

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT (JUHSD)

AND

AFT LOCAL 1481 AFL-CIO  
(THE AMERICAN FEDERATION OF TEACHERS)

CLASSIFIED UNIT BARGAINING AGREEMENT

BUSINESS & INSTRUCTIONAL SUPPORT SERVICES UNIT (BISS)  
OPERATIONAL SUPPORT SERVICES UNIT (OSS)

2021-2024

**CLASSIFIED UNIT BARGAINING AGREEMENT 2021-2024**  
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(\* indicates item is the same for all AFT 1481 contracts)

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## **ARTICLE I PREAMBLE\***

The Jefferson Union High School District and the American Federation of Teachers, Local 1481, AFL- CIO recognize that they have a responsibility to work toward the achievement of a quality education for every student in the district. With the advent of a collective bargaining relationship, the Board of Trustees with the American Federation of Teachers, the unit members' exclusive representative, have embarked upon a democratic method of problem solving. As the parties pursue their individual interests with mutual respect, understanding and cooperation, their efforts will merge to produce the common goal of quality education in the Jefferson Union High School District. To this end they have jointly entered into this agreement.

## **ARTICLE II DEFINITIONS**

- A. Academic Council: Contract name for the Site-Based Management Team that assumes responsibility for the issues, policies and practices that will become a part of the shared decision- making process. This team is responsible to ensure that all plans required by contract or Board Policy are submitted to the AFT Executive Board and the Superintendent.
- B. Classified Unit Member or Unit Member: The classified employee covered by this agreement.
- C. Comp Time: Time given in lieu of monetary compensation for work done beyond the classified unit member's contractual work day.
- D. Day, Work Day and School Day: A day when unit members are required to be in attendance.
- E. Employer or District: The Jefferson Union High School District Board of Trustees or its designee.
- F. Exclusive Representative or Union: The American Federation of Teachers, Local 1481, AFL-CIO.
- G. Full Time Classified Unit Member: A unit member who works thirty-seven and one-half (37.5) hours per week.
- H. Hourly Pay: Pay shall be computed as follows: The full time equivalent annual wage figure shall be divided by 1950.
- I. Longevity: The number of years of service in the district.
- J. Monthly Salary, Base Pay or Minimum Wage Rate" refers to the wage per step and classification plus longevity pay and differential pay.
- K. Overtime: Any time a unit member works in excess of seven and one half (7.5) hours in any day or in excess of thirty-seven and one-half (37.5) hours in any calendar week.
- L. Part Time Classified Unit Member: A unit member who works less than thirty-seven and one-half (37.5) hours per week. Part time employees may only be hired in situations that do not warrant full-time positions.
- M. Permanent Classified Unit Member: A unit member who has served a six (6) month probationary period since the original date of hire within the district.
- N. Principal or Site Administrator: The chief administrative officer of the site or any designee upon whom they have conferred authority to act in their place.
- O. Posting: A document shared via district email or shared electronic drive to all employees and the union.

- P. Probationary Classified Unit Member: A unit member who is new and is in the first six (6) months of employment.
- Q. Promotion: The movement of a unit member from one classification to another classification of a higher salary.
- R. Pro Rata Pay: Shall be established at X% of the employee's base rate and shall be computed as follows:
1. The annual salary divided by one-thousand nine-hundred and fifty (1950) to produce the hourly pay rate.
  2. Hourly rate multiplied by X% equals pro rata pay.
- S. Restructuring: All parties working together to modify rules, roles and relationships to create an environment for optimum student learning and achievement for all students. The process is on-going in that all parties continually review successes and failures, learn from both, and change that which is necessary to ensure more success for all parties involved.
- T. Retirement: Retirement under the Public Employees' Retirement System and Social Security.
- U. School Site, Site, Work Site: Any work location or functional division or group in which a grievance may arise.
- V. Seniority: A classified unit member shall not attain seniority until they have completed a probationary period of six (6) months in the employ of the employer, after which the time of their seniority shall be from the date of hire. Seniority within the unit shall be based on the unit member's hire date (other than substitute positions). Paid leave counts toward seniority. There shall be only one seniority list of all classifications for the purposes of this contract. The list shall include rank, name, hire date and job title. For any classified unit member placed in a "temporary position" the hire date in that position will count toward seniority if the classified unit member becomes permanent.
1. For any classified unit member who served as a leave replacement for more than six (6) months, the hire date in that position will count toward seniority in paid status.
  2. When seniority within classifications is computed, a classified unit member working within two classifications as a full time classified unit member on a regular basis shall have their hire dates listed within these two classifications (for the length of time the individual was working in split classifications).
  3. By October 15 of each contract year, the district will post a seniority list by position showing the classified unit member's name, hire date, and date entered position. A copy of each shall be shared via district email or shared electronic drive to all employees and the union by October 15 of each year and available upon request.
  4. Seniority shall be applied as follows:
    - a. When two or more classified unit members apply for the same position or transfer assignment, the district will provide the seniority of each applicant to the selection committee.
    - b. In the event that the employer deems it necessary to reduce the working force, the last classified unit member hired within the classification so reduced shall be the first classified unit member laid off; and in rehiring, the last classified unit member laid off shall be the first to be rehired.
    - c. Classified unit members laid off who are willing, competent and qualified to perform duties within another job classification, which they have previously held, may transfer to that classification if occupied by a less senior classified unit member.
    - d. The re-employment of laid off classified unit members shall take precedence over any other type of employment. In addition, such persons laid off have the right to participate in promotional examinations within the district during the thirty-nine (39) months immediately following such layoff.
- W. Short-term employee: A person employed to perform a service for the district, upon the completion of which the service required will not be needed on a continuing basis. Short-term employees may be employed for up to six (6) calendar months in any of the following situations:
1. Seasonal appointments made during non-instructional days.
  2. Emergency appointments for a maximum of sixty (60) working days during an actual emergency to prevent the stoppage of district business. The frequency of appointment, length of employment, and circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.

3. Work done in preparation or direct support of graduation celebrations (e.g. setting up chairs, stages, and overall graduation ceremony, beautification of campus) at any JUHSD campus. This work cannot exceed fifteen days and must occur no more than sixty (60) days prior to graduation and no more than five (5) days afterwards.
  4. Short term appointments as described above will not be used to deny customary overtime opportunities to classified unit members.
- X. Site Based Management, Shared Decision-Making: The process through which the individual school staff accepts responsibility for a significant number of decisions affecting the educational program and delivery system at the site. All staff members should be represented fairly and equally by the members elected to the Academic Council and decisions will be facilitated by this council. Site-based management is implemented through the academic council as provided for in ARTICLE XXVI — PROVISIONS FOR RESTRUCTURING in the Day Certificated contract. A school must implement site-based management through this contract provision in order to be considered as a school with site-based management for purposes of this contract.
- Y. Site Council: Shall consist of an equal number of employees and non-employees. The non-employees shall be an equal number of students and parents/community representatives. The employee group shall include the Principal of the school and have representation of both certificated and classified unit members chosen by their respective groups. The Site Council shall develop a Single Plan for Student Achievement for Consolidated Application programs at each school. The council must recommend the proposed plan to the local governing board for approval, monitor its implementation, and evaluate the results. At least annually, the council must revise and recommend the plan, including proposed expenditures of all funds allocated to the school through the Consolidated Application, to the local governing board for approval. The Site Council is a separate body from the Academic Council.
- Z. Substitute: A replacement for a regular employee who is temporarily absent from duty. Once a substitute has worked in the place of one or more employees for six (6) calendar months, they are considered to be temporary.
- AA. Superintendent: The chief administrative officer of the district or any designee upon whom they have conferred authority to act in their place.
- BB. Supervisor: The administrator who is charged with the immediate responsibility for a job. A supervisor can also be a classified unit member who is responsible for the completion of work by other classified unit members (for example: Lead Custodian) . A supervisor who is also a classified unit member cannot evaluate. Teachers (Adult School Certificated Unit Members or Day Certificated Unit Members) are responsible for direction of paraprofessionals to best meet student needs, but do not serve in any supervisory capacity. Paraprofessionals are only to be supervised by the designated Site Administrator.
- CC. Teacher or Day Certificated Unit Member or Day Cert Unit Member: The certificated person who is legally and educationally responsible for those students assigned to them. All day credentialed and/or day licensed employees covered by this agreement (for example: teachers; special services personnel; OT; psychologists; librarians; TOSAs).
- DD. Temporary Classified Unit Member: A person hired to fill a position of a unit member on leave or disability for a period of six (6) calendar months or more. This employee is a part of the classified unit and has all rights of the classified unit members for the duration of their assignment.
- EE. Union Representative: Any Union representative upon whom the Union has conferred the authority to represent the Union.
- FF. Work Day: A unit member's assigned work hours during one twenty-four (24) hour period.

### **ARTICLE III RECOGNITION**

The Board of Trustees (hereinafter referred to as the "Board") recognizes the American Federation of Teachers, Local 1481, AFL-CIO (hereinafter referred to as the "Union") as the exclusive representative of all unit member employees. The Union, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

Excluded from the unit are: management employees; confidential employees; food service employees; and temporary, short-term, and substitute classified employees.

**A. JOB DESCRIPTIONS/CLASSIFICATIONS**

1. The district will provide job descriptions clarifying duties, responsibilities, and district expectations for each position.
2. The union will have the opportunity to review job descriptions/classifications before Board of Trustees adoption.
3. Job descriptions/classifications are available on Board of Trustee agendas and upon request.

**B. NEW WORK**

New classifications created or positions added to classes shall be subject to negotiations between the employer and the Union to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted for resolution to the Public Employment Relations Board and shall not be subject to the grievance procedure contained in this contract.

In the event the employer introduces new bargaining unit work which the union believes does not fall within the existing classifications, the district and the union shall, upon written request enter into negotiations for the necessary classification of work and shall agree on the wage scale applicable thereto. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established by the district. When a permanent rate is established, it shall become effective on the date the work was first performed.

**ARTICLE IV      UNION SECURITY AND RIGHTS\***

**A. UNION SECURITY**

**1. Deduction of Union Membership Dues**

The employer agrees to deduct the union membership dues from the pay of all workers who are members of the union. The amount to be deducted shall be certified to the employer by the treasurer of the union. The aggregate deductions of all unit members shall be remitted to the union within seven (7) working days, together with a written statement of names of the unit member for whom deductions were made. The statement of names shall be coded in a mutually agreed upon manner to indicate new hires, leave status and terminations. This authorization will remain in effect and shall be irrevocable unless the unit member revokes it by sending written notice to The Local during the period not less than thirty (30) days and not more than forty five (45) days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and The Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the unit member revokes it in writing during the window period, irrespective of membership in The Local. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

**2. Non-Discrimination**

The Board agrees to comply with the provisions of Titles VII and IX of the 1972 Civil Rights Act, as amended in 1972.

**B. UNION RIGHTS**

The exclusive representative shall have the right to appear on the board of trustees' agenda and to speak on any issue of said agenda, pursuant to the board of trustees' rules relating to the conduct and procedures to be followed at board meetings. Copies of the agenda and supporting materials will be provided to the union prior to the scheduled board meeting.

1. Copies of the Board agenda and supporting documents will be available on the JUHSD website.
2. Tuesdays shall be reserved for unit member organization meetings. The last working Tuesday of the month, except the month of December, shall be reserved for District purposes.
3. A reasonable number of meetings for negotiations involving this agreement or future agreements shall be at no loss of pay for union representatives. The superintendent and the union shall mutually agree upon such release time.

4. The union may designate a reasonable number of representatives to attend, without loss of pay, a reasonable number of meetings and conferences where it is demonstrated that such attendance is necessary to fulfill their legal responsibilities as the exclusive representative. In addition, the union may designate a reasonable number of representatives to attend a reasonable number of meetings and conferences on union business at no cost to the district. The superintendent and the union shall mutually agree on a reasonable number.
5. Copies of all agreements and addenda thereto between the parties shall be available on the JUHSD Website within thirty (30) days after final agreement proofreading and signage. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement.
6. Union representatives shall be given reasonable release time from their duties with pay for meetings with the employer for purposes of meeting and negotiating, processing grievances at levels I and II, or on arbitration proceedings, provided that the superintendent has approved such release time. If such meetings extend beyond 11:00 p.m., the representatives will be excused with pay from their duties the following day.
7. Changes affecting unit members' wages, benefits, or working conditions shall be communicated in writing to the union prior to implementation. Such changes that are within the scope of bargaining shall be negotiated with the union.
8. Union representatives shall have the right to study the adult school master schedule for each semester and for summer session before it is finalized in order to bring any contractual violations to management's attention.
9. The district will send copies of the master schedule to the union when it is finalized at the beginning of each semester and summer session and whenever it is changed.

**C. NEW HIRE ORIENTATION AND BARGAINING UNION INFORMATION**

The district shall provide the Union mandatory access to its new employee orientations. The union shall receive notice ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

The District shall provide the contact information of all new hires within thirty (30) days of the date of hire or by the first pay period of the month following hire. Information provided to the Union will include name, date of hire, job title, department, work site, work phone, home/mobile phone, district email, personal email address, and home address to the degree that such information is available.

In the event that the District conducts an annual group orientation, the Union shall have up to thirty (30) minutes of paid exclusive presentation time at the orientation.

In the event of a new hire mid-year, the Union shall contact the new hire and the new hire's supervisor to schedule paid fifteen (15) minutes during work time of exclusive presentation at a mutually acceptable time and location.

