7-1-1992

Sacramento City Unified School District and Service Employees International Union, AFL-CIO, Local 22 & Sacramento Association of Classified Educational Employees, AFL-CIO, Local 22 (1992)

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Sacramento City Unified School District and Service Employees International Union, AFL-CIO, Local 22 & Sacramento Association of Classified Educational Employees, AFL-CIO, Local 22 (1992)

Location
Sacramento, CA

Effective Date
7-1-1992

Expiration Date
6-30-1995

Number of Workers
2300

Employer
Sacramento City Unified School District

Union
Service Employees International Union; Sacramento Association of Classified Educational Employees

Union Local
22; 22

NAICS
61

Sector
Local government

Item ID
6178-008b185f022_03

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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Agreement Between

Board of Education
Sacramento City
Unified School District

and

Local 22, SEIU
Service Employees
International Union, AFL-CIO

and

SACEE-SEIU Local 22
Sacramento Association of
Classified Educational
Employees / Service Employees
International Union, Local 22,
AFL-CIO

July 1, 1992 - June 30, 1995
December 15, 1992

2,300 Employees

Unit A—Police Officers Unit
Unit B—Aides-Paraprofessional Unit
Unit C—Operations-Support Services Unit
Unit D—Office-Technical Unit
The Table of Contents for this document begins on image 14

Page 1 is image 21

Prior to that, image 3 is a memorandum about errata to the July 1, 1992 - June 30, 1995 Agreement between the Board of Education of the Sacramento City Unified School District and the Service Employees International Union, Local 22

The corrections appear on images 5 and 6
MEMORANDUM

TO: All SEIU Contract Holders
FROM: Julian Cane, Administrator
       Employee Relations
DATE: June 30, 1993
RE: Errata to the July 1, 1992 – June 30, 1995 Agreement
    Between the Board of Education of the Sacramento City Unified
    School District and the Service Employees International Union,
    Local 22

Following is the corrected copy for several errors printed in the current contract
between the District and SEIU. Please adjust your copy to reflected these
corrections.

Thank you.

[Signature]
For the District

7-7-93
Date

[Signature]
For the Union

7-6-93
Date

Attachment
SACEE-SEIU LOCAL 22

NEGOTIATING TEAM

Unit A—Security Officers Unit
Lawrence O'Connor

Unit B—Aides—Paraprofessional Unit
Claudette Bullard
Martha Fay Delavan
Billié Newman
Virginia Northrup

Unit C—Operations—Support Services Unit
Margarita Cervantes
Nora S. Cota
Jesse Garcia
John Glynn
Donna Pack
Gary Powell
Donna Williams

Unit D—Office—Technical Unit
Sylvia Bonilla
JoAnn Chance
Bettye Cooper
Lynda Kimble
Linda McNeill

Ex-Officio
5.4 Maintenance of Membership

All bargaining unit employees who are members of the Union shall remain members of the Union for the duration of the Agreement. Members who wish to withdraw from the Union may do so by submitting a written statement indicating the desire to withdraw from membership in the Union only during a thirty (30) calendar day period immediately preceding expiration of the Agreement.

PLEASE DELETE THIS SECTION.

Medical Coverage

The parties agree to modify the co-pay on the enhanced Foundation plan from $1 for doctor and prescription visits to $5; however, Foundation plan members who utilize the mail order prescription service shall pay $3. This shall take effect October 1, 1990.

Additionally, the District agrees to pay 100% of the cost of eligible employees and their dependents on all agreed to health plans—Kaiser, Health Net, and Foundation.

Classified employees selecting single coverage shall receive a monthly cash refund (subject to taxes) as follows: This amount shall be paid out quarterly.

Kaiser Singles $46.30
Health Net $37.10
Foundation Singles $23.46

These amounts shall be adjusted in future years by the amount of the negotiated salary increase.

PLEASE ADD THE ABOVE LANGUAGE.
7.5.2 Employees Who work More Than Three (3) But Less Than Four (4) Hours

Bargaining unit employees who work at least three (3) hours per day but less than four (4) hours per day for the District may elect, and having elected, become entitled to a pro rata share of $80 per month for insurance benefits for the employee only. Such employee must enroll for the entire insurance program and may include dependents under the insurance program. Hours spent on in-unit work and on out-of-unit work will be counted in determining eligibility for this benefit.

ORIGINAL PRINTING STATED A PRO RATA SHARE OF $60. PLEASE CHANGE TO $80 AS ABOVE.
TENTATIVE AGREEMENT

Between
Sacramento City Unified School District
and
Service Employees International Union, AFL-CIO, Local 22

December 15, 1992

Preamble to Tentative Agreement

The parties, having met and negotiated pursuant to the Educational Employment Relations Act, hereby agree to the following provisions for a successor Agreement.

This agreement also involves the parties' understandings concerning reductions in the District's budgeted expenses through the elimination of certain unit work and through modifications in the Collective Agreement. Therefore, the two components of this agreement are:

1. The changes to the Collective Agreement; and
2. A Letter of Understanding containing provisions covering program restoration and further program reductions.

Tentatively Agreed:

Bill Camp
For the District

12/15/92
Date

Dick J. Holbrook
For SEIU

12/15/92
Date
The Sacramento City Unified School District, hereafter called the "District," and the Service Employees International Union, AFL-CIO, Local 22, hereafter called the "Union," agree to the following:

Preamble

The overall purpose of this Letter of Agreement is to set forth certain understandings between the parties during the negotiations leading to the three-year contract agreed to by the parties. The parties have agreed to compensation changes based on fiscal crisis of the State of California and the District's budget deficit.

A. Further Reductions

In order to continue to assume its fair share of the cuts necessary to meet the deficit of the budget of the District, SEIU agrees to the following reductions:

- Independent Study Program Reduction $65,000
- Adult Education Retirees $40,000
- Golden Handshake Residual $60,000
- One (1) furlough day (holiday) $120,000
- Reduce Substitutes/Temporary Replacements $50,000
- Classified attrition in excess of budget for 91-92 $0

TOTAL: <$335,000>

B. Restorations

Ten (10) custodians (12/1/92 hiring date) $160,000
Approximately 10 of the 16 undesignated classified positions scheduled for layoff (remainder of positions to be eliminated by freezing positions during 1992-93) $175,000

TOTAL: $335,000

C. Contracting-Out Unit Work

1. If the District alters the current practice of contracting-out unit work to individuals of another employer, then the District will provide a timely notice to the Union, if possible, six months in advance of the implementation.

2. The District will negotiate the effects of such contracting out.
3. Such contracting-out will be only for purposes of legitimate business efficiencies.

D. Safety Committee

The parties will refer to the Safety Committee the issue of health problems attributable to video display terminals at the workplace.

E. Retiree Benefits

The parties will refer to the Health and Welfare Committee the issue of modifying retiree insurance benefits for those who retire after the ratification of this agreement.

F. State Disability Insurance

During 1992-93 the District will coordinate an election conducted by the State Mediation and Conciliation Service regarding the adoption of employee-paid State Disability Insurance for classified employees.

G. Other Restorations

The parties recognize that the SEIU unit in 1992-93 was reduced proportionately to the share of the general fund budget. The District will therefore restore classified service on a proportionate basis upon significant reinstatement of services performed by any other work unit, which is not otherwise matched by an equivalent reduction within that unit.

H. Additional Reductions

The Union understands that the elimination of the furlough day after 1992-93 may require an equivalent reduction in classified services in order to match the recurring expense of the loss of the furlough day.

I. Police Unit Member

1. The District will offer employment opportunities through recall for the work previously done by laid-off police officers. This work will be offered to laid-off employees before being offered to any individual who was not previously employed by the District.
K. Duration

This Letter of Agreement will run from the date of ratification by the parties through June 30, 1995.

Agreed:

For the District

Date

For SEIU

Date

12-15-92
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Board of Education

Bill Camp, President
Jo Ann Yee, Vice President
Michelle Masoner, 2nd Vice President
Nancy Findeisen
Louise Perez
Ida Russell
Mary Wimberly
Samantha Washington (Student)

Administration

Rudolph F. Crew, Superintendent
Charles K. Miura, Deputy Superintendent
Instruction/Support Services

Lyle E. Eickert, Deputy Superintendent
Business Services

District Negotiating Team

Donald Turko, Board Negotiator
William Kay, Board Negotiator

Delois Davis-McDuffie, Director, Food Services
Consuelo De Los Reyes, Director, Affirmative Action
Billie Egolf, Director, Classified Personnel
Honoruth Finn, Director, Employee Assistance
John Haycox, Director, Transportation
Dick Niday, Director, Maintenance and Operations
Ray Rodriguez, Administrator, Facilities Services
SEIU LOCAL 22
OFFICERS AND REPRESENTATIVES

President
Jo Ann Chance

Vice President
Irene Ward

Executive Secretary Treasurer
Ruth Holbrook

Union Representative
Ruth Holbrook

Executive Board (SCUSD)
John Glenn
Jayburn Ron Kelly
Billie Newman
SACEE-SEIU LOCAL 22
NEGOTIATING TEAM

Unit A--Security Officers Unit

Unit B--Aides-Paraprofessional Unit

Unit C--Operations-Support Services Unit

Unit D--Office-Technical Unit

Ex-Officio
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<td>Exemptions From Contract</td>
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<td>Duration</td>
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<td>Special Provisions for 1992-93</td>
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<td>Signing of Agreement</td>
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<td>22</td>
<td>No Strike</td>
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Appendix

A Rules and Regulations of the Salary Schedule

Attachments

A Informational Material Concerning Reduction in Force and Discipline Procedures

B Family Rights Act of 1991
PREAMBLE

Sacramento City Unified School District
Mission Statement: "To build an integrated learning community that educates and empowers children and adults to reach their fullest potential, and to participate fully in a continuously changing world."

The Sacramento City Unified School District, hereinafter referred to as "District," and Service Employees International Union, Local 22, AFL-CIO, and Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22, AFL-CIO, hereinafter referred to as "Union," agree as follows:
ARTICLE 1—UNION CERTIFICATION AND RECOGNITION

1 Union Certification

1.1 The California Public Employment Relations Board has certified the Service Employees International Union, Local 22, AFL-CIO as the sole and exclusive bargaining representative for the classified employees in the following bargaining units:

1.1.1 The Operations-Support Services Unit

1.1.2 The Police Officers Unit

1.1.3 The California Public Employment Relations Board has certified the Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22 as the sole and exclusive bargaining representative for the classified employees in the following bargaining units:

1.1.4 The Office-Technical Unit

1.1.5 The Aides-Paraprofessional Unit

1.2 Union Recognition

1.2.1 Therefore, the District recognizes the Service Employees International Union, Local 22, AFL-CIO as the sole and exclusive bargaining representative for the two bargaining units listed in Sections 1.1.1 and 1.1.2 above; and

1.2.2 Therefore, the District recognizes the Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22 as the sole and exclusive bargaining representative for the two bargaining units listed in Sections 1.1.4 and 1.1.5 above.

1.3 Bargaining Units

1.3.1 Each of the bargaining units in 1.1 and 1.2 above includes the appropriate job classifications provided below, excluding all management, confidential, and supervisory employees.

1.3.2 Police Officers Unit

The Police Officers Unit includes the following job classes:

1.3.2.1 Inclusions

1.3.2.1.1 Police Officer
1.3.2.2 Exclusions

1.3.2.2.1 Employees in the above classifications who are serving in a short-term, substitute or short-term temporary capacity are excluded from the bargaining unit.

1.3.2.2.2 All management, supervisory and confidential employees.

1.3.3 Aides-Paraprofessionals Unit

The Aides-Paraprofessional Unit includes the following job classes:

1.3.3.1 Inclusions

1.3.3.1.1 Behavioral Management Technician

1.3.3.1.2 Campus Monitor

1.3.3.1.3 Career Information Technician

1.3.3.1.4 Child Guidance Assistant

1.3.3.1.5 Community of Caring and Prevention/Intervention Program Assistant

1.3.3.1.6 Health Aide I, Special Education

1.3.3.1.7 Health Aide II, Special Education

1.3.3.1.8 In-House Suspension/Staff Assistant

1.3.3.1.9 Instructional Aide

1.3.3.1.10 Instructional Aide (CH/D/HH)

1.3.3.1.11 Instructional Aide, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH)

1.3.3.1.12 Instructional Aide/Computer Lab Assistant

1.3.3.1.13 Instructional Assistant I

1.3.3.1.14 Instructional Assistant I (CH/D/HH)

1.3.3.1.15 Instructional Assistant I, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH)

1.3.3.1.16 Instructional Assistant I/Computer Lab Assistant

1.3.3.1.17 Instructional Assistant II

1.3.3.1.18 Instructional Assistant II (CH/D/HH)

1.3.3.1.19 Instructional Assistant II, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH)
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<th>Title</th>
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<td>Instructional Assistant II/Computer Lab Assistant</td>
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<td>Interpreter for the Deaf</td>
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<td>Interpreter for the Deaf II</td>
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<td>Interpreter for the Deaf III</td>
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<td>1.3.3.1.24</td>
<td>Job Developer</td>
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<td>Media Technician</td>
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<tr>
<td>1.3.3.1.27</td>
<td>Media Technician II</td>
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<tr>
<td>1.3.3.1.28</td>
<td>Programmed Tutoring Assistant</td>
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<tr>
<td>1.3.3.1.29</td>
<td>School Community Liaison</td>
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<tr>
<td>1.3.3.1.30</td>
<td>School Community Liaison II</td>
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<td>1.3.3.1.31</td>
<td>School Community Liaison III</td>
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<td>Student Outreach Worker</td>
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<td>Teacher Assistant, Bilingual I/Computer Lab Assistant</td>
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<td>Teacher Assistant, Bilingual II/Computer Lab Assistant</td>
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<td>Teacher Assistant (Bilingual) I, Hindustani</td>
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<td>Teacher Assistant (Bilingual) I, Hmong</td>
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<td>1.3.3.1.38</td>
<td>Teacher Assistant (Bilingual) I, Japanese</td>
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<td>1.3.3.1.39</td>
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<td>Teacher Assistant (Bilingual) I, Laotian</td>
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<td>Teacher Assistant (Bilingual) I, Mien</td>
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<td>1.3.3.1.42</td>
<td>Teacher Assistant (Bilingual) I, Spanish</td>
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<tr>
<td>1.3.3.1.43</td>
<td>Teacher Assistant (Bilingual) I, Vietnamese</td>
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<tr>
<td>1.3.3.1.44</td>
<td>Teacher Assistant (Bilingual) II, Cantonese</td>
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<td>1.3.3.1.45</td>
<td>Teacher Assistant (Bilingual) II, Hindustani</td>
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<td>1.3.3.1.46</td>
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<td>1.3.3.1.48</td>
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1.3.3.1.49 Teacher Assistant (Bilingual) II, Laotian
1.3.3.1.50 Teacher Assistant (Bilingual) II, Mien
1.3.3.1.51 Teacher Assistant (Bilingual) II, Spanish
1.3.3.1.52 Teacher Assistant (Bilingual) II, Vietnamese
1.3.3.1.53 Teacher Associate
1.3.3.1.54 Teacher Associate (CH/D/HH)
1.3.3.1.55 Teacher Associate, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH)
1.3.3.1.56 Teacher Associate/Computer Lab Assistant
1.3.3.1.57 Teacher Candidate
1.3.3.1.58 Teacher Candidate/Computer Lab Assistant
1.3.3.1.59 Vocational Education Technician
1.3.3.1.60 Walking Attendant
1.3.3.1.61 Youth Employment Services Technician

1.3.3.2 Exclusions
1.3.3.2.1 Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.
1.3.3.2.2 All management, supervisiorial, confidential employees and noon-duty assistants.

1.3.4 Operations-Support Services Unit
The Operations-Support Services Unit includes the following job classes:

1.3.4.1 Inclusions
1.3.4.1.1 Air Conditioning and Refrigeration Installation and Repairperson/Plumber
1.3.4.1.2 Asbestos Repair Worker
1.3.4.1.3 Asbestos Repair Worker, 2nd Shift
1.3.4.1.4 Asbestos Repair Worker/Trainee
1.3.4.1.5 Asbestos Repair Worker/Trainee, 2nd Shift
1.3.4.1.6 Assistant Foreman, Electrician
1.3.4.1.7 Automotive Service Attendant
1.3.4.1.8 Backflow Prevention/Water Treatment Technician
1.3.4.1.9 Bus Attendant
1.3.4.1.10 Bus Driver I
1.3.4.1.11 Bus Driver II
1.3.4.1.12 Carpenter
1.3.4.1.13 Carpenter, Assistant Foreperson
1.3.4.1.14 Construction Inspector
1.3.4.1.15 Custodian
1.3.4.1.16 Deliveryworker
1.3.4.1.17 Electrician
1.3.4.1.18 Electronics Technician
1.3.4.1.19 Electronics Technician, Assistant Foreperson
1.3.4.1.20 Engineer
1.3.4.1.21 Floor Maintenance Worker
1.3.4.1.22 Floor, Tile and Shade Repairperson
1.3.4.1.23 Food Service Assistant I
1.3.4.1.24 Food Service Assistant II
1.3.4.1.25 Glazier
1.3.4.1.26 Laborer
1.3.4.1.27 Laborer, Assistant Foreperson
1.3.4.1.28 Laborer-Gardener
1.3.4.1.29 Laborer-Gardener, Assistant Foreperson
1.3.4.1.30 Laborer-Gardener/High School
1.3.4.1.31 Lead Construction Inspector
1.3.4.1.32 Locksmith/Hardware Repair Technician
1.3.4.1.33 Night Watchperson
1.3.4.1.34 Painter, Brush
1.3.4.1.35 Painter, Sign
1.3.4.1.36 Painter, Spray
1.3.4.1.37 Pest Control Technician
1.3.4.1.38 Plumber
1.3.4.1.39 Plumber, Assistant Foreperson
1.3.4.1.40 Power Equipment Machinist
1.3.4.1.41 Roofer
1.3.4.1.42 Safety Technician
1.3.4.1.43 Sprinkler Fitter/Plumber Assistant
1.3.4.1.44 Swimming Pool Custodian
1.3.4.1.45 Toolroom Attendant
1.3.4.1.46 Transportation Mechanic
1.3.4.1.47 Transportation Shop Foreperson
1.3.4.1.48 Transportation Specialist
1.3.4.1.49 Utility Worker
1.3.4.1.50 Utility Worker/Central Operations
1.3.4.1.51 Warehouse Worker
1.3.4.1.52 Watchperson, Weekends and Holidays
1.3.4.1.53 Welder
1.3.4.2 Exclusions
1.3.4.2.1 Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.
1.3.4.2.2 All management, supervisory and confidential employees.

