

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT
(JUHSD)

AND

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

CLASSIFIED BARGAINING AGREEMENT

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

2018-2021

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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 Classified employees' 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. "Comp Time" refers to time given in lieu of monetary compensation for work done beyond the employee's contractual work day.
- B. "Employer" or "District" refers to the Jefferson Union High School District Board of Trustees or its designee.
- C. "Exclusive Representative" or "Union" refers to the American Federation of Teachers, Local 1481, AFL-CIO.
- D. "Posting" refers to a physical document posted in a common area accessible to all employees and the document must be sent electronically to the district e-mail address of all unit members.
- E. "Principal" refers to the chief administrative officer of the site or any designee upon whom he/she has conferred authority to act in his/her place.
- F. "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 employees 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.
- G. "Superintendent" refers to the chief administrative officer of the district or any designee upon whom he/she has conferred authority to act in his/her place.
- H. "Supervisor" refers to the administrator who is charged with the immediate responsibility for a job. A supervisor can also be a unit member who is responsible for the completion of work by other unit members. A supervisor who is also a unit member cannot evaluate. Teachers 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.
- I. "Union Representative" refers to any Union representative upon whom the Union has conferred the authority to represent the Union.
- J. "Teacher" refers to the certificated person who is legally and educationally responsible for those students assigned to him/her.
- K. "Full Time Employee" refers to an employee who works thirty-seven and one-half (37-1/2) hours per week.
- L. "Part Time Employee" refers to any employee who works less than thirty-seven and one-half (37-1/2) hours per week. Part time employees may only be hired in situations that do not warrant full-time positions.
- M. "Probationary Employee" refers to an employee who is new and is in the first six (6) months of employment.
- N. "Permanent Employee" refers to a member of the regular work force who has served a six month probationary period since the original date of hire within the district.

- O. "Temporary Employee" refers to a person hired to fill a position of another employee on leave or disability for a period of six calendar months or more. This employee is a part of the unit and has all rights of the unit members for the duration of their assignment.
- P. "Substitute" refers to 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 calendar months, he/she is considered to be temporary.
- Q. "Short-term employee" refers to 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 calendar months in any of the following situations:
1. Seasonal appointments made during non-instructional days.
 2. Emergency appointments for a maximum of 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 60 days prior to graduation and no more than 5 days afterwards.
 4. Short term appointments as described above will not be used to deny customary overtime opportunities to unit members.
- R. "Hourly Pay" refers to pay computed as follows: The full time equivalent annual wage figure shall be divided by 1950.
- S. "Monthly Salary", "Base Pay" or "Minimum Wage Rate" refers to the wage per step and classification plus longevity pay and differential pay.
- T. "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.
- U. "Overtime" refers to any time an employee works in excess of seven and one-half (7 ½) hours in any day or in excess of thirty-seven and one-half (37 ½) hours in any calendar week.
- V. "Work Day" refers to that employee's assigned work hours during one twenty-four (24) hour period.
- W. "Day", "Work Day" and "School Day" refers to a day when teachers are required to be in attendance.
- X. "Job Description" refers to the agreed upon job description. This shall not be changed as positions open to fit the qualifications of one individual. Any changes shall be agreed to between the union and management.
- Y. "Promotion" refers to the movement of an employee from one classification to another classification of a higher salary.
- Z. "Seniority" A worker shall not attain seniority until he/she has completed a probationary period of 6 months in the employ of the employer, after which the time of his/her seniority shall be from the date of hire. Seniority within the unit shall be based on regular hours of paid service. 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, hours of paid service and job title. When computing hours in paid status, all hours accumulated by a permanent employee in temporary positions (other than substitute hours) shall be counted in the computation of hours for the purposes of establishing seniority.
1. For any employee placed in a "temporary position" the hours accumulated in that position will count toward seniority as hours in paid status if the employee becomes permanent.
 2. For any employee who served as a leave replacement for more than six months, the total accumulated hours in that position will count toward seniority in paid status.

3. When seniority within classifications is computed, a unit member working within two classifications as a full time employee on a regular basis shall have his/her total hours within these two classifications (for the length of time the individual was working in split classifications) count as the total hours in each classification.

AA. "Longevity" refers to the number of years of service in the district.

BB. "Retirement" refers to retirement under the Public Employees' Retirement System and Social Security.

CC. "Academic Council" refers to the 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.

DD. "Site Based Management, Shared Decision-Making" refers to 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.

EE. "Restructuring" refers to 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.

FF. "School Site" refers to any work location or functional division or group in which a grievance may arise.

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 classified 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. DEFINITION OF JOB CLASSIFICATIONS

It is agreed that the district shall maintain descriptions setting forth job duties in accordance with the duties necessary for the operation of the school district. The union shall have the right to participate in the creation and approval of job descriptions. If advertisements of job openings differ from the regular job requirements for any position, the union must approve the changes.

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 workers shall be remitted to the union within seven (7) working days, together with a written statement of names of the workers 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. Any worker who is paying dues may stop making those payments by giving written notice to the union pursuant to the terms of the written authorization to deduct union dues. The employer will honor the worker's written authorization unless it is revoked in writing pursuant to the terms of the written authorization, irrespective of the worker's membership in the union.

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. With the understanding that the District is not expanding the number of copies currently provided by the AFT, one copy of the Board agenda and supporting documents will be sent to each of the following Union representatives: the President, the Vice President, the Chief Negotiator and each of the Building Representatives.
2. Tuesdays shall be reserved for employee organization meetings.
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 distributed by the District to each employee covered by this agreement. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement. The final agreement will be printed at District expense.
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. Unit members who do not have access to online contracts may request a copy from the personnel department.
8. Changes affecting 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.

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 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, work email, personal email address, and home address to the degree that such information is available.

In the event that District conducts an annual group orientation, the Union shall have up to paid thirty (30) minutes of 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 EMPLOYEE RIGHTS

A. SENIORITY

By September 1 of each contract year, the district will post a seniority list by position showing the employee name, hire date, date entered position and/or accrued hours in each position. The list shall be posted at each worksite on the union bulletin board and a copy forwarded to the union by October 15.