**ARTICLE V DISTRICT RIGHTS\***

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, except as otherwise specified in this collective bargaining agreement. Included in but not limited to those duties and powers are the rights: to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, modify, sell, or lease facilities; establish budget procedures and determine budgetary allocation; determine methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

**ARTICLE VI FAIR PRACTICES\***

The District shall not discriminate against any unit member on the basis of any protected class or status defined by state or federal law.

## **ARTICLE VII PERSONNEL FILES\***

- A. A personnel file shall be kept at the District office; personnel files also may be kept at the work site(s) where the unit member is assigned. Secret files shall not be kept.
- B. Unit members shall have the right to inspect their files and reproduce their contents.
- C. Personnel files may not include information obtained prior to employment, exclusive of employment documents.
- D. Information of a derogatory nature shall not be entered or filed in an unit member's personnel file until the unit member is given notice and an opportunity to comment in writing thereon. Unit members may review their personnel files. Information found to be false shall be removed from the file.
- E. Any person placing written material(s) in an unit member's personnel file shall sign and date such material(s).

## **ARTICLE VIII EMPLOYEE SAFETY**

### **A. POLICY**

- 1. JUHSD shall comply with all health, safety and sanitation requirements imposed by current federal, state, local, and district law, regulations, and policies.
- 2. Unit members are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules, regulations, and policies and for continuously practicing safety while performing their duties. Each unit member has the additional responsibility of reporting unsafe conditions or equipment to their principal or site administrator who will resolve the reported condition in a timely manner.
- 3. Upon request, the union representative and the principal or site administrator shall conduct an inspection of a work site. Specific recommendations (if any) shall be forwarded to the Director of Maintenance and Operations (DMO) for review and appropriate action.
- 4. A meeting(s) of AFT representatives and/or designees and the DMO shall be scheduled when requested.

### **B. TOOLS AND EQUIPMENT**

The district will make reasonable efforts to provide and maintain the tools and equipment necessary to perform unit members' jobs.

### **C. PARKING- BISS**

Off street paved parking facilities for each BISS unit member shall be provided at work sites. During school hours these facilities shall be maintained and identified for the use of school personnel and adult visitors. The employer shall neither assume responsibility nor be held liable for acts of vandalism or other damages which occur in the parking lots.

### **D. IMMUNIZATIONS AND SCREENING**

#### **1. Immunizations**

- a. Upon enrollment, students must present evidence of full immunization against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps and rubella as documented by a physician, nurse or clinic in the manner prescribed by the State Department of Health.
- b. Any student without such evidence shall be excluded from school until the immunization is obtained or until the student presents a letter of affidavit of exemption from their parent/guardian or physician. Exemption is allowed when the parent/guardian states in writing that immunization is contrary to their beliefs. Exemption is also allowed to the extent indicated by a physician's written statement describing the medical condition of the child and the probable duration of the medical condition or circumstances which contraindicate immunization.
- c. The district may conditionally admit a child with documentation from a physician that:
  - i. they have received some but not all required immunizations and is not due for any vaccine dose at the time of admission, or
  - ii. They have a temporary exemption from immunization for medical reasons.
- d. Continued attendance after conditional admission shall depend upon the student's receiving the remaining required immunizations according to schedule or when their temporary exemption ends.



## 2. Tuberculosis Screening

- a. All new students must provide documentation of a Tuberculosis skin test before the start of school.
- b. If a student has a positive skin test for tuberculosis exposure, they must provide documentation in the form of a doctor's letter clearing them to attend school. The student must present this letter to the school prior to any school attendance. Failure to present such documentation will result in exclusion from school until such documentation is given to the school.
- c. Upon receipt of such documentation, a student is eligible to attend school. However, that student must, within thirty (30) calendar days, obtain a chest X-ray and present the results of this screening to school site administration. Failure to do so within the allotted thirty (30) days will result in exclusion from school.
- d. Students with a positive chest X-ray must be immediately excluded from school until such time as they are able to present a doctor's letter clearing them to attend school.

## E. PERSONAL SAFETY

1. The employer and the union agree that students must be held accountable for their conduct in the classroom, on campus, and at school-sponsored events.
2. A reasonable course of action may necessitate the use of force to protect oneself from attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others. Reasonable force shall mean the same degree of physical control a parent would be legally privileged to exercise and can only be determined on a case-by-case basis. The policy and scheduling for Campus Supervisor training will be shared with the union.
3. When any unit member acting in the performance of their duties is attacked, assaulted, or threatened with bodily harm, any other employee who has knowledge of such incident, shall report the same to the Principal or site administrator. The employer shall give support as follows:
  - a. The Principal or site administrator shall notify the law enforcement authorities and the Superintendent.
  - b. The unit member's signed report of the incident shall be sent to the law enforcement authorities, the Superintendent and the Union by the Principal or site administrator.
  - c. Any student who assaults or attacks a unit member while the unit member is acting in performance of their duties shall appear before the Superintendent or their designee prior to the student returning to school. If expulsion proceedings have been brought against the student, said student will not return to school until the expulsion hearing has been held before the Board of Trustees.
  - d. The employer shall provide professional liability insurance for all unit members at the District's expense.
  - e. The employer shall provide information within legal limits as required by the unit member.
  - f. A copy of the District's emergency procedures shall be shared with the union via district email or shared electronic drive each year.
  - g. A unit member shall not forfeit sick leave or personal leave for any absence that arises from such an assault. For work related accidents, illness or injury, see Article XI, Section D.
4. In the event the teacher of record or their designated substitute fails to arrive at their class or leaves prior to the end of the class, the assigned paraprofessional shall not be held responsible for the safety or welfare of the students. The paraprofessional, in this event, shall notify the main office and ask for a day certificated unit member or administrator to be sent to the class.

## **ARTICLE IX      HOURS AND ASSIGNED DUTIES**

### A. STANDARD WORK WEEK AND WORK DAY

1. The standard full time work day shall be seven and one half (7.5) hours within eight (8) hours. The standard work week shall be five (5) consecutive days, Monday through Friday, and total thirty-seven and one half (37.5) hours per week. This article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.

2. The first (day) shift shall begin no earlier than 6:00 am. and no later than 10:00 am. The second (swing) shift shall begin no earlier than 1:00 p.m. and no later than 3:00 p.m.

**B. WORK DAY**

The length of the work day shall be designated by the District for each bargaining unit position in accordance with the provisions set forth in this article. Each unit member shall be assigned a fixed regular and ascertainable minimum number of hours, which may be changed by mutual agreement between the district and the unit member.

**C. ADJUSTMENT OF ASSIGNED TIME**

Any part-time unit member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to have all vacation, sick leave and other benefits adjusted proportionally.

**D. LUNCH (MEAL) PERIODS**

1. BISS- All BISS unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for four (4) or more hours consecutively. The length of the lunch period shall be for a period of no longer than one (1) hour nor less than one-half (0.5) hour and shall be scheduled at or about midpoint of each work shift.
2. OSS- Full time OSS unit members covered by this agreement shall have an unpaid lunch period of thirty (30) minutes during each standard work day. Whenever possible, the lunch period shall be scheduled at the middle of the work day; however, it is recognized that emergencies may arise and, that under such circumstances, lunch periods may be delayed.

**E. REST PERIODS**

1. BISS- All full time BISS unit members are entitled to one (1) paid rest period of twenty (20) minutes which shall be taken at or about the midpoint of the unit member's work shift in compliance with California law.
2. OSS- A full time OSS unit member is entitled to a fifteen (15) minute rest period during each half (0.5) of the standard working day. Part-time OSS unit members shall be entitled to a fifteen (15) minute rest period in each four (4) hour span of work and the rest period shall be scheduled approximately at the middle of the span.

**F. OVERTIME**

1. All overtime must be authorized by an immediate supervisor.
2. All unit members who work beyond seven and one-half (7.5) hours per day, thirty seven and one-half (37.5) hours per week, or five (5) consecutive days per week shall be compensated at the rate of one and one-half (1.5) times the rate of pay, except forty (40) hour Daly City Youth Health Center (DCYHC) positions which are specified on the position's salary schedule.
3. All unit members who work on any holiday as specified in Article XIII, or on a Sunday, shall be compensated at the rate of two (2) times the rate of pay.
4. The unit member has the option of choosing whether to receive compensatory time or overtime pay.
5. District employees who are not full-time bus drivers will be paid overtime for bus driving at the lowest bus driver rate.

**G. OVERTIME ASSIGNMENT PROCESS**

Overtime shall be offered on a rotation basis to unit members of the specific site first. In the event there are no volunteers at the specific site, the opportunity to take on overtime hours will be made available to other job alike unit members within the district. No unit member may work more than sixteen (16) hours in a twenty-four (24) hour period.

**H. COMP. TIME- OSS**

Scheduling compensatory (comp) time shall be governed by the same rules as those for vacation time.

**I. SWING (AFTERNOON/EVENING) SHIFT DIFFERENTIAL- OSS**

In addition to the established wage rates, the employer shall pay a monthly premium of five percent (5%) to unit members who are assigned temporarily to work a swing shift(s) during any calendar month.

J. RIGHT OF REFUSAL- BISS

A unit member may refuse any overtime assignment. However, when an emergency situation exists, the immediate supervisor may designate a unit member to perform overtime.

K. CALL BACK TIME

Any unit member called back to work after completion of their regular assignment shall be compensated for at least four (4) hours of work at the overtime rate.

L. MINIMUM CALL-IN TIME

Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this agreement.

M. TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

1. BISS- When a BISS unit member covered by this agreement temporarily assumes the duties of a higher classification, the unit member shall be compensated at the higher rate starting on the first day. The unit member shall be placed at the lowest step of the higher classification which would result in an increase of at least five (5) percent. When a temporary assignment at a higher classification extends past twenty (20) full work days, the unit member shall be compensated at their earned longevity step, starting on the twenty first (21st) day, as long as the earned longevity step does not result in a reduction in pay.
2. OSS- When an OSS unit member covered by this agreement temporarily assumes the duties of a higher classification, the unit member shall be compensated at the higher rate starting on the first day. The unit member shall be placed at the lowest step of the higher classification which would result in an increase in the daily rate of pay.

N. INCREASE IN HOURS- BISS

When the hours of a specific part-time job are expanded, the hours will be offered to the individual holding the position if that individual has attained permanent status in that position (6 months in that position). If the individual declines the offer of additional hours, the hours will then be offered to the remaining unit members in the same job classification at that site in order of seniority.

O. HOURS WORKED- BISS

For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be considered as hours worked.

P. FULL TIME OFFICE POSITIONS

Administrative assistants and administrative aides shall work full time seven and one-half (7.5) hours per day, thirty seven and one-half (37.5) hours per week whenever the Superintendent and the Union mutually agree that the workload requires a full-time position. There shall be a minimum of three (3) full-time office positions in each high school. For schools with enrollment of four hundred fifty (450) students and above, schools will be staffed according to the following schedule:

| ENROLLMENT | POSITIONS |
|------------|-----------|
| 450        | 4         |
| 600        | 5         |
| 700        | 6         |
| 1000       | 7         |

No paraprofessionals shall be used in place of full time office positions. As full time positions become available, unit members shall have priority consideration for such positions. When two candidates have equal required qualifications, seniority in the district shall determine which candidate shall be selected.

**Q. HEALTH SERVICES PARAPROFESSIONALS**

There shall be one three and three-fourths (3.75) hour paraprofessional assigned to each high school as part of the District's health services program.

**R. CAMPUS SUPERVISOR POSITIONS**

There shall be one (1) full time campus supervisor assigned for every five hundred (500) students enrolled.

**S. EQUITABLE ASSIGNMENT OF PARAPROFESSIONALS**

There shall be an equitable assignment of paraprofessionals for restructured schools.

**T. HIRING A SUBSTITUTE-BISS**

1. Whenever a unit member is absent for a week or more or if site administration has more than a week's notice that a unit member will be out, the district will hire a substitute, if available.
2. At the beginning of each school year, unit members will be asked if they wish to substitute. The district will distribute the list of interested unit members to sites.
3. Priority will be given to existing qualified part time unit members at the site to substitute.
4. If no site unit members are available or qualified to substitute, other site employees who are available and qualified will be asked to substitute.
5. If there are no unit members available, outside substitutes may be offered to work.
6. Ten (10) and eleven (11) month unit members who are interested in substituting during the summer will notify the personnel office before the end of the school year. When a substitute is needed during the summer, unit members on the list shall be given the first opportunity to substitute.

**U. RATE OF PAY FOR A SUBSTITUTE- BISS**

1. When a BISS unit member is assigned by the administration to temporarily assume the duties of an absent unit member with a higher classification, the unit member shall be compensated at the higher classification starting on the first day the unit member assumes the temporary position. The unit member shall be placed at the lowest step of the pay range of the position which would assure an increase of at least five percent (5%) in the daily rate of pay. If necessary, the unit member shall be compensated at the lowest unearned longevity step that assures the five percent (5%). Under no circumstances will a unit member be compensated at a level higher than the maximum longevity step. When a temporary assignment at a higher classification extends past twenty (20) full work days, the unit member shall be compensated at their earned longevity step, starting on the twenty first (21st) day, as long as the earned longevity step does not result in a reduction in pay.
2. When a BISS unit member is assigned duties from another job and is unable to complete their own assignments, that unit member may request extra time to complete their duties from the site administration. If approval is not given, the unit member will be given a substantive reason for the denial by the site administration.
3. A retiree or a substitute brought in from the sub pool of out-of-district employees will be paid at step one (1) on the salary schedule within the range of the position in which they are subbing.

