to date in their respective areas of responsibility. The Professional Growth Program is designed to reward workers for their efforts to improve job performance and their value to the District.

B. Eligibility - Workers are eligible to begin to participate in the Professional Growth Program upon the completion of one (l) year of continuous and regular employment. Part-time workers who work three (3) hours or more shall be eligible on a pro-rata basis.

C. Qualification of Award

1. Professional Growth awards are based upon nine (9) semester units of work taken in accordance with the provisions of (D) below.

2. Upon approval, professional growth units may be earned for activities outside the worker's job classification series only under the following circumstances:

   i. If the District anticipates a need in a particular area, it shall invite all workers to apply for certification of eligibility to earn units in that area, regardless of current classification. The number of workers so certified shall depend on the District's determination of need. Certification of applicants shall be by a committee comprised of one (l) District representative from the Human Resources Department, one (l) District representative from management and one (l) unit representative to be selected by the District from a list of three (3) names submitted by SEIU. This shall not be a standing committee; rather, it shall be formed each time a certification is to occur.

   ii. Activities which would improve the worker's skills and abilities in supervisorial positions which relate to positions in the Unit.

   iii. Activities out of the worker's job classification series not covered under (a) or (b) above may be considered for units by the District on a case-by-case basis; however, any decisions in this regard shall not be grievable.

3. The following activities may qualify for professional growth units:
   i. Community college, college, or university courses;
   ii. Adult education courses;
   iii. Trade school business colleges; and
   iv. District-sponsored or other approved workshops.

4. Credit for adult education, trade/business courses, and District workshops shall be equated as follows:

   One (l) semester unit of credit will be awarded for each fifteen (15) hours of work. Credit for hours greater or less than fifteen (15) hours of work shall be awarded on a pro-rate basis - for example, twelve (12) hours of work would be awarded point 8 (0.8) semester units of credit, and eighteen (18) hours of work would be awarded one point two (1.2) units of credit.

   Quarter units equal 2/3 of a semester unit.

   Adult Education Hours: The value of one (l) hour of class/course time shall be equal to point zero six (0.06) semester units.

5. All course work taken must have a grade of C or better in order to be granted Professional Growth credit. Should the course be rated on pass/fail basis, a "pass" must be received for the course.

6. In cases where institutions grant one (l) unit of credit for courses requiring less than fifteen (15) hours of course work, the District reserves the right to grant partial credit based upon the fifteen (15) hours per semester unit standard.

D. Procedure - Workers wishing to obtain Professional Growth credit must use the following procedure:

   1. Complete Professional Growth Application form at least ten (10) work days prior to the commencement of the course. Extensions shall be granted based on class scheduling problems. The form shall be filled out and signed by the applicant and submitted to the Human Resources Department. The application will be approved/disapproved within five (5) work days. Upon disapproval, worker shall receive written basis for rejection of the application.

   2. Professional Growth credit will not be granted until official course documents are received in the Human Resources Department. It is the worker's responsibility to see that transcripts are filed in the Human Resources Departments within the required time limits.

   3. Upon initiating a Professional Growth Program, a worker must complete each nine (9) unit award within a three-year period.

   4. Credit will not be given for courses taken while a worker is on unpaid leave from the District, or for courses taken while the worker is on release time, or for courses for which the District pays worker expenses. This does not exclude ten-month workers who take courses during the summer.

E. Professional Growth Awards
   1. Professional Growth compensation awards of $350 will be granted after completion of nine (9) units of approved course work.

   2. Professional Growth awards shall be credited annually at the end of the fiscal year and paid the following November. Courses must be completed by June 30 and transcripts received by October 10 in order to receive compensation awards. Workers must notify the Human Resources Department in writing at the time of registration for the ninth (9th) unit which would complete requirements for a Professional Growth award.

   3. A worker will be allowed two (2) Professional Growth Awards within a one (1)-year period. (2015)

   4. Workers must be on paid status at the time that award is paid.

Article 7 - Health and Welfare Benefits

Section 7.1 - Health and Welfare Benefits

Health and welfare benefit programs available to workers are as follows. Specific details of coverage will be provided on the Cupertino Union School District website. (2019)

The District shall provide workers and their dependents with medical, prescription, dental, vision, life insurance, and psychological services coverage as determined by the parties. Effective January 1, 2024 the plans are: (Joint MOU 10/17/2023)

- Unit members shall no longer be able to enroll in the United Health Care (UHC) PPO plan unless having been enrolled in the fully insured Anthem Blue Cross PPO plan prior to January 1, 2024, unless an employee experiences a qualifying event prior to December 31, 2024.
- Kaiser HMOs & HSAs
- Sutter Health Plus HMOs
- United Health Care HOMs and HSAs (PPO for grandfathered employees only)
- Vision Service Plan
- Delta Dental HMO and PPOs
- Life Insurance
- Employee Assistance Plan (EAP)

Section 7.2 - Premium Cost

If any other unit receives a greater health and welfare benefit, this agreement shall automatically be amended to reflect such settlement. This provision shall remain in effect so long as all employee groups participate in a single health and welfare pool. (2019)

A. Employer and Employee Contributions
   1. Employee's will be entitled to participate in the health and welfare programs on a pro-rata basis consistent with the number of hours worked daily. The District will pay the percentage of the full premium consistent with the definition of a full time equivalent (FTE) as defined in section 7.2.B.2.i below.

B. District Premium Contributions
   1. District Premium Contributions
      i. Employee Only – 100% District Contribution: The District shall contribute one hundred percent (100%) of the full cost of health and welfare insurance premiums for each plan for the employee only.

      ii. Dependent(s) coverage – 75% District Contribution: The District shall contribute seventy-five percent (75%) of the full cost of health insurance premiums for the tiers of each plan for dependents. The employee shall contribute the remaining twenty-five percent (25%) for dependent coverage. Employee contributions shall be paid by automatic payroll deduction. Employee payroll deductions shall be adjusted as necessary to reflect a true twenty-five percent (25%) contribution which may be modified by any changes in premium rates as relevant to each plan and tier.

   2. Full Time Equivalent for Health and Welfare Benefits:
      i. For the purposes of calculating the District's contribution to health and welfare benefit premiums only, a full time equivalent (FTE) shall be equal to .75 of the regular 1.0 FTE. For classified employees, this would be six (6) hours per day since a regular full time assignment

is and remains eight (8) hours per day. In such case, as provided in sections 7.2.B.1.i and 7.2.B.1.ii above, the District will contribute one hundred percent (100%) of the full cost of health insurance premiums for the employee only and seventy-five percent (75%) of the full cost of health insurance premiums for the tiers of each plan for dependents. The employee shall contribute the remaining twenty-five percent (25%) for dependent coverage.

ii. The longstanding practice of prorating District contributions to health and welfare premiums based on less than a full time equivalent (now .75 FTE for this purpose only) shall remain in effect unchanged.

iii. The definition of FTE applies only for purposes of calculating the District's premium contributions for health and welfare benefits as described in this Article and does not modify, alter or amend in any way the definition (whether contained in the Collective Bargaining Agreements or not) or application of a regular full time equivalent for any other purpose.

3. The parties agree to meet in the same process of coordinated negotiations that lead to this agreement anytime during the term of this agreement up to June 30, 2026 upon written request of the District or the coalition of unions to revisit health plans and, if agreed upon by the parties, solicit bids for alternative competitive health plans.

Section 7.3 – Part Time Workers/Surviving Spouse

A. Part time workers will be entitled to participate in the medical and dental programs on a pro-rata basis consistent with the number of hours worked daily. The District will pay the percentage of the full premium consistent with the worker's percentage of a full time assignment.

B. In the event of the death of a member of the Unit, the member's surviving spouse and/or dependents shall remain eligible to participate in any and all health and welfare benefits programs that would have been available to the member at the expense of a spouse and/or dependents. Such coverage shall be at the active member rates. (1994-95)

Section 7.4 - State Disability Insurance

Unit members will be able to participate in the State Disability Insurance (SDI) program. State Disability Insurance shall be deducted only for the months which members are in paid status. Individuals working less than twelve (12) months shall pay State Disability Insurance only during the months in which they are working. (2004)

State Disability Insurance shall be fully integrated with sick leave from the first day the member is eligible for State Disability Insurance payments. (2004)

Section 7.5 - Paid Family Leave (PFL)

When a worker stops working or reduces his/her work hours to care for a family member who is seriously ill or to bond with a new child, he/she may be eligible to receive Paid Family Leave (PFL) benefits according to state law beginning July 1, 2004. (2004)

Section 7.6 - Health and Welfare Committee

The Employer/Employee Health and Welfare Review Committee shall include representatives of SEIU, CSEA, CEA, management/supervisory/confidential employees and the District.

A. The purpose of the committee shall continue to be to review the financial status of all health and welfare plans, review utilization reports, review networks and medical groups, and explore wellness program options. The committee shall meet on a quarterly basis, and dates to be agreed upon at the beginning of the school year, unless mutually agreed otherwise. (2019)

B. Each bargaining unit, CEA, SEIU, CSEA, management/supervisory/ confidential and the District shall have three (3) members. Each member shall have one vote.

C. The committee also shall look at proposed premium increases in the plans and make recommendations to the administration regarding such increases. The committee shall retain the right to report to the Board of Education. (2019)

D. The committee shall also examine possible cost savings and cost shift ideas and proposals, and determine their effects upon members of the bargaining units and the District. No cost savings/shifts would be recommended without a majority vote of the committee.

E. It is the intent of the committee to provide the best medical or dental coverages possible.

Section 7.7 - Health and Welfare Negotiations

Upon settlement of negotiations with other bargaining units regarding health and welfare benefits, the parties agree to negotiate over whether subsequent settlements have granted health and welfare benefits and/or District contribution levels in excess of this Agreement and, if so, how to rectify any disparities.

Article 8 – Leaves

All absences regardless of reason must be reported by the worker to the automated attendance system. Upon request of the Union, the District will meet and confer over any proposed changes to the board policies which impact negotiable working conditions related to leaves of absence.

All absences which occur at the beginning of the work shift, including late arrivals, must be reported prior to the beginning of the worker's work shift.

All absences which occur after the worker begins the work shift (e.g., leaving work prior to the end of the shift) must be reported prior to the end of that workday.

Failure to follow the requirements of this article is a cause for, and may result in, disciplinary action pursuant to Article 16 of this Agreement. ~~(1998-99)~~

Section 8.1 - Sick Leave

A. Every worker employed full time for eight (8) hours per day five (5) days per week will be entitled to one (1) day of paid sick leave for each month in a paid status. Sick leave will be prorated for part time workers on a proportionate basis based upon the regular hourly assignment of the worker when compared to a full time worker.

B. A worker employed five (5) days a week, who is employed for less than a fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness as the number of months the worker is employed bears to.

Months Worked		10 months	11 months	12 months
% FTE	**Hrs. Worked**	**Hours to Earn Annually**		
0.125	1	10	11	12
0.188	1 ½	15	16 ½	18
0.250	2	20	22	24
0.313	2 ½	25	27 ½	30
0.375	3	30	33	36
0.438	3 ½	35	38 ½	42
0.500	4	40	44	48
0.563	4 ½	45	49 ½	54
0.625	5	50	55	60
0.688	5 ½	55	60 ½	66
0.750	6	60	66	72
0.813	6 ½	65	71 ½	78
0.875	7	70	77	84
0.938	7 ½	75	82 ½	90
1.000	8	80	88	96

C. Unused sick leave will accrue from year to year without limit.

D. A new classified worker reporting for work after the eleventh (11^{th}) working day of the month will not earn sick leave until the following month. A classified worker absent without pay for more than ten (10) working days in any month will not earn sick leave credit for that month.

E. Sick leave for a given fiscal year shall be granted in advance to permanent workers. All unearned sick leave will be returned to the District if a worker terminates employment prior to the end of the fiscal year.