1.3.5 Office-Technical Unit

The Office-Technical Unit includes the following job classes:

1.3.5.1 Inclusions
1.3.5.1.1 Account Clerk I
1.3.5.1.2 Account Clerk II
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<thead>
<tr>
<th>Code</th>
<th>Job Title</th>
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<tbody>
<tr>
<td>1.3.5.1.3</td>
<td>Accounting Technician</td>
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<td>1.3.5.1.4</td>
<td>Administrative Secretary</td>
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<td>1.3.5.1.5</td>
<td>Administrative Secretary to the Area Administrator</td>
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<td>1.3.5.1.6</td>
<td>Administrative Secretary to the Assistant Superintendent</td>
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<td>1.3.5.1.7</td>
<td>Associate, Systems Analyst/Programmer II</td>
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<td>1.3.5.1.8</td>
<td>Attendance Technician I</td>
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<td>1.3.5.1.9</td>
<td>Attendance Technician II</td>
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<td>1.3.5.1.10</td>
<td>Braille Transcriber</td>
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<td>Budget Technician I</td>
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<td>Business Operations Specialist</td>
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<td>Clerical Specialist, Child Development Programs</td>
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<td>1.3.5.1.18</td>
<td>Clerical Technician - Independent Study Program</td>
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<td>1.3.5.1.21</td>
<td>Clerk III</td>
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<td>Clerk, Children's Center</td>
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<td>1.3.5.1.23</td>
<td>Cluster Program Technician</td>
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<td>1.3.5.1.24</td>
<td>Computer Operator I</td>
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<tr>
<td>1.3.5.1.25</td>
<td>Computer Operator II</td>
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<td>1.3.5.1.26</td>
<td>Consolidated Programs Technician</td>
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<td>1.3.5.1.27</td>
<td>Controller, Adult Education</td>
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<td>1.3.5.1.28</td>
<td>Controller, High School</td>
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<td>1.3.5.1.29</td>
<td>Counseling Office Technician</td>
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<td>1.3.5.1.30</td>
<td>Data Control Specialist</td>
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1.3.5.1.31 Data Entry Technician
1.3.5.1.32 Data Technician
1.3.5.1.33 EDP Programmer
1.3.5.1.34 Elementary School Secretary
1.3.5.1.35 Employee Assistance Liaison
1.3.5.1.36 Employee Benefits Technician
1.3.5.1.37 Field Auditor
1.3.5.1.38 Library Media Technical Assistant
1.3.5.1.39 Magnet Enrollment Technician
1.3.5.1.40 Magnet Program Technician
1.3.5.1.41 Maintenance and Operations Clerk
1.3.5.1.42 Management Information Technician
1.3.5.1.43 Middle School Secretary
1.3.5.1.44 Payroll Technician
1.3.5.1.45 Personnel Technician I
1.3.5.1.46 Personnel Technician II
1.3.5.1.47 Programmer Analyst
1.3.5.1.48 Programmer Analyst I
1.3.5.1.49 Pupil Personnel Records Technician
1.3.5.1.50 Registrar
1.3.5.1.51 Reproduction Leadworker
1.3.5.1.52 Reproduction Operations Assistant
1.3.5.1.53 Reproduction Technician I
1.3.5.1.54 Reproduction Technician II
1.3.5.1.55 Research Technician I
1.3.5.1.56 Research Technician II
1.3.5.1.57 School Bookkeeper
1.3.5.1.58 School Secretary I
1.3.5.1.59 School Secretary I, High School
1.3.5.1.60 School Secretary II, High School
1.3.5.1.61 Secretary I
1.3.5.1.62 Secretary II
1.3.5.1.63 Senior Programmer Analyst
1.3.5.1.64 Senior, Systems Analyst/Programmer II
1.3.5.1.65 Statistical Clerk
1.3.5.1.66 Systems Programmer
1.3.5.1.67 Systems Programmer II
1.3.5.1.68 Systems Programmer II, Categorical Programs
1.3.5.1.69 Telephone Operations Assistant
1.3.5.1.70 Warehouse Records Clerk
1.3.5.1.71 Workers' Compensation Technician

1.3.5.2 Exclusions
1.3.5.2.1 Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.
1.3.5.2.2 All management, supervisory and confidential employees.

1.4 Negotiations Only with Union
1.4.1 The District agrees not to meet and negotiate with any classified employee organization other than the Service Employees International Union, Local 22, and the Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22 for the duration of this Agreement. Furthermore, the District agrees not to negotiate with any classified employee individually during the duration of the Agreement on matters within the scope of negotiations as specified in Senate Bill 160.

1.5 Board Recognition
1.5.1 The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.
1.6 Union Representation of Bargaining Unit Employees

1.6.1 The Union agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than classified employees in one (1) of the bargaining units.

1.7 New Job Classifications

1.7.1 The District agrees to notify the Union of the need for any new job classifications created in the District. The District further agrees to meet and negotiate in a timely manner with the Union regarding the appropriate salary rate and the bargaining unit designation to which the job class will be assigned.

1.7.2 When a new regular job classification is created, the District will establish the temporary rate of pay. The permanent rate of pay, when agreed upon by the District and the Union and ratified by the Board of Education, shall be effective retroactively to the date of assignment.
ARTICLE 2—DEFINITION OF TERMS

2.1 "The Rodda Act" or "The Act" or SB 160 means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.

2.2 "Regular Employee" means an employee who has probationary or permanent status.

2.3 "Probationary Employee" means an employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.

2.4 "Permanent Employee" means an employee who has completed a probationary period in a regular position in the classified service, and who is employed for an unlimited period of time, subject to District policies.

2.5 "Long-Term Temporary Employee" means any person who is employed to perform a service for the district for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, Board-granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time.

2.6 "Short-Term Temporary Employee" means any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

2.7 "Short-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of less than six (6) months.

2.8 "Long-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, Board-granted holidays, and earned vacation.

2.9 "Limited-Term Assignment" means a permanent or probationary employee who is transferred to a position of limited duration or replaces another employee on leave of absence. The employee retains his/her basic employment classification during the course of such assignment.

2.10 "A Full-Time Employee" means a member of the unit who is assigned to work eight (8) hours per day.

2.11 "A Part-Time Employee" means a member of the unit who is assigned to work less than eight (8) hours per day.
"Exclusive Representative" means the Service Employees International Union, Local 22, and Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22.

"Union" means SEIU, Local 22, AFL-CIO, and/or SACEE/SEIU, Local 22.

"SEIU or SACEE/SEIU" means the Service Employees International Union, Local 22, AFL-CIO, or Sacramento Association of Classified Educational Employees/Service Employees International Union, Local 22.

"District" means the Sacramento City Unified School District.

"Board" means the Governing Board of the Sacramento City Unified School District.

"Superintendent" means the superintendent of the Sacramento City Unified School District.

"Unit Administrator" means the principal or administrator of one (1) or more schools or departments with total responsibility to manage all affairs of the school(s) or department(s) including general control and supervision of all certificated and classified employees assigned to serve in the school(s) or department(s).

"School Year" means the yearly period from July 1 to June 30.

"District Seniority" means the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or permanent position, as provided in Article 14, Section 3.1 of this Agreement, including all time in paid status (vacation, holidays, sick leave, etc.), authorized unpaid leaves of less than thirty (30) days, and time spent on unpaid leaves for Union business, excluding any service which ended in termination if the employee was not rehired within one (1) year after the termination.

"District Seniority-Layoff" means total time of service including years of service prior to July 1, 1971, and after July 1, 1971, all hours in paid status as set forth in the Education Code.

Other definitions applicable to a specific article are included in the appropriate article.
ARTICLE 3--UNION RIGHTS

3 Printing Agreement

3.1 The District and the Union agree to have this Agreement printed after it has been ratified by both parties.

3.1.2 The cost of printing shall be borne equally by the Union and the District.

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new employees in the bargaining unit.

3.2 Union Stewards

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

3.3 Steward Presence

3.3.1 The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected.

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 Number of Stewards

3.4.1 No shop steward may be selected to represent a site or department which is not the site or department to which he/she is assigned.
3.4.2 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.2.1 Each school in the District. (1)
3.4.2.2 Each worksite other than a school mutually agreed to by the Union and the District; at present:

- Central Warehouse ........................ 1
- District Office .............................. 1
- District Office Annex .................... 1
- Each Children's Center .................. 1
- Each Preschool ............................ 1
- Each Adult Education Center .......... 1
- John Morse Center ....................... 1
- Transportation ............................ 2
- Leland Stanford Annex .................. 2

3.4.2.3 Any additional site or school mutually agreed to by the Union and the District during the life of this Agreement.

3.4.2.4 One (1) shop steward for each school or department which has a swing and/or graveyard shift.

3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. Alternate stewards shall have no authority if the shop steward is present and available.

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Police Officers Unit

- One (1) chief steward day shift.

3.4.4.2 Aides-Paraprofessional Unit

- Two (2) chief stewards day shift

3.4.4.3 Operations-Support Services Unit

- One (1) chief steward for Transportation
- One (1) chief steward for Operations
- One (1) chief steward for Food Services
- One (1) chief steward for Maintenance

3.4.4.4 Office-Technical Unit

- Two (2) chief stewards day shift.

3.4.5 Lists of Stewards and Posting

The Union shall submit to the District a list containing the names of Union stewards. Such lists will be kept current. The Union will post the name of the shop steward on the site or school employee bulletin board.
3.5.6 Chief Steward Release Time Bank

The District shall provide a release time bank to the Union of ninety-six (96) hours per fiscal year whose purpose shall be to provide chief stewards with paid release time. Requests for use of the release time bank must be submitted to the administrator, Employee Relations, for approval at least forty-eight (48) hours prior to their use. Release time may be taken in increments of one (1) hour or more.

3.5 Union Staff Access

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head advance notice of his/her intended visit.

3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.

3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.

3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.

3.5.1.6 The Union will be provided access to employee bulletin boards at each school and administrative site.

3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.

3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.
3.6 Released Time for Employees

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay.

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent’s designee for employee relations to the affected school or office. Members and alternates, if any, shall be named by the Union and reported to the superintendent’s designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.7 Union Requests for Information

3.7.1 The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit. The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.

3.7.2 The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative’s duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8 Non-Discrimination

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.
3.8.4 No classified employee shall be subject to sexual harassment as defined in District policy.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 Liaison Committee

The Union shall be permitted to form an SEIU Classified Liaison Committee, which, upon the Union's request and at a mutually agreeable time, will meet with the superintendent or other designated District personnel to review and discuss current problems and practices and the administration and enforcement of this Agreement within the District/unit.
ARTICLE 4—DISTRICT RIGHTS

4 District Powers and Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

4.1 To determine and administer policy.

4.1.1 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or promotion.

4.1.2 To delegate to the superintendent and other legally appointed officers the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs.

4.2 Limitations of District Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
ARTICLE 5--UNION SECURITY

5.1 Employee's Choice to Join or Not Join Union

The parties agree that each member of the bargaining unit is free to join or to refrain from joining the Union.

5.2 No Interference with Employee's Choice

The parties further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Union.

5.3 Dues Authorization

Any member of the unit who is a member of the Union, or has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Union. The District shall not be required to make deductions for special political assessments. The District shall promptly transmit all dues deducted pursuant to this paragraph.

5.4 Maintenance of Membership

All bargaining unit employees who are members of the Union shall remain members of the Union for the duration of the Agreement. Members who wish to withdraw from the Union may do so by submitting a written statement indicating the desire to withdraw from membership in the Union only during a thirty (30) calendar day period immediately preceding expiration of the Agreement.

5.5 Dues Deduction

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Union and the Board.

5.6 Agency Fees

5.6.1 Any unit member who is not a member of the Union, or who does not make application for membership within thirty days of the operative date of this Article, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Union to ensure that such fee is legally determined and legally appropriate.
The fee shall be payable to the Union in one lump sum cash payment within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) days from the operative date of this Section.

In the event that a unit member does not pay such fee directly to the Union or qualify as an objector exempt from the fee, the Union shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic payroll deduction as provided in Education code Section 45061, subject to other legal constraints and under the procedures set forth in this Article.

5.6.2 Any unit member who is a member of an organization group, or religious body whose traditional tenet, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.

5.6.3 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 5.5.2 above, shall be made on an annual basis to the Union and District as a condition of continued exemption from the provisions of Section 5.5.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

5.6.4 The District shall notify the Union when a unit member has complied with the filing requirements required by Section 5.5.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Union may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a
decision directs the District to withhold agency fees as provided in Section 5.5.1. During any such legal proceedings, Section 5.7.1 (hold harmless) shall be fully applicable.

5.6.5

Any unit member making charitable contributions as set forth in Sections 5.5.2 and 5.5.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5.7

General Duties

5.7.1

With respect to all sums deducted by the District pursuant to Sections 5.1 and 5.3 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

5.7.2

The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.

5.7.3

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

5.8

Hold Harmless and Indemnity

5.8.1

The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of these agency fee provisions of this Agreement or their implementation. The Union agrees to pay any damage judgement rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.
ARTICLE 6--COMPENSATION

6 Salaries

6.1 For the 1992-93 school year, the District will maintain the existing salary schedules.

6.1.2 Nonpaid Board-Granted Holiday

6.1.2.1 For the 1992-93 school year, the pay for each classified employee will be reduced by the equivalent of one day. The mechanism for this adjustment will be the reduction in pay of one Board-granted holiday for all classified unit members, regardless of categorical fund status.

6.1.2.2 Article 10 will be waived for 1992-93 to the extent inconsistent with the provisions above.

6.2 Salary Schedule Exhibits

6.2.1 Salary schedules for the Office-Technical, Para-professional, Police Officers and Operations-Support Services Units and the procedures for placement and movement on the schedules shall be added as Appendix A and become a part of this contract.

6.3 Longevity Pay

Employees shall receive longevity pay based on the following years of continuous service:

After completion of 10 years of service, and after completion of 16 years of service $44.83 per month or $538.00 per year. After completion of 19 years of service, $44.83 per month or $538.00 per year. After completion of 22 years of service, $44.83 per month or $538.00 per year.

Building trades maintenance employees shall receive longevity pay of 27 cents per hour.

6.4 Compensation for Holidays Worked

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1-1/2) for each hour he/she works on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.
6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 Shift Differential

6.5.1 Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five percent (5%) of their regular rate.

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular rate.

6.5.3 An employee receiving shift differential compensation shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.6 Working Out-of-Class Pay

When an employee is required to perform duties of an established position of higher classification for any period of time which exceeds three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range or in an amount which provides an increase of one (1) step above the employee's present salary rate, whichever is greater.

When an employee is required for more than three (3) consecutive days to perform duties which are outside of his/her classification and are of a classification of equal or lesser salary, the employee shall be entitled to the grievance process if all provisions of Section 6.1 of this article have been completed.

6.6.1 Classification Appeal Procedures

When an employee believes that he/she is being required to perform duties outside of his/her classification with significant frequency and duration he/she shall bring such matters to the attention of his/her supervisor, in writing, within twenty (20) work days of the date that the employee was first required to perform such duties. The supervisor shall consult with the employee in order to reach a mutually agreeable understanding and resolution of the employee's concerns. The resolution may include, but is
not limited to, a discontinuance of certain duties, working-out-of-class pay, a request through administrative channels by the supervisor to reclassify the position, and/or an agreement that the specified duties are not out-of-class. The resolution shall be submitted by the supervisor to the employee in writing within ten (10) workdays following the consultation.

6.6.1.1 Requests

a. An employee may request a review of his/her position classification. Such request shall be filed by submitting a completed job description questionnaire through administrative channels to the Human Resource Services Office with a copy directly to the Classified Personnel Office.

The request shall state the established classification into which the employee believes he/she should be classified.

b. The form may be submitted at any time but the designated classification review period shall be November 1 through March 31, annually. The review outcome will not change salary ranges, which are negotiated within the bargaining process.

6.6.1.2 Request for Classification Review Form is submitted between November 1 and March 31, the Classified Personnel Services Department shall appoint a Classification Review Committee within fifteen (15) workdays. If the form is submitted between April 1 and October 31, the requests shall be held in order of receipt. They shall be processed beginning November 1 within two (2) week intervals using the order of receipt. The entire timeline shall be adjusted to conform to the interval date.

6.6.1.3 Classification Review Committee

a. Purpose

All completed requests for review shall be screened initially by the Classification Review Committee. The Classification Review Committee shall meet and review the applicant's request not later than fifteen (15) working days following the appointment of the committee. The committee hearing shall be held during normal working hours. The purpose of this committee shall be to evaluate requests to determine if there exists sufficient justification to warrant a full study of the position. In evaluating requests for review, the committee shall be guided in making their recommendations by the following considerations:
(1) The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by his or her present job description.

(2) How the employee came to be assigned duties and responsibilities not covered by his or her present job description (i.e., an expansion in the functions of the school or office, or possession by the employee of special skills or abilities).

(3) When the position was last studied.

(4) A comparison of the employee's actual duties as shown on the job description questionnaire with the duties shown on the job description.

(5) Internal relationships.

(6) Information given by the employee and employee's supervisor to the committee.

(7) The duties and responsibilities of the classification into which the employee believes he/she should be classified.

b. Committee Membership

An Ad Hoc Classification Review Committee shall be appointed by the director, Classified Personnel Services, or designee, and shall include representation as follows:

(1) Four classified non-management employees. Whenever possible, these should be from the appellant's classification or occupational group and the classification or occupational group to which the appellant is requesting reclassification.