**V. PAY INCREMENT- BISS**

Any BISS unit member required to work additional time will be paid in fifteen (15) minute increments.

**W. NOTIFICATION OF ASSIGNMENT**

Unit members shall be given tentative notice of the status of their position, site locations(s) and number of hours per week by June 30, and be provided their schedule by September 15. Unit members understand that all information is subject to change based on circumstances after the school year begins. If, following this notification, circumstances dictate changes to location or schedule, the unit member will be notified as soon as possible.

**X. MINIMIZING MID-YEAR CHANGES BETWEEN SITES- BISS**

The District will make every effort to give paraprofessional clear assignments at the beginning of the year and minimize mid-year changes between sites. Any changes must be made in writing and placed in their personnel file.

Y. CALL-BACK PAY- OSS

An OSS unit member called to work outside of their standard work day or standard work week shall be guaranteed a minimum of four (4) hours pay at the overtime rate. Except if an emergency call-back at night occurs when no other person is present, there will be a minimum of two (2) unit members with a guaranteed minimum of two (2) hours pay for each unit member recalled.

Z. SPLIT SHIFT- OSS (see EE below)

Except for the legacied unit members hired prior to July 1, 2021, no unit members covered by this agreement shall work a split shift.

AA. ROVING CUSTODIANS

Roving Custodians may be required by the district to change their normal work schedule, and shall be given notice of any such change at least one (1) week in advance, except in emergencies. They shall generally be assigned to a maximum of two (2) work sites in any one (1) day.

BB. TEMPORARY CUSTODIAN ABSENCES AND VACANCIES- OSS

1. If an evening OSS unit member is going to be absent from, or late, to work, they are to telephone the principal or site administrator's assistant between 8:00 a.m. and 1:00 p.m. on the day of the absence and indicate length of absence if known, or arrival time if going to be late.
2. If a day unit member is going to be absent or late, they are to phone the Director of Maintenance and Operations (DMO) by 6:30 a.m. on the morning of the absence.
3. When possible, unit members should notify the Director of Maintenance and Operations the day before the absence, if known. Vacation should be planned in advance.
4. Either overtime or a substitute shall be provided beginning with the first day a custodian is absent due to illness on school days.

CC. BUS AND VAN DRIVERS RESPONSIBILITIES

Drivers shall conduct themselves professionally at all times. Conflicts between drivers and other employees and the public will be resolved according to board policies.

1. Drivers are responsible to the Director of Transportation. Emergency changes to the scheduled runs are only to be assigned by the Director of Transportation or any other District Office Administrator, except in the case of an emergency evacuation of students, where a school site administrator may intervene. However, if the Director of Transportation or a District Office Administrator cannot be contacted, the site administrator shall have the authority to assign emergency changes to the schedule.
2. When a personnel conflict becomes evident which, in the opinion of either the district or a driver, makes it impractical for the driver to continue driving a special run, either party may initiate immediate temporary action pending a permanent resolution of the conflict.
3. For the purpose of this article, seniority shall be determined as the first day of paid service as a regular unit member. In the event the first day of paid service as a driver falls on the same day for two (2) or more drivers, a flip of a coin shall determine the most senior driver.

DD. REPORTING/PAY- OSS

1. Sign in times for "home to school" drivers shall be no more than thirty (30) minutes prior to the driver's first student pickup.
2. When checking out a school bus for an athletic and/or field trip, the driver's sign in time must include performance of a thorough CHP Certified bus check out/inspection (per CHP Section 82.7).
3. Cleaning Vehicles: Drivers shall be allowed fifteen (15) minutes to clean their vehicle at sign-out time. Drivers will be authorized additional time when it is demonstrated that additional time is needed.
4. Time and Travel Records: Drivers must accurately fill in their respective timecards, Trip Reports and Timesheets in a timely manner.

EE. SPLIT SHIFT- OSS (see Z above)

Any driver hired before July 1, 2021 who has legacied access to a split shift shall be guaranteed the first four (4) hours. If said driver must work beyond the four (4) hours, they will be paid for actual time on the clock. Bus and Van Drivers hired after July 1, 2021 are guaranteed seven and one-half (7.5) hours for school days, understanding that primary job duty is driving and other job duties such as custodial, paraprofessional, office aide, campus supervisor, and other related positions will be used to bring the unit members up to the seven and one-half (7.5) hours.

FF. SUBSTITUTE DRIVERS

Substitute drivers shall be used only when it is not possible to cover an assignment with a regular district driver.

GG. FIELD TRIPS- OSS

1. Loading and unloading of vehicles at the school and destination shall be supervised by an administrator, day certificated unit member, walk-on coach unit member, or other authorized employee.
2. An administrator, day certificated unit member, walk-on coach unit member, or other authorized employee shall be on the vehicle whenever students are on board the vehicle.
3. An administrator, day certificated unit member, walk-on coach unit member, or other authorized employee must sign the trip sheet to confirm arrival times.

HH. MISCELLANEOUS- OSS

1. Drivers on special trips, including but not limited to athletic events, field trips and curricular trips, shall be compensated from the time they begin work until such time as they return the bus to the yard and sign out. Drivers shall be paid for the time from the end of their afternoon home to school through the end of their scheduled athletic and/or field trip.
2. Whenever, as a result of the unavailability of an appropriate district vehicle, a driver regularly scheduled to work is unable to work, they shall be compensated for the number of hours they would have worked that day.
3. Home to School Selection Procedure: the drivers will choose which home to school route they prefer by bidding on them on a seniority basis. Bus drivers shall bid by seniority before Van Drivers. Drivers may not decline a school day trip. Extra trips shall be distributed in such a way as to equalize pay, within twenty (20) hours, over the period of the regular school year, using the existing extra run bidding procedure. It is understood that some runs may be of such length that their cumulative hours will necessarily be above average. Drivers of these runs shall be offered extra trips only when no other driver is available, and then in inverse order of accumulated paid hours.
4. Athletic and Field Trip Selection Procedure: The Director of Maintenance and Operations (DMO) will conduct a weekly meeting and will present a chronological list of upcoming athletic and field trips. These trips will be bid on by bus drivers followed by van drivers, on a seniority continuous rotational basis throughout the current school year. When district transportation requirements necessitate overtime, drivers will make every effort to bid on the trips on a voluntary basis in accordance with the selection procedure. Drivers who wish to work only the guaranteed minimum hours shall not be considered in the equalization of pay.
5. The overtime bids must not be in violation of CHP 82.7 guidelines. Drivers shall not be obligated to accept conflicting trips or overtime hours. If unable to take a scheduled bid trip due to unforeseen last minute issues (other than illness), the driver must notify the Director of Maintenance and Operations (DMO) as soon as possible, but no later than 12:00pm on the Thursday prior to the scheduled trip. When new trips are received after the bus drivers' trip selection meeting, they will be offered to the next available bus driver, followed by van drivers in the seniority rotation.
6. Drivers may trade bid trips upon notification and approval of the transportation department supervisor.
7. Drivers shall be paid for one and one half (1.5) hours of standby time between assignments with the exception of activity runs which shall be paid through from the end of the preceding run. Drivers will be available at the bus garage while on standby time.
8. The drivers' work year coincides with the day school certificated work year and Extended School Year (ESY) days.

9. No driver shall be obligated to accept a "triple split" assignment under these provisions.
10. Drivers will exchange phone numbers with the coach and or adult supervision, to ensure that the students are not left stranded if the event is out earlier than originally scheduled.
11. Drivers must report all accidents to the Director of Maintenance and Operations (DMO) immediately. In addition, all appropriate accident documentation must be submitted by the next school/business day.
12. When an extraordinary event or emergency (government declared or otherwise ) occurs during an assignment, drivers are to immediately report to the site administrator at the district's nearest high school to assist in emergency evacuation as needed in accordance with Board Policy --BP 3516 (a).
13. Drivers need to ensure that students embark and disembark the vehicle safely.

## II. WORKING CONDITIONS FOR NIGHT FOREMEN

### 1. Responsibilities

The Night Foremen will assume the responsibility of directing the work of the night crew. In the event a unit member's work appears to be less than satisfactory (does not meet standards), the night foreman will contact the Director of Maintenance and Operations (DMO) and/or site administrator.

### 2. Compensation

The Night Foreman will be compensated for the additional responsibility on the salary schedule as indicated by Range 35N.

### 3. Providing Training, Assistance, Remediation

In order to provide an opportunity for the night foreman to inspect stations or work with an employee needing training, assistance, or remediation, a sub to cover the night foreman's section will be hired as needed as determined by the night foreman and the DMO.

## ARTICLE X **WAGES AND CLASSIFICATIONS**

Salary Schedules-Appendix A

### A. SCHOOLS WITH SITE-BASED MANAGEMENT

Jobs must be comparable to Range and Job Description as defined and listed by contract. District management and the Union must meet to negotiate range placement as jobs are redefined.

### B. CLASSIFIED UNIT MEMBERS HIRED AFTER JULY 1, 1987

If the number of work days worked is greater than half (0.5) of the contract work days per year, the next step increase shall occur following July 1, at the beginning of the second contract year in which the unit member has worked. If the number of work days worked is less than half (0.5) of the contract work days per year, the step increase shall be delayed to July 1 at the end of the full contract year in which the unit member has worked.

### C. DALY CITY YOUTH HEALTH CENTER- DCYHC

Unit member's serving in this position and/or salary schedule understand that they are forty (40) hour employees. Accordingly, DCYHC unit members covered by this salary schedule are ineligible for overtime unless unit members work over forty (40) hours per week.

### D. COMPUTATION OF WAGES FOR PAY PURPOSES

1. A unit member's monthly salary or minimum wage rate shall include the amount for step and classification as listed on the minimum wage schedule plus longevity pay and differential pay.
2. It is agreed that wages shall be computed in accordance with the following procedures:
  - a. The monthly rate of pay set forth for each position included in this agreement shall be multiplied by twelve (12) to produce the annual wage figure.
  - b. The annual wage figure shall be divided by one thousand nine hundred and fifty (1950) to produce the hourly rate of pay. All pay computations shall be based on this hourly rate of pay stated to two (2) decimal places. In producing the hourly rate of pay, the calculation shall be carried to the third (3rd) decimal place in the event that the dividend is not evenly divisible by the second (2nd) decimal place. When the calculation is

carried to the third (3rd) decimal place, the following rule shall prevail stating an hourly rate of pay calculated to two (2) decimal places: If the number in the third (3rd) decimal place is four (4) or less, the number in the second (2nd) decimal place shall remain unaffected. If the number in the third (3rd) decimal place is five (5) or larger, the number in the second (2nd) decimal place shall be increased by one (1).

- c. It is stipulated by both parties to this agreement: There is a mutually held understanding that the method of computing wages set forth above may produce minor variances from the monthly rates of pay agreed herein. The intent of this article is to establish the arithmetic procedure to be employed by the district in computing wages; variances which result from the use of this arithmetic procedure shall not be subject to adjustment. Variances from the monthly rates of pay agreed to herein, which result from faulty application of this arithmetic procedure, are open to adjustment at any time.

#### E. PAY AND ALLOWANCES

##### 1. Paychecks

All paychecks of unit members shall be itemized to include the following: gross pay, tax shelter annuities, federal income tax, state income tax, OASDI, retirement, voluntary deductions, net pay, insurance deductions, dues, credit union, total other, less contributions and total deductions.

##### 2. Statement of Pay

A statement of range, step, rate of pay, sick leave days accrued and vacation days accrued for all unit members will be included with the first paycheck following a change in any of these items.

##### 3. Payroll Errors

Any payroll errors resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued in a manner that is consistent with Ed. Code.

##### 4. Special Payments

- a. Any payroll adjustment due a unit member as a result of working out of class, re-computation or
- b. If hours for reasons other than procedural errors shall be made and a supplemental check issued not later than fifteen (15) working days following notice to the payroll department.

##### 5. Translation/Interpretation

Unit members who are called upon to translate/interpret during their work hours for an IEP or other parent conference shall be compensated at the differential of their hourly pay and that of an hourly substitute teacher if their services are required for more than 15 minutes, with a minimum differential of five (5) dollars per hour. With prior approval from the unit member's supervisor, the unit member may extend their work day, with pay, to finish work necessary to be completed on that day. Unit members shall not be required to translate/interpret.

##### 6. Lost Checks

Any paycheck for a unit member which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than twenty (20) working days following the unit member's request of the payroll department for replacement of the check.

##### 7. Equal Pay

There shall be no distinction between the wages paid to any unit member for the performance of equal work.

##### 8. Placement in the Same or a Lower Range- OSS

OSS unit members transferring into positions in the same salary range or a lower salary range shall retain the same salary step. Their salary review date for future step increases shall remain the same in the new position as it was in the previous position.

##### 9. Placement in a Lower Range- BISS

When negotiated situations require BISS unit members to accept positions in a lower range, said unit members shall not suffer a reduction in pay, and shall receive the salary of their previous higher range for a period not to exceed two (2) years. During that time a unit member is required to apply for all job openings in higher ranges



that they reasonably qualify for. If at the end of a two (2) year period the unit member has not been placed at their original range, they will be reclassified and paid at the range they are working.

10. Pay Periods and Paychecks

The District shall make a lump sum payment of an agreed upon retroactive wage increase within sixty (60) days of ratification or an agreed upon date.