1. After the exhaustion of all accumulated and available sick leave as provided in Sections 8.1.A through 8.1.E, a worker may elect to use his or her accrued vacation time to supplement sick leave, with the approval of the Human Resources Department. (2007-08)

2. Except in an emergency, an illness or injury of short duration shall be reported daily by the worker prior to the work shift. When an illness or injury requires an absence of several days duration, and the worker is placed under the care of a physician, the worker shall report the projected duration of the absence. Absences covering extended periods shall be reported in accordance with Section (I) below.

F. A worker absent from his/her duties due to illness or injury shall use all of his/her accumulated sick leave, vacation, compensatory overtime, or other available paid leave before the provisions of extended sick leave shall apply. Upon the exhaustion of all entitlement to accumulated sick leave, vacation, compensatory overtime, or other available paid leave, the worker shall be eligible for up to five (5) additional months of sick leave during which the amount deducted from the salary due the worker for any month in which the absence occurs, shall not exceed the established daily rate paid a substitute employed to fill the position during the absence. Extended leave must be on the basis of a doctor's statement. The Human Resources Department shall require medical verification of the absence. (2007-08)

1. A worker's right to return to service following extended leave under this section shall be governed by Education Code Section 45195.

G. Any absence due to illness or accident for five (5) or more consecutive days may be required to be verified by the worker's physician, or recognized practitioner of those who follow a well recognized faith which depends upon prayer for healing:

1. After following the counseling and written documentation procedure in section 15.2 regarding a worker's absences, the District may require verification of illness from a physician.

H. After initial verification of absence due to illness or accident, the illness must be verified every fifteen (15) calendar days.

I. Prior to returning to work after any extended illness, a doctor's verification that the worker is physically able to render full and complete service to the District may be required. If so, such verification shall be submitted to the worker's immediate manager, unless the manager is unavailable, in which case, to the Human Resources Department.

Those employees whose work shift begins before the Human Resources Department opens for business, and because of extenuating circumstances are unable to obtain a release prior to returning to work, shall present the doctor's verification directly to his/her immediate manager. The manager will contact the Human Resources Department at the beginning of the regular business day and will deliver the doctor's verification to the Human Resources Department before the close of business the same day.

J. A PERS member's unused sick leave may be converted to additional service credit (the additional service will not change the workers age at retirement). Workers will receive credit for each day of unused sick leave certified by the District. It takes two hundred fifty (250) days of sick leave to receive one (1) years' service credit.

In order to receive sick leave credit, workers retirement date must be within one hundred twenty (120) days from the date of separation from employment.

This section shall remain effective so long as it reflects existing law.

K. Any absence for the worker's medical/dental appointments must be submitted for approval five (5) days prior to the appointment. This requirement shall not apply to emergencies and/or situations which require immediate medical/dental attention.

Section 8.2 - Industrial Accident Leave

A worker 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 and in the course of the employment of the worker and must be accepted as a bona fide injury or illness arising out of and in the course of work.

B. A paid industrial accident or illness leave shall be for not more than sixty (60) working days in a fiscal year for the same illness or injury.

C. Allowable leave shall not be cumulative from year to year.

D. Industrial accident leave will be reduced by one (l) day for each day of authorized absence regardless of compensation award made under worker's compensation.

E. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the worker shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

F. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving worker's compensation the worker shall be entitled to use only enough accumulated or available leave or vacation leave when added to his/her workers' compensation to result in payment not to exceed his/her full regular salary.

G. Reference Education Code 45192

Section 8.3 - Personal Necessity Leave

All workers should be aware that personal necessity leave comes out of accumulated sick leave. Personal necessity leave shall be limited to circumstances serious in nature which the worker cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the worker's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

A. In any single school year a maximum of seven (7) days of employee's accumulated sick leave may be used for personal necessity reasons (effective 9/1/94) as listed below. (2021-22)

1. Emergency situations related to illness in the immediate family as described in section 8.6.
2. Accidents involving person/property of the immediate family.
3. Medical and dental appointments for children, parents, domestic partners, and spouse.
4. Supervising emergency repairs to damaged personal property.
5. Family member's graduation, marriage ceremony, or commitment (domestic partnership).
6. Appearance in court as a litigant.
7. Paternity.
8. Bereavement leave beyond the number of days allowable in the bereavement leave rule.
9. Adoption.
10. Special child care and family care needs. (effective 9/1/91)
11. Bereavement leave for family members not specified in Section 8.6, or for other individuals living in the immediate household of the unit member. (effective 9/1/92)

B. In any single school year a maximum of seven (7) days of accumulated sick leave may be used for personal necessity for which reasons need not be given. The worker shall submit the appropriate District leave form to their supervisor at least two (2) working days prior to the commencement of the leave unless not possible. Approval for such leaves shall not be unreasonably denied (2021-22)

1. The worker shall enter their absences into the automated absence system at least two (2) working days prior to the commencement of the leave. (2025)
   a. Absences for personal necessity of less than four (4) consecutive days must be entered into the automated system by the member.
   b. If this leave is requested before or after any school holiday, vacation period, or an in-service day, or if the leave is for four (4) or more consecutive days, the employee must submit a request for leave form. If the leave requested adversely impacts the site/department and/or places a substantial burden on the site/department workforce, the supervisor/manager will explore whether any employe will change their requested date of leave to alleviate the impact/burden.
2. Such leave shall not be used for personal or family vacations.
3. The District shall respond to all unit member's timely requests (as specified in section (B)(1) above) for Personal Necessity Leave as soon as feasible prior to the commencement of the leave or as soon as administratively practicable in response to late requests. (2025
4. The manager of the employee submitting the leave request shall be responsible for the administration of personal necessity leaves including approval and verification, where required, of the reasons for such leave. (2021-22, 2025)

C. Under personal necessity leave, the worker shall not be required to provide advance notification for leave taken for any of the following reasons:

1. Death or serious illness of a member of his/her immediate family.

2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

3. Imminent danger to the home of a worker, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the worker cannot be reasonably expected to disregard, and which requires the attention of the worker during his/her assigned hours of service.

D. Where prior notification and/or approval is necessary for personal necessity leave, the worker shall submit the appropriate District leave request form to the Human Resources Department two (2) working days prior to the requested commencement of the leave. Where no advance notification is required (C above), and the unit member is unable to enter their absence into the automated absence system prior to the start of their shift, the unit member and their immediate supervisor shall communicate with each other as soon as possible to coordinate the entry of the absence. The Human Resources Department shall be responsible for the administration of personal necessity leaves including approval and verification, where required, of the reasons for such leave.

E. Eligibility for personal necessity leave begins after the probationary period has been completed, except in cases of emergency as described in Section 8.3(c) above.

F. Personal necessity leave is non-cumulative.

Section 8.4 - Maternity Leave

A. A worker may use sick leave if physically disabled and unable to render service to the District as a direct result of pregnancy.

B. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

C. At any time a worker is absent as a result of her physical disability arising out of her pregnancy the District may request a doctor's verification of her inability to render service to the District.

D. In order to use sick leave for pregnancy disability, the worker must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

E. A worker temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District.

F. Upon returning to duty as a result of her temporary disability, the worker must file with the Human Resources Department a doctor's verification that she is physically able to render full and complete service to the District.

Section 8.5 - Parental Leave

A. A worker who wishes to take a personal leave to prepare for childbirth, to raise a child immediately following childbirth or upon adoption of a child of preschool age shall be granted such a leave without pay for up to one (l) year. Such leave may be extended up to one (1) year upon approval of the District.

B. Workers returning from leaves of one (l) year or less shall have the right to return to their former classification. Upon termination of parental leave beyond one (1) year, the worker shall be placed in the first available vacancy for which he/she is qualified.

C. A member of the Unit whose child is due to be born during the year may use up to five (5) days alternate sick leave for absences required by pregnancy or delivery. The number of such days taken will be part of the days allowable annually for personal necessity leave.

Section 8.6 - Bereavement Leave

In accordance with Ed code, a member of the Unit shall be entitled to five (5) days for the death of any member of his/her immediate family. The bereavement leave shall be completed within three (3) months of the date of death of the family member.

Such days need not be taken in consecutive order. No deduction shall be made from the sick leave or salary of such member of the Unit due to such leave of absence.

Members of the immediate family as used in this section means the mother, father, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, of the member of the Unit or of the spouse/domestic partner of the member of the Unit and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the member of the Unit, aunt uncle, step-parents, or step-children of the member or his/her spouse/domestic partner, any relative living in the immediate household of the member of the Unit or a person standing in loco parentis.

Section 8.7 – Reproductive Loss Leave (effective January 1, 2024)

A. Pursuant to California law (Gov. Code section 12945.6), eligible employees may take up to five (5) days of reproductive loss leave following a miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth.

B. If an employee experiences more than one (1) reproductive loss leave event within a 12-month period, the total amount of time taken shall not exceed twenty (20) days within a 12-month period.

C. Leave taken for reproductive loss may be taken nonconsecutively.

D. Reproductive loss leave shall be completed within three (3) months of the event entitling the employee to that leave under section (A).

E. The Employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

F. For the purposes of this section, "eligible employee" means a person employed by the District for at least thirty (30) days prior to the commencement of the leave.

Section 8.8 - Military Leave

The status of a worker shall not be affected by virtue of induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

During Reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the worker will be granted leave as necessary.

Section 8.9 - Leave for Judicial and Official Appearances

A. Members of the Unit shall be entitled to leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

B. Any compensation received for appearance as a witness or for serving as a juror under this section shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of, or less than his/her regular pay. Travel expense reimbursement shall not be payable to the District.

C. Persons requesting leave under this policy shall submit to the Human Resources Department a copy of the subpoena or summons requiring their appearance.

Section 8.10 - Leave for Union Business

A. Upon written request by the Union, the District will grant unpaid leaves for Union business.

No more than two (2) workers may be on leave for Union business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave will be granted for a period of time in excess of two (2) years.

Workers who are granted leave from the District under (A) above shall accumulate seniority for the duration of his/her authorized leave for Union business.

Section 8.11 - Sick Leave Without Pay

A permanent unit worker who has exhausted all entitlement to sick leave, vacation, compensatory overtime, and other available paid leave may be granted additional leave, paid or unpaid, not to exceed twelve (12) months.

Section 8.12 - Inability to Return to Duty, Reemployment List

If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit worker is still unable to resume the duties of his/her position, he/she will be placed on a reemployment list for the class from which he/she was on leave, for a period not to exceed thirty-nine (39) months.

At anytime during the prescribed 39 months the unit worker is able to assume the duties of his/her position, the

worker shall be reemployed in the first vacancy in the classification of his/her previous assignment. The worker's reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds pursuant to Section 9.8 of this Agreement, in which case the worker shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the worker shall be fully restored as a permanent worker.

Section 8.13 - Leaves of Absence Without Pay

A. Leave(s) of absence without pay may be granted to a permanent unit worker upon the written request of the worker, subject to the following restrictions.

1. Leave(s) of absences without pay may be granted for any period not exceeding 12 months, except that leave of absence for military service shall be granted as provided by the Education Code and Military and Veterans Code, and leave of absence without pay for service in the Peace Corp may be granted for a period not to exceed 24 months; and

2. The granting of a leave of absence without pay gives the worker the right to return to his/her position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.

B. A worker may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.

Section 8.14 - Reinstatement After Resignation

A. Any permanent worker who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed with 39 months after his/her last day of paid service to a position in his/her former classification as a permanent or short term worker, or as a permanent or short term worker in a related lower class or a lower class in which the worker formerly had permanent status.

B. The District shall disregard the break in service of the worker and shall classify his/her as, and restore all rights, benefits and burdens of a permanent worker in the class to which he/she is reinstated and reemployed.

C. Current permanent workers who have been reemployed within 39 months of a previous resignation from the District, prior to the effective date of this section, shall retain any seniority earned prior to such resignation, but all other rights, benefits, or burdens shall be restored prospectively, i.e., as of the first of the month following ratification of this contract.

Section 8.15 - Family Care and Medical Leave California Family Rights Act (CFRA) (including worker's own serious health condition)

A. Eligibility

1. Unit members who have served more than 12 months with the District, and who have at least one thousand two hundred and fifty (1250) hours of service in the District preceding the leave may take up to a total of twelve (12) workweeks of leave in any twelve (12) month period for family care and medical leave as defined in Governing Code Section 12945.2.