Seniority as defined in Article III shall be applied as follows:

1. When two or more employees apply for the same position or transfer assignment, the district will provide the seniority of each applicant to the selection committee.
2. In the event that the employer deems it necessary to reduce the working force, the last worker hired within the classification so reduced shall be the first worker laid off; and in rehiring, the last worker laid off shall be the first to be rehired.

3. Workers 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 worker.
4. The re-employment of laid off workers 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.

B. PERSONNEL FILES

1. One personnel file shall be kept by the district at the employee's job site with a copy at the district office. No secret personnel files shall be held at any site in the district.
2. Materials in personnel files of employees, which now serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved. Such material is not to include ratings, reports or records which:
 - a. Were obtained prior to the employment of the person involved,
 - b. Were prepared by identifiable examination committee members, or
 - c. Were obtained in connection with a promotional examination.
3. Every employee shall have the right to inspect and reproduce such materials upon request. Employees may review their personnel files during the work day at no loss of pay. The immediate supervisor shall grant the employee time off with pay for this purpose.
4. Information of a derogatory nature, except material mentioned in 2-b of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without loss of pay.
5. All materials contained in the personnel files of the employee shall remain confidential.
6. Any person placing written material(s) in an employee's personnel file shall sign and date such material(s).

C. VOTING TIME OFF

In cases of emergency, as described by a bargaining unit employee to his/ her immediate supervisor, the supervisor shall grant the employee time off with pay for the purpose of voting in municipal, state or federal elections. Restroom Facilities All unit members will have the use of a clean, well-maintained restroom, one provided for the male employees and one provided for the female employees. These restrooms, where available, will be for adult use only. Each employee shall be provided with a key to such a restroom if it is ordinarily locked.

D. MAILBOXES

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

E. 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.

ARTICLE VII WORK WEEK AND WORK DAY

A. STANDARD WORK WEEK AND WORK DAY

1. The standard full time work day shall be seven and one-half (7-1/2) hours within eight (8) hours. The standard work week shall be five (5) consecutive days, Monday through Friday, and total thirty-seven and a half (37 1/2) 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. one-half (37-1/2) hours.

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 bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours, which may be changed by mutual agreement between the district and the worker.

C. ADJUSTMENT OF ASSIGNED TIME

Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/ her 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 bargaining unit employees shall be entitled to an unpaid, uninterrupted lunch period after the employee 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 (1/2) hour and shall be scheduled for bargaining unit employees at or about midpoint of each work shift.
2. OSS- Full time workers 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 bargaining unit employees are entitled to one (1) paid rest period of twenty (20) minutes which shall be taken at or about midpoint of the employee's work shift in compliance with California law.
2. OSS- A full time worker is entitled to a fifteen (15) minute rest period during each half (1/2) of the standard working day. Part-time workers 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 7 ½ hours per day, 37 ½ hours per week, or 5 consecutive days per week shall be compensated at the rate of 1 ½ times the rate of pay, except 40 hour positions/employees which are specified on the position's salary schedule (DCYHC).
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 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- OSS

1. In an effort to maximize coverage of existing sections, the district will offer overtime work to site personnel and others on a rotational list for a period of five (5) working days provided the needed work is completed satisfactorily, at which time a substitute worker will be used for the duration of the need.
2. If no unit member volunteers to substitute, a district substitute may be called.
3. The district will establish, by September 15, a list of permanent staff who desire to work overtime at sites other than the site to which the employee is regularly assigned. This list will be posted at the worksites on the union bulletin board.
4. An attempt will be made to offer overtime at each site to permanent staff regularly assigned to that site before offering overtime to substitute employees whose names are on the list in G3 (above).

5. The building and grounds supervisor will see that an attempt is made to reach staff members whose names are on the list before a substitute is called.
6. When outside substitutes are hired according to G3, the Union will be provided information specifying the name of the substitute employee, the unit member they are substituting for, the nature of the work to be performed, and the duration of the assignment.

H. COMP. TIME- OSS

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

I. OVERTIME ROTATION- OSS

All overtime shall be rotated as equally as possible according to the following provisions:

1. Rotation shall begin on July 1 of each fiscal year.
2. Initial overtime assignments shall be on the basis of seniority at each site. Thereafter, overtime will be offered to the workers with the lowest total accumulated overtime hours.
3. Overtime hours declined by a worker shall be added in the same manner as hours worked to that individual worker's total.
4. Workers on any leave status for ten (10) or more consecutive work days shall be credited with a total of one (1) hour less than the current low hours worked.
5. Whenever possible, overtime shall be assigned by Thursday of the week preceding such assignment.
6. Overtime offered less than two (2) hours prior to such assignment shall not be charged against a worker's total if declined.
7. All overtime shall be assigned in writing and such assignment slip(s) shall include time, date and hours of assignment.
8. A list of the cumulative overtime hours for each worker shall be posted and maintained at each work site.
9. Workers hired mid-year shall be credited with a total of one (1) hour less than the current low hours worked.

J. SWING SHIFT DIFFERENTIAL- OSS

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

K. RIGHT OF REFUSAL- BISS

An employee may refuse any overtime assignment. However, when an emergency situation exists, the immediate supervisor may designate an employee to perform overtime.

L. CALL BACK TIME

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate.

M. MINIMUM CALL-IN TIME

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

N. TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

1. BISS- When an employee covered by this agreement temporarily assumes the duties of a higher classification, the employee shall be compensated at the higher rate starting on the first day. The employee 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 employee shall be compensated at his/her 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 employee covered by this agreement temporarily assumes the duties of a higher classification, the employee shall be compensated at the higher rate starting on the first day. The

employee shall be placed at the lowest step of the higher classification which would result in an increase in the daily rate of pay.

O. 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 employees in the same job classification at that school site in order of seniority.