11. Time Sheet

Unit members whose regular compensation is by the variable payroll shall receive a copy of their "time sheet" detailing regular hours, overtime hours and dates worked with each payroll warrant. The district agrees to itemize the stubs of such checks to show hours paid and the rate being paid for said hours.

12. Frequency - Once Monthly

All unit members (variable payroll personnel excepted) shall be paid once per month, payable no later than the last working day of the month unless superseded by the County Office of Education pay date schedule, but no later than the last calendar day of the month. The district shall publish a calendar of pay dates on the district website at the beginning of the fiscal year. All unit members on the variable payroll shall be paid not later than the second working day of the succeeding month. All unit members who work four (4) hours or more per day shall be paid in ten (10) monthly paychecks.

13. Promotion

Any unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range which guarantees at least a five percent (5%) increase. If, in order to achieve the five percent (5%) raise, the unit member must be compensated at an unearned longevity step, then their compensation will be maintained at that level until their years of service guarantee a move to the next longevity step. Under no circumstances will a unit member be compensated at a level higher than the maximum longevity step.

14. Anniversary Date

The anniversary date for pay purposes is July 1 for all unit members. For future unit members:

- a. Hired between July 1 & December 31 advancement occurs the following July 1.
- b. Hired between January 1 and June 30 advancement occurs July 1 of the following year.

15. Mileage

- a. All unit members who use their automobiles to perform their assignments shall receive reimbursement at the authorized IRS rate per mile, as approved by the Board of Trustees.
- b. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

16. Staff Development

- a. All unit members may participate in appropriate workshops that support student learning or the operations of the District. Proposals will be reviewed by a committee of two (2) classified staff members and the Deputy Superintendent. The committee may approve, deny, or request revision of proposals. The Deputy Superintendent retains the final right of approval of proposals. Unit members may request reasons for denial. These activities shall be compensated at the unit member's hourly rate if the training takes place outside of the school day.
- b. The employer will maintain the instructional supplies, technology equipment and software at a level consistent with the recommendations forwarded from the district and site technology committees. Training for unit members in new positions will be provided on an "as-needed" basis.

17. Educational Incentive/ Career Increment Program

- a. All unit members shall be compensated for work-related courses and programs in the amount of four dollars (\$4.00) per semester unit (or the equivalent) per month up to twenty-five (25) units for a maximum of one hundred dollars (\$100.00) per month.

- b. If the unit member does pursue salary advancement units, the cost of tuition and books may be reimbursed following verification and successful completion of the course.
- c. Unit members who participate in District provided training are only eligible for reimbursement or salary unit advancement if the District training is provided during unpaid time and the Unit member has the approval of the Personnel Office.
- d. To qualify for such increments, the courses or programs must be completed after the date of hire and have the approval of the Personnel Office.
- e. Courses cannot be repeated for additional units under this section.
- f. In addition to (a) above, all classroom paraprofessionals will be compensated at a rate of \$1.00 per unit of college credit for any completed coursework relevant to classroom instruction up to one hundred dollars (\$100.00) per month for a total of two hundred dollars (\$200) per month. This section takes effect on the twenty-sixth (26th) unit completed after the date of hire.

g. Basis for Credit

Salary schedule credit shall be given to unit member for the following educational and self-improvement activities which benefit the individual and the school District:

- i. Courses taken at public or private school, high school, community college, college, university, or trade, technical, or business school.
- ii. Workshops or seminars, inside or outside the district, which are directly related to improve performance on the job, including those organized for the discussion of techniques or the exchange of ideas with employees of this or other districts. Fifteen (15) clock hours of instruction or participation shall constitute the equivalent of one (1) semester unit for all workshops, seminars, or courses that do not grant regular credit.

h. Request for Credit

Requests for course credit shall be completed by the unit member on the approved District form.

18. Extra and Co-Curricular Positions

When JUHSD credentialed employees cannot be found for these annually-appointed positions, the district agrees to consider full-time classified unit members equally with outside-of-district credentialed personnel.

## **ARTICLE XI LEAVES**

### **A. GENERAL PROVISIONS**

- 1. Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service.
- 2. During all paid leaves of absence, the district shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 3. The unit member shall endorse the district wage loss benefit checks received under the Workers' Compensation laws of this state.
- 4. Reduction of entitlement of leave shall be made only in accordance with this section.
- 5. Unit members who take a leave without pay are not entitled to return to their original position.

### **B. SICK LEAVE**

- 1. All probationary and permanent full-time unit members shall accumulate sick leave at the rate of one (1) working day per month, and part-time unit members shall accumulate sick leave on the basis of hours worked in proportion to the full-time thirty-seven and one half (37.5) hours per week. Basic assignment is the basis for earned sick leave.
- 2. Sick leave shall be earned by a unit member for any month in which the unit member is compensated for one half (0.5) or more of the working day.
- 3. If a unit member is absent on paid sick leave and a holiday occurs during such absence, they shall receive the holiday pay and the day shall not be charged against their sick leave credits.

4. The employer agrees to provide each individual unit member an annual statement of all accumulated sick leave.
5. Unit members shall continue to accrue sick leave at their normal rate as long as they are on any type of paid leave.
6. If a unit member does not take the full amount of the sick leave allowed in any year, the amount of such leave not taken shall be accumulated from year to year and shall be transferable from other school districts.
7. Unit members absent due to illness or injury must notify the school site administrator or the Director of Maintenance and Operations (DMO) of intent to be absent not later than one (1) hour before the start of the swing (afternoon/evening) shift or thirty (30) minutes before the start of the days work shift in order to be eligible for paid illness or injury leave.
8. Unit members absent on paid illness or injury leave may be periodically required, at the discretion of the Board, to provide medical statements verifying such illness or injury. Unit members absent due to surgery, serious injury or illness, or absent for more than five (5) consecutive assigned work days may be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.
9. Bus/Van Drivers shall be able to use up to seven and one-half (7.5) hours per day of their accrued sick leave balance when absent. At no time shall the number of hours paid exceed the number of hours worked on the day preceding or following their date(s) of absence.

C. USES OF SICK LEAVE

1. Personal Necessity Leave

Unit member may apply on appropriate district forms, for Personal Necessity leave up to seven (7) days per year pursuant to Education Code 45207 for the following reasons:

- a. Death of a member of their immediate family when additional leave is required beyond that provided in Education Code 45194 (See Article XII. H.)
- b. Accident, involving their person or property, or the person or property of a member of their immediate family
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction
- d. All seven (7) days of personal necessity under this section may also be used as personal business days for any reason with advance permission of the unit member's supervisor, whenever such notice is possible. Such permission shall not be unreasonably denied.

2. Conversion of Unused Sick Leave

Unit members may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the unit member is filing a request for retirement.

D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The unit member shall be provided a leave of absence for industrial accident or illness consistent with Ed Code section 45192 and the following rules and regulations.

1. A unit member must notify the employer immediately of an industrial related accident.
2. The benefits provided by these rules and regulations shall be acceptable immediately upon becoming a unit member of the district.
3. In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to the following benefits: A unit member suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to ninety (90) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
4. Payment for wages lost on any day shall not, when added to a temporary disability award granted the unit member under the Workers' Compensation law of this state, exceed the normal wage for the day.

5. The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave, vacation or other paid leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the employer shall be charged against a unit member's sick leave or vacation credit.
6. During the paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received for industrial accident or illness. The district, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
7. The benefits provided by these rules and regulations shall be acceptable immediately upon becoming a unit member of the district.
8. A unit member who has been placed on a re-employment list as provided herein, who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.
9. Any time a unit member on Industrial Accident or Illness Leave is able to return to work, the unit member shall be reinstated to a position in the unit member's former position without loss of pay or benefits and the break in service shall be disregarded.

E. BREAK IN SERVICE

1. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in the service of the unit member. A unit member on any paid leave status shall continue to earn seniority. In addition, whenever a unit member is on any kind of paid leave, they shall receive all of the benefits provided for by this agreement as if the unit member were in an actively employed status.
2. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of their position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for a re-employment list established because of layoff, in which case the unit member shall be listed in accordance with the appropriate seniority order. The district may require a physical examination, at district expense, prior to a unit member returning to work.

F. SICK LEAVE BANK

1. Participation shall be voluntary, but permitted for all unit members.
2. Each unit member who decides to participate shall sign up within fifteen (15) days after the beginning of the school year and shall be a member for the entire work year.
3. Eligibility is limited to unit members having accumulated fifteen (15) or more sick leave days at the time they join.
4. A committee established by the union to govern the bank shall determine the initial contribution necessary to join the bank, as well as any additional contributions necessary in the future.
5. Each participant may draw sick leave from the bank after their sick leave is exhausted and all leave drawn from the bank shall be approved by the committee. The committee shall establish rules governing applications and withdrawals from the bank, which shall be non-discriminatory and consistent with state law. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.
6. If there are days remaining at the end of the year, they shall be credited to the Sick Leave Bank for the next year.
7. If district management and the union deem the bank inoperable, the governing committee shall return to those unit members those days contributed or the remaining fraction thereof.

G. ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS: RE-EMPLOYMENT PREFERENCE- BISS

1. A permanent BISS unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.
2. A BISS unit member, upon ability to resume the duties of a position within the class to which they were assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. They shall be restored to a position within the class to which they were assigned and if at all possible to their position with all the rights, benefits and burdens of a permanent unit member.
3. If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of their position, they shall be placed on a re-employment list for a period of thirty-nine (39) months.
4. At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of their position, they shall be re-employed in the first vacancy in the classification of their previous assignment. Their re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they shall be fully restored as a permanent unit member.

H. BEREAVEMENT LEAVE

1. A unit member shall have the right upon request and application to three (3) days bereavement leave. In cases where out of state travel is required, two (2) additional days shall be authorized. In the event of the death of a spouse, parent, step-parent, child or step-child, the unit member shall have the right to five (5) days bereavement leave. Said leave shall be at full pay and shall not be chargeable to sick leave.
2. Bereavement leave (other than that granted for the death of a spouse, parent, step-parent, child or step-child) shall be authorized in the event of the death of the following persons: grandparent, grandchild, aunt, or uncle of the unit member or of the spouse of the employee, son-in-law, daughter-in-law, sister, sister-in-law, mother-in-law, father-in-law, brother, brother-in-law or any relative or resident living in the unit member's household and persons as defined in Education Code 45194 and Board Policy 4161.2.
3. Unit members may request permission of their immediate supervisor to be absent without pay due to the death of any relative not designated as immediate family.
4. Unit members shall notify their immediate supervisor or department office prior to the start of their regular work shift on the day(s) of Bereavement Leave.
5. Upon return from bereavement leave, unit members shall be required to complete absence verification form(s) provided by the district and submit verification as may be required.

I. JURY DUTY

1. The district agrees to grant to unit members, when called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's work day. Unit members, so called for jury duty, must notify the district of service date(s) upon receiving said notice from officers of the court.
2. The district may require verification of jury duty prior to or subsequent to providing jury duty compensation.
3. The unit member shall not be required to return to work when jury duty service exceeds over one-half of the unit member's normal work day.

J. EXTENDED SICK LEAVE

Once a year each unit member shall be entitled to a total of one hundred (100) working days of paid sick leave, which includes sick leave days to which the unit member is entitled under Article XI, Section B. Extended sick leave days shall be compensated at a rate of fifty percent (50%) of the unit member's regular salary.

If a unit member becomes eligible for long term disability and in the prior one (1) to thirty (30) days was out of sick leave, that unit member will receive one-half (0.5) pay for those days.

K. MATERNITY/PATERNITY/FAMILY-RELATED LEAVES

1. Pregnancy Disability Leave

- a. The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- b. Sick leave does not have to be used before the leave is granted.
- c. Unit members on maternity leave, as required by the unit member's physician, shall receive half (0.5) of their regular daily rate and district paid benefits for each day of absence for the length of time this is considered a normal medical necessity unless the unit member chooses to use sick leave for all or a portion of this time and then the leave is at full pay.
- d. Any unit member shall have the right to utilize benefits provided under Sick Leave and Extended Sick Leave (sections B and J above, respectively) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery.
- e. When Sick Leave or Extended Sick Leave referred to in 1.d. above is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (2. below) or leave under the California Family Rights Act (3. below).

2. Child Bonding Leave

- a. Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Such leave runs concurrently with the twelve (12) week leave period provided by the CFRA.
- b. For birth 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, if a unit member exhausts their Sick Leave (section 1 above) prior to expiration of the twelve (12) week child bonding leave, they shall be compensated at no less than fifty percent (50%) of their regular salary for the remaining portion of the twelve (12) work week period.
- e. The twelve (12) week child bonding period provided by Education Code section 45196.1 is separate and distinct from extended sick leave provided by Education Code section 45196.
- f. Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.
- g. 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.
- h. Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, unit members must have completed one (1) year (twelve (12) months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve (12) months) period.

3. Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- a. Unit members who have completed one (1) year (twelve (12) months) of service for the District and at least one thousand two hundred fifty (1,250) hours of service during the previous one (1) year (twelve (12) months) period, have the right to an unpaid leave of absence for up to twelve (12) work weeks within a rolling twelve (12) month period for the purpose of the unit member's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, grandparent, grandchild, sibling, or parent with a serious health condition. This leave may be taken intermittently. This leave includes the days of paid personal necessity leave pursuant to this Article.
- b. Unit members who are otherwise eligible for but who are employed for less than six (6) hours per day or less than one thousand two hundred fifty (1,250) hours per year shall be entitled to family care leave but without the district-paid benefit contribution provided in g. below. This leave represents the minimum available unpaid leave. The unit member may request additional unpaid leave under Article XXV. Family Care and Medical Leave shall run concurrently with the aforementioned leaves.
- c. Family leave under this section shall be unpaid unless it is taken pursuant to section K.1. (pregnancy disability), K.2. (child bonding [if the unit member elects to exhaust their earned and accumulated sick leave]), above or is taken due to the unit member's own serious health condition.
- d. The unit member's Sick Leave and Extended Sick Leave shall run concurrently with FMLA or CFRA leave when it is used for purposes of the unit member's own serious health condition, other than pregnancy disability.
- e. When Extended Sick Leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- f. There is no carry-over of unused FMLA/CFRA leave from one (1) twelve (12) month period to the next twelve (12) month period.
- g. "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, a domestic partner's child, or a child of a person standing in loco parentis or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- h. If both parents of a child who are entitled to family care leave under section 7.c.i. are employed by the District, they shall each be entitled to twelve (12) weeks of leave in connection with the birth, adoption, or foster care of a child.
- i. Family care is an unpaid leave of absence. The district contribution toward all group benefits shall be maintained for the duration of the leave not to exceed twelve (12) work weeks in one (1) year. The district may recover the premiums paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition beyond the control of the unit member.
- j. The District shall require unit members to use accrued vacation during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.
- k. Entitlement to Family Care and Medical Leave for the purposes of the unit member's own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leave taken pursuant to Article XI (LEAVES). A unit member may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby; however, the district is not obligated to continue its contribution toward health benefits for more than twelve (12) work weeks.
- l. The unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave

becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice.

- m. If verification is required by the District to validate the serious illness of the child, spouse or parent, the District may accept medical verification by the treating health professional.

4. Child Care Leave

- a. Adopting parents shall receive a six (6) week leave with district-paid benefits from the first day the child is brought into the home.
- b. The employer shall also grant unpaid child care leave. The maximum length of such leave shall be one (1) year.
- c. Unit members may request an additional year (1) leave of absence without either pay or District-paid fringe benefits for the purpose of rearing their child.

- 5. Legal Rights: It is an unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select them for a training program leading to employment, or to bar or discharge them from employment unless based on bona fide occupational qualifications.

L. LEAVES WITHOUT PAY: ORGANIZATIONAL LEAVE

Up to two (2) classified unit members, designated by the union, upon request shall be granted up to one (1) year's unpaid leave of absence for union activities, at no cost to the district. Such classified unit members may continue participation in the district insurance programs by remitting to the district the total premium amount due no later than the fifth (5th) working day of each month.

M. LEAVES WITHOUT PAY: MEDICAL LEAVE

A unit member shall have the right, upon request and application, for up to a one (1) year medical leave for physical or psychological problems subject to the following conditions:

- 1. Such leave shall be unpaid unless the unit member qualifies for compensation under the disability programs.
- 2. In the event the unit member and the district are in disagreement over the granting of such a leave, the unit member may elect to be evaluated by a doctor who is selected by mutual agreement or the parties shall request the San Mateo County Medical Society to appoint a doctor for such evaluation.
- 3. The union may represent the unit member at the unit member's request at all levels of this provision.
- 4. BISS unit members may request an additional one (1) year leave of absence without either pay or District-paid fringe benefits.

N. LEAVES WITHOUT PAY: OPPORTUNITY LEAVE

- 1. An opportunity leave is a leave of absence without either pay or district-paid benefits and may be granted to a permanent unit member to accept a position with another employer to acquire broader experience and knowledge.
- 2. The opportunity leave shall not exceed one (1) year in duration, but may be extended by the Board of Trustees.
- 3. BISS unit members may request an additional year (1) leave of absence without either pay or District-paid fringe benefits.

O. LEAVES WITHOUT PAY: LEGISLATIVE LEAVE

Every permanent unit member who is elected/appointed to a full time State or Federal legislative position shall be granted an unpaid leave of absence by the Board of Trustees.

P. MILITARY LEAVE

Unit members shall be granted any military leave to which they are entitled under law. Unit members shall be required to request military leave in writing and, upon request, to supply the district with "orders" and status reports.

Q. SPECIAL LEAVE

Leaves of absence other than those specified in this agreement may be granted to the unit member at any time with terms that are mutually acceptable to the board and the union.



## ARTICLE XII VACATION

### A. VACATION ALLOWANCE

Vacation allowance for full-time unit members shall be provided annually on the basis of years of service, as described below. Such allowances shall be provided part-time unit members on a prorated basis of their fractional employment. For periods of employment between July 1 and June 30, but less than a full fiscal year, the unit member will receive a prorated part of the vacation allowance.

| Years Completed | 12 Mos      | 11 Mos         | 10 Mos      |
|-----------------|-------------|----------------|-------------|
| 0               | % per month | 9/11 per month | % per month |
| 1               | 10          | 9              | 8           |
| 2               | 12          | 11             | 10          |
| 3               | 13          | 12             | 11          |
| 4               | 14          | 13             | 12          |
| 5               | 15          | 14             | 12          |
| 6               | 16          | 14.5           | 13          |
| 7               | 17          | 15.5           | 14          |
| 8               | 18          | 16.5           | 15          |
| 9               | 19          | 17             | 16          |
| 10              | 20          | 18             | 17          |
| 11              | 21          | 19             | 17.5        |
| 12              | 22          | 20             | 18          |
| 13              | 23          | 21             | 19          |
| 14              | 24          | 22             | 20          |
| 15              | 25          | 23             | 21          |

1. Vacation shall be granted on a fiscal year basis. At the unit member's option, vacation may be accrued for a maximum amount of two (2) years allowance to be taken within such two (2) year period.
2. The employer agrees to provide each individual unit member an annual statement of all accrued vacation leave.
3. Vacation for part-time unit members shall accrue on the basis of hours worked in proportion to the full-time thirty seven and one half (37.5) hours per week which is worked regularly.
4. Vacation time shall continue to accrue while a unit member is on any paid leave.

### B. VACATION REQUEST

The specific time to be taken by a unit member for vacation purposes shall be requested by the unit member in advance and shall be authorized by the immediate supervisor if the number of unit members absent any given time does not interfere unduly with the workflow. In the event that two (2) or more unit members request vacations for an identical period of time, the unit member with the greatest seniority shall receive priority consideration. In the case that a vacation is denied, the unit member has the right to appeal to the Associate Superintendent.

### C. VACATION SCHEDULING TIME

1. The District encourages unit members to take earned eligible vacation days in up to two (2) week periods.
2. Exceptions to the above vacation scheduling shall be made by mutual agreement between the unit member and their immediate supervisor.
3. The district will make an effort to ensure that vacation time is allowed on an equitable basis to all shifts. During the school year, the district will offer overtime and/or provide substitutes to cover for unit members on vacation.

4. A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, providing the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

**D. VACATION UTILIZATION**

1. The District encourages unit members to take earned vacation days in order to maintain health.
2. Vacation shall be granted on a fiscal year basis.
3. At the unit member's option, vacation may be accrued for a maximum amount of two (2) years allowance as of June 30th. Unit members have until July 31st of each year to utilize vacation days earned during the previous two (2) years.
4. Ten (10) month unit members who have more than a full year's vacation days on the books as of June 30th may be paid, with administrative approval, for up to ten (10) unused vacation days beyond one year's accumulation.
5. All other unit members who have at least five (5) years service with the District as of June 30th may be paid for up to five (5) unused vacation days beyond one (1) year's accumulation.
6. Unit members who have at least ten (10) years service with the District as of June 30th may be paid for Up to ten (10) unused vacation days beyond one (1) year's accumulation.
7. Eleven (11) and twelve (12) month unit members need to plan their vacation time by submitting intent to their site supervisor.

**E. VACATION PAYOUT UPON TERMINATION**

Each unit member upon termination shall be paid for any vacation earned but not received since date of hire; however, the employer's obligation under this section shall not exceed the equivalent of two (2) year's vacation accrual. Time shall be paid at the regular salary rate of employment.

**ARTICLE XIII HOLIDAYS**

**A. SCHEDULED HOLIDAYS**

The district agrees to provide all classified unit members the following seventeen (17) paid holidays:

|                               |   |
|-------------------------------|---|
| 1. Independence Day           | 9. Martin Luther King, Jr. Day                          |
| 2. Labor Day                  | 10. Lincoln's Birthday                                  |
| 3. Admission Day              | 11. President's Day                                     |
| 4. Indigenous People's Day    | 12. Spring Recess (1 Day)                               |
| 5. Veteran's Day              | 13. Memorial Day  |
| 6. Thanksgiving Days (2 Days) | 14. Juneteenth (1 Day for 11 and 12 month               |
| 7. Winter Recess (2 Days)     | classified unit members)/Floating Holiday (1 Day for 10 |
| 8. New Year's (2 Days)        | month classified unit members)                          |

**B. HOLIDAY ELIGIBILITY**

1. Unit members who work less than twelve (12) months per year will be paid only for the holidays listed above if they fall between their first day of service and their last day of service during the school year.
2. If additional holidays are decreed during a school year, a unit member will be paid only if it is a day on which the unit member is scheduled to work.
3. Whenever any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding work day that is not a holiday shall be observed as the holiday.
4. Unit members shall receive a full day's pay for each of the holidays listed above on which they perform no work. At no time shall the number of hours paid exceed the number of hours worked on the day preceding or following their date(s) of absence. If the unit member works on the holiday, section D. applies.

5. If a full-time or part-time unit member is required to perform work on a recognized holiday, they shall be paid a normal day's pay for the holiday plus two (2) times the straight time hourly rate.
6. The parties hereto agree that the holidays set forth herein shall be observed on the dates set forth in the Federal enactment relating to that subject (Federal Uniform Monday Holiday Law).
7. Unit members not normally working during the Winter or Spring recesses shall be compensated for the holidays therein, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the recess period.
8. The floating holiday, if applicable, shall not be taken immediately before or after a regular designated holiday except when a request is submitted in writing two (2) weeks prior to the requested floating holiday and the district can accommodate the request without adversely affecting the operations of the district.
9. Payment for holidays occurring while a unit member is on a paid leave of absence shall not be charged against vacation or sick leave benefits.

**C. DAY CERTIFICATED UNIT and STAFF TRAINING DAYS**

Any day granted as a Day Certificated Unit and Staff training day, teacher institute or parent conference day, shall be a regular work day for unit members.

**ARTICLE XIV HEALTH AND WELFARE BENEFITS**

**A. HEALTH PLAN**

1. The district agrees to provide the eligible unit members, eligible dependents and registered domestic partners with an agreed upon health plan or plans with vision care for their selection.
2. For the 21-22 school year, the District shall maintain current employer contribution rates to employee health benefits and will contribute a portion of the premium cost increase up to a total of \$40,000. This will provide coverage of 100% of the Kaiser increase and a portion of the increase to other health plans up through and including June 30, 2022.
3. The District shall additionally commit \$50,000 towards any increase in health benefit rates for 2022-2023 and 2023-2024 school years.

**B. CASH IN LIEU**

1. Unit members hired before January 1, 2019, may elect to withdraw from the district health plan and receive at the end of the school year one annual stipend of \$1,750 minus the mandatory employer contributions provided that the unit member has an alternate medical coverage that is not purchased from an exchange and meets the requirements of minimum essential coverage under the Affordable Care Act (ACA). The unit member shall be required to provide acceptable evidence of such medical coverage and fill out a medical opt-out cash back attestation form on an annual basis.
2. Unit members who are hired on or after January 1, 2019, and unit members who have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit described above. All unit members are able to withdraw from the district health plan at any time but will be unable to receive the stipend.

**C. DENTAL PLAN**

1. The district agrees to provide the unit members, eligible dependents and registered domestic partners with an agreed upon dental plan.
2. Dental insurance will provide an annual maximum of \$2,500 coverage for each individual, dependent, and registered domestic partner or spouse. Dependents shall be enrolled by submitting proof of eligible status with application for dependent coverage. The district will self-fund the dental coverage between \$1,500 and \$2,500. Unit members must submit claims directly to the district for payment of annual dental costs between \$1,500 and \$2,500.

**D. DOMESTIC PARTNERS ELIGIBILITY**

1. For eligibility of District benefits, Domestic Partners must be legally registered with the State of California. Domestic Partners who have registered with JUHSD prior to January 26, 2006, shall continue to be eligible under the rules of the preceding contract for the remainder of this section.
2. The children of a domestic partner are not eligible for coverage unless the unit member has adopted them or the unit member is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.
3. Please note that there are IRS reporting requirements that may impact the unit member's income tax. Neither the Personnel Office nor the Payroll Department is permitted to give tax advice.

**E. LIFE INSURANCE**

1. The district agrees to pay the premium for a \$50,000 life insurance plan for each unit member who works a regular assignment of four (4) hours or more.
2. Unit members may elect to purchase additional insurance for themselves and/or eligible dependents at the group rate as described in the rate chart provided by the carrier.