   For unit members who do not meet the above eligibility requirements, a look back period shall be used to determine when the employees have met the one thousand two hundred and fifty (1250) hours of service. Counting the one thousand two hundred and fifty (1250) hours backwards shall start form the date the employee is requesting the FMLA/CFRA leave.

B. Substitute (Concurrent Counting) of other leaves with FMLA/CFRA

1. Employee's Own Serios Health Condition
   Unit members shall utilize and substitute only accrued time off (paid or unpaid), including accrued sick

leave, during the period of family care granted under this section.

2. Care for Parent, Child, Spouse, or "Designated Person" as Defined by Law
   Unit members shall utilize and substitute any accrued time off (paid or unpaid) except for accrued sick leave, during the period of family care leave granted under this section. Unit members have the option of also utilizing accrued sick leave concurrently with family care leave, or of taking the lave as unpaid (when and if other paid accrued time is exhausted).

C. Prior Notification
   Unit members must request the leave at least thirty (30) days before the proposed commencement of the leave, except in cases when the reason for the lave is unforeseeable due to lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency.

D. Notice of Return
   The unit member on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where no return date has been estimated, the unit member will notify the District of the intended return date at least two (2) weeks prior to return. Employees using leave on an intermittent basis, as authorized by law, must try to schedule the leave to minimize disruption to normal operations.

E. Certification of Need for Leave – FMLA and CFRA Leaves
   In all cases involving the need for a leave due to a serious health condition, as defined by law (see section 8.15 (I) below), unit members must provide certification from a health care provider regarding: 1) the date on which the serious health condition commenced, 2) the probable duration of the condition.

   In cases where the leave is for the member's own serious health condition, certification will also include a statement that the member is unable to perform the function of their position.

   In cases where the leave is for a serious health condition of the member's parent, child, or spouse, certification shall include an estimate of the amount of time the unit member will require to care for the child, parent, or spouse. This statement also shall include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family (i.e., parent, child, or spouse of the member).

   In any event, the requirements of this section apply only to a Family and Medical Leave, and not to utilization of sick leaves or other leaves which do not involve concurrent counting with Family Care and Medical Leave.

F. Family Care and Medical Leave shall not be sued to extend the time established under section 8.5 of this agreement for parental leave.

G. Time spent on Family Care and Medical Leave of absence under this section shall not constitute a break in service.

H. During the period of Family Care and Medical Leave, as defined in this section, the District shall maintain an employee's group health insurance coverage at the same level and under the same conditions as before the leave began.

I. "Serious health condition", as used in this Article, shall be as defined by law and means an illness, injury, impairment, or physical or mental condition which involves the following:

   1. Any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e., an

overnight stay) in a hospital, hospice, or residential medical care facility.

2. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) consecutive calendar days, that involves continuing treatment by (or under the supervision of) a health care provider.

3. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for parental care (other than routine medical appointments).

4. Restorative dental or plastic surgery after an accident or injury, or the removal of cancerous growths are serious health conditions if all the conditions required by law are met. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions", unless inpatient hospital care is required. Routine preventive examinations are excluded.

Section 8.16 – Child Bonding Leave

Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA.

A. Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, employees must have completed one (1) year (twelve (12) months) of employment for the District but are not required to have at least one thousand two hundred fifty (1250) hours of service during the previous one (1) year (12 (12) months) period.

B. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

C. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

D. Pursuant to Education Code section 45196.1, in an employee exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in section 8.1 (F), or fifty percent (50%) of the employee's regular pay, whichever is more

E. In accordance with section 8.15 (C), the District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

Section 8.17 - Donations for Catastrophic Sick Leave

A. Bargaining unit workers may donate accrued sick leave and accrued and earned vacation time in two-hour increments of each to another bargaining unit worker for use by that worker as paid sick leave, pursuant to the requirements of this section. (2013)

B. Eligibility for Using Donated Time

1. The worker must have exhausted all accrued sick leave (under sections 8.1.A and F) vacation and compensation time balances.

2. The worker must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, or spouse, or due to a personal serious health condition. (FMLA definitions, as

incorporated into section 8.14, shall apply to this section only).

C. Procedure for Donation of Hours

1. SEIU shall inform workers on a case-by-case basis when the need for donated time arises.

2. SEIU shall be responsible for collecting donated time. Workers shall authorize donations in writing, signed, and dated.

3. SEIU shall compile the list of donated time in order of donations received and a breakdown of how many sick leave and accrued and earned vacation hours members wish to donate. SEIU shall then submit the list to the District along with supporting written authorizations. (2013)

   Once the first-round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself.

4. The District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor workers. Thereafter, the District will deduct the designated sick leave and accrued and earned vacation time from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave. (2013)

5. Donated hours shall be utilized in the order received, two (2) hours at a time per donor on a rotating basis as needed. Donated accrued and earned vacation time from all donors shall be utilized first before any donated sick leave is used. (2013)

6. Donor workers on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.

7. At the completion of the Catastrophic Leave, the District will return to SEIU the original list indicating which donor worker's hours were used.

Section 8.18 – Discretionary Day

Each worker may take a paid, individualized discretionary day of leave per school year which shall not be subtracted from or reduce any other leave under this Article. If not used, this day shall not be carried over into the subsequent school year and there shall be no payment in lieu of taking this leave.

Discretionary days may not be taken on any professional development day or learning day (excluding learning days that are designated as non-workdays). (2025)

Article 9 - Transfer, Promotion and Layoff

Section 9.1 - Definitions

A. Transfer. A transfer is a change in work location within the same classification (job title), or to another classification (job title), with the same or lower salary range designation.

B. Promotion. A promotion is a move to a higher classification (i.e., a higher salary range designation) which is attained through the application and competition process set forth in Section 9.4.

Section 9.2 - Posting and Filling Positions

A. Vacancies

1. Vacancies due to the establishment of a new position, or the vacating of an existing position occurring in the classified positions will be posted at each District job site. A copy of such postings shall be given to the Union upon posting. Such jobs postings shall be posted emailed to all SEIU members at least five (5) working days prior to any action being taken to consider any applicant for the position.

   The notice of position openings will include the job title and position; description of duties; minimum qualifications required for the position; the assigned job site; the assigned work shift, hours, weeks and months per year; salary range; deadline to apply; and projected starting date.

B. Within a reasonable period of time, the Human Resources Department will:

1. Screen applicants for evaluations, qualifications, and seniority.

2. Conduct or arrange interviews and administer appropriate tests and other screening procedures.

3. Notify all applicants of action taken.

C. The District will make every attempt to fill vacant positions within fifteen (15) working days after the close of posting, whenever possible.

Section 9.3 - Transfers

A. All workers applying for transfers must meet application requirements set forth in 9.2.A above. Workers who wish to be considered for such positions shall complete required application forms and procedures by the stated deadline for application. Any worker on leave shall have the right to have his/her steward or field representative file in his/her behalf.

B. Workers whose most recent evaluation (dated no more than one year prior to the initial posting of a position) has a summary/overall rating of unsatisfactory shall be ineligible to apply for a transfer into such position.

C. If after completing the steps set forth in Section 9.2.B, the District determines two or more transfer applications are equal, the worker having the greater District seniority shall be awarded the transfer. (2016)

D. The provisions of this section shall apply to workers applying for transfer to lower classifications.

E. Members of the Unit will not be eligible for transfer until they have satisfactorily completed the initial probationary period of employment with the District.

F. Workers exercising transfer rights pursuant to Section C above shall be precluded from transferring to a vacant position for six (6) months from the effective date of their last transfer under C above.

Section 9.4 - Promotion

A. Definition: A worker may apply for promotion to another position above his/her current classification. Such positions are those which are on higher classifications of the salary schedule.

B. Workers whose most recent evaluation (dated no more than one year prior to the initial posting of a position) has a summary/overall rating of "needs to improve" or "unsatisfactory," shall be ineligible to apply for a promotion into such position.

C. Applications. The District will fill promotional positions with qualified in-District applicants before filling from the outside. All applicants shall meet all application requirements set forth by the Human Resources Department.

The primary criteria for promotion shall be:

1. Knowledge and experience of the duties of the position as demonstrated in the job application and interview. (1998-99)

2. Performance of assigned work in a competent, safe, and economical manner.

3. A satisfactory work performance record.

Where the considerations with respect to 1 through 3 above are determined to be substantially equal, the worker having the greater District seniority shall be awarded the promotion. The above does not preclude the parties from establishing mutually agreed-to training programs, which can enable District workers to promote from within.

D. Any worker selected for promotion shall be assigned a training period of two (2) months which shall equal forty-four (44) days actually worked, and vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy. Workers who fail to satisfactorily complete this period or who elect to return to their former classification shall be returned to their former classification, without loss of seniority in accordance with Education Code section 45113 (a).

E. Salary Placement: Workers transferred to higher salary classifications shall be placed on the salary step, which, if one exists, guarantees at least five percent (5%) above the salary step being received on the lower classification, but such placement shall not exceed the top step of the new range. (1996)

F. Members of the Unit will not be eligible for promotion until they have satisfactorily completed the initial probationary period of employment with the District for all employees hired after November 6, 1989.

Section 9.5 - Medical Transfers

A worker who has become medically unable to perform his/her duties will be given a vacant position in other classifications if the worker is fully capable of performing required duties and meets position qualifications. Medical transfer procedures will be carried out after the procedures under 9.2 and 9.3 above have been completed prior to any vacant positions being posted. While awaiting completion of this process, the medically released person may be offered appropriate temporary work. If the worker's inability to perform his/her duties is due to a disability as defined under American With Disabilities Act (ADA), the provisions of Article 11 (ADA) shall take precedence over the provisions of this section.

Section 9.6 - Probationary Period of Employment

All new classified workers shall be appointed to a probationary period not to exceed six (6) months or 130 days of service in paid status, whichever is longer as required by Education Code section 45113. "Days of service in paid status" as used in this section mean days actually worked, and vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy. One month of credit toward this period will be granted

for four (4) months (one month = 22 workdays) an on-call worker served in the same classification within the twelve (12) month period immediately preceding employment as a probationary worker. After this time, the worker shall be a permanent classified worker and shall move to the next higher salary step on his/her anniversary date of one (l) year. (2021-22)

Workers (including ten (10) month per year workers) who are actively employed by the District and who work as a regular worker fifteen (15) days of any month, or seventy-five percent (75%) of the working days of any month, including holidays, and vacation, but excluding leaves of absence related to illness, industrial accident or pregnancy, irrespective of hours worked per day, shall receive credit for that month toward completion of the probationary period. (2021-22)

Section 9.7 - Administrative Transfer

A. Such transfer shall be initiated by the Superintendent or designee and shall be based exclusively on the legitimate, educationally related needs of the District, including the welfare of persons, property or programs and/or the welfare of the worker involved.

B. In order to minimize disruption to workers and their families, transfers under this section shall maintain the worker(s)' shifts (days to days, nights to nights). However, if compelling circumstances preclude maintenance of the same shifts, upon request with supporting reasons, the affected worker(s) shall receive a reasonable amount of notice, not to exceed ten (10) working days, prior to implementation of the transfer(s). (2013)

C. The Union shall be afforded an opportunity to meet with the District regarding a proposed transfer under sections A. and B. above. (2013)

Section 9.8 - Layoff

If a reduction is required in the work force within the Operations-Support Services Unit, the District's intent will be to accomplish such reduction first through normal attrition.

Layoff procedures as set forth below will be used to bring about reduction in the work force, if the District determines that attrition will not accomplish such reduction to meet desired time and economic requirements.

A layoff shall be defined as a reduction in the work force through: (a) a reduction of positions, (b) a reduction of hours, or (c) a voluntary demotion to a lower classification in lieu of layoff.