P. HOURS WORKED- BISS

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

Q. FULL TIME OFFICE POSITIONS- BISS

Secretaries and clerks shall work full time (seven and one-half hours per day, thirty-seven and one-half 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 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, BISS 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.

R. HEALTH SERVICES PARAPROFESSIONALS- BISS

There shall be one 3 ¼ hour paraprofessional assigned to each high school as part of the District's health services program.

S. CAMPUS SUPERVISOR POSITIONS- BISS

There shall be one full time campus supervisor assigned for every 500 students enrolled.

T. READER POSITIONS- BISS

There shall be a reader hired for each school. In schools of 800 students or more, two readers shall be hired. The work day shall be three and three quarter (3 ¾) hours per day, five (5) days per week within a flexible daily schedule. The work year shall be the same as the teacher work year of 181 days.

U. SUBSTITUTE TEACHER CLERK- BISS

There will be one substitute teacher clerk who will work from the home to take incoming calls from teachers needing substitutes. Work hours shall average three (3) hours per day.

V. EQUITABLE ASSIGNMENT OF PARAPROFESSIONALS- BISS

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

W. HIRING A SUBSTITUTE-BISS

1. Whenever an employee is absent for a week or more or if site administration has more than a week's notice that an employee will be out, the district will hire a substitute, if available.
2. At the beginning of each school year, employees will be asked if they wish to substitute. The district will distribute the list of interested employees to school sites.
3. Priority will be given to existing qualified part time employees at the site to substitute.

4. If no site employees are available or qualified to substitute, other site employees who are available and qualified will be asked to substitute.
5. If there are no employees available, outside substitutes may be offered to work.
6. 10 and 11 month employees 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, employees on the list shall be given the first opportunity to substitute.

X. RATE OF PAY FOR A SUBSTITUTE- BISS

1. When an employee is assigned by the administration to temporarily assume the duties of an absent bargaining unit member with a higher classification, the employee shall be compensated at the higher classification starting on the first day the employee assumes the temporary position. The employee shall be placed at the lowest step of the pay range of the position which would assure an increase of at least 5% in the daily rate of pay. If necessary, the employee shall be compensated at the lowest unearned longevity step that assures the 5%. Under no circumstances will an employee 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 employee shall be compensated at his/her 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 unit member is assigned duties from another job and is unable to complete their own assignments, that 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 1 on the salary schedule within the range of the position in which he/she is subbing.

Y. PAY INCREMENT- BISS

Any employee required to work additional time will be paid in 15-minute increments.

Z. NOTIFICATION- BISS

Employees shall be given tentative notice of the status of his/her position, site locations(s) and number of hours per week by June 30, and be provided their schedule by September 15. Employees 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 employee will be notified as soon as possible.

AA. 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.

BB. CALL-BACK PAY- OSS

A worker called to work outside of his/her 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) workers with a guaranteed minimum of two (2) hours pay for each worker recalled.

CC. SPLIT SHIFT- OSS (see HH below)

Except for workers occupying the classification entitled van driver and bus driver, no workers covered by this agreement shall work a split shift.

DD. ROVING CUSTODIANS- OSS

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 week in advance, except in emergencies. They shall generally be assigned to a maximum of two work sites in any one day.

EE. TEMPORARY CUSTODIAN ABSENCES AND VACANCIES- OSS

1. If an evening employee is going to be absent from, or late, to work, he/she is to telephone the principal's secretary 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 employee is going to be absent or late, he/she is to phone the Director of Maintenance and Operations (DMO) by 6:30 a.m. on the morning of the absence.
3. When possible, employees 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.

FF. BUS AND VAN DRIVERS RESPONSIBILITIES- OSS

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 classified worker. In the event the first day of paid service as a driver falls on the same day for two or more drivers, a flip of a coin shall determine the most senior driver.

GG. REPORTING/PAY- OSS

1. Sign in times for home to school shall be no more than 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 his/her 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.
5. Facility Duties: Drivers will perform during their guaranteed four-hour shift the following duties: fueling vans and facility/yard cleaning. Facility duties will not be performed outside of the guaranteed four hours of the split shift.

HH. SPLIT SHIFT- OSS (see CC above)

Anyone driving a split shift shall be guaranteed the first four (4) hours. If a driver must work beyond the four (4) hours, he/she will be paid for actual time on the clock.

II. SUBSTITUTE DRIVERS- OSS

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

JJ. FIELD TRIPS- OSS

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

KK. 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, he/she shall be compensated for the number of hours he/she would have worked that day.
3. Regular drivers shall receive a guaranteed minimum of four (4) hours pay every time they are required to report for work; however the district may hire part-time drivers of less than four (4) hours upon demonstrated need.
4. 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.
5. Athletic and Field Trip Selection Procedure: The Director of Transportation 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.
6. 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 Transportation 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.
7. Drivers may trade bid trips upon notification and approval of the transportation department supervisor.
8. Drivers shall be paid for one and one-half (1-1/2) 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.
9. The drivers' work year coincides with the day school certificated work year.
10. No driver shall be obligated to accept a "triple split" assignment under these provisions.
11. 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.
12. Drivers must report all accidents to the Director of Transportation immediately. In addition, all appropriate accident documentation must be submitted by the next school/business day.
13. 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).
14. Drivers need to ensure that students embark and disembark the vehicle safely.

LL. WORKING CONDITIONS FOR NIGHT FOREMEN- OSS

1. Responsibilities

The night foremen will then assume the responsibility of directing the work of the night crew, as well as evaluating that crew. However, the district Director of Maintenance and Operations (DMO) is ultimately responsible for all evaluations, and will review, approve, and sign all evaluations. In the event a unit member's work appears to be less than satisfactory (does not meet standards), the Night Foreman will contact DMO and the union, if necessary, for assistance in evaluating the employee. The district DMO will review the employee's work through observation and documentation of the potential problem, and then will do the evaluation and sign it.

2. Compensation

The Site 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.