**F. LONG TERM DISABILITY INSURANCE**

1. LTDI is for full-time unit members. Payments shall be for two-thirds ( $\frac{2}{3}$ ) of salary up to \$80,000 annually for both accident and illness.
2. When a unit member is absent because of illness or accident and has used all sick leave and vacation, that unit member will receive half (0.5) pay until eligible for LTD payments.
3. Unit members are eligible for long term disability payments when all sick leave has been exhausted and they have been absent for ninety (90) calendar days due to illness or accident as verified by a physician.
4. The district will continue district-paid medical and dental benefits for any unit member with less than ten (10) years' service in this district for a period of six (6) months. Unit members who have ten (10) or more years' service shall receive district-paid medical benefits for ten (10) years if they are Medicare eligible and seven (7) years if they are not; and district-paid dental benefits for seven (7) years.

**G. WORKERS' COMPENSATION**

In the event of an industrial accident or injury, a unit member may choose to seek medical care from the doctor of their choice if, as per Labor Code 4600, the unit member has preselected that doctor or medical group in writing and has submitted this preselection to the district prior to the industrial accident. The district will send a notice reminding unit members of this fact at the beginning of the work year.

**H. MEDICAL REIMBURSEMENT PLAN**

1. The district agrees to implement an Internal Revenue Code (IRC)/Section 125 Flexible Benefit Plan. Participation in the medical reimbursement plan is voluntary at a cost to the unit member of no more than the actual administrative cost to the district per month. IRC regulations supersede if any item stated here is in conflict with this code.
2. Unit members may elect to designate up to the limit established by current law per year to be withheld from their pay as non-taxable income and placed in trust for reimbursement of health costs.
3. The district will ensure that forms for enrolling in this program are made available to all unit members wishing to participate.
4. It is the unit member's responsibility to see that the appropriate reimbursement form is submitted to the administrator of this plan for all health costs.
5. Reimbursable items shall be defined by the administrator of the plan and made available to all unit members.
6. As per the Tax Reform Act of 1984, if a unit member does not incur sufficient expenses to "zero out" their account at the end of the year, the excess money reverts to the district. Any excess funds will be used to defray the district and unit member administrative costs for the following Plan year. The district will retain twenty

percent (20%) and the remaining eighty percent (80%) will be used to reduce (on an equal basis) each participant's administrative costs.

7. A unit member has three (3) months from the last day of the plan year to seek reimbursement provided the expense was incurred within the Plan's fiscal year.

**I. DEPENDENT CARE ASSISTANCE PROGRAM**

1. This plan is also implemented with the IRC Section 125 in the same manner as the Medical Reimbursement Plan and is voluntary. IRC regulations supersede if any item stated here conflicts with the government code.
2. Unit members may designate up to \$5,000 a year to be withheld from their pay as non-taxable income to pay for the expenses of care for a dependent.
3. Because this plan is governed by federal laws, a dependent is defined as: a child under thirteen (13); a disabled spouse, relative or household member who is a dependent of the unit member for at least one half (0.5) of their support and spends eight (8) hours a day at home.
4. If the unit member's spouse is disabled or is a full-time student for at least five (5) months during the year, the maximum dependent care reimbursement is: \$200 a month with one dependent and \$400 a month with two (2) or more dependents.
5. Expenses for this program include: Nursery schools, kindergartens and day care centers serving six (6) or more children as well as home-care baby-sitters (state license not required); Dependent care centers providing day care for dependent adults (not residential care); and payments to related children age nineteen (19) or older by calendar year end, not claimed as dependents.
6. The district will ensure that each unit member has the opportunity to enroll in this plan.

**J. RE-ENROLLMENT IN DISTRICT MEDICAL PLAN**

If a unit member has medical coverage provided and paid for by the employer of a spouse or registered domestic partner equivalent to that offered by the district and provides evidence of such a plan, the unit member may elect to withdraw from the district health plan. If for any reason the medical plan from the spouse is discontinued, the unit member agrees to immediately enter an equivalent health plan and authorize the district to re-enroll them in the district plan at the open-enrollment period. A unit member may elect to enter alternative coverage with a spouse at any point during the year.

**K. ENROLLMENT IN INSURANCE PLANS**

Eligible unit members shall be enrolled in the health, dental, long-term disability and life insurance plans on the first day of the month following fulfillment of the eligibility requirements.

**L. PENSION PLAN**

The present Public Employees Retirement Plan (PERS) provided by the district to the unit members shall continue in effect for the duration of the agreement unless altered by law or by mutual agreement between the district and the union.

**M. STATE UNEMPLOYMENT INSURANCE**

The district agrees to provide State Unemployment Insurance for all unit members at no cost to the unit member.

**N. SOCIAL SECURITY**

The district and unit members shall participate in the Federal Old Age and Survivors Insurance Program (Social Security).

**O. MILEAGE**

The district shall provide to the unit members the necessary transportation for the performance of their job. No unit member shall be required to provide their own transportation; but if the unit member agrees to provide their own transportation, they shall receive reimbursement at the authorized IRS rate per mile, as approved by the Board of Trustees. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

**P. BENEFITS FOR SURVIVING SPOUSE AND DOMESTIC PARTNER**

District-paid medical and dental benefits for the surviving spouse or registered domestic partner and dependents shall continue for a period of thirty-six (36) months following the death of the unit member.

**Q. FRINGE BENEFITS FOR RETIREES**

1. After ten (10) years of continuous full-time service , or for those hired in 08-09 and thereafter with fifteen (15) years of continuous, full-time service in the Jefferson Union High School District, a unit member may retire after the end of the school year in which the unit member reaches the age of fifty (50) and will continue to receive District-paid health benefits for a period of ten (10) years up to age seventy-five (75) if they enrolls in Parts A and B of Medicare and assigns their Medicare rights to the carrier when required by the carrier and dental benefits for a period of seven (7) years up to the age of seventy (70) (Subject to change if the PERS employer pick-up changes.)
2. Retiring full-time unit members with at least five (5) years continuous full-time service with the district may count one (1) year of full-time service credit for each two (2) years of part-time service to make up their ten (10) years of full-time service. All new unit members hired by the district after the ratification of the 2009-10 contract, once retired, will pay into their benefits at the same rate as active unit members. If the retiree's spouse also qualifies for Medicare, they must enroll in Parts A and B of Medicare and assign their Medicare rights to the carrier when required by the carrier to maintain the district-paid benefits for the ten (10) year period until the retiree's benefits end.
3. If the spouse qualifies but fails to enroll for Medicare, benefits will only extend for seven (7) years. It is the retiree's responsibility to notify the district office prior to Medicare eligibility to guarantee this additional benefit.

**R. CASH IN LIEU FOR RETIREES**

1. Unit members retiring before July 1, 2019, may elect to withdraw from the district health plan and receive at the end of the school year one (1) annual stipend of \$1,750 minus any required tax withholding, provided that the classified unit member has an alternate medical coverage that meets the requirements of minimum essential coverage under the Affordable Care Act. The unit member must elect to withdraw by December 1, 2018. The retired unit member shall be required to provide acceptable evidence of such medical coverage.
2. New retirees retiring on or after July 1, 2019, and current retirees that have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit as described above.
3. All retirees are able to withdraw from the district health plan at any time but will be unable to receive the stipend.

**S. REIMBURSEMENT FOR RETIREES**

1. Reimbursement of the cost of medical benefits shall be provided for those retirees who move out of all district carrier HMO service areas currently covered by the district's health plans. In no case shall the benefit for any retiree exceed the dollar amount paid for the highest costing coverage of any retiree residing within the district's HMO service area. The district will reimburse the retiree on a quarterly basis for the actual cost of replacement insurance upon verification of actual expenses.
2. Retirees have the right to continue to enroll in the applicable plans at their own expense and as consistent with carrier requirements. Retirees who elect to continue enrollment in a group plan or plans shall submit premium payments to the district quarterly, and such payments shall be made by the twenty-fifth (25th) day of the month for which payment is due.
3. In the event no carrier allows buy-in rights, retirees may elect, at the retiree's own expense, to continue enrollment in the district's medical and/or dental plans due to COBRA legislation at one hundred two percent (102%) of district cost. Medical may continue for a period of thirty-six (36) months or Medicare eligibility, whichever occurs first. Dental may continue for a period of thirty-six (36) months. Retirees who elect to continue enrollment in a group plan(s) shall submit premium payments by the twenty-fifth (25th) day of each month.

4. In the event no carrier allows survivor buy-in rights, a surviving spouse of a unit member may elect, at their expense, to continue enrollment in the district's medical and/or dental plan due to COBRA legislation at one hundred two percent (102%) of district cost. Medical may continue for a period of thirty-six (36) months or Medicare eligibility, whichever comes first. Dental may continue for a period of thirty-six (36) months. Spouses who elect to continue enrollment in a group plan(s) shall submit premium payments to the district by the twenty-fifth (25th) day of each month.

## **ARTICLE XV EMPLOYER EXPENSES**

### **A. EMPLOYER REQUIRED HEALTH EXAMINATIONS AND COURSES**

The district agrees to cover the full cost of any necessary medical examination, required trainings, trainings required to maintain licensure and/or safety courses required as a condition of employment, or continued employment, in accordance with the provisions outlined in the education code or government code. At the time such notice is issued to unit members, the district shall also provide instructions for reimbursement for such expenses. The district will reimburse unit members for any cost not covered by district provided health plans.

### **B. HOLD HARMLESS CLAUSE**

The employer shall provide liability insurance for all unit members at district expense.

## **ARTICLE XVI SUMMER SCHOOL, ESY, & OTHER SEASONAL EMPLOYMENT (BISS and Bus/Van Drivers ONLY)**

### **A. SUMMER SCHOOL AND SEASONAL EMPLOYMENT**

1. Positions created for summer school or other seasonal employment opportunities shall be posted by April 1.
2. The normal contractual timelines for filling open positions shall be followed.
3. In the summer of 1993, a two (2) year cycle will begin. Following that first two (2) year cycle, the individuals serving in seasonal positions for two (2) years will rotate to the bottom of the list of applicants for the next four (4) years with respect to consideration for seasonal assignment. The first rotation to the bottom of the list shall occur for positions open in the summer of 1995.
4. If there is more than one (1) equally eligible candidate for a position, the candidate with seniority in the district will have preference.

### **B. EXTENDED SCHOOL YEAR- ESY**

1. As this is a continuation of the school year for students who need continued instruction to avoid loss of skills, paraprofessionals will be paid their normal hourly rates for the number of days comprising the ESY (minimum of eighteen (18), holiday(s) included).
2. Eleven (11) month paraprofessionals are the default aides assigned to ESY. In the case of a last minute emergency requiring the replacement of a paraprofessional, seniority from the respective site shall determine who is assigned for the current ESY session.
3. In the case where fewer paraprofessionals are needed during ESY than the general school year, first "volunteering" out, or second, seniority will determine who is assigned the hours and (class) assignments.

## **ARTICLE XVII PROVISIONS FOR RESTRUCTURING (BISS ONLY)**

### **Process For Planning And Implementing Site-Based Management and Restructuring**

To restructure, a school must have site-based management. To have site-based management, a school must have an approved school site plan and an Academic Council.

### **A. ESTABLISHING AN ACADEMIC COUNCIL**

1. The certificated staff must be the first group to demonstrate a willingness to participate in restructuring and/or site-based management. Such willingness will be demonstrated by an affirmation of two thirds ( $\frac{2}{3}$ ) of the certificated staff to authorize the development of a school site plan and for the election of an Academic Council.

The vote will specify whether the school proceeds directly to the establishment of an Academic Council or develops a school site plan first.

2. If the school proceeds directly to the election of an Academic Council, the newly elected Academic Council's first task would be as an interim planning committee to develop the school site plan. If the vote is to develop a school site plan first, a planning committee will develop the school site plan for restructuring/site-based management. The Academic Council would be elected after the approval of the school site plan. Parents, students and other staff may also be involved in the planning.
3. The school site plan must detail the duties, responsibilities, authority and make up of the Academic Council. The Academic Council may be given virtually any power given to the school site administration and department heads in the contract. In addition, there is specific language throughout the contract that details other duties, responsibilities and authority the Academic Council may be given. The school site plan may give the Academic Council all or only some of these powers.
4. The Academic Council may have a certain time of the school day or week assigned to Academic Council functions. Any such plan must be part of the school site plan. Resources to pay for this time may come from these sources:
  - a. Reallocation of department head periods
  - b. A diversified staffing plan
  - c. Reallocation of school budget funds
  - d. Restructuring of the school day or week
  - e. Funding through other monies available from grants and other possible state funds.

#### **B. THE ACADEMIC COUNCIL**

An Academic Council may, within the scope of the contract:

1. Serve as an interim committee to develop the school site plan.
2. Plan staff development activities to further the education of the staff on restructuring.
3. Manage and allocate school budget funds as a part of the school site plan.
4. Set and revise school policies and practices according to the school site plan.
5. Serve as an on-going site-based management team to deal with major policies and practices relating to the instructional program including budget, curriculum, master schedule and facilities.
6. Evaluate and assign teachers and staff according to the school site plan.
7. Recommend the hiring of teachers.

#### **C. PROCESS FOR IMPLEMENTATION**

1. For the Academic Council to be fully implemented and given authority to act, the school site plan must be approved by an affirmative vote of two thirds ( $\frac{2}{3}$ ) of the certificated staff in the school and the concurrence of the Principal.
2. After approval by the staff, school site plans must be submitted to the AFT Executive Board for review and approval, and to the Superintendent and Board of Trustees for final approval.