A. Laid Off Workers

1. Notice - Consistent with Education Code section 45117, employees affected by layoffs shall be given notice no later than March 15 that the employee's services will not be required for the ensuing school year due to lack of work or lack of funds. The notice shall inform each unit worker of the worker's bumping rights and displacement rights, if any, of reemployment rights, and the right to request a hearing.

    a. A classified employee may request a hearing to determine if there is a cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven (7) days after the date on which the notice is service upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The layoff notice provided to the employee shall advise the employee of the provisions of this section. A copy of this article shall be included with each layoff notice.

    b. Notwithstanding sections 1 and 1.a. above, which classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given

written notice not less than sixty (60) days prior to the effective date of their layoff informing them of the reason for the layoff and identification by name and classification of those workers who will be laid off, and the layoff date.

The Union and the District will meet prior to the issuance of layoff notices to discuss the circumstances giving rise to the need to layoff.

2. Rights
   a. Order of Layoff - Layoff shall be affected by seniority within a class. Effective July 1, 2024, seniority shall be determined by the date of hire or initial date of service in a classification, not be hours of employment or paid status in classification. Seniority is defined as length of service (hire date as of July 1, 2024) within the class, plus higher classes. The least senior worker shall be laid off first. If two (2) or more workers have equal seniority, the determination shall be made by lottery.

      - This transition to hire date seniority shall be applied so that no worker who as of July 1, 2024 is senior to one or more other workers shall lose such seniority. For example, if worker A has an earlier hire date than worker B, but worker B has accrued more hours in paid status in the same classification, worker A shall be ranked as more senior than worker B.
      - Workers whose classification is eliminated due to reorganization shall receive a new hire date in the reorganized classification; however, workers shall be ranked by seniority based on the seniority hours accrued in their former (now eliminated) classification.
      - Workers whose classification has been merged or re-titled shall retain the seniority ranking their former classification.
      - The seniority of workers who are reclassified shall be determined through negotiations according to Article 10 of this agreement.

   b. Bumping - A permanent worker who is laid off from a class and who has prior service in an equal or lower class, shall have the right to bump a worker with less seniority in the latter class.

   c. Voluntary Demotion or Transfer - A worker laid off for lack of work or lack of funds, despite rights to bump, may accept a voluntary demotion to a vacancy in a lower class or a transfer to an equal class provided the worker is qualified for the new class. Such workers shall be placed on a sixty-three (63) month reemployment list.

   d. Step Placement - Laid off workers who bump or demote will be placed on the highest salary step below their current salary. Laid off workers who accept a lateral transfer will be placed on the salary step they currently hold.

   e. Short Term Positions - No regular worker shall be laid off from any position while limited-term or substitute workers remain in the same class. Laid off workers shall be offered, by seniority, short term, and substitute work in their current and former classes, in preference to other substitutes.

3. Reemployment
   a. A thirty-nine (39) -month reemployment list shall be established, in inverse order of seniority. Workers laid off for lack of work or lack of funds will be offered, in writing, by certified mail, reemployment in their classification before any other candidate. Laid off workers will remain on the reemployment list for thirty-nine (39) months or until they accept a comparable position in their former classification and/or at their former hours. A worker who refuses three (3) reemployment offers shall have his/her name deleted from the reemployment list.

   b. The District will make updated reemployment lists available to the Union on request.

c. Laid off workers who are reemployed within the specified reemployment period will have all benefits and rights restored to the level they were at upon separation, except as modified by negotiated changes in the Contract.

4. Promotional Opportunities
   a. Laid off workers have the right to apply for promotional positions while they are on the reemployment list. The District will notify workers on the reemployment list of promotional opportunities.

   b. Workers who are laid off, whose hours are cut, who are demoted, or who bump into a lower class shall be offered by seniority all available positions in their classification.

   d. Continuing workers displaced because of layoff will be offered vacant positions by seniority. Workers bumping back or who accept demotions because of layoff will be offered vacant positions by seniority following the placement of displaced workers.

   d. All posting and transfer provisions of this Agreement will be suspended during this period for the affected classifications.

Article 10 - Reclassification (2001-2004, 2019)

Section 10.1 - Salary Placement of Reclassified Positions

A reclassification can apply either to a limited number of positions within a class, or to an entire class of positions. (2013)

When a reclassified worker is placed on Step A as a result of reclassification, he/ she shall be entitled to movement to Step B at the end of one (1) year.

The salary of an incumbent worker shall not be reduced as a result of a reclassification. When, as a result of reclassification of a position the salary range of the position is moved downward, all incumbents serving therein shall be continued at their former rate of pay (Y-Rated) until future salary adjustments provide a salary increase for those incumbents in the new salary classification.

Section 10.2 - Incumbent Rights

When a position or class of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the reclassified position(s).

Section 10.3 - Administrative Procedures

The basis for reclassification of the position must be a gradual accretion of duties and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities. Workload increase will not be considered as a basis for reclassification review. ~~(2013)~~

A worker who has been reclassified with his/her position shall be ineligible for subsequent reclassification within the same position for a period of at least three years from the initial action.

A. A worker (or group of workers in the same classification) wishing to initiate a reclassification of their position(s) will submit a request on the appropriate District form to the District and the Union by October 31 of each year. The District shall send out the appropriate reclassification forms (forms will instruct the worker to submit to the SEIU President and CUSD Human Resources) via email to all SEIU members by August 31. This request must include itemization of duties not contained in the existing job description. Only reclassification requests, which substantiate that the position responsibilities significantly exceed the requirements of the current position description in areas requiring additional skills, greater responsibility and decision-making requirements, or more hazardous physical performance requirements, shall be subject to this Article. Additional performance requirements shall also be considered. Additional workload in areas covered by the current job description shall not be subject to this Article. A reclassification request is not the basis for a wage comparison study nor a comparable worth study.

   All reclassification requests shall be reviewed by the Union bargaining team and the four (4) chosen reclassifications shall be presented to the District as part of the Union's sunshine, or notice of intent to bargain. No more than four (4) positions or classes of positions may be included as part of such a proposal.

   Any agreement on reclassifications shall be counted as part of total compensation and as part of a "negotiated salary increase, on or off the schedule," for the purposes of Section 6.1(B) of this contract. ~~(2013)~~

   If there is no bargaining in a given year, reclassification requests shall be received and sent to the union chapter officers as well as the union office.

B. Any agreement on reclassification requests shall be effective according to the ratified negotiated settlement between the parties. ~~(2013)~~

Article 11 - Americans With Disabilities Act

A. The District and the Union acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled workers.

B. In the event a disabled worker requests reasonable accommodation, the following shall apply:

1. The Union recognizes that the District has the legal obligation to meet individually with the qualified disabled workers to discuss reasonable accommodation.

2. If the District determines that implementation of the reasonable accommodation will conflict with the rights of other workers or with provisions of the Collective Bargaining Agreement, the District will give the Union written notice and an opportunity to meet to discuss alternatives.

3. If after discussions, the Union disputes the necessity for or appropriateness of the reasonable accommodation, the District will require the worker to undergo an independent medical examination. In such case, the medical examiner shall determine, in his/her professional opinion:

   i. whether in fact a disability exists within the meaning of the ADA and, if so,
   ii. whether the proposed accommodation will allow the disabled worker to perform the essential job functions.

4. If the examination in paragraph (3) above answers questions (i) and (ii) in the affirmative, and the Union continues to dispute the necessity for or the appropriateness of the reasonable accommodation, at the Union's request, a conference will be held with the Superintendent, attended by Union representatives, the worker (and/or representative) and a representative from the Human Resources Department. The Superintendent's decision regarding the reasonable accommodation shall be final.

C. Any reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure. Any action taken pursuant to this Article shall not be subject to challenge through Article 12, Grievance Procedure.

Article 12 - Grievance Procedure

Section 12.1 - Purpose

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

Section 12.2 - Definitions

A. A "grievance" is a claim by one or more workers of an alleged violation, misinterpretation or misapplication of a provision of this Agreement, which directly affects the grieving worker or group of grieving workers. The right of the Union to submit a grievance is limited to the provisions of this Agreement delineating rights reserved exclusively to the Union.

A "group grievance" may be filed on behalf of more than one specifically named worker.

B. A "worker" is a classified worker working in the bargaining unit.

C. A "working day" is any day when the central administrative office of the District is open for business.

D. A "grievant" is a worker or workers asserting a grievance.

E. A "manager" is a member of management who supervises a worker or workers in the Unit.

F. As used in this Article "filed" means the date of mailing if sent by registered or certified mail, or the date marked "received" by the addressee if sent by first-class mail or personally delivered.

Section 12.3 - Informal Procedure

Before filing a formal written grievance, an informal discussion between a worker (or group of workers) and the immediate manager/department head shall take place in order to resolve the issue. A worker may be accompanied by his/her representative to this meeting.

Section 12.4 - Formal Written Procedure - Step 1

A. If the grievant remains dissatisfied following the informal discussion and review, he/she may submit a written grievance within twenty-five (25) working days after the worker has knowledge, or should have had knowledge, of the act or omission giving rise to the complaint, to his/her immediate manager relevant information obtained during the informal stage may be asserted.

B. Grievance information shall include:
   1. A description of the specific grounds of the grievance including names, dates, and places necessary for complete understanding of the grievance.

   2. Citations of the specific section(s) and/or subsection(s) of the Agreement which are alleged to have been violated, misinterpreted or misapplied.

   3. A listing of the specific action or actions requested by the District, which will afford remedy to the grievant.

   4. A request for a conference with the immediate manager or her/his representative if desired. This request must be granted.

C. If the immediate supervisor desires, he/she may request a conference. If a request for a conference is made by either the grievant or the immediate supervisor, such a conference shall be held within ten (10) working days after the receipt of such request by either party. The grievant and the District representative may request the presence of a representative or two (2) representatives at this conference.

D. The immediate manager will issue a proposed written decision to the grievant within five (5) working days after the conference is held. If no conference is requested, the manager will file a proposed written decision to the grievant within ten (10) working days of receipt of this grievance. A copy will be sent to the Union. In any case in which the Union did not represent the grievant in Step 1 the Union will have ten (10) working days to review and file a response if desired. If the Union files a response the manager shall have ten (10) working days to consider the response and make revisions to the proposed written decision if revision is warranted.

E. If no response is filed, the manager's decision will become final on the eleventh (11^{th}) working day following dissemination of the proposed written decision.

Section 12.5 - Formal Written Procedure - Step 2

A. If a grievance is not resolved in Step 1, the worker or workers may request in writing, a hearing before the Superintendent or his/her representative. Such request must be filed in the office of the Deputy Superintendent, Human Resources within ten (10) working days after receipt of the final written decision at Step 1.

B. The Superintendent or his/her representative will hold a hearing within ten (10) working days after receipt of the request for hearing. The grievant may be represented by one (l) or two (2) representatives of his/her own choice. The Superintendent or his/her representative may have one (l) or two (2) advisors at the hearing.

C. Within ten (10) working days after the hearing or within fifteen (15) working days of the receipt of the request for a Step 2 hearing, whichever occurs earlier, the Superintendent or his/her representative shall render a proposed written decision to the grievant, copies of which will be sent to the Union.

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

E. Any worker covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of the Union as long as the adjustment is prior to arbitration and is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of a grievance filed directly by a worker until the Union has received a copy of the grievance and the proposed resolution. The Union shall have an opportunity to review the proposed resolution and respond within ten (10) working days receipt thereof.

Section 12.6 - Arbitration - Step 3

A. Selection of the Arbitrator. If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to arbitration within twenty (20) working days from the receipt of the Superintendent's decision, by submitting a letter to the State Conciliation Service (SCS) requesting a list of arbitrators, with a copy to the Superintendent. (1997)

Within ten (10) days of receipt of the list from the State Conciliation Services, the parties shall either agree on an arbitrator (from on or off the list), or shall select an arbitrator from the list by allowing each party in turn, to strike out one (1) name until only one (1) name remains. The determination of the part to strike first shall

be by lot.

B. Cost of Arbitration. Cost of arbitration shall be borne as follows:
   1. The District and the Union shall share equally in the payment for services and expenses of the arbitrator.