MM. NOTIFICATION- OSS

Employees shall be given tentative notice of the status of his/her position, site location(s) and number of hours per week by June 30, and be provided their schedule by September 15. Employees 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 employee will be notified as soon as possible.

ARTICLE VIII SAFETY PROCEDURES

A. POLICY

1. OSS- The district shall furnish employment and a place of employment which is safe and healthful for the workers therein, and shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.
2. BISS- The District and the Union agree that the safety of each employee of the Jefferson Union High School District is a concern of the employer and the Union.

B. TOOLS AND EQUIPMENT

1. OSS- The district agrees to provide all workers with the tools and equipment necessary to perform their jobs, and shall maintain the same in a safe condition.
2. BISS- Management agrees it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding the health and safety conditions of employees.

C. COMMITTEE

1. OSS- Upon request, the shop steward and/or designee and the Principal or designee shall conduct an inspection tour of a work site. Specific recommendations (if any) shall be forwarded to the Director of Maintenance & Operations for review and appropriate action.
A meeting(s) of all AFT representatives and/or designees and the Director of Maintenance & Operations shall be scheduled when requested.
2. BISS- It is also agreed that employees are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Each employee has the additional responsibility of reporting unsafe conditions or equipment to his/her Principal who will resolve the reported condition in a timely manner.

D. PARKING- BISS

Off street paved parking facilities for each employee shall be provided at school sites. The Principal shall work out a program of supervision by non-teaching personnel and a copy shall be available in the Principal's office. 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 except for instances of gang activity or general rebellion when staff and/or administrators are present.

E. 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 his/her parent/ guardian or physician. Exemption is allowed when the parent/guardian states in writing that immunization is contrary to his/her 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. He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission, or
 - ii. He/she has 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 his/her 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, he/she 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 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 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.

F. 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 Student Welfare and Attendance Monitor (S.W.A.M.) training will be shared with the union.
3. When any employee acting in the performance of his/her duties is attacked, assaulted, or threatened with bodily harm by the student, the teacher or any other unit member who has knowledge of such incident, shall report the same to the Principal. The employer shall give support as follows:
 - a. The Principal shall notify the law enforcement authorities and the Superintendent.

- b. The employee's signed report of the incident shall be sent to the law enforcement authorities, the Superintendent and the Union by the Principal.
 - c. Any student who assaults or attacks an employee while the employee is acting in performance of his/her duties shall appear before the Superintendent or his/her 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 employee.
 - f. A copy of the District's emergency procedures shall be sent to the Union within ten (10) days of ratification of this agreement.
 - g. An employee 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 or his/her designated substitute fails to arrive at his/her 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 teacher or administrator to be sent to the class.

ARTICLE IX 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. EMPLOYEES HIRED AFTER JULY 1, 1987

If the number of work days worked is greater than half 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 employee has worked. If the number of work days worked is less than half 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 employee has worked.

C. DALY CITY YOUTH HEALTH CENTER- DCYHC

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

D. COMPUTATION OF WAGES FOR PAY PURPOSES

1. An employee'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 employees in the bargaining unit 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 an employee in the bargaining unit 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 an employee in the bargaining unit 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

Classified employees 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 classified employee's supervisor, the employee may extend his/her work day, with pay, to finish work necessary to be completed on that day. Classified employees shall not be required to translate/interpret.

6. Lost Checks

Any paycheck for an employee in the bargaining unit 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 employee's request of the payroll department for replacement of the check.

7. Equal Pay

There shall be no distinction between the wages paid to men and the wages paid to women for the performance of equal work.

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

Workers 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 employees to accept positions in a lower range, said employees 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 an employee 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 employee 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 resulting from this agreement or any amendments thereto within sixty (60) days of the agreement between the District and the Union.

11. Time Sheet

Workers 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 employees (variable payroll personnel excepted) in the bargaining unit 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 employees on the variable payroll shall be paid not later than the second working day of the succeeding month. All employees who work four (4) hours or more per day shall be paid in ten (10) monthly paychecks.

13. Promotion

Any employee 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 5% increase. If, in order to achieve the 5% raise, the employee must be compensated at an unearned longevity step, then his/her compensation will be maintained at that level until his/her years of service guarantee a move to the next longevity step. Under no circumstances will an employee 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 employees in the unit. For future employees:

- 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- BISS

- a. All unit members may participate in appropriate workshops that support student learning or the business operations of the District. Proposals will be reviewed by a committee of two 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. Employees may request reasons for denial. These activities shall be compensated at the employee's hourly rate if the training takes place outside of the school day.
- b. Consistent with Article VIII Section F Item 2, the district agrees that safety is a priority. The policy and scheduling for Student Welfare and Attendance Monitor (S.W.A.M.) training will be shared with the union.
- c. 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 employees in new positions will be provided on an "as-needed" basis.

17. Career Increment Program- BISS

- a. All unit members shall be compensated for work-related courses and programs in the amount of \$4.00 per semester unit (or the equivalent) per month up to a maximum of twenty-five (25) units for \$100.00 per month. 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. Courses cannot be repeated for additional units under this section.

b. In addition to #1 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 \$100.00 per month. This section takes effect on the 26th unit completed after the date of hire.

c. Basis for Credit

Salary schedule credit shall be given to classified employees 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 designed 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.

d. Request for Credit

Requests for course credit shall be completed by the employee 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 BISS and OSS employees equally with outside-of-district credentialed personnel.

ARTICLE X EMPLOYER EXPENSES

A. EMPLOYER REQUIRED HEALTH EXAMINATIONS AND COURSES

The district agrees to cover the full cost of any necessary medical examination 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 employees, the district shall also provide instructions for reimbursement for such expenses. The district will reimburse employees 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 XI LEAVES OF ABSENCE

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 employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
3. The employee 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. Employees 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 workers shall accumulate sick leave at the rate of one (1) working day per month, and part-time workers shall accumulate sick leave on the basis of hours worked in proportion to the full-time thirty-seven and one-half (37- 1/2) hours per week. Basic assignment is basis for earned sick leave.