(2) One supervisor or management employee who supervises employee(s) in the appellant's classification.

(3) One supervisor or management employee who supervises employee(s) in a classification comparable to that which the appellant is requesting reclassification.

(4) The director, Classified Personnel Services, who will serve as chairperson.
c. Committee Decisions

Decisions of the committee either to deny or to accept the requests for study shall be final. The decision of the committee shall be forwarded in writing to the applicant within three (3) working days.

6.6.1.4 Classification Appeal Study

Following acceptance of a request for study by the Classification Review Committee, the director, Classified Personnel, or designee, shall arrange for the conduct of a classification appeal study. Such studies shall include:

a. Interviews with the appellant, the appellant's immediate supervisor, and persons serving in similar positions.

b. A review of the appellant's completed job description, and, if appropriate, job descriptions prepared by persons serving in similar positions.

c. A review of job description.

d. An on-the-job audit.

e. The study shall be completed within twenty-five (25) work days following the committee decision. The director, Classified Personnel Services Office, shall review the completed study, and shall recommend to the superintendent and Board of Education either reclassification of the position, or a recommendation to deny the classification appeal. This recommendation shall be made within ten (10) work days of receipt of the Classification Appeal Study. The Board's decision on this recommendation shall be provided to the applicant, in writing, not more than ten (10) work days following the action. Approved reclassification shall become effective as of the date that the copy of the completed job questionnaire (see Section 6.1.1 a) was submitted to the Classified Personnel Services Office.

6.6.1.5 Appeal of Decision

If the appellant disagrees with the decision of the director, Classified Personnel Services, he/she may, within ten (10) working days following receipt of the decision, appeal the decision to the Classification Appeal Review Board. Failure to appeal within ten (10) working days shall be deemed to be a waiver of appeal rights. This board shall be comprised of five (5) members, appointed annually by the superintendent, including:
a. the assistant superintendent, Human Resource Services, who shall serve as a chairperson;

b. two (2) management employees; and

c. two (2) classified non-management employees.

The two classified employees shall be selected from a list of ten classified employees provided by the Union.

The Classification Appeal Review Board may make one of the following two recommendations:

a. The appeal is denied.

b. The District should reclassify appellant to an existing or new classification or cease to require certain duties which the Classification Appeal Review Board must specify in its recommendation.

The recommendation shall be forwarded to the assistant superintendent, Human Resources Office, whose decision on the recommendation shall be final. The decision shall be forwarded to the superintendent and the Board of Education for final approval.

6.6.1.6 Employee Representation

An employee may elect to be represented at the hearing before the Classification Review Committee and the Classification Appeal Review Board by a representative of his/her choice.

6.6.2 Instructional aides shall perform duties as prescribed in Education Code Sections 45343 and 45344.

6.7 Legal Proceedings in Regard to District Business

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.8 Call Back Pay

6.8.1 An employee who is required to return on duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.
If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.

Compensation for Overtime

An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

Time Off in Lieu of Overtime

The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

Upon transfer of an employee, any compensatory time will be transferred with the employee.

It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

Career Lattice for Instructional Aides

Procedures and regulations governing placement and movement on the career lattice are:

Eligible Employees

All regular classified employees serving in a classification listed below are eligible to move on the career lattice.
Employees serving in substitute and temporary positions are not eligible to move on the career lattice and shall only be hired at the instructional aide level.

Classification and Training Requirements for Classes Included on the Career Lattice

The career lattice for aides includes the following classifications:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Training Requirements</th>
<th>Experience Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Aide</td>
<td>Pass SCUSD Paraprofessional Proficiency Exam</td>
<td>None</td>
</tr>
<tr>
<td>Instructional Assistant I</td>
<td>Pass SCUSD Paraprofessional Proficiency Exam + 30 College Units</td>
<td>None</td>
</tr>
<tr>
<td>Instructional Assistant II</td>
<td>60 College Units</td>
<td>Served 75% of the school year as Instr Asst I</td>
</tr>
<tr>
<td>Teacher Associate</td>
<td>90 College Units</td>
<td>Served 75% of the school year as Instr Asst II</td>
</tr>
</tbody>
</table>

The parties agree to add Teacher Assistant Bilingual I and II to the Teacher Candidate Program.

For an employee to be eligible for the "teacher candidate" classification, the employee must meet the following conditions:

a. The employee must have served as teacher associate or teacher assistant bilingual II for the preceding two (2) years at least 75% of the days schools were in session, grades K-12.

b. The employee must have completed a minimum of 120 acceptable college units as defined in Section 10.5 through 10.5.3 of this Article.

c. The employee must show proof of current enrollment in subjects leading to a bachelors degree and/or teaching credential, in an institution which awards a bachelors degree and teaching credential.

d. An employee may hold the position of "teacher candidate" for not more than six (6) school semesters or three (3) consecutive years. An employee with the title "teacher candidate" shall
revert to the position of teacher associate at the end of said six (6) school semesters or three (3) years if not assigned to another classified or certificated position before that time limitation expires.

e. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District an amount calculated to be the difference between the teacher associate, teacher assistant Bilingual II, and teacher candidate salaries.

f. An employee may be designated as "teacher candidate" for only one three-year period term during their employment within the District.

g. "Teacher candidate" shall be placed on Range 43 of the salary schedule for classified non-management personnel.

h. The District agrees to pay the health benefit premiums for a period of up to two (2) semesters for "teacher candidates" who are participating in an approved student teaching program. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District the exact amount contributed by the District toward his/her health benefit premiums.

6.10.3 Placement on the Career Lattice

6.10.3.1 At the time of initial appointment to a regular aide position on the career lattice, the Classified Personnel Services Department will evaluate an employee's educational training to determine proper class placement with the limitation that no employee may be placed higher than the instructional assistant I level. Employees who meet the 10th grade training requirement, pass High School Proficiency Test and who have completed less than thirty (30) approved college units shall be placed in the instructional aide classification. Employees who have completed thirty (30) or more approved college units before the first day of required service shall be placed in the instructional assistant I classification.

6.10.3.2 When an employee is reassigned to a class on the career lattice, and the employee has been serving in a classification not on the career lattice which includes classroom duties and responsibilities (i.e., school community worker, teacher assistant-bilingual), the time served in the prior classification shall be considered for purposes of meeting experience requirements for the
instructional assistant II or teacher associate levels. All time served in a Board-elected position shall be considered for this purpose.

6.10.4 Promotional Advancement on the Career Lattice

6.10.4.1 Twice annually, on September 1 and April 1, the Classified Personnel Services Department will review employees' training and experience to determine eligibility for movement on the career lattice. The deadline for filing units and meeting experience requirements shall be October 1 for the changes which will be made retroactive to September 1 and the deadline for filing units and meeting experience requirements shall be March 1 for the changes in April. Employees who meet training and experience requirements shall be reassigned to the next higher step on the career lattice effective September 1 for the September changes and April 1 for the April changes.

6.10.5 Types of Units Accepted

Acceptable units must meet the following requirements:

6.10.5.1 The units must be earned at or accepted by either a two- or four-year fully accredited college or university. Units which are earned prior to an employee's date of hire and which are otherwise acceptable for this career lattice, shall be counted for placement on the career lattice.

6.10.5.2 The units are for courses which will improve the employee's performance in his or her present position or a position in the same or related classification sequence.

6.10.5.3 The units must not have been applied towards the District's professional improvement program for classified employees.

6.10.6 Prior Approval

Prior approval may be requested before undertaking any course(s) or overall program of study if acceptability for movement on the career lattice is doubtful. Prior approval forms may be requested through the Classified Personnel Services Department.

6.10.7 Filing of Units

Transcripts or official grade cards containing evidence of units earned should be filed immediately upon completion, but in no case can units be considered which are not received by the Classified Personnel Services Department by October 1 for changes which will be made retroactive to September 1 and March 1 for changes in April. Records filed will not be returned to the employee. At the time of initial placement on the career lattice, employees have a maximum of sixty (60) days from their first day of required service in which to file units.
Salary Step Placement

An employee, upon initial appointment, shall be placed on the first step of the salary range of the classification to which they are appointed. When an employee is reassigned to a classification on the career lattice or when an employee is promoted on the career lattice, his/her salary step placement shall be determined using one of the following rules:

6.10.8.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

6.10.8.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary increase.

6.10.8.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

6.10.8.4 If the previous salary, including increment adjustment, is in between steps on the new range, he/she shall be placed two (2) steps higher.

Repayment of Money Owed to the District

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 11.1 through 11.5 of this article following.

6.11 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 11.2 and 11.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck an amount equal to 5% of the total debt owed until the debt is repaid or $10 whichever is greater, but in no event shall the deduction exceed 5% of the employee's net paycheck. Nothing in this section shall preclude an employee from agreeing to repay the debt owed in larger increments, providing the agreement to do so is voluntary and is reduced to writing.

6.11.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the deputy superintendent, Business Services, for consideration.
If the employee disputes the decision of the deputy superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the deputy superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 11.1.

The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.

In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods of resolution of a dispute regarding the debt.

The District shall compensate employees in accordance with provisions of this Agreement and applicable statutes.

The District agrees to reimburse school bus drivers for the cost of renewing school bus certificates effective January 1, 1983.

**Lost Checks**

Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within twelve (12) working days of notification by the employee to the District Payroll Section. The replacement check shall reflect the amount of the undelivered check.

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Education Code 45167)

The parties agree to meet to review and revise the following job classifications:

- Accounting Technician
- Attendance Clerk I
- Clerk II
- Computer Operator I and II
Data Entry Operator I and II
E.D.P. Programmer
Instructional Aide
Instructional Assistant I and II
Programmer Analyst
Reproduction Operations Assistant
Reproduction Technician I and II
School Secretary I and II
Secretary I and II
Senior Programmer Analyst
Teacher Associate
Transportation Specialist

This does not limit the provisions of 6.6.1.1 et seq through 6.6.1.6.
ARTICLE 7--FRINGE BENEFITS

7 Medical Coverage

7.1 Eligible employees may choose to enroll in one (1) of the following three (3) medical programs:

a. Kaiser Foundation Health Plan

b. An enhanced Foundation Health Plan

c. Health Net

7.1.1 Should the parties fail to reach final agreement regarding the District contribution levels for the period beginning October 1, 1991 prior to that date, the District agrees to pay at least the same percentage premium increase for medical coverage which equals the state wide K-12 Revenue Limit COLA percentage adopted by the legislature for the 1991-92 fiscal year. Such increase will be considered a part of any final total compensation settlement reached between the parties.

7.1.2 Open Enrollment / "Switching"

7.1.2.1 There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend his or her carrier and/or dependency status. During a designated "switching" period, active or retired employees may change carriers but not dependent status.

7.1.2.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or cancelled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 Dental Care

7.2.1 The District agrees to offer the current dental plan for eligible employees and eligible dependents.

7.2.2 The District agrees to pay the cost of premiums for dental coverage according to the following schedule:

   Eligible employees . . . . . . . . . 100%
   Eligible dependents . . . . . . . . . 75%

7.3 Life Insurance

7.3.1 The District agrees to maintain the current life insurance program.
7.4 Vision Care

7.4.1 The District agrees to offer vision care service, Plan B, $10 deductible, for eligible employees and eligible dependents, effective April 1, 1984.

7.4.2 The District agrees to pay the cost of premiums for vision coverage for eligible employees and dependents at 100% of the composite rate listed by California Vision Care Service.

7.5 Eligibility for Benefits

7.5.1 Employees Who Work Four (4) Hours or More

Bargaining unit employees who work four (4) hours or more per day and whose employment commitment is for six (6) months or longer for the District will be entitled to full insurance coverage. Hours spent on in-unit work and on out-of-unit work will be counted in determining eligibility for this benefit.

7.5.2 Employees Who Work More Than Three (3) But Less Than Four (4) Hours

Bargaining unit employees who work at least three (3) hours per day but less than four (4) hours per day for the District may elect, and having elected, become entitled to a pro rata share of $60 per month for insurance benefits for the employee only. Such employee must enroll for the entire insurance program and may include dependents under the insurance program. Hours spent on in-unit work and on out-of-unit work will be counted in determining eligibility for this benefit.

7.5.3 Short-term temporary and short-term substitute employees and students temporarily employed and other employees whose regular assignment is less than fifteen (15) hours per week shall not be eligible for insurance benefits.

7.6 Benefits While on Leave

7.6.1 Employees who are absent because of illness or injury, and who have exhausted sick leave benefits, shall continue to be covered by fully paid insurance coverage through June 30 of the school year in which sick leave is exhausted.

7.6.2 Except as provided in Section 6.1 above, employees who are absent because of illness or injury and who have exhausted all accumulated paid leaves shall be permitted to receive full insurance coverage by remitting to the District the entire premium payments during the period of time such employee is on leave.
7.6.3 Employees on Board-approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the entire premium payment to the District.

7.6.4 When an employee has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise.

7.6.5 The District shall continue to pay health insurance premiums for the surviving dependents of a classified non-management employee who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

7.7 Retirees' Benefits

7.7.1 The District agrees to pay the medical insurance premiums for employees who retired on or after the respective bargaining units were certified by the Public Employment Relations Board:

Unit A: Police Officers Unit--November 18, 1977
Unit B: Aides-Paraprofessional Unit--May 3, 1978
Unit C: Operations-Support Services--November 18, 1977
Unit D: Office-Technical Unit--November 18, 1977

provided such employee had reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement. Board-approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District.

7.7.2 Retirees who elect to take the benefit provided in Section 7.1 above, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of either the health and accident plan and/or the dental and life plans or the vision care plan.

7.7.3 It will be the retiree's responsibility to make application for enrollment for the benefits described in Section 7.1 above. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in Section 7.1 above.
Eligible employees who retire with three (3) or more and less than ten (10) years of service immediately prior to retirement may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: Dental and life insurance are optional, but for both dental and life or neither.)

7.8

Health and Welfare Benefits Committee

7.8.1

The District and classified employee bargaining unit representatives shall appoint a joint committee whose tasks shall be to:

a. examine the status, benefits and cost of ongoing medical, dental, life insurance and worker's compensation programs;

b. explore any needed changes or alternative benefits appropriate to the District and/or employee groups, which may include, but not be limited to, District-sponsored vision care plans, annuity plans, income protection plans, etc.; and

c. make appropriate recommendations to official District and bargaining unit representatives for consideration by means of the appropriate collective bargaining process.

7.8.2

The committee shall be comprised of six (6) members, three (3) of whom shall be appointed by SACEE/SEIU and three (3) of whom shall be appointed by the District. In addition to the three (3) voting members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members are to attend meetings, participate in discussions, and cast ballots for absent voting members of their respective unit. In no case shall more than three (3) votes be cast by any individual unit on any issue before the committee. If desired, SACEE/SEIU committee members may request separate subcommittee meetings with District committee members to discuss benefits related solely to their respective bargaining units.

7.8.3

Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, Employee Relations, and the committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

7.8.4

The committee and/or subcommittee shall develop an agenda and submit minutes for each meeting to officially designated District and bargaining unit representatives and to all committee members.
ARTICLE 8—HOURS

8 Workday

8.1 Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight except for custodians and special officers where a workday begins at the starting time which the District assigns to an employee and ends twenty-four (24) hours later.

8.1.1 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within a twenty-four (24) hour period.

8.1.2 Part-Time Employees

Employees who are scheduled for less than eight (8) hours per day or less than forty (40) hours per week in a five (5) consecutive day period are part time.

8.1.3 Schedules

The hours of the workday and workweek shall be designated by the District for each classified employee.

8.1.4 Reduction in Hours

No regular employee shall have his/her Board-assigned permanent hours reduced except by layoff or voluntary demotion.

8.1.5 Additional Hours

If an employee is required to begin work or continue work after his/her regularly scheduled work period or to take work home, such time shall be compensated for at the appropriate rate of pay, which shall include professional growth units.

8.1.5.1 Part-time bargaining unit employees shall be considered for additional temporary or permanent hours as determined by the District which become available at a school or site if they are incumbents in the classification represented by the additional hours or are qualified for that classification. Such consideration shall be based upon seniority, qualifications and affirmative action needs. Any employee who is assigned for less than four hours will be considered only if the school or site has budgeted specific funds for a four-hour, or more, employee.
The District's obligation to consider part-time unit members shall be met by:

a. The site administrator giving written notice to part-time employees at the site or school where the District determines that additional temporary or permanent hours are available; and

b. Then, upon submission of a written request by a qualified District employee(s), the site administrator meeting with such employee(s) to discuss the additional temporary or permanent hours, and determine the employee(s) overall capabilities, taking into consideration seniority, qualifications, and site affirmative action needs.

8.2 Workweek

8.2.1 Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday except for custodians and special officers where a workweek begins at the starting time which the District assigns to an employee on his/her initial workday each week and ends 168 hours later.

8.2.2 Basic Workweek

The basic workweek for full-time workers shall consist of five (5) consecutive days of work (usually Monday through Friday) and two (2) consecutive days off (usually Saturday and Sunday).

8.2.3 Watchpersons, Police Officers, Computer Operators and Bus Drivers

8.2.3.1 Watchpersons shall work an irregular workweek including weekends, holidays and other days as assigned by the District.

8.2.3.2 Police officers shall have a workweek consisting of five (5) consecutive days, forty (40) hours per week with two (2) consecutive days off, which may rotate.

8.2.3.3 Computer operators shall have a workweek consisting of five (5) consecutive days, forty (40) hours per week with two (2) consecutive days off, which may rotate.

8.2.3.4 Bus drivers, bus attendants, and instructional aides may be assigned a split shift.
8.3 Workyear

8.3.1 All members of the bargaining unit will have the following workyear schedules between July 1 and the following June 30: nine (9), ten (10), eleven (11), or twelve (12) months of approximately 180, 199.5, 210.50, or 242 days of service except weekend-holiday watchpersons.

8.3.2 All weekend-holiday watchpersons shall work a schedule of approximately six (6) months per year including all weekends and holidays which include certain Board-granted holidays of approximately 115 days of service.