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

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

D. Limitations of the Arbitrator. The arbitration procedure does not apply to:
   1. Any proceeding for discipline or discharge of workers.

   2. Any attempt to alter or amend this Agreement by the filing of a grievance.

   3. Any proposal for expenditure of capital funds.

   4. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.

   5. No proposed remedy of the arbitrator shall apply more than twenty-five (25) working days prior to the filing of the written grievance. (See Section 12.4.A).

E. No party may be permitted to assert any grounds (or evidence) before the arbitrator, which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

F. A disclosure meeting between the parties must take place prior to the arbitration for the purpose of presenting any other grounds or evidence not previously disclosed. Failure to hold such a meeting (due to the perceived lack of additional grounds/evidence) or to present additional grounds/evidence at such a meeting shall not preclude the assertion of further grounds/evidence at the arbitration so long as the parties comply with Section 12.6.E above.

Section 12.7 - General Provisions

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

B. No party shall be required to discuss any grievance if his or her representative is not present.

C. The time allowance set forth in this grievance procedure may be extended by mutual agreement of the grievant or the grievant's representative and the District.

D. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

E. If the District does not render a written response within the time limits set forth at any step of the proceedings, the grievant may advance to the next step.

F. Grievances involving an action by an administrator above the level of principal or manager may be filed at

Step 2.

G. No reprisal of any kind will be taken by or against any participant in the grievance procedure for participation in grievance matters.

H. If the Union and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to arbitration.

I. A grievance may be withdrawn at any level.

J. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District personnel file.

K. Grievance forms shall be developed jointly by the Union and the District. The official form must be used to file the Step I formal written grievance (see Section 12.4). For appeals and/or responses to subsequent levels, no form need be used; however, the letter or memorandum of appeal shall include the following information: level of the procedure, date of appeal and a brief statement explaining why the District's most recent response is unsatisfactory.

L. If a grievant is released from his/her regular assignment to take part in the grievance procedure, the grievant shall be released without loss of pay.

Article 13 - Vacation

Section 13.1 – Vacation

A. All permanent members of the Unit will earn vacation time on a monthly basis. Vacation time in excess of earned vacation may be advanced within any one (1) fiscal year. Less than twelve (12) month members of the Unit may utilize vacation, upon request pursuant to section (G) below, only during school breaks.

Probationary members of the Unit shall be given credit for vacation earned during the probationary period, to be used only after they have completed the initial six (6) months of employment, except that ten-(10) month members of the Unit shall be entitled to utilize earned vacation during school breaks while on probation. (2007-08)

B. Members of the Unit who work or who are in a paid status one-half or more of the work days in any month shall receive vacation credit for that month.

C. Vacation time will be earned and accumulated on a monthly basis according to the following chart:

Years of Service		**0-5**	**6**	**7**	**8**	**9**	**10**
Days Earned		12 days	16 days	17 days	18 days	19 days	21 days
% Accrual Factor		8	10.67	11.33	12	12.67	14
% FTE	**Hours Worked**	**Hours to earn per month**					
0.125	1	1	1.33	1.42	1.50	1.58	1.75
0.188	1 ½	1 ½	2.01	2.13	2.26	2.38	2.63
0.250	2	2	2.67	2.83	3.00	3.17	3.50
0.313	2 ½	2 ½	3.34	3.55	3.76	3.97	4.38
0.375	3	3	4.00	4.25	4.50	4.75	5.25
0.438	3 ½	3 ½	4.67	4.96	5.26	5.55	6.13
0.500	4	4	5.34	5.67	6.00	6.34	7.00
0.563	4 ½	4 ½	6.01	6.38	6.76	7.13	7.88
0.625	5	5	6.66	7.08	7.50	7.92	8.75
0.688	5 ½	5 ½	7.34	7.80	8.26	8.72	9.63
0.750	6	6	8.00	8.50	9.00	9.50	10.50
0.813	6 ½	6 ½	8.67	9.21	9.76	10.30	11.38
0.875	7	7	9.34	9.91	10.50	11.09	12.25
0.938	7 ½	7 ½	10.01	10.63	11.26	11.88	13.13
1.000	8	8	10.67	11.33	12.00	12.67	14.00

Examples:

- Ten-(10) month employee in seventh (7^{th}) year working 0.500 FTE (four-(4) hours/day) would earn 56.7 hours/year.
- Ten-(10) month employee in first (1^{st}) to fifth (5^{th}) year working 0.875 FTE (seven-(7) hours/day) would earn 70 hours/year.
- Eleven-(11) month employee* in seventh (7^{th}) year working 0.500 FTE (four-(4) hours/day) would earn 62.37 hours/year.
- Eleven-(11) month employee* in first (1^{st}) to fifth (5^{th}) year working 0.875 FTE (seven-(7) hours/day) would earn 77 hours/year.
- Twelve-(12) month employee in tenth (10^{th}) year working 1.000 FTE (eight-(8) hours/day) would earn 168 hours/year.

*This refers to 10-month Bus Drivers and Nutrition Services unit members whose pay is annualized over eleven (11) months.

D. Members of the bargaining Unit working less than an eight-(8) hour day will accumulate vacation time on a prorated basis.

E. Vacation Carry-Over. Unit members may carry over his/her unused accumulated vacation beyond the year in which it was earned into a second fiscal year. Vacation carried over into the second fiscal year must be taken by June 30 of that year or will be paid to the unit member at the end of June of that year (by the July 10 payroll). (2005-06)

Ten-(10) month workers of the Unit shall have the option of cashing in unused vacation at the end of the school year.

Ten-(10) month workers who have accrued vacation time in excess of school holidays/break schedules shall be allowed to schedule time off during the school year so long as said time off does not violate the provisions of (G) below.

F. Holidays. When a holiday falls during the scheduled vacation of any bargaining unit member the holiday shall not count as a vacation day.

G. Vacation requests must be approved by the manager. Approval will be based on department requirements, availability of qualified substitutes, and the burden placed on the department work force. Any vacation request which is disapproved will be accompanied by an explanation for the refusal.

Based on the above criteria, vacation requests may not be made for the following periods, except as described below*:

Twelve-(12) month workers: Five (5) working days before the start of the student instructional year, and five (5) working days after the start of the student instructional year.

Ten-(10) month workers: Five (5) working days after the start of the student instructional year, and five (5) working days before the end of the student instructional year (this is in addition to the requirement to utilize vacation only during school breaks, per section A above).

*For emergency or special circumstances, the District agrees to approve workers' requests to utilize personal necessity leave during this blackout period.

Vacation will be scheduled to fit into the normal work flow of the District.

Request for vacation will be submitted to the supervisor on the Request for Leave Form and in accordance with the following provisions:

1. Vacation requests must be made at least three (3) days in advance of the requested days. The District will notify the workers of approval or denial of the request at least two (2) business days after receiving the vacation request/leave form in advance of the requested days. If the request is made more than five (5) days in advance (of the requested day off) the District shall respond within two (2) business days after receiving the vacation request/leave form.

2. Where several workers request the same vacation period and it is not practical to grant all such requests, the worker with the greater seniority shall be given priority.

3. First choice of vacation period will be made by seniority within a classification and shift.

4. After a vacation has been scheduled, a worker may change his/her vacation schedule only with the consent of his/her manager.

H. Workers may interrupt or terminate vacation leave if hospitalized or if there is a death in the immediate family. In these instances the sick leave provisions and bereavement leave provisions of the Agreement shall apply.

In addition, workers may present evidence of serious illness, not requiring hospitalization, which is certified by a doctor, to the Human Resources Department. The Human Resources Department in such cases may agree to grant sick leave credit in lieu of vacation.

I. Upon separation from service, members of the Unit shall be entitled to lump-sum compensation for all earned and unused vacation. Probationary members of the Unit shall not be entitled to such compensation.

Article 14 - Holidays

Section 14.1 - Holidays

All workers in the bargaining unit who work on a calendar month basis are entitled to the following holidays:

- Independence Day
- Labor Day
- Veterans Day*
- Cesar Chavez (Day before Thanksgiving Day)
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day*
- Lincoln's Birthday**
- Admission Day**
- Washington's Birthday**
- Memorial Day*
- Juneteenth

*The observance of Veterans' Day, Martin Luther King, Jr. Day and Memorial Day will be the same as the school year calendar.

** Scheduling of Washington's Birthday, Lincoln's Birthday and Admission Day will be scheduled each year on the consecutive Monday, Tuesday and Wednesday of the week in February containing Presidents Day, with the understanding that the three (3) days will be taken off consecutively. This provision is effective only if the student calendar provides that this week is also a student holiday. If it is not, scheduling of these days will be determined in each year of reopener

Section 14.2

A. When a holiday falls on a Sunday, the following day is declared a holiday. When the holiday falls on a Saturday, the preceding Friday is declared a holiday.

B. For workers whose workweek is other than Monday through Friday, such as security guards, when a holiday falls on the second day of the scheduled "weekend," the following day is declared a holiday. When the holiday falls on the first day of the scheduled "weekend," the preceding day is declared a holiday. (2001-04)

Section 14.3

Every day appointed by the President or Governor of this state as a public fast, mourning, thanksgiving or holiday requiring the closing of schools shall be a paid holiday for all workers in the bargaining unit provided they meet the requirements of Section 14.4.

Section 14.4

A worker must be on paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday. If the day preceding or following the holiday is a non-duty day, the worker shall receive pay for that holiday.

Section 14.5

Members of the bargaining unit required to work on any holiday shall be paid compensation, or given compensating time off for such in addition to the regular pay received for the holiday at the rate of time and one-half (1½) the regular rate of pay at the worker's option.

Article 15 - Evaluation

Section 15.1 - Schedule

All regular workers shall be evaluated by their immediate managers in accordance with the following:

A. Probationary workers hired on/after July 1, 2024)
One (1) time within six (6) month probationary period, by the end of the fifth (5^{th}) month of employment.

B. Permanent workers - Except as provided in Section 15.3.E below a regular performance evaluation shall be conducted at least once a year not later than May 31, beginning with the first year of service as a permanent unit member.

A permanent worker who maintains a satisfactory summary evaluation rating shall be evaluated every other year.

C. Transfer of workers within classification - no later than thirty (30) days after the transfer if an evaluation had not been completed within one hundred and twenty (120) days prior to the transfer.

D. Transfer of workers involving a change of classification - one evaluation in the first two months.

Regular performance evaluations shall be conducted on an annual basis with written performance reports being given in accordance with the schedule in this section and with the procedure in Sections 15.2 and 15.3.

Section 15.2 - Performance Evaluation Reports

A. Performance evaluation reports shall be made on forms developed by the District in consultation with the Union and shall be prepared by the worker's immediate manager. The form may be reviewed by the next higher manager and, if the need for improvement is noted, by the department manager, if appropriate.

B. No less than satisfactory ratings or comments of a negative nature shall be included on an evaluation report without prior counseling regarding such specific less than satisfactory performance. Such procedure normally applies to permanent workers.

C. The performance evaluation report shall be presented to the worker in a conference. The evaluation form shall be signed by the worker to indicate only receipt by the worker and he/she shall be given a signed copy. The worker will have ten (10) working days to respond to any area of his/her evaluation. Such response will be attached to the evaluation. When the worker is no longer supervised by the person preparing the evaluation, it may be delivered by mail.

D. Performance evaluation reports shall be filed in the worker's personnel records after copies have been given to the worker.

E. If a worker receives an overall less than satisfactory evaluation rating, he/she shall be formally reevaluated in six (6) months from the date of the less than satisfactory evaluation.

F. At the worker's request, a manager shall reevaluate the worker an additional time.

Section 15.3 - Appeals

If the worker is not satisfied with his/her performance evaluation report, he/she may appeal through the grievance procedure including Step 2. If a worker alleges that the procedure set forth in this Article was not followed, he may appeal through the grievance procedure, including Arbitration.

Article 16 - Discipline

Section 16.1 - Disciplinary Action

The provisions of this article apply to permanent classified workers.