2. Sick leave shall be earned by a worker for any month in which the worker is compensated for one-half (1/2) or more of the working day.
3. If a worker is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay and the day shall not be charged against his/her sick leave credits.
4. The employer agrees to provide each individual worker an annual statement of all accumulated sick leave.
5. Workers shall continue to accrue sick leave at their normal rate as long as they are on any type of paid leave.
6. If an employee 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. Workers absent due to illness or injury must notify the school site administrator or the Director of Maintenance/Operations of intent to be absent not later than one hour (1) before the start of the swing 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. Workers 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. Members of the bargaining unit 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 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

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

- a. Death of a member of his or her immediate family when additional leave is required beyond that provided in Education Code 45194 (Bereavement Leave not charged to sick leave)
- b. Accident, involving his or her person or property, or the person or property of a member of his or her 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 7 days of personal necessity under this section may also be used as personal business days for any reason with advance permission of the employee's supervisor, whenever such notice is possible. Such permission shall not be unreasonably denied.

2. Conversion of Unused Sick Leave

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

D. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The employee 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. An employee 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 worker of the district.
3. In addition to any other benefits that a worker may be entitled to under the workers' compensation laws of this state, workers shall be entitled to the following benefits: A worker suffering an injury or illness arising out of and in the course and scope of his/her 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 worker 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 worker 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 worker 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, he/she shall be entitled to use only so much of his/her 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 worker's sick leave or vacation credit.
6. During the paid leave of absence, the worker shall endorse to the district the temporary disability indemnity checks received for industrial accident or illness. The district, in turn, shall issue the worker'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 worker of the district.
8. A worker receiving benefits as a result of these rules and regulations during a period of injury or illness shall remain within the State of California unless the Board authorizes travel outside the state.
9. An employee 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.
10. Any time an employee on Industrial Accident or Illness Leave is able to return to work, the employee shall be reinstated to a position in the employee'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 worker. A worker on any paid leave status shall continue to earn seniority. In addition, whenever a worker is on any kind of paid leave, he/she shall receive all of the benefits provided for by this agreement as if the worker were in an actively employed status.
2. When all available leaves of absence, paid or unpaid, have been exhausted and if the worker is not medically able to assume the duties of his/her position, the worker 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 worker shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of layoff, in which case the worker shall be listed in accordance with the appropriate seniority order. The district may require a physical examination, at district expense, prior to a worker returning to work.

F. SICK LEAVE BANK

1. Participation shall be voluntary, but permitted for all employees covered by this agreement and included in the bargaining unit.
2. Each employee 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 employees 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 his/her 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 employees those days contributed or the remaining fraction thereof.

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

1. A permanent employee of the classified service 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 additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.
2. An employee, upon ability to resume the duties of a position within the class to which he/she was 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. He/she shall be restored to a position within the class to which he/she was assigned and if at all possible to his/her position with all the rights, benefits and burdens of a permanent employee.
3. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she 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 employee is able to assume the duties of his/her position, he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment. His/her re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

H. BEREAVEMENT LEAVE

1. An employee 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 employee 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: grandmother, grandfather, grandchild, aunt, or uncle of the employee 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 employee's household.
3. Members of the bargaining unit 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. Members of the bargaining unit 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, workers 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 members of the bargaining unit, when called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's work day. Employees, 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 employee shall not be required to return to work when jury duty service exceeds over one-half of the employee's normal work day.

J. EXTENDED SICK LEAVE

Once a year each employee shall be entitled to a total of one hundred (100) working days of paid sick leave, which includes sick leave days to which the employee is entitled under Article XI, Section B. Extended sick leave days shall be compensated at a rate of fifty percent (50%) of the employee's regular salary. If an employee becomes eligible for long term disability and in the prior one to thirty days was out of sick leave, that employee will receive one-half pay for those days.

K. LEAVES WITHOUT PAY: PARENTING LEAVE

1. The district shall grant leave(s) of absence for employees for pregnancy, miscarriage, and childbirth.
2. The length of the leave (including starting and ending dates) shall be determined and verified by the employee's physician.
3. Sick leave does not have to be used before the leave is granted.
4. Employees on maternity leave, as required by the employee's physician shall receive 1/2 pay and district paid benefits for the length of time this is considered a normal medical necessity unless the employee chooses to use sick leave for all or a portion of this time and then the leave is at full pay.
5. Adopting parents shall receive a six-week (6 week) leave with district-paid benefits from the first day the child is brought into the home.
6. Any employee shall have the right to utilize benefits provided under Sick Leave and Extended Sick Leave (Sections I and 4a above, respectively) for absences necessitated by disability related to pregnancy, miscarriage, childbirth and recovery.
7. The employer shall also grant unpaid child care leave. The maximum length of such leave shall be one (1) year.
8. BISS employees may request an additional year (1) leave of absence without either pay or District-paid fringe benefits for the purpose of rearing his/her child.
9. It is unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select her for a training program leading to employment, or to bar or discharge her from employment based on a bona fide occupational qualification.

L. LEAVES WITHOUT PAY: ORGANIZATIONAL LEAVE

Up to two employees, 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 worker 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

An employee shall have the right, upon request and application, for up to a one-year medical leave for physical or psychological problems subject to the following conditions:

1. Such leave shall be unpaid unless the employee qualifies for compensation under the disability programs.
2. In the event the employee and the district are in disagreement over the granting of such a leave, the employee 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 employee at the employee's request at all levels of this provision.
4. Biss employees may request an additional year (1) 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 employee 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 employees 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 employee 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. LEAVES WITHOUT PAY: FAMILY CARE AND MEDICAL LEAVE

1. Bargaining unit members who are otherwise eligible for but who are employed for less than six (6) hours per day or less than 1,250 hours per year shall be entitled to family care leave but without the District-paid benefit contribution provided in item 7 below. This leave represents the minimum available unpaid leave. The employee may request additional unpaid leave under Article XI. Family Care and Medical Leave shall run concurrently with the aforementioned leaves.
2. There is no carry-over of unused leave from one fiscal year to the next fiscal year.
3. "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years or an adult dependent child who is incapable of self-care because of a mental or physical disability.
4. If both parents of a child who are entitled to family care leave are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than twelve (12) weeks collectively.
5. The employee 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 employee must provide at least thirty (30) days written advance notice.
6. If verification is required by the District to verify the serious illness of the child, spouse or parent, the District may accept medical verification by the treating health professional.
7. 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) fiscal year, and

may be taken intermittently. The District may recover the premiums paid for the employee during the leave if the employee 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 employee.