8.4 Overtime

8.4.1 Definition

8.4.1.1 Full-Time Employee

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) workday or forty (40) hours in one (1) workweek. When an employee's schedule is reduced to seven (7) hours per workday, all hours worked in excess of seven (7) hours per workday or thirty-five (35) hours in one (1) workweek shall be overtime.

8.4.1.2 Part-Time Employee

Employees who work four (4) or more hours per day shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day of the workweek which shall be designated as overtime work. An employee who works less than four (4) hours per day shall be compensated for any work performed on the seventh (7th) day of the workweek at the appropriate overtime rate.

8.4.2 Authorization of Overtime

Overtime must be authorized by the responsible supervisor or administrator. Notification must be given in advance of the time worked whenever practicable to give advance notice.

8.4.3 Assignment of Overtime

Overtime will not be required of any employee at a worksite unless there are no volunteers or in the event of an emergency.

8.4.4 Computation of Overtime

For the purpose of computing the number of hours worked, time during which a worker is excused from work and is in a paid status because of holidays, vacation, sick leave, or other paid leaves of absence shall be considered as time worked by the employee.
8.4.5 Distribution of Overtime

Overtime will be distributed as equally as feasible among employees at a school or worksite who are in the same classification who have the ability to do the work which gives rise to the overtime. A list, by fiscal year, of overtime worked by classification and worksite shall be provided by the site or unit administrator on request of the appropriate steward.

8.4.6 Police Officers Overtime

All police officers working day assignments at a school or worksite shall have the first opportunity to work overtime at that school or worksite before assigning to another officer.

8.4.6.1 No more than two school District police officers working Hughes Stadium during a football game may be released or released early by the coordinator for the purpose of attending another District activity at his/her school site provided that the officer(s) shall notify the coordinator of the need to attend the second activity 48 hours in advance of the assignment.

8.4.6.2 The District will offer overtime opportunities to District police officers prior to hiring security officers to perform work at District events. The District may utilize the services of outside security officers when overtime has been turned down by District police officers, or when the number of security officers required at an event exceeds the number of current District police officers.

8.4.7 Custodial Overtime

The District agrees to provide additional hours for regular employees who are performing the work of absent employees by utilizing the formula of 1/2 of the absent employee's site assignment. The employee shall be compensated at the appropriate rate of pay.

8.5 In the event a four hour or more regular bargaining unit position is vacated, and if the District is going to fill the position, that position will not be filled by more than one (1) employee if the reason is to avoid payment of fringe benefits.
ARTICLE 9—ASSIGNMENTS

9

Work Assignments

9.1

Differential Pay Assignments

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

9.1.1

Job Descriptions

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) copies of his/her class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

9.1.2

Custodial Assignments

9.1.2.1

When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2

The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3

The District agrees to provide permanent custodial employees a regular school/site assignment as soon as practicable, unless he/she voluntarily agrees to an unassigned position.

9.1.3

Seniority Ranking

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots.

9.2

Reassignments—On-the-Job Injury

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.
9.2.1 The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the 1993-94 reopeners period.

9.3 Police Officer Assignments

9.3.1 Day Site Assignments

Some police officers shall be assigned to a high school or an administrative site as a regular day assignment while school is in session and to rotating night patrol during the summer.

9.3.2 Night Patrol Assignments

Some police officers shall be assigned to night patrol duty and shall continue on night patrol duty throughout the school year.

9.3.3 Summer and Holiday Assignments

All police officers shall be permitted to bid by District seniority for rotating work shifts during summer and holiday periods within the following parameters:

a. Vacation and leave coverage.

b. Avoidance of overtime.

c. Minimize rotation.

9.3.4 Police Officer Work Schedule

The supervisor of police officers shall meet with all police officers in May to provide opportunity for input for development of work schedules for the summer and upcoming school year. Final determination of such schedules shall be made by the supervisor of police officers. Police officers shall bid on the basis of seniority in police officers classification on work schedules. Seniority shall not be disregarded at this meeting if a police officer is late or absent due to circumstances beyond his/her control.

9.3.5 All police officers shall be allowed, upon mutual agreement with their supervisor, to voluntarily switch their workday(s) assignment with another officer provided the employee initiating the switch has reasonable justification, coverage is maintained, and the switch does not result in back-to-back workshifts. The officers requesting the switch shall give as much, but no less than twenty-four (24) hours notice.
9.4  

Seniority Lists

9.4.1  
A seniority list for employees in each job classification shall be established for each worksite or administrative unit, designating District seniority based on date of hire and reflecting continuous service and including time in present classification.

9.4.2  
The seniority lists shall be posted and made available to the steward at each worksite or administrative unit, and shall be updated once a year.

9.4.3  
A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

9.5  

Transportation Assignments--Bus Driver Routes and Bidding

9.5.1  
Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.

Bus driver assignments shall include all regular home-to-school routes, Special Education routes, basic school routes, Regional Occupational Program routes, three (3) unassigned positions and, when designated by the District, an out-of-town field trip bus. All other in-District and out-of-District field trips, athletics or school related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

For the purposes of bidding on routes mentioned in this section, seniority shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

Number of unassigned positions shall be determined by the director, Transportation Services, based on transportation operational needs. Except for the three (3) unassigned positions listed as assignments for bidding purposes, drivers with the least seniority shall be placed in such unassigned positions.
9.5.1.1 A special meeting for bus drivers will be held each year. Bidding will take place at this meeting to determine assignments for the school year.

9.5.1.2 Bus driver I's may bid on routes requiring a bus driver I. Bus driver II's may bid on routes requiring a bus driver II. Bidding will be by seniority in classification. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed medical release date of no later than the first day of school in September will be entitled to bid at the special meeting.

9.5.1.3 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance before the instructional year begins.

9.5.1.4 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, unassigned drivers and drivers who wish to rebid their route shall be permitted to rebid as provided in Section 12.1.2 of this article. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

9.5.1.5 During the period between initial bidding and rebidding, unassigned bus drivers may be assigned temporarily to new or vacant routes. Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Christmas vacation.

9.5.1.6 All bus drivers shall complete a "Drivers Route List" if there are any changes in runs or routes.

9.5.1.7 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) hours, taking into consideration operational efficiency and seniority.

9.6 Transportation Field Trips

9.6.1 In-District Field Trips

9.6.1.1 All bus drivers are eligible for special driving assignments for in-District field trips in their job classification.
9.6.2 Out-of-District Field Trips

9.6.2.1 Only qualified drivers who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

9.7 Overtime--Bus Drivers

9.7.1 Equal opportunity will be afforded all drivers to work overtime. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible bus drivers whose prior accumulation of overtime is lowest.

All drivers assigned to the classification of bus driver II shall be given the opportunity to sign up for overtime twice each regular school year. First sign up will be at the special meeting conducted prior to the start of school, effective the first day of regular school through the last day of the first semester. Second sign up will be during the last week of the first semester, effective the first day of the second semester through the last day of regular school. After three (3) refusals in each semester, no further offer of overtime will be made.

All drivers assigned to the classification of bus driver I will be offered available overtime by seniority using the current seniority roster. No further offer will be made until the seniority roster is depleted.

9.7.2 Refusals of overtime mean any verbal or written statement(s) by the employee that he/she does not wish to work an overtime assignment. Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

9.7.3 Overtime Board--Bus Driver II

9.7.3.1 Bus driver II overtime will be recorded weekly on one (1) display board. Drivers who sign up for any overtime including athletic returns will be noted with an asterisk (*) and any overtime excluding athletic returns will be noted without an asterisk (*). A list of bus driver II's with the lowest accumulation of overtime hours will be posted for viewing after the weekly recording of overtime on the display board.

9.7.3.2 The transportation chief steward or designee may, every two (2) weeks, review the current schedule of student activity trips including the schedule for the previous week of completed trips. If it is determined that a current scheduled trip could reasonably be performed by a District bus and driver, then rescheduling will be reconsidered by the transportation supervisor. The Transportation Office will provide the chief steward or designee with a copy of the schedule if it is requested.
9.8 Use of School Buses and Route Time

9.8.1 The supervisor of Transportation may allow bus drivers to take their vehicle home during the workday.

9.8.2 Paid time following completion of a run shall be based upon time required to drive back to the yard or to the driver's home, whichever is less.

9.9 Transportation Summer Work

9.9.1 All bus drivers and bus attendants are eligible to apply for summer assignments in their classifications.

9.9.2 Interested transportation employees may place their names on a summer work roster.

9.9.3 All bus drivers on the summer work roster shall have the right to bid by seniority for assignments, provided they have the qualifications.

9.9.4 Summer Overtime--Bus Driver II

Summer overtime shall be the overtime during the time period from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible bus drivers whose overtime accumulation is lowest.

9.10 Meals and Lodging--Transportation Workers

9.10.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard and of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: $5.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: $9.00

Dinner: $16.00 (if required to be on duty after 7:00 p.m.)

These allowance rates are as per District Policy R-7156 and R-7156.1. When these rates are adjusted upward by District policy, the above rates shall be adjusted accordingly.

9.10.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school bus drivers:
Dinner: $16.00 (if required to be on duty after 7:00 p.m.).

These allowance rates are as per District Policy R-7156 and R-7156.1.

9.10.2 School bus drivers shall be reimbursed for necessary and actual lodging expenses.

9.11 Mileage Pay

9.11.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicles shall be at $.26 per mile. This allowance rate is per District Rules R-7156 and R-7156.1. When this rate is adjusted by District Rules, the above rate shall be adjusted accordingly.

9.11.2 Vehicle Use for Hauling District Equipment

Employees who are regularly required by the director, Maintenance, Operations and Construction Services, to haul District equipment in their vehicles shall be compensated at the rate of $125 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.

9.11.3 Vehicle Use for Food Services Satellite Managers

Employees who are regularly required by the director, Food Services Department, to transport cafeteria food in their vehicles shall be compensated as follows: For lunch only--$40 per month; for breakfast and lunch--$50 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.

9.12 Uniforms

9.12.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.12.2 The District agrees to provide an initial uniform allowance to police officers of $475 to enable new employees to purchase required uniforms. The District agrees to provide a regular uniform allowance of $425 for each fiscal year after the first year and to allow the officers to spend it over a six-month period.

9.12.3 The District will provide transportation shop personnel with an annual allowance of $80 for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.
9.13  **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult on lists of tools which the employer is required to provide on the job.

9.14  **Physical Exams**

When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

9.15  **Workshift Assignments**

9.15.1  **Third Shifts**

The District agrees to the following staffing arrangements on the third shift:

9.15.1.1  At no time shall the District schedule less than three (3) custodians or two (2) police officers working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

9.16  **Work Schedules**

9.16.1  The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and workyears. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

9.16.2  **Changes in Work Schedules**

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.
9.16.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.17 Rest Periods

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.17.2 Appropriate time for rest periods shall be arranged by the employee's supervisor.

9.17.3 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

9.18 Lunch Period

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during his/her lunch period, such employee will be paid for the lunch period at his/her regular rate of pay.

9.19 Summer Assignments

9.19.1 During summer recess, and at times when teachers are not on duty during the regular school year, the regular eight (8) hour schedule shall be reduced to seven (7) hours, and the hours of all other classified employees working less than eight (8) hours but not less than four (4) hours shall be reduced by a factor of .125. The District may assign such starting times as it deems necessary, taking into consideration factors such as, but not limited to, employees' needs and coverage.

9.19.1.1 Police officers will be assigned a nine (9) hour shift with three (3) consecutive days off during the summer recess. This section is exempt under the provisions of Article 8.4.1.1 of the Agreement, unless the employee works in excess of nine (9) hours in any one day or 36 hours in any one week.
9.19.2 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.20 Work Location(s)

The school(s) or site(s) at which an employee performs his/her assigned duties.
ARTICLE 10--HOLIDAYS

10  Holidays

10.1  Eligibility--Designated

All probationary and permanent employees except weekend and holiday watchpersons shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the winter recess shall be paid for December 25 and January 1, provided they were in a paid status during any portion of the working day immediately preceding or succeeding the winter recess.

10.1.1  Eligibility--Board-Granted Holidays (Day after Thanksgiving, all of winter vacation, except for three and one-half [3-1/2] workdays, one and one-half [1-1/2] days during spring vacation.)

All probationary and permanent employees, except weekend and holiday watchpersons, are entitled to the day after Thanksgiving, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

All probationary and permanent employees, except weekend and holiday watchpersons and construction inspectors (including lead), are entitled to the winter and spring recess holidays, provided they are normally required to serve during the winter and spring recess periods and they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays. For purposes of determining eligibility for the one and one-half (1-1/2) days during spring vacation, if the employee is in a paid status immediately preceding and succeeding the spring vacation period, the employee will be considered as being eligible for those holidays.

10.2  Holiday Pay

10.2.1  Holiday Pay--Full Time

All eligible probationary and permanent employees shall receive holiday pay at his/her regular rate of pay.

10.2.2  Holiday Pay--Part Time

All eligible probationary and permanent employees shall receive holiday pay at the prorated rate which he/she usually receives for his/her part-time working day.
10.2.3 Holidays Designated

January 1 ................................................ New Year's Day
January 15 .................................. Martin Luther King Day
(or as designated by the District)
February 12 .......................................................... Lincoln's Day
Third Monday in February ............. Washington's Day
Last Monday in May ....................... Memorial Day
July 4 ............................................................ Independence Day
First Monday in September ........... Labor Day
November 11 ............................................ Veteran's Day
Fourth Thursday in November .......... Thanksgiving Day
December 25 ..................................................... Christmas

10.2.4 Holidays—Board Granted

a. Day after Thanksgiving Day.
b. Winter vacation, except three and one-half (3-1/2) workdays.
c. One and one-half (1 1/2) days during spring vacation.

10.2.5 Holidays—Observance

If a recognized holiday falls on Sunday, the following Monday is to be considered a holiday. If a recognized holiday falls on a Saturday, the preceding Friday is a holiday.

10.2.6 The parties further agree to resolve the dispute regarding the applicability of the Persian Gulf Holidays as follows:

a. The parties have agreed to defer settlement of this issue until the final decision of the California Supreme Court, or a final decision of the District Court of Appeals for the Sacramento region in the absence of any Supreme Court decision.
b. The parties further agree to meet within 30 calendar days of the Court's final decision to negotiate over the distribution of holidays, if any, to affected unit members.
ARTICLE 11—VACATIONS

11 Vacation Allowance

Probationary and permanent employees shall be entitled to vacation allowance based on 173.33 hours/month on the following basis:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Rate Per Hour Except Overtime</th>
<th>Approximate Number of Vacation Days Per Year For a Full-Time Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 15</td>
<td>.0072</td>
<td>15 13.75 12.5 11.25</td>
</tr>
<tr>
<td>16 or more</td>
<td>.00962</td>
<td>20 18.25 16.50 15.00</td>
</tr>
</tbody>
</table>

Vacation allowance for part-time employees shall be computed at the appropriate vacation rate for all hours worked excluding overtime.

11.1.1 After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

11.2 Pay for Earned Vacation

11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2 Upon separation from service (after six [6] months of employment or more), the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.3 Computation of Vacation Time

11.3.1 Vacation time shall be computed on the basis of hours of paid status.

11.3.2 Employees assigned to a work vacation group of less than twelve (12) working months shall be credited with a full year of service for each school year completed for computation of increased vacation benefits.

11.3.3 In determining increased vacation benefits, prior service of an employee who resigns and is reemployed within one (1) year shall be counted.
11.4 Vacation Scheduling

11.4.1 Vacations must be approved in advance by the supervisor. If the vacation requests of two (2) or more employees in the same classification conflict, the decision will be made by the supervisor who will consider the needs of the District and the preference of employees. All other things being equal, the employee with greater District seniority will be given preference.

Approved requests for vacation may not be arbitrarily rescinded. If the request for vacation is denied by the supervisor, the employee may appeal the denial to the next management level whose decision shall be final.

11.4.2 No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.

11.4.3 Earned vacation is to be taken within twelve (12) months following earning except that a maximum of ten (10) days may be accumulated beyond that period. After the completion of five (5) years of District service, twelve (12) days may be accumulated.

11.4.4 Vacation time cannot be used by employees for periods of less than one-half (1/2) day.

11.4.5 Employees employed for less than twelve (12) months shall be paid for their vacation in lieu of being permitted to take vacation during the school year.

11.4.6 Approvals or disapprovals of vacation requests from twelve (12) month employees shall take into account work schedules, work loads, and the desires of the employee.

11.5 Holiday While on Vacation

If a holiday occurs during an employee’s vacation period, such employee shall be compensated for that day as a holiday.

11.6 Illness While on Vacation

In the event an employee on vacation becomes ill, the employee may contact his/her supervisor and report the illness. If the employee wishes to have the illness charged to sick leave rather than vacation leave, the employee shall notify his/her supervisor in writing of such request.

11.7 A permanent classified employee may transfer accumulated vacation credits to another District employee consistent with the terms of this agreement. Any intended transfer of vacation credit must first be noticed to the Payroll Office.
ARTICLE 12-LEAVES

12.1 Definition

a. A employee is absent or on leave when not performing duties as assigned by an authorized official of the District. An employee is not considered absent or on leave if officially authorized to perform duties at places other than his/her usual place of assignment. Such authorized assignments are not to be reported as absences.

b. The immediate family is defined to include spouse, children, parents, grandparents, sisters, brothers, parents in-law, sons-in-law, daughters-in-law, grandparents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces and nephews, foster children, step-children, step-parents, adopted children, foster parents, legal guardians, grandchildren of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentis. For purposes of the leave article only, an individual who is named on the emergency card or personnel action form of an employee will also qualify as a member of the immediate family.

12.2 Sick Leave for Personal Illness

12.2.1 Sick leave is earned by all probationary and permanent employees at the rate of one (1) day for each calendar month of service, with an annual maximum of twelve (12) days. However, no employee who works an entire school year shall receive less than ten (10) days sick leave per year. A school year is defined as that period of time in which students must be in school. A calendar month of service shall be defined as no less than seventy-five per cent (75%) of the required working days of any calendar month for an employee.