#### **D. ACADEMIC COUNCIL SELECTION PROCESS**

Once a faculty has authorized the election of an Academic Council, the following selection process will be used:

1. There shall be a minimum of five (5) council members and a maximum of seven (7). The council shall be comprised of the Principal, one (1) elected BISS representative, and three (3) to five (5) other representatives elected by the certificated staff. The staff is encouraged to add a parent and a student for which representation may be extended to nine (9) members.
2. The Principal will request nominations from certificated staff by giving each certificated person a written request for nominations on a time-line that corresponds to the school plan. Nominations will be taken from the BISS unit members on a separate request for nominations.



3. Certificated staff and BISS staff will submit written nominations (only with the consent of the nominee) to the Principal.
4. The Principal will prepare a ballot including the names of all nominees. Each certificated person will have the opportunity to vote for the total number of elected certificated members that will comprise the council. BISS unit members will vote for one BISS representative.
5. The certificated candidates will prepare a written statement of philosophy or purpose with respect to serving on this council. These statements will be distributed to each certificated person prior to a specially-called faculty meeting during which a question and answer session with each candidate will be provided. There will be a secret ballot election following this meeting.
6. BISS members will hold a question and answer session and may prepare a written statement indicating their interest and experience. BISS members will turn in their ballots to the Principal. The BISS candidate receiving the largest number of votes will be elected.
7. The Principal, the AFT building representative, and one department head (chosen by the department heads) shall tally the ballots. The department head chosen to participate in the tallying of the ballots shall not be a candidate.
8. Members of the Academic Council shall be announced in writing to all staff.
9. The term of office shall be for three (3) full academic years and any part of the election year in which council members would take office as per the school site plan. If staffing or sections are affected, the plan should begin at the beginning of a semester with sufficient lead time for construction of master schedules. In the event a member vacates their seat on the council, an election shall be held to fill the seat within three (3) weeks of notification that the seat will be vacated.
10. A council member may be recalled by faculty (if certificated member) or BISS unit members (if BISS member) at any time. The recall occurs if the faculty or BISS unit members submit a petition for recall to the Principal signed by 50% + 1 of the total unit of employees in that school.

E. PROCESS TO BE USED IN SITE-BASED MANAGEMENT BY THE ACADEMIC COUNCIL

1. The purpose of site-based management is to empower the staff to make the decisions affecting their overall functioning as an educational delivery system.
2. The Academic Council members are elected representatives and must approach problem solving by setting up a process that involves the participation of all of the immediate or primary stakeholders whom the decision will affect. (e.g. In a decision or problem involving a conflict among divisions, departments or houses, a meeting of representatives not on the Academic Council from those houses might be called and facilitated by members of the Academic Council to assist these individuals in discussing and arriving at a decision or solving a problem among themselves.)
3. The goal of the Academic Council in decision-making is to avoid a unilateral top-down style of management; to facilitate the active involvement of all concerned parties in the decision-making; to find creative ways of dealing with managing the school environment in order to avoid conflict and tension among the staff; and to help all stakeholders feel a valuable part of the whole.
4. Decisions shall be made by consensus as defined here:  
 CONSENSUS: A systematic process used by a group to make decisions which everyone can support. A consensus decision has been reached when:
  - a. All group members agree to support the decision though it may not be everyone's first choice;
  - b. Everyone is committed to the decision as if it were the first choice of all group members;
  - c. Each participant agrees that he or she had had an equal opportunity to influence the decision; and
  - d. No one raises an objection when the group leader calls for consensus approval of a decision.
5. If decisions cannot be reached by consensus, the council may choose to delegate the decision to a committee of at least three (3) consisting of the Principal and two (2) elected representatives.

6. The Principal must concur with the decisions; if they do not concur, the rationale for disagreement will be put in writing and given to the Academic Council.
7. The Academic Councils are required to meet regularly, but not less than once a month.
8. The Academic Council meetings shall be scheduled at the convenience of the participants.
9. Each Academic Council shall select a chairperson responsible for setting the agenda; facilitating the meeting or providing a facilitator if needed for any particular meeting; ensuring that the consensus process is followed; and ensuring that the decision-making process involves all stakeholders.
10. Each Academic Council shall select a recorder responsible for taking minutes of each meeting; distributing the minutes in a timely fashion to all staff members; maintaining a file at the school of Academic Council records.

**F. DISBANDING THE ACADEMIC COUNCIL**

An Academic Council will be disbanded at a time proposed by a petition requesting the same which is signed by two thirds ( $\frac{2}{3}$ ) of the certificated staff and is submitted to the Principal. The Board of Trustees or the AFT Executive Board may call for the disbanding of the Academic Council if this would be in the best interests of the District or the Union. At that time, the school structure in place immediately before the existence of the Academic Council will be reinstated unless another plan is submitted and approved.

**ARTICLE XVIII PROFESSIONAL RIGHTS**

**A. VOTING TIME OFF**

In cases of emergency, as described by a unit member to their immediate supervisor, the supervisor shall grant the unit member time off with pay for the purpose of voting in municipal, state or federal elections.

**B. RESTROOMS**

All unit members will have the use of clean, well-maintained restrooms.

**C. MAILBOXES**

The employer agrees to provide mailboxes for each unit member, which must be accessible to the union building representative.

**D. EMAIL**

The employer will provide district email accounts upon request to all unit members and provide a computer at each work site that will be accessible to unit members.

**E. PERSONAL BELONGINGS**

All unit members shall have a secure space near their work area for their valuable personal belongings such as purses, wallets and backpacks.

**ARTICLE XIX EVALUATION PROCEDURES**

**GENERAL PROVISIONS**

The primary purpose of evaluation of unit members is to promote a more effective instructional program/program in a continuing process. The primary purpose of the written evaluation procedure of unit members is to improve instruction/programs.

- A. Unit members shall be evaluated by their immediate supervisor. The evaluation shall be based on direct knowledge and observation by the evaluator.
- B. Evaluation of unit members shall be scheduled as follows:
  1. Probationary unit members shall be evaluated at the end of the first (1st), third (3rd), and fifth (5th) month of employment. Assuming service has been satisfactory, the unit member shall become a permanent unit member at the conclusion of six (6) months of service.
  2. Permanent unit members who have served the district for ten (10) years or more and whose previous evaluation met standards shall be evaluated once every four (4) years. Permanent unit members between years three (3) and years nine (9) will be evaluated every other year. Unit members in their first (1st) or second (2nd) year will

be evaluated annually. Permanent unit members in new positions shall be treated as probationary unit members pursuant to Board Policy No. 4216, but retrain their years in service once the probationary period is completed.

3. In the event of an unsatisfactory evaluation, the unit member shall be given constructive suggestions for the unit member's improvement and either party may request an additional evaluation(s). The principal or site administrator shall inform the unit member of their right to union representation at such a meeting. The principal or site administrator reserves the right to notify the unit member of an interim evaluation. Unit members who receive a "Needs Improvement" or "Unsatisfactory in the Overall Evaluation" shall be notified they are subject to an interim evaluation.
  4. The evaluation forms shall be signed by the evaluator and the evaluatee. The evaluatee will sign the evaluation form after the evaluation conference. At the time of the evaluation conference, the unit member may request that their comments be attached to the evaluation form; in such instances the attached statement shall be given to the supervisor within five (5) working days.
  5. The evaluation form with attachment, if any, will be filed in the classified member's personnel file.
  6. The principal or site administrator is responsible for the evaluations at the school sites and district office. Director of Maintenance and Operations shall evaluate the OSS unit members not assigned to a school site or district office.
  7. Custodial and maintenance staff assigned to work in site teams are under the direct supervision of the Site or District Administrator as defined in their annual assignment notification. The Administrator is the only person who will evaluate custodial or maintenance site team members. Team members with "Lead" designations are not supervisors and do not conduct evaluations.
  8. The principal, site administrator and/or Director of Maintenance and Operations shall review the evaluations before they are placed in the personnel files of the unit members.
- C. All evaluations shall be completed using the agreed upon form, and two copies of the original shall be made and distributed as follows:
1. One copy to the unit member.
  2. One copy to the District office personnel file.
- D. BISS- Schools With Site-based Management may devise their own evaluation procedure to be submitted to the Superintendent and the Union President for approval. Once approved by Management and the Union, the site may implement their own procedure.

## **ARTICLE XX      PROGRESSIVE DISCIPLINE**

- A. Unit members have the right to union representation at any meeting which may lead to disciplinary action.
- B. Disciplinary action shall be in accordance with current governing board policy and education code.
- C. Unit members shall not be disciplined without just cause.
- D. This section does not apply in situations of gross misconduct.
- E. This section does not apply to probationary unit members.
- F. INFORMAL
  1. Employee Counseling/Conference – The employer shall hold an informal conference with a unit member to discuss concerns regarding the unit member's performance or conduct. The employer shall instruct the unit member on how to remediate, or correct the behavior in question, and give the unit member a reasonable amount of time, in no case less than five (5) days, to show evidence of remediation. If a record of this discussion is to be included in the unit member's personnel file, the unit member may respond in writing. Said response will be included in the unit member's personnel file.
  2. Warning Letter – If the unit member has not shown evidence of attempting to correct the behavior in question at the end of the remediation period provided, the employer shall issue a written warning letter. The warning letter shall contain a statement of observed problem with the unit member's performance or conduct and the dates

observed or other evidence, which show a failure to remediate the performance or conduct discussed in the informal counseling/conference. The warning shall inform the unit member that a formal letter of reprimand will follow if the unit member's performance or conduct continues. The warning letter will be placed in the unit member's personnel file after five (5) days. The unit member may respond in writing to the warning letter and said response will be attached to the warning letter.

**G. FORMAL – REPRIMAND LETTER**

If the unit member does not correct their performance or conduct, the employer shall issue a reprimand letter stating that it is the first step of formal discipline included in governing board policy and/or education code. This letter will be placed in the unit member's personnel file after five (5) days. The unit member may respond in writing to the warning letter and said response will be attached to the reprimand letter.

H. Unit members may review their personnel file during the school day at no loss of pay. Information found to be false shall be removed from the file.

**ARTICLE XXI    TRANSFER PROCEDURES**

A transfer is defined as a movement of a unit member from one (1) work site to another in the same job classification.

**A. VOLUNTARY TRANSFER PROCEDURE**

1. A voluntary transfer is a transfer initiated by a request of a unit member resulting in the movement of that unit member from one work site to another within the same classification.
2. At any time during the work year, unit members may apply for a transfer to fill a position which becomes available.
3. When a position opens, the employer shall first notify in writing by district email to all unit members serving in the same position within the range. Such notification shall include:
  - a. The job title.
  - b. A description of the duties and the position.
  - c. The qualifications.
  - d. The assigned worksite.
  - e. Hours per day, days per year and specify work calendar.
  - f. The salary range and the dollar amount.
  - g. Deadline for filing for the vacancy.
  - h. Period during which interviews would take place.
  - i. Date position will be filled.
4. Unit members serving in the same position within the range shall receive priority consideration.
5. Consideration will be given to all applicants (except those whose most recent evaluation is rated "unsatisfactory") who meet the qualifications for the vacancy by seniority prior to filling vacancies with outside applicants. This consideration will include the extent to which unit members applicants are able to best meet the unique needs of a particular student(s), school(s) or worksite(s) as evidenced by past evaluations, interview performance, performance on tasks and/or passage of a qualifying exam.
6. The final selection of an individual to fill the vacancy shall be made by the District. All transfers will be administered by the Human Resources Department.
7. All unit members who requested and were denied a transfer shall have the opportunity to schedule a meeting with the Superintendent or their designee, to discuss the specific reason(s) for the denial of the transfer. If the unit member requests, the specific reason(s) for the denial of the transfer will be put into writing (within two (2) weeks of denial).
8. In the event that those unit members who have priority rights to be considered for the vacant position do not apply, the employer shall post notice via district email or shared electronic drive to all employees and the union.

9. If the reassigned unit member's most recent evaluation is negative, the unit member shall serve a probationary period of six (6) months in the new position.

**B. INVOLUNTARY TRANSFER PROCEDURE**

1. An involuntary transfer is a transfer initiated by the administration without the involved unit member's approval, which results in the movement of that unit member from one (1) work site to another while remaining in the same classification.
2. Involuntary transfers may be made at any time during the year providing that the voluntary transfer procedure has been exhausted.
3. When the voluntary transfer procedure has been exhausted and none of the unit members who are eligible respond affirmatively and an involuntary transfer is necessary, the district shall consider the following criteria:
  - a. Qualifications and experience lateral
  - b. All required criteria being equal, least district seniority
  - c. Copies of all correspondence to unit members affected regarding involuntary transfers shall be shared via district email or shared electronic drive to all employees and the union.
  - d. Written notice of each involuntary transfer shall be given to each unit member being transferred seven (7) working days after the voluntary transfer procedures have been exhausted.
  - e. If the reassigned unit member's most recent evaluation is negative, the unit member shall serve a probationary period of six (6) months in the new position.

**C. ADMINISTRATIVE REASSIGNMENT- OSS**

1. The site administrator/designee may reassign OSS unit members on a temporary or permanent basis at any time such reassignments are necessary for the efficient operation of the district.
2. OSS unit members shall be advised of a proposed reassignment as soon as there is a reasonable degree of certainty by the administrator/designee that a reassignment will be made.

**D. BASIS FOR AND CONDITIONS GOVERNING ASSIGNMENT- OSS**

Custodial staff assignments are made by the Director of Maintenance and Operations (DMO) as follows:

1. All assignments shall be equitable.
2. Because of the discrepancy in reported square footage, the union and management will reach an agreement on equitable assignments.
3. No unit member shall be regularly assigned to work alone at any facility. In the event of an emergency, the call back procedure described in this agreement shall apply.