A. Except in circumstances calling for immediate imposition of discipline, the District's intent regarding disciplinary action is to utilize progressive steps. Such steps may include counseling. (2016)

If a worker's performance or conduct is less than satisfactory, the immediate manager shall provide counseling to the worker. If the less-than-satisfactory performance or conduct is based on a specific incident, such counseling shall occur within ten (10) working days of the manager's knowledge of the incident. (2016)

In cases where there is a pattern of less-than-satisfactory performance or conduct, the counseling shall occur within ten (10) days of the most recent incident. (2016)

B. Counseling means either of the following:

1. A conference between the manager and the worker separate from ongoing worksite dialogue, preceded by or during which notice is given to the worker that it is a counseling conference, or (2016)

2. Written documentation of less than satisfactory conduct or performance which may be placed in the worker' personnel file. A conference shall be held between the worker and manager(s) for the purpose of presenting and reviewing the written counseling documentation. All written counseling shall be on a "Counseling Documentation Report," to which may be attached written documentation relating to the subject of the report. (2016)

C. Workers shall be provided an opportunity to attach a written response within ten (10) days of receiving the counseling. (2016)

D. A worker shall have the right to Union representation in the following circumstances: (2016)

1. Where more than one (1) manager is present at the conference. (2016)

2. At a conference which includes presentation of written counseling document. (2016)

E. It is intended that a counseling process will result in a worker's return to satisfactory service. (2016)

F. The parties acknowledge that the kind or level of counseling given should relate to the seriousness of the less than satisfactory performance or conduct. In general, less than satisfactory performance or conduct which is a first or minor infraction should initiate a conference only. If repetition occurs, or if an incident rises above the level of a minor infraction, written counseling documentation would be appropriate. The parties recognize that the appropriate counseling will depend on the particular facts of each case. This section (A) – (F) shall not be grievable. (2016)

G. Causes for disciplinary actions are listed in board policy/administrative regulation, which is attached to this agreement as Appendix C. (2013)

H. The following actions may be taken for disciplinary reasons by the District against a permanent worker for the causes as determined by the Board of Education:

1. Dismissal. Dismissal is removal from the employment of the District.

2. Suspension. Suspension is temporary removal from the employment of the District for a specified period of time without pay.

3. Involuntary Demotion. Involuntary demotion is placement in a lower classification.

Section 16.2 - Dismissals and Non-Immediate Suspensions

A. A worker who is to have disciplinary action taken against him/her shall be informed in writing of the following:

1. Statement of Charges. A statement of the specific charges against the worker shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations, which have been violated. No charge, however, shall be made for a cause which occurred prior to the worker's becoming permanent nor more than two years from the filing of this statement of charges, unless such cause was concealed or not disclosed by such worker when it could be reasonably assumed that the worker should have disclosed the facts to the District. The statement of charges shall be served in person or by registered or certified mail to the worker.

   A copy shall be sent to the Union simultaneously; however, inadvertent failure to comply with this requirement shall not constitute reason to affect ultimate disciplinary action, if any. The statement shall also include the disciplinary action being recommended.

2. Right to a Conference Prior to Final Recommendation for Discipline. The statement of charges shall notify the worker of his/her right to a Conference with the Associate Superintendent, Human Resources, before a Final Recommendation for Discipline be submitted to the Governing Board. The Associate Superintendent, Human Resources, may provide a copy of the State of Charges to the worker and SEIU and simultaneously schedule a conference to discuss the State of Charges. At the Conference, the District shall present the recommended Statement of Charges and allow the employee to respond. The worker may present information and informally respond to the Statement of Charges. (2016)

3. After the Conference, the Associate Superintendent, Human Resources, shall finalize his/her recommendation for discipline and notify the employee of his/her right to a hearing before the Governing Board as provided for in this Article. The worker may request a hearing in writing within ten (10) calendar days after service of the Statement of Charges. A card or paper shall be provided to the worker with the final Statement of Charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to the hearing. (2013, 2016)

4. Access to Material. The worker may, upon request, have copies of the material upon which the charges are based.

B. Administrative Leave. Notwithstanding any other provision of this Article, a worker may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in Board Policy.

1. If the incident(s) giving rise to the administrative leave is/are not documented in writing, in the worker's personnel file, including the fact that the worker was placed on such leave, neither the incident(s) nor the fact of such leave may be later used in any disciplinary action against the worker.

2. "Documentation" as referred to in paragraph 1 above means the commonly used, agreed upon forms,

including for example written counseling and notice of unsatisfactory performance.

3. The worker shall be supplied with a copy of such written documentation prior to its placement in the personnel file and has the right to respond to the contents of the documentation within ten (10) working days. Any such response shall be attached to and made a permanent part of the documentation.

C. Immediate Suspension Without Pay Pending Dismissal Hearing. A worker may be immediately suspended without pay pending a for cause dismissal hearing under circumstances in which retention of the worker in the job would be seriously detrimental to the welfare of the District and the pupils therein or where necessary to protect lives or property.

1. Prior to imposition of the unpaid suspension, the worker shall be notified in writing of the District's intent to take such action and the facts and circumstances in support thereof. The notice shall be delivered personally to the worker and shall include a statement that a "Skelly" conference to discuss the proposition will be held as soon as reasonably possible, within five (5) working days following delivery of the notice, before the Superintendent or his/her designee unless the worker indicates in writing his/her desire to waive such "Skelly" conference. In case of such a waiver, the suspension shall be implemented on the fifth (5th) working day following the notice, or the date originally scheduled for the "Skelly" conference or the date of receipt of the worker's waiver, whichever is soonest. (2013)

2. At the "Skelly" conference, the worker shall have the opportunity to review all documents and evidence, to hear the charges against him/her, and to present any rebutting evidence. Upon request, the District shall grant a reasonable continuance of the "Skelly" conference, not to exceed five (5) working days, if more time is needed for the presentation of rebuttal evidence. The worker shall be entitled to representation, which may include a representative and a steward; however, this provision shall not operate to cause any delay in the convening of the "Skelly" conference as specified in the notice to the worker. (2013)

3. Following the "Skelly" conference, if the administration determines that the worker should be suspended without pay pending a dismissal hearing, such notice shall be given to the worker in writing. The notice shall include a statement of the worker's right to respond in writing within ten (10) working days and shall be given to the Union simultaneously. (2013)

4. A worker immediately suspended pursuant to this section above shall continue to be paid his/her regular salary during the period of his/her suspension if he/she furnishes to the School District a suitable bond. If the worker is acquitted or the charges are dismissed, the School District shall reimburse the worker the cost of the bond.

5. A formal statement of charges for dismissal as provided in Section 16.2.A above shall be sent to the employee within ten (10) working days following imposition of the unpaid suspension.

Section 16.3 - Formal Hearing

A. The hearing shall be held within a reasonable period of time but not less than ten (10) calendar days after the filing of a request for hearing.

B. If the worker does not request a hearing by the set date, disciplinary action may be taken in the worker's absence.

C. The worker may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are workers of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.

D. All formal hearings shall be conducted by an independent hearing officer pursuant to procedures established in the Board Policy and Administrative Regulation. The independent hearing officer shall be mutually agreed upon by parties from a list provided by California Mediation and Conciliation Services. Any decisions rendered by the hearing officer shall be advisory to the Board of Education. The Board of Education may adopt or modify the decision of the hearing officer as it deems appropriate. The hearing shall be conducted in closed session unless the unit member requests a public hearing. The Board or its designee may deliberate in the absence of the unit member and the District administration. The Board or designee may have its attorney, if any, present during deliberations. (2016)

At such hearing, the unit member shall be entitled to appear personally and to be represented by a person of his/her choice to introduce relevant evidence on his/her behalf, to cross-examine witnesses, and to challenge evidence presented by the District. (2016)

The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. (2016)

Section 16.4 - Results of the Hearing

A written decision shall be sent to the worker, including the findings of fact and determination of issues. Alleged violations of this Article shall not be subject to the grievance procedures.

Article 17 - Safety Conditions of Employment

Section 17.1

The Superintendent shall be responsible for the promulgation of safety rules of all unit members and may appoint a District safety officer to oversee the conditions of the District facilities.

Section 17.2

The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended, (California Labor Code, Section 6300 et seq.) and regulations relating thereto (California Admin. Code Section 330 et seq.). It is understood that members of the Unit shall not be required to work under unsafe or hazardous conditions (including the operation of unsafe vehicles/equipment) as described in state laws, regulations, and ordinances or to perform tasks which endanger their health, safety, or well-being. No unit worker shall be discriminated against as a result of reporting any condition, belief to be a violation of health, safety, or sanitation laws or regulations.

Section 17.3

The Union shall be entitled to appoint two (2) members to a District Safety Committee. The committee shall be charged with making recommendations to the Superintendent or his/her designee concerning improvements in health, safety, sanitation and working conditions. It is agreed that the committee will be comprised of an equal number of worker organization representatives and management representatives.

Section 17.4

The Article shall be subject to the grievance procedure contained in this Agreement but shall not be subject to arbitration.

Section 17.5

Workers shall provide personal clothing and footwear that is appropriate for the work being done in each classification. When required by the District, special protective clothing, footwear, and devices shall be provided by the District. It is not the intent or purpose of this article to institute a dress code or grooming standards.

Article 18 - District Rights

Section 18.1

The right to manage the School District and to direct its workers and operations is vested in and reserved by the District and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

Article 19 - Effect of Agreement

Section 19.1

This agreement terminates and supersedes all past practices, agreements, procedures, and rules or regulations concerning the matters covered herein.

Section 19.2

The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands or proposals and counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

Section 19.3

The parties agree therefore that the other shall not be obligated to meet and negotiate with respect to any subject matter except as required by law, whether referred to herein or not, even though such subject or matter may not have been in the contemplation of knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed in the same manner as this Agreement.

Section 19.4

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law and the parties agree to meet and discuss the implications of such deletions. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

Section 19.5

There shall be two (2) signed copies of the final Agreement for record-keeping purposes. One (l) shall be retained by the District and one (l) by the exclusive representative.

Article 20 - No Strike, No Lockout

Section 20.1

The exclusive representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the exclusive representative, in consideration of the terms and conditions of this Agreement, will not engage in any concerted work stoppage. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.

Article 21 - Successor Agreement

Section 21.1

The parties hereto agree to enter into negotiations over a successor agreement no later than sixty (60) days prior to the expiration of this Agreement. Any agreement so negotiated shall be reduced to writing and ratified by the parties hereto. The parties shall simultaneously submit initial proposals for compliance with the Sunshine provisions of SB-160 in time for the first regular Board meeting in May.

Article 22 - Duration of Agreement and Reopeners

Section 22.1 - Duration of Agreement

This Agreement shall be effective as of July 1, 2024 after ratification by the Board of Education and by the Union and shall continue in effect through June 30, 2027.

Section 22.2 - Reopeners

22.2.1 2025-2026 and 2026-2027: During the 2025-2026 and 2026-2027 ~~2023-2024~~ school years, either party may reopen negotiations over two (2) non-economic articles and Article 6 (Compensation) and Article 10 (Reclassification).

Section 22.3 – Classification and Compensation Study

22.3.1 During the 2024-2025 school year, the District shall conduct a Classification and Compensation Study according to the following terms:

22.3.1.1 The purpose of this study shall be to determine whether:

- Job descriptions should be updated;
- Positions should be reclassified based on internal relationships among classifications; and/or
- Positions should be realigned based on the comparative market.

22.3.1.2 The study shall be conducted by an external, independent vendor with relevant and necessary expertise. The District shall consult with SEIU regarding selection of this vendor and SEIU will have the opportunity to provide input to the vendor regarding designation of comparable agencies for the Study. The District will be responsible for the cost of the Study.

22.3.1.3 The results of the Study shall be subject to negotiations during the 2025-2026 reopener negotiations over Articles 6 (Compensation) and 10 (Reclassification) as provided in section 22.2.1 above. Article 10 shall be suspended for the 2025-2026 school year and negotiations over the results of the study in 2025-2026 shall not be limited to four (4) positions or classes of positions as stated in section 10.3 (A).