12.2.2 The number of days of sick leave a classified employee is eligible to earn during a fiscal year shall be available to him/her at any time during the fiscal year. However, a new employee shall not be eligible to take more than one-half (1/2) of the number of days of sick leave earnable in that year until he/she has completed six (6) months of active service with the District.

12.2.3 Any employee who leaves the service of the District, after having used more sick leave days than have been earned, shall have a deduction made in the salary due for each excess day. In case no salary is due, such employee at the time of termination of service shall be billed for repayment of pay received for unearned sick leave.
12.2.4 Sick leave may be accumulated from year to year without limit.

12.2.5 Upon retirement, unused sick leave shall be counted in computing retirement benefits according to Public Employees Retirement System regulations.

12.2.6 An employee, while on unpaid leave of absence, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the leave.

12.2.7 In case an employee severs all official connection with the District and is reemployed within thirty-nine (39) months of termination, all unused sick leave credits on file at the close of the prior employment period shall be reinstated.

12.2.8 For personal illness absence of any employee exceeding ten (10) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to the regular report to the supervisor of such illness. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.

12.2.9 Nothing shall prevent the superintendent or the assistant superintendent, Personnel Services Office, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.

12.2.10 A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which he/she is entitled under 12.2.1, and 12.2.4 above. Such days of paid sick leave in addition to those allowed under 12.2.1, and 12.2.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacations, or compensating time to which the employee is entitled; but no half-pay sick leave shall be allowed until full-pay sick leave has been exhausted.

12.2.11 An employee may use sick leave for medical/dental appointments in increments of one (1) hour or more. The portion of sick leave used shall only cover the amount of time the employee was actually absent from his/her worksite for the appointment unless a substitute has been retained.

12.2.12 An employee must notify his/her supervisor of illness absence at a time and manner mutually agreed upon between employees, their immediate supervisor and principal or administrator in charge.
Sick Leave for Personal Necessity

12.3

Leave of absence, not to exceed nine (9) days per fiscal year at the employee's election, may be used for any of the following, and prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained. Such notice shall be given in a manner mutually agreed upon between the employee and the principal or other administrator in charge.

a. Death, accident or illness involving the employee's immediate family, other relatives or close friends; accident involving the employee's personal property, or the personal property of his/her immediate family or other relatives.

b. Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; not less than one (1) full day of leave may be used for this purpose.

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. To attend weddings, anniversaries, reunions, funerals and high school and college graduations honoring members of the employee's immediate family.

e. To attend to legal or business matters necessary for the well-being of the employee or a member of his/her immediate family.

f. To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the District which cannot be scheduled during off-duty hours. (In such cases, the employee shall attach to his/her Employee Absence Report satisfactory written evidence of the requirement.)

12.3.2

Sick leave for personal necessity may not be used for any of the following:

a. attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience;

b. religious observances;
c. the extension of holidays or vacation periods;
d. accompanying a spouse on a trip when such travel is not otherwise authorized by these regulations;
e. seeking or engaging in remunerative employment;
f. engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.

The employee's election to use his/her sick leave credits for any allowable purposes shall be indicated on the Employee Absence Report which shall be attached to the Payroll Section's copy of the Monthly Absence Report of Regular Employees. The Employee Absence Report form shall show the reason for the personal necessity leave, as listed in 4.2.1.1 through 4.2.1.6 above, on the reverse side. On the day of return the employee shall sign the form.

12.3.3

Medical Leave

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 nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six 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 18 months.

An employee, upon ability to resume the duties of a position within the class to which he 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 shall be restored to a position within the class to which he was assigned and, and if at all possible, to his position with all the rights and benefits consistent with the provisions of this Agreement.

If at the conclusion of all leaves of absence, paid or unpaid the employee is still unable to assume the duties of his position, he shall be placed on a reemployment list for a period of 39 months.

At any time, during the prescribed 39 months, the employee is able to assume the duties of his position he shall be reemployed in the first available vacancy in any classification at the same or lower range for which he/she is qualified. The employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.
12.5 Industrial Accident or Illness Leave

12.5.1 All permanent and probationary personnel shall be granted industrial accident or illness leave with full pay for each such accident or illness, provided that the number of days taken does not exceed sixty (60) days on which service was required. Employees shall be eligible for such leave on and after the first day of required service.

12.5.2 Industrial accident or illness is defined as illness or injury which qualifies under State Worker’s Compensation Insurance as being work connected, and is verified by a physician.

12.5.3 Industrial accident or illness leave shall commence on the first day of absence, shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award, and shall not be accumulated from year to year.

12.5.4 During such leave of absence, the employee must remain within the State of California unless specifically authorized to travel elsewhere by the superintendent.

12.5.5 Upon termination of such leave of absence, the employee shall be entitled to regular sick leave benefits, provided that if temporary disability indemnity is continued, he/she may take only as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary. In such cases, for each day of absence the employee’s accumulated sick leave credits shall be reduced only by the amount necessary to provide a full day’s wage or salary when added to temporary disability benefits.

12.5.6 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.

12.5.7 When entitlement to sick leave benefits is exhausted, if worker’s compensation is still being received, an employee may elect to use any vacation, compensated time off, or other available leave provided by law or action of the Board, with the same provisions for reduction in such benefits and endorsement of disability payments as listed above.
When all entitlement to benefits outlined above, including health leave is exhausted, if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When physically qualified and available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. When an employee has been placed on a reemployment list and has been medically released for return to duty, failure to accept an appropriate assignment results in a waiver of reemployment rights.

Emergency Leave

A maximum absence of three (3) days with full pay during any one (1) school year shall be authorized for the sudden and unexpected illness or injury requiring the presence of the permanent or probationary employee for emergency care or attendance of an ill or injured member of the immediate family.

Imminent Death Leave

Three (3) days per year on full pay shall be granted to each probationary and permanent employee in case of the serious illness or accident, with death imminent, of each member of the immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of the attending physician, specifically stating that death was imminent.

A maximum of two (2) days leave with deduction only of the amount required to pay a substitute shall be granted to probationary and permanent classified employees in addition to each leave granted for imminent death, if the days are necessary for travel or the settlement of legal or family problems.

Bereavement Leave

Four (4) days, or five (5) days if travel in excess of 250 miles is required, on full pay shall be granted to each probationary and permanent classified employee in the event of the death of each and every member of the immediate family. If travel over 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was necessary.
12.9 Jury Duty Leave

12.9.1 Any employee shall be granted the necessary time off when required for jury duty. An employee absent for jury duty will receive the difference between regular pay and jury duty pay.

12.9.2 Employees shall notify their supervisor immediately upon receiving notice of jury duty.

12.9.3 In those cases where an administrator feels that the absence for jury duty would entail undue hardship on the public, the administrator may request an exemption from the jury commission.

12.10 Subpoena Leave

A maximum absence of three (3) days leave with part pay (as defined above) during any one (1) school year is authorized to all employees for an involuntary subpoena in a hearing before a judge or in a case before a court of law, provided such emergency leave of absence shall be verified by a copy of the subpoena order.

12.11 Leave for Childbirth

A one (1) day leave with pay shall be granted to a permanent or probationary employee giving birth to a child and shall not be charged to sick leave, vacation, or any other paid absence.

A one (1) day leave with pay shall also be granted to a permanent or probationary employee to be with his wife at the birth of a child for not more than one (1) full day unless a physician verifies that his presence for a longer period is necessary, in which case the employee shall be eligible for emergency leave.

12.12 Parental Leave

12.12.1 Parental leave is available to all permanent employees without pay, except for the sick leave described below. In addition to childbearing, infant care duty subsequent to childbirth and adoption constitute valid reasons for taking a leave. While on parental leave, the employee's position shall be held for him/her, subject only to regulations involving involuntary transfers because of surplus positions or reductions in force.

12.12.2 Within not less than twenty (20) working days prior to the date the parental leave is desired, an employee shall file in the Classified Personnel Services Department an application form which shall specify the beginning and ending dates of the requested leave. If the requested leave is for pregnancy, the application form shall be
accompanied by a written statement by the employee's physician specifying:

a. the expected date of confinement, and

b. the length of time she can continue working safely.

12.12.3

Parental leave may be granted for up to the balance of a fiscal year and may be extended in quarterly increments up to a maximum of two (2) years. Extended leaves of this type may be granted only to one (1) parent in those cases where both parents are employees of the District.

12.12.4

During the parental leave, illness or disability related to childbirth for which accumulated sick leave could be used under District regulations will be paid upon proper application and certification by a physician.

12.12.5

In case of terminated pregnancy, an employee may return to service prior to the expiration date of the leave if she so desires and a position for which she is qualified is open, and upon the written statement of a physician that the employee is physically able to perform her normal duties. When the District is able to identify a position, the employee will be assigned temporarily to that position until such time as the employee's regular position becomes available.

12.12.6

**Family Leave**

Unit members will be provided benefits under the California Family Leave Act, Government Code Sections 12945.2 and 19702.3, which are attached as Attachment B. This shall not be subject to arbitration under Article 18 of the Agreement. The leave provisions herein will be modified to the extent necessary to conform to the provisions of this Act.

12.13

**Quarantine**

Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.
Religious Observances

Leaves shall be granted to probationary and permanent employees with part pay for not more than three (3) days in any school year for the observance of religious holidays.

Part pay is twenty-five per cent (25%) of the employee's regular compensation or the difference between the employee’s regular compensation and the rate for a substitute, whichever is lower.

Duty with the Armed Forces Leave

A short-term leave of absence shall be granted to any employee who is a member of the Reserve Corps of the United States or of the National Guard or Naval Militia for a period not to exceed 180 calendar days during any one (1) fiscal year. Such leave will be granted only upon presentation of official orders from military organizations to the employee seeking leave. Any such employee who has been employed by the District not less than one (1) year or who has a combination of District service and recognized military service of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her full District compensation as such employee for the first thirty (30) calendar days of such absence—provided, however, such salary or compensation is limited to only thirty (30) calendar days of pay for military leave of absence during any one (1) fiscal year.

Military Leave

Any permanent or probationary employee who enlists or is drafted into the recognized military forces of the United States shall be granted a leave of absence for such military service without pay. Employees reinstated after military leave expires shall be entitled to all benefits accumulated prior to enlistment and seniority accrued during enlistment.

Duration of Leave

Military leaves of absence shall be terminated ninety (90) days from the date of release from active service or within six (6) months after any rehabilitation afforded by the United States or the State of California following such military service. Upon presentation of photostatic or certified copies of discharge papers or official documents showing the date of entry and date of release from active service, such employees shall be reinstated to their former position.
12.17 Peace Corps

An employee who has completed three (3) consecutive years of service in the District may be granted a leave of absence for Peace Corps service. The leave without pay will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service. When such leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving but not necessarily the same position. Year-for-year salary credit will be granted for such experience if it is properly verified to be primarily a job classification similar to that to which the employee returns.

12.18 Educational Improvement

A leave without pay may be granted to an employee who has completed three (3) consecutive years in the District for a period not to exceed eighteen (18) months to participate in educational or specialized courses of study if determined by the Personnel Services Office to be in the best interests of the District. Such leave shall require official documentation of the nature of the proposed project.

12.19 Educational Organization Leave

Any employee who holds state or national office in a recognized state or national organization other than the exclusive representative devoted to the improvement of public education including related support services may be authorized to be absent, without loss of pay, in order to perform the necessary duties of the office, provided no other expense to the District shall be involved, as follows:

12.19.1 A maximum of ten (10) days for the office of president;

12.19.2 A maximum of five (5) days for the office of vice president, secretary, treasurer, local delegate or member of the board of directors.

12.20 Leave for Union Business

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

12.20.2 No more than three (3) employees may be on leave for Union business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave will be granted for a period of time less than six (6) months or in excess of two (2) years.
12.21 **Short-Term Leaves**

All requests for short-term leaves of absence shall be made in advance orally to the immediate supervisor or unit administrator, except for "duty with the Armed Forces" and "Personal" which must be requested in advance, in writing, on forms provided by the District. During a short-term leave of absence, the District shall continue to pay for group insurance programs provided the employee is in a paid status.

12.22 **Short-Term Personal Leave**

Short-term leaves without pay may be granted for the personal convenience of any employee at any time, subject to the following conditions:

12.22.1 They shall be of the shortest duration necessary to accomplish the desired objective but not less than one-half (1/2) day, and shall not exceed a total of ten (10) days in any fiscal year except by approval of the assistant superintendent, Personnel Services Office.

12.22.2 Short-term leaves may be granted to any steward, Union officer(s), Union executive board member, or employees designated as Union delegates for Union business when requested by the business representative of the Union and approved by the superintendent's designee for employee relations.

12.22.3 They shall be granted only where the demonstrated need cannot be fulfilled outside the regular duty hours.

12.22.4 The recommendation of the employee's principal or other administrator in charge is required, along with verification that the absence will not seriously affect the program.

12.22.5 When a substitute is required, the leave shall be granted only if a qualified substitute is available.

12.22.6 Upon approval of the Personnel Services Office, the leave may be granted for any of the following reasons:

a. to attend to legal matters involving the employee or his/her family;

b. to attend to matters relating to the health or safety of the employee or his/her family;

c. to attend meetings, conferences, or conventions of organized groups devoted to civic, educational, social or cultural improvement for which full or part pay is not provided;

d. to be married or attend weddings of members, of the family or intimate friends;
e. to attend ceremonies honoring members of the employee's family;
f. to take examinations to meet other requirements for advanced training or professional improvement;
g. to attend to urgent matters affecting the employee's economic well-being;
h. to attend funerals or to be with members of the employee's family or intimate friends in times of bereavement, serious illness or other crises in those cases where other leaves provided for this purpose are not available;
i. to keep doctor's or dentist's appointments which cannot be arranged during off-duty hours.

12.22.7 Leave shall not be granted for any of the following reasons:

a. to seek or engage in outside remunerative business;
b. to attend functions solely for the employee's pleasure;
c. to extend holiday or vacation periods for personal convenience;
d. to accompany a spouse on a trip when such travel is not otherwise authorized by these rules;
e. engaging in a strike demonstration, picketing, lobbying, rally, march, sick-out or any other activities related to work stoppage.

12.22.8 Exceptions to any of the above may be made only with express approval of the superintendent or the Board.

12.23 Long-Term Leaves

Applications for long-term leaves of absence must be made on forms provided by the Personnel Services Office, and are subject to approval by the Board.

No member of the bargaining unit shall be granted more than the equivalent of two (2) fiscal years of long-term leaves of absence for any reason in the ten-year period commencing with the beginning day of the first long-term leave. When a leave is in excess of one year, the employee shall be transferred to unassigned status with no right to return to their previous assignment.
During unpaid long-term leaves of absence, the District will not pay for group health, life and accident insurance. However, the employee may make arrangements with the District insurance office to continue coverage by making direct payment of premiums.

Employees granted long-term leaves of absence must give written notice no less than thirty (30) days before the expiration date of the leave regarding intention to return.

12.24

Long-Term Personal Leave

Long-term leaves without pay may be granted by the Board upon the recommendation of the superintendent or the assistant superintendent, Personnel Services Office, for the personal convenience of employees who have completed three (3) consecutive years in the District, subject to the following conditions:

a. They shall not be granted for less than three (3) months nor more than one (1) year.

b. They shall not be granted unless a qualified substitute is available.

c. Personal convenience leaves shall not be granted to permit an employee to accept other employment unless in the opinion of the superintendent or designee it would be in the best interests of the District for the employee to do so.

12.25

Abuse of Leave Provisions

If it is unquestionably established through documentation and/or first-person testimony that the employee has abused the leave privilege, he/she may be subject to salary deduction and/or disciplinary action.
ARTICLE 13—TRANSFERS / PROMOTIONS

13 Definitions

13.1 A voluntary transfer is one which is initiated by the employee and involves either a change in work location without a change in classification, or a reassignment to another job classification which does not result in an increase in salary.

13.1.1 An involuntary transfer is one which is initiated by the administration and involves a change in work location without a change in classification, or a reassignment to another job classification which does not result in a decrease in salary.

13.1.2 A promotion is a reassignment from a position in one class to a position in another class having a higher maximum rate of pay.

13.1.3 For the purpose of this article, a vacancy is any new or existing opening in any of the four (4) bargaining units which are parties to this Agreement.

13.1.4 Included among compelling reasons shall be the Board's adopted affirmative action policy.

13.2 Notices of Vacancies

13.2.1 Notices of Vacancies shall be given by the Personnel Services Office in one or more of the following ways:

13.2.1.1 By publishing Notices of Vacancy which are posted in a common area in each school and office with a copy mailed to the Union. The District shall provide the Union with fifty (50) additional copies of the Notices of Vacancy for distribution by the Union.

13.2.1.1.1 Notices of Vacancies may be used to announce a specific opening or to create an eligibility list from which future vacancies are to be filled.

13.2.1.2 Notices of Vacancies shall be posted for a minimum of eight (8) working days.

13.2.1.3 Notices of Vacancies shall be numbered in order of issuance.

13.2.2 Vacancies which are anticipated to last less than six (6) months may be posted at the discretion of the District. If such short-term vacancies are extended beyond six months, they shall be posted.

13.2.3 Notices of Vacancies shall not be required for vacancies which must be utilized in effecting administrative transfers.
13.2.4 Notices of Vacancies shall include the job title; condensed description of duties; qualifications required for the position; the assigned job site, if known; the assigned work shift, hours, weeks and months per year, if known; salary range; deadline to apply; and projected starting date, if known.

13.2.5 A list of personnel transactions approved by the Board shall be sent to the Union.

13.2.6 The District will provide the Union with copies of existing classified eligibility lists.

13.3 Transfers—Voluntary

13.3.1 All bargaining unit employees may request a transfer by submitting a classified "Request for Transfer or Reassignment" form to the Classified Personnel Office. Requests will be kept active for a period of six (6) months from the date of filing, following which time a new request must be filed if further consideration is to be given.

13.3.2 Any employee may submit a transfer request or make an application at any time directly to the Personnel Services Office without being required to notify or receive approval from the employee’s supervisor. All transfer requests shall be acknowledged in writing by the Personnel Services Office.

13.4 Transfers—Administrative

13.4.1 In cases where changes are deemed essential and necessary in the best interests of the District, the assistant superintendent, Personnel Services, or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.