8. The District shall require employees to use accrued vacation during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.
9. 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). An employee 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.

Q. MILITARY LEAVE

Members of the bargaining unit shall be granted any military leave to which they are entitled under law, as classified school employees. Employees shall be required to request military leave in writing and, upon request, to supply the district with "orders" and status reports.

R. SPECIAL LEAVE

Leaves of absence other than those specified in this agreement may be granted to the employee 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 employees shall be provided annually on the basis of years of service, as described below. Such allowances shall be provided part-time employees 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 employee will receive a prorated part of the vacation allowance.

Years Completed	12 Mos	11 Mos	10 Mos
0	½ per month	9/11 per month	⅓ 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. QSS- Vacation shall be granted on a fiscal year basis. At the worker'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 worker an annual statement of all accrued vacation leave.
3. Vacation for part-time workers shall accrue on the basis of hours worked in proportion to the full-time thirty-seven and one-half (37-1/2) hours per week which is worked regularly.
4. Vacation time shall continue to accrue while a worker is on any paid leave.

B. VACATION REQUEST

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

C. VACATION SCHEDULING TIME

1. Normally employees eligible for two (2) weeks vacation shall schedule one (1) vacation period.
2. Exceptions to the above vacation scheduling shall be made by mutual agreement between the employee and his/her immediate supervisor.
3. The district will make an effort to insure 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 workers on vacation.
4. A worker 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 worker supplies notice and supporting information regarding the basis for such interruption or termination.

D. VACATION UTILIZATION

1. The District encourages employees to take earned vacation days in order to maintain health.
2. Vacation shall be granted on a fiscal year basis.
3. At the worker's option, vacation may be accrued for a maximum amount of two years allowance as of June 30th. The employee has until July 31st of each year to utilize vacation days earned during the previous two years.

4. Ten (10) month employees 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 employees who have at least five years service with the District as of June 30th may be paid for up to five (5) unused vacation days beyond one year's accumulation.
6. Employees who have at least ten years service with the District as of June 30th may be paid for Up to ten (10) unused vacation days beyond one year's accumulation.
7. 11- and 12-month employees need to plan their vacation time by submitting intent to their site supervisor.

E. VACATION PAYOUT UPON TERMINATION

Each worker 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 employees in the bargaining unit the following seventeen (17) paid holidays:

1. Independence Day	8. New Year's (2 Days)
2. Labor Day	9. Martin Luther King, Jr. Day
3. Admission Day	10. Lincoln's Birthday
4. Columbus Day	11. President's Day
5. Veteran's Day	12. Spring Recess (1 Day)
6. Thanksgiving Days (2 Days)	13. Memorial Day
7. Winter Recess (2 Days)	14. Floating Holiday (1 Day)

B. HOLIDAY ELIGIBILITY

1. Employees 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, an employee will be paid only if it is a day on which the employee 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. Workers shall receive a full day's pay for each of the holidays listed above on which they perform no work. Bus/Van Drivers shall receive up to 7.5 hours pay on a holiday 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 worker works on the holiday, section D. applies.
5. If a full-time or part-time worker is required to perform work on a recognized holiday, he/she 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. Workers 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 an employee is on a paid leave of absence shall not be charged against vacation or sick leave benefits.

C. TEACHER TRAINING DAYS

Any day granted as a teacher training day, teacher institute or parent conference day, shall be a regular work day for bargaining unit members.

ARTICLE XIV HEALTH AND WELFARE BENEFITS

A. HEALTH PLAN

1. The district agrees to provide the workers, eligible dependents and registered domestic partners with an agreed upon health plan or plans with vision care for their selection.
2. The Parties agree that effective July 1, 2018, \$550k to maintain the current employees' health and welfare benefit contribution rates in 2018-19, to current employees as of the effective date of this agreement. (See Employee Contribution Information on the district website for current employer caps.)
3. The District shall additionally commit \$50,000 towards any increase in health benefit rates for 2019-2020 school year.

B. CASH IN LIEU

1. Employees 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 employee 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 employee 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. Employees who are hired on or after January 1, 2019, and employees 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 employees 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 workers, 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. Employees 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 for 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.

3. The children of a domestic partner are not eligible for coverage unless the employee has adopted them or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.
4. Please note that there are IRS reporting requirements that may impact the employee'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. Employees 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 employees. Payments shall be for 2/3 of salary up to \$80,000 annually for both accident and illness.
2. When an employee is absent because of illness or accident and has used all sick leave and vacation, that employee will receive 1/2 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 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 employee with less than ten (10) years' service in this district for a period of six (6) months. Employees 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 his/her 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 employees 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 employee 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. Employees 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 employees wishing to participate.
4. It is the employee'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 employees.
6. As per the Tax Reform Act of 1984, if an employee 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 employee administrative costs for the following Plan year. The district will retain 20% and the remaining 80% will be used to reduce (on an equal basis) each participant's administrative costs.
7. An employee has three 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. Employees 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, dependent is defined as: a child under 13; a disabled spouse, relative or household member who is a dependent of the employee for at least one-half of their support and spends eight (8) hours a day at home.
4. If the employee'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 or more dependents.
5. Expenses for this program include: Nursery schools, kindergartens and day care centers serving six 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 19 or older by calendar year end, not claimed as dependents.
6. The district will ensure that each employee has the opportunity to enroll in this plan.