Article 23 - Contracting Out

A. The District's policy is to accomplish required work with the regular work force whenever possible.

B. The District intends to maintain past practice by not contracting out for services in order to replace regular workers.

C. Contracting out for services is conducted when such services are not normally within the staffing or scope of the normal work force, or when special equipment is required.

D. The District will notify Local 521 prior to letting contracts, whenever possible, and shall follow the "Guidelines for Contracting Out or not Contracting Out," attached as Appendix B and incorporated into this Agreement. (2004)

E. The District shall conform with applicable state laws regarding contracting out. (2004)

Transportation Agreement
between
Cupertino Union School District
and
Service Employees International Union, Local 521

August 19, 1991
Revised June 10, 1991, December 19, 1997, May 4, 1998, December 4, 2012

This agreement is entered into between Cupertino Union School District ("District") and Service Employees International Union, Local 521 ("Union") and becomes effective on the date it is signed by both parties.

Whereas, escalating excess costs for county transport of District students to non-district sites has made it necessary to reevaluate the need to provide District transportation for students transported to private schools and county programs; and

Where, the District intends, as a cost saving measure, to transport District students to educational programs.

Now therefore the parties agree as follows:

A. Definition of Terms - This agreement shall incorporate all definitions of Section 5.10(a).

1. "Out of District Run"
   Any run based on transporting District student to non-district boundary sites.

2. "District Regular Run"
   Any run based on transporting District students to District sites.

3. "Wheelchair Regular Run"
   Any run, county or District, which transports students in wheelchairs and requires a Type II bus converted for that purpose.

4. "Extra Runs"
   Extra runs are defined in section 5.10 of the Collective Bargaining Agreement.

5. "Additional Work"
   Work available to drivers on days they are not regularly scheduled to work.

6. "Types of Buses"
   Type I (large, 84 Type I Air Brake passenger); Type I (conventional, 1-24 ambulatory and wheelchair passengers); Type II (ambulatory); Type II (wheelchair).

7. “Float Drivers”
   Regular bus drivers who are assigned to a position with a type I or type II bus whose job function is to be available to cover any routes or runs assigned on a day-to-day basis as needed. Float drivers work at least eight (8) hours per day during their designated ten-month work year. (2013)

B. District Workers
   All workers covered by this agreement, both out-of-district run drivers and District regular run drivers, shall remain workers of the District and will be covered by the terms and conditions of the collective bargaining agreement between the District and the Union as well as the provisions contained herein.

C. Calendar Discrepancies
In the event of a conflict between holidays or breaks observed by the District and any non-district sites, out-of-district drivers shall observe the calendar of the site(s) they are serving.

D. Guaranteed Work Year and Hours
Out-of-district run drivers will be guaranteed at least as many days in paid status (including holidays) during the work year as District regular run drivers.

E. Bidding for Buses and Routes
Beginning of the year bidding for buses and routes will be consistent with Section 5.10.B, Bus Route Bidding.

F. Adjustments to Basic Routes
Out-of-district drivers will not be limited to out-of-district regular runs in adjusting their basic daily route assignments. Also, District route drivers will not be limited to District regular runs in adjusting up their basic daily route assignments.

G. Bidding for Extra Runs
Out-of-district drivers and District route drivers may bid for any extra work available, subject only to the limitations set forth in Section 5.10(d) of the collective bargaining agreement.

H. Additional Work
If out-of-district route drivers or District route drivers are off on a day when routes in the other category are available, those drivers will be offered routes as "additional work" on the following basis.

1. Out-of-district route drivers offered additional work on District routes.
   i. Paid holiday - out-of-district route drivers off on paid holiday shall be awarded additional work on District routes in seniority order after float drivers and on-call drivers have been assigned routes. Provisions of Section 5.8 of the collective bargaining agreement shall apply.

   ii. Unpaid days - out-of-district route drivers off on an unpaid day shall be awarded additional work available on District route in seniority after float drivers have been assigned routes, but before on-call drivers have been assigned routes.

2. District route drivers offered additional work on out-of-district routes.
   i. Paid holiday - District route drivers, including float drivers, off on paid holiday shall be awarded additional work available on out-of-district routes in seniority order after on-call drivers have been awarded routes. Provisions of Section 5.8 of the collective bargaining agreement.

   ii. Unpaid days - District route drivers, including float drivers, off on an unpaid day shall be awarded additional work available on out-of-district routes in seniority order before on-call drivers have been assigned routes.

I. Training and Inservicing/License Renewal
The District guarantees that out-of-district route drivers will receive all training and inservicing as provided in Section 5.11.

J. Floating Holiday (Which is always the first (1st) day of the February break)
1. Out-of-district route drivers shall not observe the same CUSD floating holiday as the rest of the bargaining unit. Instead, each out of district driver will select any day which is an unpaid day on their work calendar.

2. Additional work will be available to both out of district route drivers and district route drivers on their floating holiday on the same basis as any other paid holiday.

K. Grievability

All provisions of this Transportation Agreement will be subject to provision of Article 12 of the collective bargaining agreement between the parties.

Tentative Agreement
Between
Cupertino Union School District (CUSD) and
Local 521, School Employees International Union (SEIU)
March 29, 2024

LABOR MANAGEMENT COMMITTEE

The District and SEIU will establish a joint Labor/Management Committee (LMC). This Committee will have the following membership and functions:

1. The Committee will consist of (One (1) Chapter President/designee and one (1) Steward/member in good standing (as determined by the union). One (1) District Director of Human Resources and one (1) other District representative). These representatives will be provided release time for attending official Committee meetings. The union internal organizer and/or the Associate Superintendent of Human Resources may attend the LMC meetings on as needed basis only. However, the chapter leaders and the District will make a concerted effort to solve issues at the lowest possible level, without the internal organizer.

2. The Committee will meet once a month, meeting dates to be determined at the beginning of each school year.

3. The main purpose of this committee is to maintain communication between the District and the Union.

4. The Committee will regularly review personnel policies and procedures relating to employer/employee relations and make appropriate recommendations to the Associate Superintendent, Human Resources, regarding changes, updating, etc.

5. The Committee will review job descriptions and make appropriate recommendations to the Associate Superintendent, Human Resources regarding changes and modifications. This aspect of the Committee's functions excludes the areas of responsibility contained in Article 10 – Reclassification. No changes to current job descriptions will be made unless mutually agreed upon in writing and approved by both parties according to their internal procedures.

6. The Committee will investigate the development of professional growth opportunities for unit members. *[Note: District has also proposed to discuss potential changes to Professional Development in Article 6.]* No changes to the negotiated Agreement will be made unless mutually agreed upon in writing and approved by both parties according to their internal procedures.

Appendix A

Cupertino Union School District
CLASSIFIED
OPERATIONS-SUPPORT SERVICE UNIT
2025-26 SALARY SCHEDULE

Classification	Range	A	B	C	D	E
Automotive Mechanic	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Automotive Mechanic Leadperson	253	$9,704.92	$10,190.19	$10,699.69	$11,234.67	$11,796.40
Bus Driver I/II	226	$5,397.29	$5,665.32	$5,952.19	$6,246.48	$6,558.68
Bus Driver Instructor	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
Bus Driver Lead	235	$6,129.47	$6,434.78	$6,755.48	$7,094.89	$7,452.11
Carpenter	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Carpenter Craftsperson	251	$8,822.66	$9,263.79	$9,726.99	$10,213.32	$10,724.00
Custodian I (Day)	212	$4,924.17	$5,167.32	$5,429.23	$5,698.92	$5,987.33
Custodian I (Night)	211^	$4,972.56	$5,218.07	$5,482.23	$5,755.86	$6,044.92
Custodian II (Day)	217	$5,142.36	$5,402.76	$5,671.65	$5,958.46	$6,253.09
Custodian II (Night)	221	$5,192.30	$5,455.73	$5,727.77	$6,016.13	$6,313.83
Custodian III	227	$5,429.23	$5,698.93	$5,987.33	$6,283.41	$6,597.56
Dispatcher/Scheduler	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Electrician Craftsperson	251	$8,822.66	$9,263.79	$9,726.99	$10,213.32	$10,724.00
Electrician Tech/Heat & Air Person	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
Electrician Technician I	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
Electrician Technician II	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Electronic Technician I	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Electronic Technician II	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Electronic Technician/Leadperson	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Electronic/Network Technician	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Equipment Service Mechanic	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Furniture/Utility Person	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Glazier	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Grounds Equipment Operator	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Grounds Equipment Repairperson	240	$6,376.52	$6,694.39	$7,031.31	$7,385.15	$7,756.52
Grounds Leadperson	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Groundsperson-Gardener I	224	$5,374.74	$5,643.03	$5,926.31	$6,220.58	$6,531.54
Groundsperson-Gardener II	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Head Custodian	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
HVAC Craftsperson	251	$8,822.66	$9,263.79	$9,726.99	$10,213.32	$10,724.00
HVAC Technician I	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
HVAC Technician II	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Information Technology Lead Person	253	$9,704.92	$10,190.19	$10,699.69	$11,234.67	$11,796.40
Instructional Materials Stores Clerk	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Lead Electrician Fire Technician	253	$9,704.92	$10,190.19	$10,699.69	$11,234.67	$11,796.40
Locksmith	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Maintenance Person I, General	240	$6,376.52	$6,694.39	$7,031.31	$7,385.15	$7,756.52
Maintenance Person II, General	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Maintenance Working Lead	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Network & Telecommunication Technician	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Nutrition Services Assistant I	212	$4,924.17	$5,167.32	$5,429.23	$5,698.92	$5,987.33
Nutrition Services Assistant II	217	$5,142.36	$5,402.76	$5,671.65	$5,958.46	$6,253.09
Nutrition Services Assistant III	224	$5,374.74	$5,643.03	$5,926.31	$6,220.58	$6,531.54
Nutrition Services Cook	224	$5,374.74	$5,643.03	$5,926.31	$6,220.58	$6,531.54
Nutrition Services Kitchen Operator	224	$5,374.74	$5,643.03	$5,926.31	$6,220.58	$6,531.54
Nutrition Services Warehouse Lead Person	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Nutrition Services Warehouse Person	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Painter	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Plumber Craftsperson	251	$8,822.66	$9,263.79	$9,726.99	$10,213.32	$10,724.00
Plumber Technician I	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
Plumber Technician II	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Senior Tradesperson**	247	$7,450.13	$7,822.60	$8,211.71	$8,621.87	$9,053.52
Skilled Maintenance Person*	246	$7,095.36	$7,450.09	$7,820.68	$8,211.31	$8,622.40
Sound Technician	245	$6,837.67	$7,181.33	$7,542.94	$7,921.14	$8,317.42
Sports Field and Irrigation Technician	240	$6,376.52	$6,694.39	$7,031.31	$7,385.15	$7,756.52
Store & Delivery Clerk I	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Tool & Materials Serviceperson	240	$6,376.52	$6,694.39	$7,031.31	$7,385.15	$7,756.52
Tool & Materials Stores Clerk	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25
Trades Working Lead	253	$9,704.92	$10,190.19	$10,699.69	$11,234.67	$11,796.40
Transportation Dispatcher	235	$6,129.47	$6,434.78	$6,755.48	$7,094.89	$7,452.11
Warehouse Lead Person	249	$8,020.61	$8,671.39	$9,108.17	$9,564.78	$10,043.16
Warehouse Person	236	$6,190.02	$6,478.05	$6,825.82	$7,168.86	$7,530.25

* This is not an entry level position.

** This is not an entry level position and includes all Trades positions, Automotive Mechanic, Equipment Service Mechanic, Network and Telecommunications Technician, Electronic Technician II and Sound Technician.

Advanced Degree Stipend: The annual stipend for holders of one or more Advanced Degree(s) shall be the sum of $2292 for each Advanced Degree, up to a maximum of two (2) Master's Degrees. A unit member that holds a contractor's license and/or journeyman card will receive the Advanced Degree Stipend.

Total Compensation: Computed on the basis of a 40-hour week and 173.33 hours per average work month.