13.5 Transfers—Surplus

13.5.1 In any school or administrative unit where a surplus exists, the District shall identify the positions to be declared surplus by classification and percent of time. The principle of seniority shall prevail in all transfers and surplus situations except when it directly conflicts with the District's adopted affirmative action policy.

13.5.1.1 Unless there are compelling reasons for doing otherwise, the employee with the least District seniority in that class and percent of time in which the surplus exists shall be involuntarily transferred.

13.5.1.2 No employee shall be subject to an involuntary transfer under this Section 5 due to enrollment changes more than twice during any one (1) school year.
13.5.1.3 Before transferring anyone involuntarily, voluntary transfer requests shall be granted to resolve the surplus unless there is direct conflict with the District's affirmative action policy.

13.5.1.4 Permanent personnel who have been involuntarily transferred due to a surplus within the past three (3) years shall have preference in returning to the school or administrative unit from which they were transferred, unless there is direct conflict with the District's affirmative action policy, provided they have expressed their desire to return by filing a transfer request form with the Personnel Services Office.

13.5.2 In the case of an involuntary transfer, the recommendation of the administrator where the vacancy exists cannot be sought or honored.

13.5.3 All employees who have been designated as surplus shall be given ten (10) working days notice of their new assignment.

13.5.3.1 The employee(s) involved in involuntary transfers have the right to meet with District representatives to discuss their transfers. The reason for the transfer will be issued in writing.

13.5.4 An employee subject to an involuntary transfer shall retain his/her job classification, workyear, permanently assigned hours and insurance benefits.

13.5.5 Surplus employees shall be assigned to regular vacancies before granting voluntary transfer requests or hiring new employees in that class.

13.6 Selection Procedures

13.6.1 Within a reasonable period of time following the final filing date for any Notice of Vacancy, the Classified Personnel Services Office shall do the following:

a. Screen all applicants for qualifications as indicated on the Notice of Vacancy.

b. Administer appropriate test and/or other screening procedures as deemed necessary.

c. Identify eligible candidates and refer for interview by the principal or other administrator not more than six (6) candidates if three (3) or more District employees are eligible and are available for referral, at least fifty percent (50%) of all applicants shall be the most senior District employees. If less than three (3) District employees are eligible and available for referral, they shall be included among those referred.
Qualified District employees shall be given consideration before qualified persons from outside the District are considered. Equal opportunity for advancement shall be extended to all qualified employees of the District.

Selection shall be made on the basis of the individual qualifications and capabilities of the candidate, current and previous work performance, District seniority including time spent in a related occupational classification, affirmative action guidelines, and performance evaluations.

Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.

Unsuccessful applicants may make a written request for explanation to the Classified Personnel Services Office. Such requests will be answered in writing within fifteen (15) working days.

All new District employees and current District employees selected for a promotional position in a class with a higher maximum rate of pay shall serve a probationary period of one (1) workyear. An employee who fails to complete successfully his/her promotional probationary period, shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

Voluntary Demotion

An employee may request in writing to the Personnel Services Office a voluntary demotion. A voluntary demotion would include a reduction in hours or a change to a classification with a lower maximum salary rate.

The parties agree to meet within 60 days of ratification of this Agreement for the purposes of reviewing Section 13.6, et seq., of the Agreement. The parties further commit to utilize the six steps of the CFIER interest process as the means to facilitate a discussion of the aforementioned provision of the Agreement.

The final conclusions/work product of the six-step process will be referred for negotiations between the parties as a part of the March 1993 reopeners.
ARTICLE 14—PERFORMANCE EVALUATIONS

14 Purposes of Performance Evaluations

14.1 There shall be three (3) major purposes of the performance evaluation system:

14.1.1 The identification, reinforcement and improvement of skills, attitudes and abilities which will result in better performance for classified employees.

14.1.1.2 The determination as to whether an employee should be retained or dismissed.

14.1.1.3 A factor to be used in consideration for promotions.

14.2 Responsibility for Evaluations

14.2.1 The responsibility for the formal evaluation of bargaining unit employees assigned to a specific school or other administrative unit rests with the principal or administrator in charge. Such evaluation is to be based upon observation of the employee's work, spaced over a sufficient period of time to allow for an adequate sampling of the employee's performance. If the principal or administrator is unable to adequately observe the employee's performance, the evaluation process shall be delegated to the direct supervisor. However, final responsibility rests with the principal or administrator.

14.2.2 The District shall designate the appropriate persons in 2.1 above.

14.3 Evaluation Schedule

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for one (1) workyear. If a long-term substitute or temporary employee or a short-term employee whose service is performed at the same school or site with the same immediate supervisor is appointed as a probationary employee to the same position, or to another position in the same class, which he/she held as a substitute or temporary or short-term employee, the time served in the long-term substitute or temporary or short-term status shall be counted in computing the completion date of the probationary period, provided there is no break in the service of such employee.

14.3.1.2 Within thirty (30) calendar days of election by the Board to a regular position, each classified employee shall meet with the principal or administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of 90 calendar days of service, each probationary employee shall be provided a
first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.

14.3.1.3

Should an employee’s first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation prior to receiving his/her final probationary evaluation.

14.3.2

Permanent Employees

All permanent employees shall receive a regular evaluation once every two (2) years according to the following schedule:

14.3.2.1

An employee whose social security number ends in an even number shall be evaluated in even years.

14.3.2.2

An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.

14.3.2.3

Even or uneven years refer to the year in which school year ends (e.g., 1983-84 is an even year).

14.3.2.4

Each permanent employee shall be given a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or his/her principal or administrator may wish to include in the evaluation.

14.4

Evaluation Reports

14.4.1

Forms

14.4.1.1

All performance evaluations shall be made on forms which are mutually agreed to by the parties. The District proposes that the parties establish a sub-committee to revise the current evaluation instrument.

14.4.1.2

A form provided by the District will be used until the Union and the District have mutually agreed to a changed form.

14.4.2

Special Evaluations

14.4.2.1

Additional reports may be submitted on probationary and permanent employees whenever the employee’s supervisor feels such reports will contribute to improvement of performance.
14.5 Evaluation Procedures

14.5.1 Evaluation Conference

14.5.1.1 Prior to completion of the final evaluation the employee and his/her principal or administrator shall meet to review the content of the evaluation as well as the evaluation's recommendations and conclusions.

14.5.2 Signing the Evaluation

14.5.2.1 The evaluation report shall be signed by the employee to indicate receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3 Employee Response

14.5.3.1 The employee shall have ten (10) working days to respond to his/her immediate supervisor or unit administrator on any area of the evaluation in writing. Written responses from the employee shall be permanently attached to the evaluation.

14.5.4 Correcting Deficiencies

14.5.4.1 The responsibility for correcting deficiencies is a mutual responsibility between the employee and the supervisor or unit administrator. If the evaluation is less than satisfactory, the supervisor or unit administrator shall take positive steps to assist in the correction of any cited deficiencies. Such action may include specific written recommendations for improvement as well as assistance in implementing such recommendations.

14.6 Appeals

When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal within ten (10) working days from the date of review of such evaluation. The appeal shall be processed through administrative channels to the assistant superintendent, Human Resource Services Office, who shall investigate all facts and obtain such evidence as is necessary. If the assistant superintendent, Human Resource Services Office, sustains the original rating, the employee shall have the right to further appeal to the associate superintendent where the decision shall be final.

14.6.1 Procedures agreed to in this article shall be subject to the grievance procedure. Substantive evaluations will be subject only to appeal in accordance with Section 6 of this article.
ARTICLE 15—PERSONNEL FILES

15 Inspection of Files

15.1 Personnel files include those maintained by principals or other administrators involved in employee evaluation, as well as files maintained by the Classified Personnel Office.

15.1.1 Materials in personnel files or materials to be placed in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.

15.1.2 Inspection of an employee file shall be made by the employee or by an authorized representative of the employee. Said authorization shall be submitted to the Classified Personnel Office, in writing, dated and signed by the employee. An employee is not required to make an appointment to inspect his/her personnel file. Personnel files shall be available for inspection at any time during regular business hours of the Classified Personnel Office, and shall be inspected in the presence of a designated employee. Employees working on the day shift may, once every six (6) months, be granted a reasonable amount of release time to inspect their files, if needed. The time shall be mutually agreed upon by the site administrator affected, the Classified Personnel Office staff and the employee.

15.1.3 An employee or authorized representative may receive copies of any materials contained in their personnel file at $.10 per copy.

15.2 Derogatory Materials; Appeal Procedures

15.2.1 Documents of a derogatory, critical or negative nature shall not be filed unless and until the employee is given a copy of the material and the opportunity to review the material and to file a written comment about said material. The document or material may be filed on the tenth (10th) working day following the date the employee was notified of its existence. The employee’s written response or comment shall be attached to the original document at the time it is submitted.

15.2.2 An employee has the right to appeal the contents of a document of a derogatory, critical or negative nature. Said appeal must be filed with the supervisor or administrator who initiated the document within ten (10) working days following the date the employee received said document. The supervisor or administrator shall meet with the employee within ten (10) working days concerning any request for reconsideration of the contents of such a document in an attempt to resolve the appeal.
informally. If the employee is not satisfied with the result of the informal appeal, he/she may then appeal the contents of said document to the Office of Human Resources within ten (10) working days of the date of the informal appeal referenced above.

An appeal, conducted by the Human Resources Office, shall be held within twenty (20) working days of the date the appeal was filed. The document in question shall not be placed in the employee's personnel file until a decision has been rendered to place the document in the employee's personnel file. If the appeal favors the employee, the questioned document shall be rendered null and void and shall not be placed in the employee's file. The decision rendered upon the appeal shall be final and binding and shall not be a subject of the grievance procedure.

15.2.3

Once a document is placed in a personnel file specifying discipline for a specific offense, other documents may not be filed which would extend the discipline for that same offense. Filed disciplinary documents may be used when disciplinary action is being taken on subsequent offenses.

15.2.4

A single incident of conduct which is the subject of a document of a critical, derogatory or negative nature, an oral warning, a written reprimand, a suspension for three (3) or fewer days with or without pay, shall not be the basis in whole or in part of a special performance evaluation unless at least sixty (60) working days have elapsed between the discipline imposed and the special performance evaluation. This sixty (60) day period is intended as a time during which the employee may demonstrate correction of the conduct which gave rise to the discipline.

15.2.5

An incident which results in an informal reprimand or warning can be followed by a written document from the employee's immediate supervisor, detailing the subject and date of said reprimand or warning for placement in the employee's personnel file. An employee shall have the right to appeal procedures as stated in Section 2.1 and 2.2 of this Article.

15.2.6

The person who causes materials to be placed in the personnel file shall sign and date them. Anonymous documents, letters or other materials shall not be placed in the file.

15.2.7

An employee may elect to be represented at each appeal level provided in Article 2.2 by a representative of his/her choice.

15.2.8

An employee may request a special evaluation after one (1) year from placement of documents of a derogatory, critical or negative nature. Such evaluation would be attached to such documents.
ARTICLE 16—SAFETY

16 Safe Conditions

16.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

16.1.1 Joint Responsibility—CAL/OSHA

The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions, and the Union recognizes the employee’s duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor.

16.2 Safety Committee

16.2.1 To insure employer/employee recognition of the importance of a safe working environment and conditions, a District Safety Committee shall be constituted.

16.2.2 The Safety Committee shall make recommendations to the superintendent’s designee. The Safety Committee shall research, identify, and prioritize such recommendations based on a majority vote of a quorum of the committee. Recommendations shall include documented findings supported by authoritative evidence identifying the safety problem/hazard. Extensive use shall be made of recognized and authoritative agencies (e.g., CAL/OSHA, State Department of Industrial Relations, Sacramento Safety Council, Schools Insurance Authority, California Federation AFL/CIO, etc.). The deputy superintendent, Business Services, will report a decision regarding the disposition of the recommendations in writing within thirty (30) days of the receipt of same.

16.2.3 The District Safety Committee shall meet monthly during the academic year, or scheduled as needed, to review and make recommendations on the following items:

16.2.3.1 Accident reports filed by employees during the intervening period to review the cause and develop a follow-up procedure for correction, if possible.

16.2.3.2 Reports filed by employees or others of alleged safety deficiencies or problems.

16.2.3.3 Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks and the responsibility of employees concerning safety practices.
16.3 Composition of Committee

The Safety Committee shall be composed of a designated number of representatives of management, not to exceed eight (8).

16.3.1 The Safety Committee shall be composed of eight (8) classified representatives as follows:

a. Police Officers Unit—one (1) employee
b. Aides-Paraprofessional Unit—one (1) employee
c. Operations-Support Services Unit—four (4) employees:
   (1) Custodian—(1) employee
   (2) Food Service—(1) employee
   (3) Maintenance/Tradesman—(1) employee
   (4) Transportation—(1) employee
d. Office-Technical Unit—(1) employee
e. Union—(1) staff representative or one (1) designated Union steward

16.4 Safety Equipment

16.4.1 The District agrees to provide or to make available needed safety equipment as recommended by the District Safety Committee, unless the recommendations are not financially feasible.

16.4.2 The District will provide protective clothing for safety reasons for employees as dictated by the nature of their work to be performed and the materials used.

16.5 Police Officer Equipment

16.5.1 The District agrees to purchase safety vests for individual officers who request them.

16.5.2 Because police officers may have personal preferences concerning equipment, the District will follow guidelines established by the Sacramento City Police Department.

16.6 Safety Classes

16.6.1 The District agrees to compensate any employee who is required by the District to attend safety classes and first-aid classes outside of his/her normal workday.
16.7 **Personal Property**

The District shall reimburse employees for any damage or destruction of clothing or other items of personal property, except vehicles and money brought in and removed each day while on duty in the school/site, on the school/site premises or at a District-sponsored activity, as per District policy.

16.8 **Assault**

16.8.1 In case of assault or assault and battery, the District shall advise the assaulted party and shall assist, if possible, the affected employee.

16.8.2 Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the employee upon request.

16.9 **Accident Reports**

In case of an accident on the job, the District shall make available the necessary accident reports and assist the employee to complete these forms.

16.10 **Emergency Procedures**

Each classified employee shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.

16.11 **Procedures for Loiterers**

The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school/site to every member of the bargaining unit and copies shall be posted in prominent locations at the school/site.
ARTICLE 17—PROFESSIONAL GROWTH PROGRAM

17 Purpose

17.1 The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and within the employee’s current occupational area.

17.2 Eligibility

All probationary and permanent employees are eligible to participate. This does not include temporary, short-term or substitute employees, although such personnel may take coursework to be “stock-piled” in the event they are later elected on a regular basis.

17.3 Methods of Credit

17.3.1 College, University and District-Sponsored Courses or Workshops

In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for coursework taken from any of the following:

17.3.1.1 Four-year colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.2 Universities accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.3 Junior or community colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.4 District-sponsored in-service courses or workshops.

17.3.2 Conferences or Training Programs

In-service growth credit may be earned through hours of service or attendance from any of the following:

17.3.2.1 Adult education programs.

17.3.2.2 Conferences or professional organizations related to the employee’s job assignment or to the employee’s general education.

17.3.2.3 Special training programs/conventions/workshops:

17.3.2.3.1 Private firms.

17.3.2.3.2 Private schools (business).
17.3.2.3.3 Trade union programs.
17.3.2.3.4 Recognized community resource groups.
17.3.2.3.5 Other governmental organizations.
17.3.2.4 Credit shall be given for these activities, which may be combined, on the following basis:

<table>
<thead>
<tr>
<th>Total Hours of Attendance or Effort</th>
<th>Semester Unit Equivalents</th>
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<tr>
<td>15</td>
<td>1/2</td>
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<tr>
<td>30</td>
<td>1</td>
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<tr>
<td>45</td>
<td>1-1/2</td>
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<td>60</td>
<td>2</td>
</tr>
</tbody>
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17.3.2.5 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Personnel Services Office.

17.3.3 Travel

17.3.3.1 Credit may be authorized for approved travel which can be demonstrated to have benefit and a direct relationship to the employee's current assignment at the rate of one (1) semester unit per each week of such travel to a maximum of three (3) semester units.

17.3.3.2 Determination of credit shall be based upon a written report which shall contain a daily itinerary, a statement of the educational values derived, and an appraisal of how the travel contributed to the employee's professional improvement as it relates to his/her duties and responsibilities and general education.

17.3.4 Special Projects and Study

17.3.4.1 Credit may be authorized for completion of special projects and study which can be demonstrated to have benefit and a direct relationship to the employee's current assignment and general education.

17.3.4.2 Projects include, but are not limited to:

17.3.4.2.1 Individual study.
17.3.4.2.2 Special research projects.
17.3.4.2.3 Visitations or observations.
17.3.4.2.4 Educational materials.
17.3.4.3 Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work of this type which is performed during an employee's regular duty hours.

17.4 Approval Procedures

17.4.1 All requests for prior approval of professional growth credits for proposed courses, programs, travel or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the director, Classified Personnel Services.

17.4.2 Approval by the director, Classified Personnel Services, prior to beginning any professional growth activities is required except for those activities listed in Section 3.1; however, it is advised since it provides protection to the employee against taking a course and later finding that it is not acceptable for salary credit.

17.4.3 Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed in 17.3.1, 17.3.2, 17.3.3 and 17.3.4 may be submitted to the Classified Personnel Director for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 Restrictions

17.5.1 Job-Related Courses

At least fifty percent (50%) of the professional growth credits shall be directly related to the employee's duties as defined by job classification specifications and/or related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2 General Education Courses

The other fifty percent (50%) of the professional growth credits may be "general education" units which shall be certified as appropriate by the Classified Personnel Director. Courses which are avocational, hobby type or are taken for personal pleasure or amusement are not certifiable.
17.5.3 No On-Duty Credit

Professional growth credits cannot be given for courses or activities undertaken while an employee is required to be on duty.

17.5.4 Aides’ Credit and Career Lattice

Units earned by personnel in the Aide-Paraprofessional Unit cannot be used for this program if used for movement on the career lattice.