J. RE-ENROLLMENT IN DISTRICT MEDICAL PLAN

If an employee 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 employee may elect to withdraw from the district health plan. If for any reason the medical plan from the spouse is discontinued, the employee agrees to immediately enter an equivalent health plan and authorize the district to re-enroll him/her in the district plan at the open-enrollment period. An employee may elect to enter alternative coverage with a spouse at any point during the year.

K. ENROLLMENT IN INSURANCE PLANS

Eligible employees 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 workers 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 workers covered by this agreement at no cost to the worker.

N. SOCIAL SECURITY

The district and workers shall participate in the Federal Old Age and Survivors Survivor's Insurance Program (Social Security).

O. MILEAGE

The district shall provide to the workers the necessary transportation for the performance of their job. No worker shall be required to provide his/her own transportation; but if the worker agrees to provide his/her own transportation, he/she 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. EDUCATIONAL INCENTIVE PLAN

An Educational Incentive Program shall be continued to provide an opportunity for growth to all workers by the successful completion of district approved courses in adult education, higher education, workshops and in-service training. This shall be an ongoing program of education and study for workers in the bargaining unit of classifications set forth in Article 11 to provide skills and on-the-job effectiveness for the benefit of the district and the worker. The district approved course shall relate directly to the position currently occupied by the

worker or to positions the worker may reasonably expect to occupy at some future date. Each worker shall be compensated for related courses and programs as defined above, in the amount of two dollars (\$2.00) per unit (fifteen hours of instruction) per month, to a maximum of twenty-five (25) hours or fifty dollars (\$50) per month. Cost of tuition and books will be reimbursed following verification and successful completion of each course. The provisions of this section are not retroactive beyond July 1, 1977.

Q. BENEFITS FOR SURVIVING SPOUSE AND DOMESTIC PARTNER

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

R. 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, an employee may retire after the end of the school year in which the employee 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 he/she enrolls in Parts A and B of Medicare and assigns his/her 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 employees 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 employees 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 employees. If the retiree's spouse also qualifies for Medicare, he/she must enroll in Parts A and B of Medicare and assign his/her 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.

S. CASH IN LIEU

1. Employees retiring before July 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 any required tax withholding, provided that the employee has an alternate medical coverage that meets the requirements of minimum essential coverage under the Affordable Care Act. The employee must elect to withdraw by December 1, 2018. The retired employee 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.

T. REIMBURSEMENT

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 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 bargaining unit member may elect, at his/her expense, to continue enrollment in the district's medical and/or dental plan due to COBRA legislation at 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 EVALUATIONS

- A. Bargaining unit employees shall be evaluated by their immediate supervisor. The evaluation shall be based on direct knowledge and observation by the evaluator.
- B. Evaluation of bargaining unit employees shall be scheduled as follows:
 1. Probationary employees shall be evaluated at the end of the first, third, and fifth month of employment. Assuming service has been satisfactory, the employee shall become a permanent employee at the conclusion of six (6) months of service.
 2. Permanent employees who have served the district for 10 years or more and whose previous evaluation met standards shall be evaluated once every four (4) years. Permanent employees between years 3 and years 9 will be evaluated every other year. Classified staff in their first or second year will be evaluated annually. Permanent employees in new positions shall be treated as probationary employees 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 employee shall be given constructive suggestions for the employee's improvement and either party may request an additional evaluation(s). The Principal/Director/Designee shall inform the employee of his/her right to Union representation at such a meeting. The Principal/Director/Designee reserves the right to notify staff of an interim evaluation. Staff 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 employee may request that his/her 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 employee's personnel file.
 6. The Principal or designee is responsible for the evaluations at the school sites and district office. Director of Maintenance and Operations shall evaluate the bargaining 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/designees and/or Director of Maintenance and Operations shall review the evaluations before they are placed in the personnel files of the employees.

- 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 employee.
 - 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 XVI PROGRESSIVE DISCIPLINE

- A. Employees 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. Employees 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 employees.
- F. INFORMAL
 - 1. Employee Counseling/Conference – The employer shall hold an informal conference with an employee to discuss concerns regarding the employee’s performance or conduct. The employer shall instruct the employee on how to remediate, or correct the behavior in question, and give the employee a reasonable amount of time, in no case less than 5 days, to show evidence of remediation. If a record of this discussion is to be included in the employee’s personnel file, the employee may respond in writing. Said response will be included in the employee’s personnel file.
 - 2. Warning Letter – If the employee 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 employee’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 employee that a formal letter of reprimand will follow if the employee’s performance or conduct continues. The warning letter will be placed in the employee’s personnel file after 5 days. The employee may respond in writing to the warning letter and said response will be attached to the warning letter.
- G. FORMAL – REPRIMAND LETTER

If the employee does not correct his/her 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 employee’s personnel file after 5 days. The employee may respond in writing to the warning letter and said response will be attached to the reprimand letter.
- H. Employees 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 XVII TRANSFER PROCEDURE

A transfer is defined as a movement of an employee from one 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 employee from one work site to another within the same classification.
- 2. At any time during the work year, bargaining 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 and by email sent to the District email address all employees 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. Employees serving in the same position within the range shall receive priority consideration.
5. When two or more employees request lateral transfers to the same position, the District shall consider each employee's skills, experience, and qualifications, along with affirmative action goals of the District.
6. If all required qualifications are equal, and the transfer would not violate the affirmative action goals of the District, the employee with the greatest District-wide seniority shall be offered the vacant position.
7. The employer, if so requested, will notify in writing all employees who are not accepted, specifying the reasons for the denial.
8. In the event that those employees who have priority rights to be considered for the vacant position do not apply, the employer shall post notice on the AFT bulletin board.
9. If the reassigned worker's most recent evaluation is negative, the worker shall serve a probationary period of six months in the new position.