The following longevity provisions will be applied to the base salary figures indicated in the schedule above:
1% of employee salary beginning with the 7th year of service in CUSD
5% of employee salary beginning with the 10th year of service in CUSD
8% of employee salary beginning with the 15th year of service in CUSD
12% of employee salary beginning with the 20th year of service in CUSD
13% of employee salary beginning with the 25th year of service in CUSD

Date Effective : July 1, 2025
Board Adopted: February 12, 2026

HR/ck

Appendix A

Cupertino Union School District
CLASSIFIED
OPERATIONS-SUPPORT SERVICE UNIT

Classification	Range	A	B	C	D	E
Automotive Mechanic	245	$39.45	$41.43	$43.52	$45.70	$47.99
Automotive Mechanic Leadperson	253	$55.99	$58.79	$61.73	$64.82	$68.06
Bus Driver I/II	226	$31.14	$32.69	$34.34	$36.04	$37.84
Bus Driver Instructor	247	$42.98	$45.13	$47.38	$49.74	$52.23
Bus Driver Lead	235	$35.36	$37.12	$38.97	$40.93	$42.99
Carpenter	249	$46.27	$50.03	$52.55	$55.18	$57.94
Carpenter Craftsperson	251	$50.90	$53.45	$56.12	$58.92	$61.87
Custodian I (Day)	212	$28.41	$29.81	$31.32	$32.88	$34.54
Custodian I (Night)	211^	$28.69	$30.10	$31.63	$33.21	$34.88
Custodian II (Day)	217	$29.67	$31.17	$32.72	$34.38	$36.08
Custodian II (Night)	221	$29.96	$31.48	$33.05	$34.71	$36.43
Custodian III	227	$31.32	$32.88	$34.54	$36.25	$38.06
Dispatcher/Scheduler	245	$39.45	$41.43	$43.52	$45.70	$47.99
Electrician Craftsperson	251	$50.90	$53.45	$56.12	$58.92	$61.87
Electrician Tech/Heat & Air Person	247	$42.98	$45.13	$47.38	$49.74	$52.23
Electrician Technician I	247	$42.98	$45.13	$47.38	$49.74	$52.23
Electrician Technician II	249	$46.27	$50.03	$52.55	$55.18	$57.94
Electronic Technician I	236	$35.71	$37.37	$39.38	$41.36	$43.44
Electronic Technician II	245	$39.45	$41.43	$43.52	$45.70	$47.99
Electronic Technician/Leadperson	249	$46.27	$50.03	$52.55	$55.18	$57.94
Electronic/Network Technician	245	$39.45	$41.43	$43.52	$45.70	$47.99
Equipment Service Mechanic	245	$39.45	$41.43	$43.52	$45.70	$47.99
Furniture/Utility Person	236	$35.71	$37.37	$39.38	$41.36	$43.44
Glazier	245	$39.45	$41.43	$43.52	$45.70	$47.99
Grounds Equipment Operator	245	$39.45	$41.43	$43.52	$45.70	$47.99
Grounds Equipment Repairperson	240	$36.79	$38.62	$40.57	$42.61	$44.75
Grounds Leadperson	249	$46.27	$50.03	$52.55	$55.18	$57.94
Groundsperson-Gardener I	224	$31.01	$32.56	$34.19	$35.89	$37.68
Groundsperson-Gardener II	236	$35.71	$37.37	$39.38	$41.36	$43.44
Head Custodian	249	$46.27	$50.03	$52.55	$55.18	$57.94
HVAC Craftsperson	251	$50.90	$53.45	$56.12	$58.92	$61.87
HVAC Technician I	247	$42.98	$45.13	$47.38	$49.74	$52.23
HVAC Technician II	249	$46.27	$50.03	$52.55	$55.18	$57.94
Information Technology Lead Person	253	$55.99	$58.79	$61.73	$64.82	$68.06
Instructional Materials Stores Clerk	236	$35.71	$37.37	$39.38	$41.36	$43.44
Lead Electrician Fire Technician	253	$55.99	$58.79	$61.73	$64.82	$68.06
Locksmith	245	$39.45	$41.43	$43.52	$45.70	$47.99
Maintenance Person I, General	240	$36.79	$38.62	$40.57	$42.61	$44.75
Maintenance Person II, General	245	$39.45	$41.43	$43.52	$45.70	$47.99
Maintenance Working Lead	249	$46.27	$50.03	$52.55	$55.18	$57.94
Network & Telecommunication Technician	245	$39.45	$41.43	$43.52	$45.70	$47.99
Nutrition Services Assistant I	212	$28.41	$29.81	$31.32	$32.88	$34.54
Nutrition Services Assistant II	217	$29.67	$31.17	$32.72	$34.38	$36.08
Nutrition Services Assistant III	224	$31.01	$32.56	$34.19	$35.89	$37.68
Nutrition Services Cook	224	$31.01	$32.56	$34.19	$35.89	$37.68
Nutrition Services Kitchen Operator	224	$31.01	$32.56	$34.19	$35.89	$37.68
Nutrition Services Warehouse Lead Person	249	$46.27	$50.03	$52.55	$55.18	$57.94
Nutrition Services Warehouse Person	236	$35.71	$37.37	$39.38	$41.36	$43.44
Painter	245	$39.45	$41.43	$43.52	$45.70	$47.99
Plumber Craftsperson	251	$50.90	$53.45	$56.12	$58.92	$61.87
Plumber Technician I	247	$42.98	$45.13	$47.38	$49.74	$52.23
Plumber Technician II	249	$46.27	$50.03	$52.55	$55.18	$57.94
Senior Tradesperson**	247	$42.98	$45.13	$47.38	$49.74	$52.23
Skilled Maintenance Person*	246	$40.94	$42.98	$45.12	$47.37	$49.75
Sound Technician	245	$39.45	$41.43	$43.52	$45.70	$47.99
Sports Field and Irrigation Technician	240	$36.79	$38.62	$40.57	$42.61	$44.75
Store & Delivery Clerk I	236	$35.71	$37.37	$39.38	$41.36	$43.44
Tool & Materials Serviceperson	240	$36.79	$38.62	$40.57	$42.61	$44.75
Tool & Materials Stores Clerk	236	$35.71	$37.37	$39.38	$41.36	$43.44
Trades Working Lead	253	$55.99	$58.79	$61.73	$64.82	$68.06
Transportation Dispatcher	235	$35.36	$37.12	$38.97	$40.93	$42.99
Warehouse Lead Person	249	$46.27	$50.03	$52.55	$55.18	$57.94
Warehouse Person	236	$35.71	$37.37	$39.38	$41.36	$43.44

Total Compensation: Computed on the basis of a 40-hour week and 173.33 hours per average work month.

HR/ck

Appendix B

Cupertino Union School District

Guidelines for Consideration of Contracting Work By Non-CUSD Employees

February 21, 1997
Revised: October 14, 1998
Revised: January 17, 2008
Revised: February 14, 2008

Committee Members

Terry Nolan, Facilitator
Steve Bauer, Information Technology
Earl Gifford, Maintenance
Rick Hausman, Business Services
Javier Jacquez, Grounds
Pat King, Maintenance
George McGruder, Maintenance
Tony Nguyen, Information Technology
Mario Pinheiro, Grounds
Art Serrano, Maintenance
Paul Smith, Purchasing/Warehouse
Toby Smith, Facilities
Gavin Ward, Warehouse

Public Contract Code, Article 3, Section 20114 of the Public Contract Code states:

a) In each school district, the governing board may make repairs, alterations, additions, or painting, repainting, or decorating upon school buildings, repair or build apparatus or equipment, make improvements on the school grounds, erect new buildings, and perform maintenance as defined in *Section 20115* by day labor, or by force account, whenever the total number of hours on the job does not exceed 350 hours. Moreover, in any school district having an average daily attendance of 35,000 or greater, the governing board may, in addition, make repairs to school buildings, grounds, apparatus, or equipment including painting or repainting, and perform maintenance as defined in *Section 20115,* by day labor or by force account whenever the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed twenty-one thousand ($21,000).

b) For purposes of this section, day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. Therefore, areas to consider before contracting out work are as follows:

1. overall complexity of project
2. size of the job as related to timeline, manpower, and equipment
3. availability and workload of affected personnel
4. availability of, and impact on, project area (i.e., during regular work day or on overtime)

5. approximate cost
6. the necessity and feasibility of district personnel working in conjunction with outside contractor on a given project

Process:

1. Involved district personnel meet with appropriate manager to review established criteria for the decision to:

    a. Do project by district personnel
        i – overtime
        ii – straight time
    b. Contract work

2. If district personnel to complete project on overtime:

    a. Overtime will be offered per union contract
    b. District personnel to perform the following on straight time
        i – site evaluation of project
        ii – ordering and pickup of materials
        iii – establish project completion date
        iv – prepare cost estimates as necessary

3. Cost estimates and accounting with a <u>not to exceed amount</u> of materials and time:

    a. Projects **<u>requiring</u>** charge back costs
        i – timeline
        ii – affirmed labor and materials
        iii – unforeseen problems must be reported on a separate work request and time card
    b. Projects **<u>not</u>** requiring charge back costs
        i – timeline
        ii – labor and materials should be included on original work request and time card if done on overtime
    c. Work request forms and time cards must be submitted simultaneously at completion of project

4. Contract project:

    a. Send letter of notification to union – see boiler plate form, page 5
    b. The contracting out of projects does **<u>not</u>** set precedence for future similar projects/work

5. Dissemination of the process throughout the district:

    a. All Personnel
    b. Management

This is an "**<u>on-going</u>**" process subject to improvement, changes and additions that will come up through its use.

The committee recommends that it continues to meet on a monthly basis during the initial process, implementation, and dissemination period.

Superintendent Phil Quon
Board of Education Pearl Cheng
Ben Liao
Josephine Lucey
Gary McCue
Phyllis Vogel

Cupertino Union School District
10301 Vista Drive • Cupertino, California 95014–2091 • (408) 252–3000 • Fax (408) 255–4450

(Date)

(Name), President of the Union
Service Employees International Union
(Street Address)
(City), (State) (Zip)

Dear (Name),

Subject: Notification of Contracting Out

This letter is to inform you that, following a discussion on (date) with (name – maintenance staff) and (name), the Maintenance Manager, that the District will be entering into a contract to perform the following work at (site).

(*Description of work*)

An agreement by the contractor to pay prevailing wages will be a condition of this contract and a copy of the signed agreement will be on file within Business Services.

Sincerely,

Manager's Signature

(Manager's Name)
(Title), (Department/School)

Superintendent Phil Quon
Board of Education Pearl Cheng
Ben Liao
Josephine Lucey
Gary McCue
Phyllis Vogel

Cupertino Union School District
10301 Vista Drive • Cupertino, California 95014–2091 • (408) 252–3000 • Fax (408) 255–4450

(Date)

(Name), President of the Union
Service Employees International Union
(Street Address)
(City), (State) (Zip)

Dear (Name),

Subject: Blanket Notification of Contracting Work (*description of work)*

This letter is to inform you that, following a discussion on (date) with (name – maintenance staff) and (name), the Maintenance Manager, that the District will be entering into a contract to perform all (description of work) beginning (date) through (date).

This letter does not preclude Cupertino Union School District from doing this work, when deemed appropriate with district employees.

An agreement by the contractor to pay prevailing wages will be a condition of this contract and a copy of the signed agreement will be on file within Business Services.

Sincerely,

Manager's Signature

(Manager's Name)
(Title), (Department/School)

cc: (Name), SEIU Field Representative
Terry Nolan, Director, Human Resources
(Name), Manager, Maintenance

Agreement Signature Page

Negotiations Teams

Cupertino Union School District	**Service Employees International Union**
Mike Ghelber	Omar Batres
Mike Cellini	Maria Fernandez
Ronaele Fijak	Hugo Jeronimo
Nicole Meschi	Robert Medina
Samuel Perez	Janet Ooi
Greg Dannis	Tammy Dhanota
March 7, 2025	March 7, 2025
Date	Date