17.5.5 Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit.

17.5.6 Courses Taken Prior to Adoption

No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.

17.6 Salary Allowable

Properly approved course work or activities are paid for by adding $4.75 per month, effective October 1, 1989, and $5.00 per month, effective July 1, 1990, per semester unit of credit earned up to a total of twenty-eight (28) units for 1988/89, and thirty-two (32) units for 1989-90. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro rata basis.

17.6.1 No salary credit shall be granted until the employee has served three (3) full consecutive years in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is reemployed within one (1) year shall be counted as consecutive.

17.6.2 After three (3) years served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to nine (9) units.

17.6.3 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.

17.6.4 Verification of units earned for in-service salary credit shall be submitted as they are earned to the Classified Personnel Services Department. Twice annually, on September 1 and April 1, the Classified Personnel Services Department will review employees' length of service and accumulated units to determine eligibility for
receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

17.6.5

No less than one-half (1/2) unit of credit may be submitted at any one time.

17.7

Appeal Procedures

17.7.1

Employees whose requests for prior approval or for acceptance of completed work have been denied by the director, Classified Personnel Services, may appeal such decisions to the Professional Growth Program Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the assistant superintendent, Personnel Services, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees from each bargaining unit and job sector. The decisions of the appeal committee shall not be subject to the grievance procedure.

17.7.2

The superintendent or designee shall review upon appeal by the employee the written record of the appeal committee. The superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.
ARTICLE 18—GRIEVANCE PROCEDURE

Definitions

18.1 A "grievance" is a claim by one or more named employees or the Union of an alleged violation, misinterpretation or misapplication of a provision of this Agreement which directly affects the grieving employee or group of grieving employees.

18.1.1 A "working day" is any day in which the central administrative offices of the Sacramento City Unified School District are open for business.

18.1.2 A "grievant" is a named person asserting a grievance or the Union.

18.1.3 A "party in interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.1.4 An "employee" is a classified employee in any of the represented bargaining units.

Purpose

18.2 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems which may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging or denying the settlement of grievances or problems within the normal administrative channels of the District.

Level I Local Problem Solving

18.3 Preamble. The purpose of Level I shall be to solve the specific allegation(s), issue(s) or problem(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should attempt to resolve the grievance either informally or formally at Level I. The parties are encouraged to work out a solution that is consistent with the Contract. Solutions reached at Level I are considered non-precedential.

18.3.1 Informal Track. A grievance may be discussed orally with grievant's principal or unit administrator with the objective of resolving the matter informally, without the filing of the grievance form. However, nothing shall preclude the filing of a written grievance prior to or during the informal hearing. The informal process may include the SEIU as grievance representative.
a. The intent of the meeting is to focus on solution. The parties shall attempt to define the issue, discuss interests, explore options and, if possible, agree to an outcome. Upon request, the solution, if any, will be reduced to writing.

b. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed.

c. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

In the event the grievant is not satisfied with attempted resolution by informal means, and the grievant wishes to file a formal grievance, the grievant must submit the grievance in writing to the principal or unit administrator upon forms provided by the District.

18.3.3 Formal Track. If a formal grievance has been filed, the grievant may:

a. discuss the grievance personally, or

b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance.

The meeting should be held within ten (10) working days after filing the grievance.

18.3.4 Within ten (10) working days following the meeting to discuss the grievance, the principal or unit administrator shall render the decision and the reasons therefor, in writing, to the grievant and to the exclusive representative. Information copies of the decision at this level shall be sent to the superintendent's designee for employee relations and the appropriate District administrator having responsibility for the organizational segment with which the grievance was processed.

18.3.5 The written grievance should include:

a. a description of the specific grounds of the grievance;

b. a listing of the specific article or section of the Agreement alleged to have been violated;

c. a listing of specific actions requested of the principal or unit administrator which will remedy the grievance.
Conduct of the Level I Meeting

a. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options and, if possible, agree to an outcome.

b. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed.

c. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

Level II

18.4.1 If the Union is not satisfied with the disposition of the grievance at Level I, the Union may file a request for a Level II meeting within ten (10) working days of the receipt of the Level I decision. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting. The party filing for a Level II meeting will forward the written grievance and the Level I decision to the Office of Employee Relations. The written grievance should include:

18.4.1.1 A description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;

18.4.1.2 A listing of the specific article or section of the Agreement alleged to have been violated;

18.4.1.3 A listing of specific actions requested of the school district which will remedy the grievance.

18.4.2 The Level II form for appeal shall be considered a formal request for a meeting and a written decision by the superintendent or his/her designee. The meeting should be held within twenty (20) working days from receipt of the grievance by the Office of Employee Relations.

18.4.2.1 The District and SEIU agree to make every effort to schedule Level II grievance meetings twice a month. The intent of the parties is to hear all grievances within 40 working days of time of appeal as postmarked.
18.4.2.2 There shall be two tracks to solve the problem. The Union shall reserve the right to choose either:

- a. the Mediation Track as described in Sections 4.4.3 through 4.4.3.8, or
- b. the Interest-Based Track as described in Sections 4.4.4 through 4.4.4.3.

18.4.2.3 Under either track, the parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

18.4.2.4 Release time will be provided for the employee(s) participating at Level II meetings upon the written request of the Union.

18.4.3 Mediation

Grievances appealed to Level II may be submitted to mediation. Mediation shall take place on the first and third Thursday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually develop a Level II grievance calendar for each year at the same time mediators are selected as per 18.4.3.3.

18.4.3.1 Under no case shall the adjustment or resolution of grievances at this level exceed forty (40) working days from the date of their appeal at Level II, unless extended by mutual agreement of the parties. If not extended, the Union may appeal the grievance to Level III.

18.4.3.2 Mediators who have been selected by the parties to mediate grievance disputes at Level II will be scheduled on a rotating and available basis.

18.4.3.3 The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.

18.4.3.4 All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

18.4.3.5 Mediation Procedures

The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination.
and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

18.4.3.6

The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If settlement is not possible, the mediator shall provide the parties within an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of notetaker shall be allowed to be present at the proceedings.

18.4.3.7

If the parties agree to be bound by a mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.

18.4.3.8

Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III. Any grievance not resolved at the initial mediation session or additional mediation session(s) and which the Union wishes to pursue may be appealed by the Union to Level III within forty (40) working days of its submission by the grievant or the Union at Level II. Any such appeal shall be made within ten (10) working days of the appropriate above-mentioned deadline.

18.4.4

Interest-Based Track

The interest-based approach is intended to utilize any or all of the six-step, interest-based, problem-solving model and appropriate individuals needed to reach a mutually acceptable solution.
18.4.4.2 The six-step model shall include the following:

a. Selecting an Issue
b. Describing the Situation
c. Identifying Interests
d. Generating Options and BATNAS (alternatives)
e. Identifying Criteria for the Decision
f. Deciding on the Outcome

18.4.4.3 Any grievance not resolved shall be treated per the timeline provisions of 18.4.3.8 of the article.

18.5 Level III—Arbitration

18.5.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in the Office of Employee Relations within ten (10) working days after receipt of the written decision of the superintendent, or his/her designee.

18.5.2 Selection of Arbitrator

When arbitration has been requested, the parties shall contact the California Conciliation Services for a list of arbitrators. The grievant and the representative of the Office of Employee Relations shall alternatively strike names from such list until only one (1) name remains.

18.5.3 Costs of Arbitration

18.5.3.1 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

18.5.3.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing, if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall borne by the party ordering such transcripts.
18.5.4 Function of Arbitrator

18.5.4.1 The function of the arbitrator shall be:

a. to hold a hearing concerning the grievance, and

b. to render an advisory award within thirty (30) days after the close of the hearing.

18.5.5 Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

18.5.6 Limitations

18.5.6.1 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

18.5.6.2 The arbitrator shall not render any award which conflicts with or alters this Agreement.

18.5.6.3 It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

18.5.7 Decision

18.5.7.1 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper; however, no award of back pay beyond twenty (20) days prior to the filing of the grievance will be allowed.

18.5.7.2 The decision of the arbitrator will be binding upon both parties, except in the case of disciplinary appeals which are processed pursuant to the sideletter Agreement between the parties.

18.6 General Provisions

18.6.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

18.6.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
18.6.3 Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

18.6.4 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

18.6.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

18.6.6 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

18.6.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

18.6.8 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

18.6.9 A grievant may be represented by the Union at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

18.7 **Grievance Form**

All formal grievances shall be filed on a District grievance form which shall be designed and agreed upon by the District and the Union.
ARTICLE 19–EFFECT OF AGREEMENT

19 Agreement Supersedes Past Practices

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

19.1 Negotiations

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

19.2 Changes or Amendments

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

19.3 Savings Clause

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

19.4 No Reprisals

Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or in-directly, against the other party or any members thereof regarding any action taken on the part of such persons in the exercising of their rights and responsibilities under this Agreement.

19.5 Right to Meet and Consult

Nothing contained in this Agreement shall preclude the parties from meeting and consulting on items not contained in the Agreement.
Exemptions from Contract

The parties mutually agree to print certain items at the same time and in the same document in which the employer/employee contract is printed.

The parties further agree that the items concerning layoffs, reduction in force and discipline procedures are not part of the employer/employee Agreement and are not annexed to that Agreement but are printed in this document only as a convenience to employees and administrators of the District, SEIU officials and members of the Sacramento community who have access to the document.

Contract Reorganization for Clarity

Upon completion of ratification and execution of this contract by affixing the signatures of the principals thereon, the Union and the District will jointly reorganize this contract for the purpose of clarity. No changes will be made in the language or intent of the contract.
ARTICLE 20–SUCCESSION AGREEMENT

20

The Board agrees to enter into negotiations with the Union over a successor agreement no later than thirty (30) days after the public meeting of the Board at which time the Union's successor agreement proposals are presented to the Board as per the requirements of Senate Bill 160. The Union agrees that its proposals for a successor agreement will be presented to the Board in writing at one of its regularly scheduled March meetings of the year the existing Agreement expires. Any agreements so negotiated shall be reduced to writing after the ratification by the parties.
ARTICLE 21—DURATION

21 Effect
This Agreement shall be effective after ratification by the Board and by the Union.

21.1 Duration
This Agreement shall be effective upon ratification by the parties, and shall continue through June 30, 1995.

21.2 Reopening Provisions for 1993-94 and 1994-95
The parties agree to automatically reopen negotiations on Articles 6 and 7 (Salaries and Benefits), and two articles of each party’s choice, if selected by either party. Nothing in this provision shall limit the ability of the parties to reopen negotiations on any matter of mutual agreement.

There shall be a separate and distinct reopening on the above matters for both 1993-94 and 1994-95. The parties will provide each other with specific written proposals by no later than April 1 of each year.

21.3 Special Provisions for 1992-93
21.3.1 The parties will engage in mini-factfinding. This will be followed by limited negotiations for the purposes of restoring any of the agreed upon cuts in program or compensation, and/or for discussing those matters recommended by the factfinder.

21.3.2 The factfinding process shall involve:

a. Making factual determinations on:


   (2) Actual dollars spent on classified bargaining-unit health and welfare premiums by medical, dental, vision and life (one list for active, one for retirees).

   (3) Unit positions vacated (bargaining unit) and not filled 1991-92 and 1992-93.

   (4) Savings for part-time employees converting to TSA’s.

21.3.3 The factfinder shall be selected mutually by the parties. If no agreement can be reached by December 1, 1992, then the selection shall be made by alternatively striking names from a list provided by PERB. The parties will utilize the
interest-based model to the extent practicable on matters other than factual determinations. The order of the process shall be:

a. an informal presentation by the parties; then,

b. mediation by the neutral in order to facilitate an agreement; then

c. written findings and recommendations of the neutral in the absence of agreement.

The factfinding process is expected to begin during the month of December and be completed before February 15, 1993.

Subsequent to the issuance of the factfinding report, the parties will engage in negotiations limited to:

a. the matters described in 21.3.1 and 21.3.2 above; and

b. the definition of vesting of retiree benefits.

If no agreement is reached, the status quo, as defined in the contract, will be maintained.
THE AGREEMENT IS EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY SCHOOL DISTRICT AND LOCAL 22, OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC.

In Witness Whereof the union has caused this agreement to be signed by its representatives and the board has caused this agreement to be signed by its president, attested by its clerk.

<table>
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<td>Lula J. Holbrook</td>
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<td>Sharon A. Chue</td>
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Board of Education

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<td>Bill Camp</td>
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Attested by:

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<tr>
<td>Ralph F. Clew</td>
<td>12-15-92</td>
</tr>
</tbody>
</table>
ARTICLE 22—NO STRIKE

The Union and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. This prohibition shall not apply in 1993-94 or 1994-95 only if the parties reopen negotiations over salary and complete statutory impasse procedures without reaching agreement.
APPENDIX
RULES AND REGULATIONS OF THE SALARY SCHEDULE

Placement on the Schedule

An employee shall be placed on the first step of the appropriate salary range except for a maintenance employee who is paid on a flat hourly or monthly rate.

Experience Credit. The director, Classified Personnel Services, may grant one (1) step for each year of related or allied experience if necessary to recruit highly qualified candidates; provided that no initial placement shall be higher than the median step of the range except by approval of the Board.

Reemployment. A permanent employee who resigns from the District and is subsequently reemployed within one (1) year in the same classification shall be placed on the same step as on at the time of resignation.

Earned Increments

A regular employee, except a maintenance employee who is paid on a flat hourly or monthly rate, shall be advanced to the next higher step of the salary range on the first day of the month following the completion of one (1) year of employment until the maximum salary for the range is reached; provided the employee receives compensation for seventy-five per cent (75%) of the required workdays. The services of an employee who starts on the first working day of a month shall be considered as dating from the first calendar day of such month for the purposes of this section.

Method of Payment

Twelve-Month Workyear. A full-time, twelve (12) month employee shall be compensated at the appropriate monthly amount shown on the salary schedule. Part-time, twelve-month (12) employees shall receive a pro rata amount of the monthly amount based on his/her percent of time.

Nine, Ten and Eleven-Month Workyear. Employees shall have their salary computed using the appropriate hourly amount shown on the salary schedule.

Salary Rate on Reassignment to Class with Higher Salary Range

The following stipulations shall govern salary schedule placement:

If eligible, the employee first shall be granted an earned increment on his/her previous range.
4.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five per cent (5%) salary increase.

4.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

4.4 If the previous salary, including increment adjustments, is in between steps on the new range, he/she shall be placed two (2) steps higher.

5 Salary Rate on Reassignment to Class with Lower Salary Range

5.1 The following stipulations shall govern the salary schedule placement of an employee who is reassigned to a class with a lower salary maximum as a result of a voluntary demotion or because of a reduction in force:

5.1.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

5.1.2 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed on that step.

5.1.3 If the previous salary, including increment adjustment, is between steps on the new range, step placement in the new range shall be the next higher dollar amount.

5.1.4 If the previous salary, including increment adjustment, is above the maximum step in the new range, the new salary will be set at the maximum step.

5.2 When an employee is involuntarily reassigned to a classification with a lower salary maximum for reasons other than disciplinary action or reduction in force, or if his/her position is reallocated to a lower salary range, he/she shall suffer no loss in salary. If the previous salary, including increment adjustment, is higher than the maximum of the new class, he/she shall be "Y" rated.

5.3 When an employee is reassigned to a class with a lower salary maximum as a disciplinary action, step placement shall reflect total years of experience in both the class from which the employee is demoted and the class to which he/she is reassigned.

6 Reallocation of Class to a Higher Salary Range

Whenever a class or position(s) within a class is reallocated to a higher salary range, all incumbent employees affected shall be placed on the same step in the new range as they occupied on the previous one.
Salary Step on Reinstatement from Laid-Off

Any employee who is reinstated (after having been laid off) within thirty-nine (39) months from the date of termination shall receive the same salary as received at the time of layoff plus increment, if earned. If the salary the employee had been receiving before layoff cannot be found in the range, he/she will receive the next higher dollar amount, provided that such salary does not exceed the maximum of the range in which reemployment occurred. The original anniversary date of the employee will be maintained. An employee who has resigned in good standing and who is reemployed within one (1) year of the date of termination will be placed on the same step that he/she was on when separated. The anniversary date shall be the date of reemployment.

Hourly Pay Calculations

Hourly pay rates shall be determined by dividing the monthly rate by 173.33. (This division is a constant which represents the average number of working hours in a work month.)
### Sacramento City Unified School District

Salary Schedule for Classified Non-Management Personnel

**PLACEMENT OF CLASSES ON RANGES**

1992 - 1995

*(Effective July 1, 1992)*

![Aides-Paraprofessional Unit](image)

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<tr>
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<td>Teacher Assistant (Bilingual) I, Laotian</td>
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<tr>
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## SALARIES SCHEDULE FOR CLASSIFIED NON-MANAGEMENT PERSONNEL

### PLACEMENT OF CLASSES ON RANGES

1992 - 1995

(Effective July 1, 1992)

#### OFFICE-TECHNICAL UNIT

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<tr>
<th>Job Class Code</th>
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<td>590000</td>
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</table>
# Sacramento City Unified School District

## Salary Schedule for Classified Non-Management Personnel

### PLACEMENT OF CLASSES ON RANGES

1992 - 1995

*(Effective July 1, 1992)*

## OPERATIONS-SUPPORT SERVICES UNIT

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<th>Salary Range</th>
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<tr>
<td>816000</td>
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<tr>
<td>610000</td>
<td>Custodian</td>
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<tr>
<td>982000</td>
<td>Deliveryworker</td>
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<tr>
<td>617000</td>
<td>Floor Maintenance Worker</td>
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<tr>
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<tr>
<td>817000</td>
<td>Lead Construction Inspector</td>
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<tr>
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<td>Night Watchperson</td>
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<td>645000</td>
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<tr>
<td>613000</td>
<td>Swimming Pool Custodian</td>
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<tr>
<td>996000</td>
<td>Toolroom Attendant</td>
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<tr>
<td>925000</td>
<td>Transportation Mechanic</td>
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<td>Transportation Shop Foreperson</td>
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<tr>
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<tr>
<td>653000</td>
<td>Utility Worker/Central Operations</td>
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<tr>
<td>998000</td>
<td>Warehouse Worker</td>
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<tr>
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<td>Watchperson, Weekends and Holidays</td>
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## POLICE OFFICER UNIT

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<tr>
<td>640000</td>
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</table>
Salary Schedule for Classified Non-Management Personnel

CLASSIFICATIONS WITH FLAT RATE SALARY

1992 - 1995

(Effective July 1, 1992)

**OPERATIONS-SUPPORT SERVICES UNIT**

<table>
<thead>
<tr>
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<th>Job Class Title</th>
<th>Salary Rate</th>
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</thead>
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<td>Air Conditioning and Refrigeration Installation and Repairperson/Plumber</td>
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<td>Asbestos Repair Worker/Trainee</td>
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<td>809000</td>
<td>Asbestos Repair Worker/Trainee, 2nd Shift</td>
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<td>820000</td>
<td>Assistant Foreman, Electrician</td>
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<td>819000</td>
<td>Backflow Prevention/Water Treatment Technician</td>
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<td>Carpenter</td>
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## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Salary Schedule for Classified Non-Management Personnel

### PLACEMENT OF CLASSES ON RANGES
1992 - 1995
(Effective July 1, 1992)

### SPECIAL HOURLY PAY RATES

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Longevity Increment: A $538 annual stipend after completion of 10, 16, 19, and 22 years of credited service.