**ARTICLE XXII PROMOTIONAL PROCEDURES**

A promotion is a non-lateral move by a unit member into a higher classification.

- A. At any time during the work year, unit members may apply for a position which becomes available and which would constitute a promotion. When a position opens, the employer shall notify in writing via district email or shared electronic drive to all employees and the union. Such notification shall include:
  1. The job title
  2. A description of the duties and the position
  3. The qualifications
  4. The assigned work site
  5. Hours per day, days per year and months per year
  6. The salary range and dollar amount
  7. Deadline for filing for the vacancy
- B. The district shall consider each person's skills, experience, and qualifications. District employees shall have priority consideration consistent with the district's affirmative action policy.

- C. Unit members interested in a promotion (except those whose most recent evaluation is rated "unsatisfactory" or "needs improvement") are eligible to apply by submitting an application.
  - 1. The Associate Superintendent of Human Resources or designee shall paper screen all applications and select those who meet the minimum job requirements to be eligible for testing at step 2 .
  - 2. All applicants remaining after step 1 shall be given the opportunity to take a thorough and rigorous content matter and/or performance test
  - 3. All test-takers who score above the cut score for the administered test(s) shall be interviewed.
  - 4. If fewer than three (3) unit members pass the test at step 2, all such internal applicants and external candidates who have passed the test shall be interviewed by the selection committee and/or supervisor or administrator.
  - 5. The most qualified applicant will be offered the position, including consideration of skill, experience, qualifications, seniority, and interview performance.
- D. The employer will notify all unit members who are not accepted.
- E. BISS only- Schools with Site-based Management may elect to have a school committee serve as the selection committee.
- F. Vacant positions to be filled will be posted within five (5) days of governing board acceptance of the separation.

#### **ARTICLE XXIII LAYOFF AND RE-EMPLOYMENT**

- A. The Board agrees to comply with the Education Code, Sections 45308, 45114 and 45298 and other applicable laws with corresponding decisions of courts of appropriate jurisdiction.
- B. The employer shall notify the Union in writing five (5) days before delivery of any layoff notice.
- C. The District will make every reasonable effort to avoid/minimize a reduction in force by adjusting the workforce through the placement of unit members in available vacancies for which they are qualified.
- D. In the event of a reduction in workforce, the following procedures will be implemented:
  - 1. A unit member may bump into any job title previously held.
  - 2. There is no bumping if no prior position has been held in the district.
  - 3. There is no "cherry picking" of positions by those who are bumping. The more senior unit member has the right to bump the least senior person in the same status previously held (e.g., full-time, with benefits).
  - 4. Seniority will play the strongest role, however, specific program needs (such as target language) may influence the offer of a replacement position.
  - 5. If two (2) or more unit members in the eliminated positions held the same job previously, the most senior person (total hours) has the first choice.
  - 6. A unit member may take a layoff in lieu of bumping. A unit member who is laid off has thirty nine (39) month rehire rights. The District will offer jobs in the same class to those who have been laid off. The number of denials is limited to two.
  - 7. BISS only- Seniority in the 27 and 29 ranges will be determined by combining all hours served in both ranges, if applicable.

#### **ARTICLE XXIV LABOR-MANAGEMENT COLLABORATION\***

- A. Both the Union and the District acknowledge that it is in the best interest of all stakeholders when Labor and Management engage in a collaborative working relationship. To that end, both parties agree to adopt and support the following infrastructure at the District-wide and Site levels to foster regular, productive interaction between representatives of the Union and District.
- B. It is understood that this committee is not meant to infringe on matters involving management rights or to discuss matters outside of the scope of contractual and/or labor issues.
  - 1. District Labor-Management Council

The Union and District shall establish a District Labor-Management Council. Labor shall be represented by up to four (4) members, including the AFT 1481 President and Vice President and any designees appointed by AFT. Management shall be represented by up to four (4) members, including the Superintendent and any designees appointed by the superintendent. The number of members may be altered by mutual agreement.

- a. The Council shall meet for the following purposes:
  - i. To develop and support clear lines of two-way communication between the District Office and AFT leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
  - ii. To engage in consultation as needed regarding contractual matters
  - iii. To provide feedback to improve Labor-Management collaboration and relations.
- b. The Council shall meet once a month, with normal allowances for any rescheduling needs.
- c. Agendas and minutes shall be accessible to unit members. Each side will alternate taking minutes for the meeting. Both District and AFT leadership will have the opportunity to review minutes prior to distribution to all stakeholders.

2. Site Labor-Management Meetings

The Union and District shall establish Site Labor-Management Meetings. Labor shall be represented by all Building Representatives, including AFT 1481 Certificated and Classified Site Representatives (and Alternate Representatives) or any site designees appointed by AFT 1481. Management shall be represented by at most four (4) members, including the Principal and/or any designees appointed by the Principal.

- a. Site Labor-Management meetings shall have the following purposes:
  - i. To develop and support clear lines of two-way communication between the District Office and site leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
  - ii. To engage in consultation as needed regarding matters of concern to site administrators and/or unit members.
  - iii. To provide feedback to the Labor Management Council to improve collaboration and relations.
- b. The Meetings shall occur at least five (5) times a year, for up to (1) hour outside of the instructional day, with normal allowances for any rescheduling needs.

**ARTICLE XXV GRIEVANCE PROCEDURE\***

**A. DEFINITIONS/PURPOSE**

The purpose of this procedure is to resolve grievances or problems at the lowest possible level.

1. Grievance - A claim upon an event or condition which affects the obligations or circumstances under which a unit member works, allegedly caused by misinterpretation or inequitable application of that established policy which specifically affects a provision of this agreement or the terms of this contract.
2. Grievant - An individual, group, or organization having a grievance.
3. Day - A "day" is any day in which the unit member is required to be in attendance.

**B. REPRESENTATION**

1. A unit member may be represented at Steps 1, 2, or 3 of the grievance procedure by themselves, a representative of their choice, or at their option by a representative elected by the union. After Step 3, the unit member must have the concurrence of the union to proceed to Step 4.
2. If a unit member is not represented by the union, the union shall have the right to be in an observer role unless otherwise requested by the unit member.
3. The unit member shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the unit member notifies the district at least two (2) days in advance that they will be represented by legal counsel.

### C. GENERAL PROVISIONS

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or director, the grievance shall be submitted in writing to the superintendent and the processing of such grievance shall be commenced at Step 2.
2. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.
3. Failure by the administration to adhere to a decision deadline shall mean the grievance shall proceed to the next step. Failure of the unit member or union to adhere to the submission deadline shall mean the unit member waives any right to further appeal. Failure on the part of the unit member, the unit member's representatives, and/or the union to meet the time provisions so designated in this agreement shall render the grievance null and void; however, nothing prohibits the parties from extending the dates by mutual agreement.
4. When it is necessary for a representative designated by the exclusive representative to represent a unit member in a conference with a management person, the representatives shall be released without loss of pay for a reasonable length of time. The notice for release time shall be made at least one day in advance. The superintendent and the union president shall mutually agree upon the release time.
5. The request for release time shall be made to the superintendent at least one (1) day in advance. The representative shall have the right to visit the appropriate district sites to confer with the appropriate district employees covered by the provisions of this agreement during their duty-free time. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of their immediate supervisor.
6. In the event that more than twenty (20) grievances are under process at any one time and/or more than six (6) grievances, are in process at any one step above the informal level, the union agrees to meet with management for the purpose of waiving time limits and they shall establish a reasonable time schedule for the orderly processing of such grievances.

### D. PROCEDURE

First Submission - Informal - Any unit member shall first discuss the grievance informally with the principal/director/designee, whether directly or accompanied by the union representative, with the objective of solving the matter. This meeting shall take place within fifteen (15) days following the act or condition, or from that date from which the unit member could have reasonably expected to have knowledge of the act or condition which is the basis for the grievance. The meeting with the principal/director/designee shall take place within ten (10) days of the unit member's request for such a meeting.

#### Step 1 Formal Submission

If the grievance is not settled to the satisfaction of the unit member in the informal process, the grievance shall be presented in writing to the principal/director/designee within ten (10) days of the informal meeting. The written grievance shall include:

- a. names, dates and places necessary for a complete understanding of the grievance;
- b. a listing of the provisions of the agreement which are alleged to have been violated or misapplied;
- c. a listing of the reasons why the original resolution of the problem is unacceptable; and
- d. a listing of specific sections requested which would remedy the grievance.

Within ten (10) days after the receipt of the written grievance, the principal/director/designee shall communicate their decision in writing together with the supporting reasons. The principal/director/designee shall furnish one (1) copy to the grievant and one (1) copy to the union.

#### Step 2 Appeal to Superintendent

If the grievance is not resolved satisfactorily at Step 1, the grievant and/or the union may appeal within ten (10) days to the superintendent. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 1. For any grievance originating at Step 2 as a result of action or inaction on the part of the member of the administration at a level above a school principal or director, the grievant or the Union must submit a formal grievance in writing to the Superintendent within ten (10) days following the act or condition, or from the date from which the



grievant could have reasonably been expected to have knowledge of the act or condition which is the basis for the grievance.

- a. Within ten (10) days after receipt of the appeal the superintendent shall hold a meeting on the grievance upon request.
- b. The grievant, the grievant's representative, and/or the union shall be given at least two (2) days notice of the meeting.
- c. Within ten (10) days after the meeting on the appeal, the superintendent shall communicate their decision in writing, together with the supporting reasons, to the grievant, the grievant's representative and/or the union.

#### Step 3 Appeal to Board

If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) days in writing to the Board of Trustees. If the appeal is received not later than 12:00 Noon of the Tuesday preceding the date of a regularly scheduled meeting, the grievant and/or representative may present their case to the Board of Trustees in open and/or in closed session.

#### Step 4 Submission to Arbitration

If the grievance is not resolved satisfactorily at Step 3, the grievant with the concurrence of the union, within ten (10) days after a decision by the Board of Trustees, may submit the grievance to advisory arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall initially be ruled upon by the arbitrator and, at the arbitrator's discretion, such ruling may be reserved until the merits of the grievance have been heard.

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) days, the State Mediation and Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one (1) name remains. Further, each party shall have the right to reject the entire list.
- b. The arbitrator shall hold a hearing as soon as reasonably possible following their appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth their findings of facts, reasons, and conclusions on the issues submitted. If the arbitrator determines that additional time for their decision is necessary, the arbitrator shall have discretion to issue such decisions within a reasonable period of time. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties their findings and recommendations which shall be advisory in nature.
- c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.
- d. Fees and expenses of the arbitrator shall be shared equally by the employer and the exclusive representative. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other. If any grievance meeting or hearing shall be conducted during the school day, any employee required by either party to participate as witness or grievant in such a meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The superintendent and the union president shall mutually agree on the amount of release time and the number of witnesses to be released at any one time.
- e. If the arbitrator rules against the Board of Trustees and the board does not comply with the ruling, the district will pay all costs of the arbitrator.

- f. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared by the parties if they both mutually agree.
- g. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designed in this agreement.

#### Step 5 Board Action

Upon consideration of the arbitrator's advice, the board shall take action on the grievance and shall render its final decision by no later than the next regularly scheduled board meeting provided the arbitrator's ruling is received in time to be on the board agenda and providing that copies of the arbitrator's decision have been given to the board members in sufficient time to permit the board members to review the decision. In the event that copies of the arbitrator's decisions have not been provided to the board members at least three (3) days in advance of the regularly scheduled board meeting, the board may delay taking action on the grievance until the second regularly scheduled board meeting following the arbitrator's decision.

#### **ARTICLE XXVI EFFECT OF AGREEMENT\***

- A. The district and the exclusive representative mutually agree that the terms and conditions set forth in the provisions of this contract represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing (or by a procedure expressly allowing same stated in the contract).
- B. The district and the exclusive representative also mutually agree that this contract shall be in full settlement of all issues which were the subject of collective bargaining between the parties. It is further agreed that none of such issues shall be subject to collective bargaining or the grievance procedure during the term of this contract unless by mutual consent in writing or by a procedure expressly allowing same stated in this contract.
- C. The district agrees not to change or institute any policy which would result in a reduction of rights or benefits as provided by this agreement or be inconsistent with the provisions of this agreement.

#### **ARTICLE XXVII NO STRIKE CLAUSE\***

The union agrees not to engage in, sanction, support or encourage a work stoppage, strike, sympathy strike or similar actions within the district during the term of this contract.

#### **ARTICLE XXVIII SAVINGS CLAUSE\***

Should any article, section or portion thereof of this agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; and the remainder of this agreement shall continue in full force and effect. Upon issuance of such a decision, the parties agree to commence, within ten (10) working days, negotiations on a replacement for the invalidated article, section or portion thereof.

#### **ARTICLE XXIX JOINT COMMITTEES\***

Upon mutual agreement, the parties agree to create joint committees to enter into Memorandums of Understanding (MOUs) and/or Side Letters.

#### **ARTICLE XXX REOPENERS\***

The Parties agree to the following reopeners for 22-23 and 23-24: Salary and Benefits articles and two (2) non-monetary articles for each year.

#### **ARTICLE XXXI DURATION\***

This agreement and each of its provisions are binding and effective as of January 25, 2022 and shall continue in full force and effect until June 30, 2024.