B. INVOLUNTARY TRANSFER PROCEDURE

1. An involuntary transfer is a transfer initiated by the administration without the involved employee's approval, which results in the movement of that employee from one 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 employees who are eligible respond affirmatively and an involuntary transfer is necessary, the district shall consider the following criteria:
 - a. Qualifications and experience
 - b. All required criteria being equal, least district seniority
 - c. Copies of all correspondence to employees affected regarding involuntary transfers shall be forwarded by the employer to the union.
 - d. Written notice of each involuntary transfer shall be given to each employee being transferred seven (7) working days after the voluntary transfer procedures have been exhausted.
 - e. If the reassigned worker's most recent evaluation is negative, the worker shall serve a probationary period of six months in the new position.

C. ADMINISTRATIVE REASSIGNMENT- OSS

1. The site administrator/designee may reassign workers on a temporary or permanent basis at any time such reassignments are necessary for the efficient operation of the district.
2. Workers 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 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 worker 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 XVIII PROMOTIONAL PROCEDURE

A promotion is a non-lateral move by an employee into a higher classification.

- A. At any time during the work year, bargaining 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 all district employees. 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. District employees interested in a promotion will apply directly to the applicable supervisor by submitting an application.
 1. The Associate Superintendent of HR or designee shall paper screen all applications and select those who meet the stated qualifications for testing.
 2. All qualified applicants shall be given the opportunity to take a thorough and rigorous content matter and/or performance test that conforms to the appropriate state and/or federal standards.
 3. All test-takers who score above the cut score for the administered test(s) shall be interviewed. The interview may be waived if only one employee remains eligible.
 4. If there are two or more classified employees who qualify for a vacancy, all internal applicants who have successfully completed the qualifying procedures set forth above shall be interviewed by the selection committee and/or supervisor or administrator.
 5. The most qualified employee will be offered the position, including consideration of skill, experience, qualifications, seniority, and interview performance.
 6. If no classified employees qualify for a vacancy, the district may interview and hire qualified outside applicants.
- D. OSS only- The employer, if so requested, will notify in writing all employees who are not accepted, specifying the reasons the employee was not selected.
- 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 days of governing board acceptance of the separation.

ARTICLE XIX SUMMER SCHOOL, ESY, & OTHER SEASONAL EMPLOYMENT (BISS ONLY)

- A. SUMMER SCHOOL AND SEASONAL EMPLOYMENT
 1. Positions created for summer school or other seasonal employment opportunities shall be posted by April 1. All unit members shall also be notified by District email on 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-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 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, aides will be paid their normal hourly rates for the number of days comprising the ESY (minimum of 20, holiday(s) included).
2. Six hour aides are the default aides assigned to ESY. In the case of a last minute emergency requiring the replacement of an aide, seniority from the respective site shall determine who is assigned for the current ESY session.
3. In the case where fewer aides 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.
4. Therapeutic Day School and Adult Transition Program aides are required to work offered ESY assignments.

ARTICLE XX 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 employees in available vacancies for which they are qualified.
- D. In the event of a reduction in workforce, the following procedures will be implemented:
 1. An employee 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 employee 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 or more employees in the eliminated positions held the same job previously, the most senior person (total hours) has the first choice.
 6. An employee may take a layoff in lieu of bumping. An employee who is laid off has 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 XXI 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 bargaining 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 bargaining unit member is required to be in attendance.

B. REPRESENTATION

1. An employee may be represented at Steps 1, 2, or 3 of the grievance procedure by himself/herself, a representative of his/her choice, or at his/her option by a representative elected by the union. After Step 3, the employee must have the concurrence of the union to proceed to Step 4.
2. If an employee is not represented by the union, the union shall have the right to be in an observer role unless otherwise requested by the employee.
3. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal, the grievance shall be submitted in writing to the superintendent and the processing of such grievance shall be commenced at Step 2.

C. GENERAL PROVISIONS

1. The employee shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the employee notifies the district at least two (2) days in advance that he/she will be represented by legal counsel.
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 employee or union to adhere to the submission deadline shall mean the employee waives any right to further appeal. Failure on the part of the employee, the employee'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 an employee 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.

D. PROCEDURE

First Submission - Informal - Any employee within the bargaining unit shall first discuss the grievance informally with the principal/director/designee, whether directly or accompanied by the union representative, with the object 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 employee 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 employee's request for such a meeting.

Step 1 Formal Submission

If the grievance is not settled to the satisfaction of the employee in an informal process, the grievance shall be presented in writing to the principal/director/designee within 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 his/her 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 his/ her 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 his/her 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 question arises as to the arbitrability of the grievance, such question 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 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 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 his/her 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 his/her findings of fact, reasons, and conclusions on the issues submitted. If the arbitrator determines that additional time for his/her decision is necessary, the arbitrator shall have discretion to issue such decision 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 his/her 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 provided 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.

E. MISCELLANEOUS

- 1. 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 his/her immediate supervisor.
- 2. 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.

ARTICLE XXII 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 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 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 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 employees 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 his/her 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 employees (if BISS member) at any time. The recall occurs if the faculty or BISS employees 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 he/she does 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 same which is signed by 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 XXIII EFFECT OF AGREEMENT

This agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XXIV 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 XXV 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 XXVI JOINT COMMITTEES ON HEALTH AND WELFARE, AND EVALUATIONS

The parties agree to enter into a side letter to create joint committees regarding (1) Health and Welfare and (2) Evaluations

ARTICLE XXVII REOPENERS

The Parties agree to the following reopeners:

- A. Compensation: Salary and Benefits only for 2020-2021 school year.
- B. Evaluations: Assigned to joint committee for study in 2018-2019, with implementation in 2019-2020 following formal approval of both parties.
- C. Discipline: Automatic re-opener in 2019-2020
- D. Grievances: Automatic re-opener in 2019-2020

ARTICLE XXVIII DURATION OF AGREEMENT

This agreement and each of its provisions are binding and effective as of October 5, 2018 and shall continue in full force and effect until June 30, 2021.

APPENDIX A SALARY SCHEDULES

APPENDIX B MEMORANDUMS OF UNDERSTANDING

APPENDIX C SIDE LETTERS

APPENDIX D EVALUATION FORMS