In-Service Growth: Effective July 1, 1990, a stipend of $5.00 per month per semester unit of credit may be earned after three (3) years of service, for up to a total of 32 units.

Hourly rates are computed on the basis of 173.333 average work-hours per month.
### Salary Schedule for Classified Non-Management Personnel

**Sacramento City Unified School District**

**SALARY SCHEDULE FOR CLASSIFIED NON-MANAGEMENT PERSONNEL**

**1992-93**

*Effective July 1, 1992*

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| $1,361  | $16,332  | $62.80| $7.85  | $11.78   |
| $1,388  | $16,656  | $64.08| $8.01  | $12.02   |
| $1,421  | $17,052  | $65.60| $8.20  | $12.30   |
| $1,451  | $17,412  | $66.96| $8.37  | $12.56   |
| $1,485  | $17,820  | $68.56| $8.57  | $12.86   |

| $1,505  | $18,060  | $69.44| $8.68  | $13.02   |
| $1,544  | $18,528  | $71.28| $8.91  | $13.37   |
| $1,581  | $18,972  | $72.96| $9.12  | $13.68   |
| $1,615  | $19,380  | $74.56| $9.32  | $13.98   |
| $1,648  | $19,776  | $76.08| $9.51  | $14.27   |

| $1,687  | $20,244  | $77.84| $9.73  | $14.60   |
| $1,726  | $20,712  | $79.68| $9.96  | $14.94   |
| $1,763  | $21,156  | $81.36| $10.17 | $15.26   |
| $1,799  | $21,588  | $83.04| $10.38 | $15.57   |
| $1,843  | $22,116  | $85.04| $10.63 | $15.95   |

| $1,886  | $22,632  | $87.04| $10.88 | $16.32   |
| $1,931  | $23,172  | $89.12| $11.14 | $16.71   |
| $1,973  | $23,676  | $91.04| $11.38 | $17.07   |
| $2,021  | $24,252  | $93.28| $11.66 | $17.49   |
| $2,061  | $24,732  | $95.12| $11.89 | $17.84   |

| $2,111  | $25,332  | $97.44| $12.18 | $18.27   |
| $2,160  | $25,920  | $99.68| $12.46 | $18.69   |
| $2,215  | $26,580  | $102.24| $12.78 | $19.17   |
| $2,267  | $27,204  | $104.64| $13.08 | $19.62   |

| $2,314  | $27,768  | $106.80| $13.35 | $20.03   |
| $2,371  | $28,452  | $109.44| $13.68 | $20.52   |
| $2,435  | $29,220  | $112.40| $14.05 | $21.08   |
| $2,484  | $29,808  | $114.64| $14.33 | $21.50   |
| $2,550  | $30,600  | $117.68| $14.71 | $22.07   |

| $2,609  | $31,308  | $120.40| $15.05 | $22.58   |
| $2,671  | $32,052  | $123.28| $15.41 | $23.12   |
| $2,737  | $32,844  | $126.32| $15.79 | $23.69   |
| $2,805  | $33,660  | $129.44| $16.18 | $24.27   |
| $2,867  | $34,404  | $132.32| $16.54 | $24.81   |

| $2,938  | $35,256  | $135.60| $16.95 | $25.43   |
| $3,007  | $36,084  | $138.80| $17.35 | $26.03   |
| $3,084  | $37,008  | $142.32| $17.79 | $26.69   |
| $3,155  | $37,880  | $145.60| $18.20 | $27.30   |
| $3,231  | $38,772  | $149.12| $18.64 | $27.96   |

| $3,309  | $39,708  | $152.72| $19.09 | $28.64   |
| $3,389  | $40,668  | $156.40| $19.55 | $29.33   |
| $3,474  | $41,688  | $160.32| $20.04 | $30.06   |
| $3,557  | $42,684  | $164.16| $20.52 | $30.78   |
| $3,643  | $43,716  | $168.16| $21.02 | $31.53   |

| $3,732  | $44,784  | $172.24| $21.53 | $32.30   |
| $3,824  | $45,888  | $176.48| $22.06 | $33.09   |
| $3,919  | $47,028  | $180.88| $22.61 | $33.92   |
| $4,013  | $48,156  | $185.20| $23.15 | $34.73   |
| $4,111  | $49,332  | $189.76| $23.72 | $35.58   |

| $4,212  | $50,544  | $194.40| $24.30 | $36.45   |
| $4,316  | $51,792  | $199.20| $24.90 | $37.35   |
| $4,423  | $53,076  | $204.16| $25.52 | $38.28   |
| $4,529  | $54,348  | $209.04| $26.13 | $39.20   |
| $4,637  | $55,644  | $214.00| $26.75 | $40.13   |

| $4,756  | $57,072  | $219.52| $27.44 | $41.16   |
| $4,871  | $58,452  | $224.80| $28.10 | $42.15   |
| $4,990  | $59,880  | $230.32| $28.79 | $43.19   |
| $5,115  | $61,380  | $236.08| $29.51 | $44.27   |

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*Note: Monthly, Annually, Daily, Hourly, Time-1/2 columns represent salary data for different pay periods.*
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Sacramento City Unified School District

Salary Schedule for Classified Non-Management Personnel
Second Shift, 5% Differential
1992-93
(Effective July 1, 1992)
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# Sacramento City Unified School District

## Salary Schedule for Classified Non-Management Personnel

### Third Shift, 8.5% Differential

#### 1992-93

(Effective July 1, 1992)

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17
ATTACHMENTS
The following Board policies concerning reduction in force and discipline procedures are not part of the employer/employee Agreement and are not annexed to that Agreement, but are printed in this document only as a convenience to employees and administrators of the District, SEIU officials and the members of the Sacramento community who have access to the documents.

3. Reduction in Force and Reemployment P-4106

a. Reduction in Force: Schools and Offices P-4107

When it becomes necessary through lack of work or funds to reduce the number of employees in any administrative unit in the District, the member of the superintendent's executive staff having administrative supervision over that unit shall make the determination and shall furnish the assistant superintendent, Personnel Services Office, a list of the classes of position(s) to be vacated.

When the positions to be eliminated have been established, the Personnel Services Office shall prepare a District-wide seniority list for each classification.

b. Reduction in Force: District-wide P-4108

When it becomes necessary through lack of work or funds to reduce the number of employees District-wide, the procedure shall be:

(1) The assistant superintendent, Personnel Services Office, shall inform the superintendent of the need for a layoff.

(2) The superintendent shall consider the recommendation and, if he/she concurs, shall recommend to the Board that a layoff be accomplished.

(3) The Board shall consider the recommendation and either approve or disapprove it.

If the Board approves the recommendation, the layoff shall be implemented as follows:

(4) Order of Reduction

Within each class to be vacated, employees shall be laid off in the following order:

Temporary and substitute employees
Probationary employees
Permanent employees
In the event two (2) or more employees have the same length of service in the class and higher classes, the assistant superintendent, Personnel Services, shall determine the order of layoff based on the needs and best interest of the District.

Layoffs within any given classification shall proceed in the inverse order of total District service in the class plus higher classes. Before being laid off, an employee shall be given the opportunity to replace an employee with less seniority in a classification that has the same or lower maximum salary provided that the employee has had service as a regular District employee in the class. Reemployment shall be in the reverse order of layoff.

Length of service means all hours in paid status, whether during the school year, a holiday, recess or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. Length of service includes any prior District service provided the employee is reemployed within one year and is granted permanency upon reemployment. Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District, except service in restricted positions.

References: E.C. 45128, 45308
F. Discipline--Permanent Classified Employees* P-4120

*Adopted 7/22/85

1. Causes P-4121

Permanent classified employees may be disciplined for just cause. Discipline includes: suspensions, demotions and dismissals.

This section does not apply to oral warnings or reprimands.

2. Suspensions P-4122

The assistant superintendent, Personnel Services Office, may suspend an employee without pay for not more than nine (9) working days for any just cause. The superintendent may extend the period of that suspension of the employee without pay.

3. Demotions P-4123

The Board of Education may, upon recommendation of the superintendent, reassign an employee to a class having a lower maximum rate of pay. This action may be based on a performance evaluation report and/or other documentary evidence of the employee’s inability to maintain an acceptable level of job performance or acts of misconduct.

4. Dismissal P-4124

A permanent classified employee may be dismissed by the Board of Education upon the recommendation of the superintendent.

5. Invoking of Discipline P-4125

Any of the above discipline procedures may be invoked regardless of pending contractual grievance procedures.

6. Written Notice P-4126

The District shall provide written notice for informing the employee of the specific disciplinary charges against him/her. The notice will inform the employee of charges against him/her and contain a statement of his/her right to a hearing on such charges under contractual grievance procedure, which hearing shall not be less than five (5) days after the service of the notice to the employee. The notice will contain a card or paper, the signing and filing of which shall constitute a demand for review under the contractual grievance procedure and a denial of all charges.

7. Investigatory Interviews P-4127

When an employee has a reasonable belief that an investigation might lead to any disciplinary action other than an oral warning, he/she has the right to representation during any interview related to that investigation.

References: NLRB vs. Weingarten; Social Workers' Union, Local 535 vs. Alameda County Welfare Department
FAMILY RIGHTS ACT OF 1991

12945.2 Family Care Leave; Definitions; Conditions, Unlawful Employment Practices

(a) It shall be an unlawful employment practice for any employer of 50 or more employees to refuse to grant a request by any employee with more than one year of continuous service with the employer, who meets all requirements of this section, and who is eligible for other benefits to take up to a total of four months in a 24-month period for family care leave. Family care leave requested pursuant to this subdivision shall not be deemed to have been granted unless the employer provides the employee, upon granting the leave request, a guarantee of employment in the same or a comparable position upon the termination of the leave. The commission shall adopt a regulation specifying the elements of a reasonable request.

(b) For purposes of this section:

(1) "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 of the following:

(A) Under 18 years of age.

(B) An adult dependent child.

(2) "Employer" means any person who directly employs 50 or more persons to perform services for a wage or salary.

(3) "Family care leave" means either of the following:

(A) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee.

(B) Leave to care for a parent or a spouse who has a serious health condition.

(4) "Employment in the same or a comparable position" means employment in a position that has the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.

(5) "Health care provider" means an individual holding either a physician's and surgeon's certificate used pursuant to Article 4 (commencing with Section 2080) of Chapter 5 of Division 2 of the Business and Professions Code or an osteopathic physician's and surgeon's certificate issued pursuant to Article 4.5 (commencing
with Section 2099.5) of Chapter 5 of Division 2 of the Business and Professions Code.

(6) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

(7) "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either of the following:

(A) Inpatient care in a hospital, hospice, or residential health care facility.

(B) Continuing treatment or continuing supervision by a health care provider.

(c) An employer shall not be required to pay an employee for any leave taken pursuant to subdivision (a), except as required by subdivision (d).

(d) An employee taking a leave permitted by subdivision (a) may elect, or an employer may require the employee, to substitute for leave allowed under subdivision (a), any of the employee's accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the employer. However, an employee shall not use sick leave during the period of family care leave unless mutually agreed to by the employer and the employee.

(e) Any employee taking leave pursuant to subdivision (a) shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than family care. In the absence of these conditions, an employee shall continue to be entitled to participate in these plans, and in the case of health and welfare employee benefit plans, including group medical, life, short-term or long-term disability or accident insurance, or other similar plans, the employer may, at his or her discretion, require the employee to pay premiums, at the group rate, during the period of leave not covered by any accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the employer, as a condition of continued coverage during the leave period. However, the nonpayment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan.

For purposes of pension and retirement plans, an employee shall not be required to make plan payments for an employee during the leave period, and the leave period shall not be required to be counted for purposes of time accrued under the plan. However, an employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during the period of the leave.

(f) During a family care leave period, the employee shall retain employee status with the employer, and the leave shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.
(g) If the employee's need for a leave pursuant to this section is foreseeable, the employee shall provide the employer with reasonable advance notice of the need for the leave.

(h) If the employee's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the employer, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

(i) (1) An employer may require that an employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

(A) The date on which the serious health condition commenced.

(B) The probable duration of the condition.

(C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.

(D) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

(2) Upon expiration of the time estimated by the health care provider in subparagraph (C), the employer may require the employee to obtain recertification in accordance with the procedure provided in paragraph (1), if additional leave is required.

(j) It shall be an unlawful employment practice for an employer to refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual because of any of the following:

(1) An individual's exercise of the right to family care leave provided by subdivision (a).

(2) An individual's giving information or testimony as to his or her own family care leave, or another person's family care leave, in any inquiry or proceeding related to rights guaranteed under this section.

(k) This section shall not be construed to require any changes in exiting collective bargaining agreements during the life of the contract, or until January 1, 1993, whichever occurs first.

(l) The provisions of this section shall be construed as separate and distinct from those of Section 12945. However, leave taken pursuant to this section shall be no more than one month when used in conjunction with the maximum leave under Section 12945, unless the employer and employee agree otherwise.
This section shall not entitle the employee to receive disability benefits under Part 1 (commencing with Section 3200) of Division 4 of the Labor Code.

Leave provided for pursuant to this section may be taken in one or more periods but shall not exceed a total of four months within a 24-month period from the date the leave commenced unless otherwise agreed to by the employee and the employer.

An employer shall not be required to grant an employee family care leave which would allow the employee and the other parent of the child family care leave totaling more than the amount specified in subdivision (a), nor to grant an employee family care leave for any period of time in which the child's other parent is also taking family care leave from employment or is unemployed.

Notwithstanding subdivision (a), an employer may refuse to grant a request for family care leave made by an employee if this refusal is necessary to prevent undue hardship to the employer's operations.

Notwithstanding subdivision (a), an employer may refuse to grant a request for family care leave made by a salaried employee who, on the date the request for family care leave is made, is either one of the five highest paid employees, or is among the top 10 percent of the employees in terms of gross salary, whichever group encompasses the greater number of persons, employed by the employer at the same location.

(Added by Stats. 1991, c. 462 [A.B. 77], 4)

Section 1. This act shall be known, and may be cited as, the Family Rights Act of 1991.

Section 2. The Legislature finds and declares all of the following:
(a) The United States is the only industrialized country that does not have a mandated policy on child care leave.
(b) There is a shortage of out-of-home child care, particularly for infants.
(c) More than 60 percent of the women in childbearing age in the United States are in the work force and 40 percent of these women have children under three years of age.
(d) Because of the changing roles of men and women in the work force and the family, and the need to promote stability and economic security in families, both men and women should have the option of taking leave for child-rearing purposes.
(e) Close contact between parent and child is in the best interest of the child, particularly during the child's infancy and early years, and this contact promotes family stability.

Section 3. The Legislature further finds and declares all of the following:
(a) The percentage of adults who care for their parents due to physical and mental disabilities is growing. Surveys indicate that about one-quarter of all workers must provide elder care support, and the 64 percent of senior Californians live with relatives.
(b) Independent living situations are generally preferable to institutionalization as physical caretaking and emotional support are best performed by families.
(c) The current trends towards home care, while providing for the health and well-being of families, adds to the tension between work demands and family needs.
(d) Due to a lack of available and affordable care for elder persons, particularly in rural areas, and limited alternative housing arrangements, there is a need for care to be provided for elder persons by family members.
(e) In the past, care for aged parents was provided principally by daughters. Today, a majority of women are in the work force and jeopardize their employment and career opportunities to provide this care.

(f) The state, like the rest of the country, is experiencing dramatic demographic changes. Among the most significant of these changes is the growing number of elderly in our society. On the national level, more than 2.2 million family members provide unpaid help to ailing relatives, the most common care-givers being a child or spouse. About 38 percent of those caring for elderly relatives are children, and 35 percent are spouses.

(g) One-fifth of Americans 65 years of age and older must receive home care or be confined to hospitals or nursing homes. Facilitating care for them at home can present economic savings to the health system, seniors, care-givers, and employers.

(h) The need for elder care is expected to increase as the demographic trends indicate an increasingly aging society.

Section 6. In adopting the regulations required by Section 12945.2 of the Government Code, as contained in Section 4 of this act, the Fair Employment and Housing Commission shall consider and specify all of the following:

(a) The length of time necessary for appropriate advance notice for a leave request submitted pursuant to subdivision (a) of Section 12945.2 of the Government Code.

(b) The appropriate minimum duration of family care leave. This paragraph shall not be construed as permitting an employer to deny a reasonable family care leave request for a period not in excess of the appropriate minimum durations for family care leaves.

(c) What would constitute undue hardship for denial or deferral of family care leave.

(d) What accommodation of the employee's family care rights short of granting a leave would be reasonable.

Section 8. It is the intent of the Legislature that this act shall not affect any rights of state employees under Section 19991.6 of the Government Code or Section 89519 of the Education Code.