

**AGREEMENT**

**BETWEEN**

**THE COMPTON UNIFIED SCHOOL DISTRICT  
AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 911**

**July 1, 2019 to June 30, 2022**

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**COMPTON UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Micah Ali	President
Satra Zurita	Vice-President
Charles Davis	Clerk
Alma Pleasant	Legal Representative
LoWanda Green	Member
Sandra Moss	Member
Mae Thomas	Member

Darin Brawley, Ed.D  
Superintendent



**ARTICLE I**  
**PREAMBLE**

This Collective Bargaining Agreement (the "Agreement") was entered into on the 1st day of July 2019, between the International Brotherhood of Teamsters Local 911 (the "Union") and the Compton Unified School District (the "District"), pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the California Government Code (the "EERA").

## **ARTICLE II RECOGNITION**

- 2.1 The District recognizes the Teamsters Local 911 as the exclusive representative for employees in Units A, C, and D, which shall consist of all employees holding positions in the job classifications listed in Appendix "A," which is attached hereto and incorporated by reference as a part of this Agreement.
- 2.2 Any job classification existing at the time of this Agreement which has been inadvertently included/excluded shall be excluded from or included in an appropriate unit, by mutual agreement of the parties.
- 2.3 Disputes between the Union and the District involving the inclusion/exclusion of job classifications and/or positions, created after the signing of this Agreement, shall be subject to resolution through established procedures of the Public Employment Relations Board ("PERB").

**ARTICLE III**  
**EFFECT OF AGREEMENT**

The provisions of this Agreement shall prevail over District rules, policies and practices. To the extent permitted by law, this Agreement shall also prevail over state law. Rules, policies, and practices not specifically written into this Agreement are not part of this Agreement.

## **ARTICLE IV DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with applicable law; and, take action on any matter in the event of an emergency.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. "Emergency" shall be defined as a situation calling for prompt action; an act of God or other cause not within the District's control which impacts or potentially impacts the operations of the District; an unusual, unexpected or extraordinary interference from a third party; or an unusual, unexpected or extraordinary occurrence whose cause is unknown.

## **ARTICLE V UNION RIGHTS**

### **5.1 Rights of Access**

Authorized Union representatives shall be permitted to transact official Union business with unit members on school district property before the normal work time, during authorized breaks, meal periods or after the assigned work time, provided that such access or contact does not disrupt or interfere with the normal operation of the District. Authorized Union representatives must receive the approval of the site administrator/department head before contacting the unit member on District premises, including schools or other work locations.

### **5.2 Use of Facilities**

The Union may use the school mail system for intra-district mailings and designated bulletin board space at each site subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union; (b) a copy of such posting or distributions must be delivered to the Superintendent/Designee at the same time as posting or distribution; and, (c) the Union will not post or distribute information which is derogatory or defamatory to the District or its personnel. Nor will the Union or its members disseminate political materials/information through the District's mail service, e-mail or staff mailboxes. The District will provide a mailbox at each site for use of the Shop Steward at the site.

### **5.3 Review of Official Personnel File**

After the appointment has been made with the Human Resources Department, the Union shall have the right to review a unit member's personnel file when accompanied by the unit member or upon presentation of written authorization signed by the unit member. The authorization must be dated. No authorization dated more than twenty (20) workdays prior to the date of presentation will be honored.

### **5.4 Right to Information**

The Union shall have the right to review or to receive, upon advance notification, a copy of existing documents, within the District's sole possession and control, related to wages, hours and other terms and conditions of employment (as such terms are used in EERA) which are necessary for the Union to fulfill its role as the exclusive representative of bargaining unit members covered by this Agreement.

### **5.5 Seniority Lists**

During the life of this Agreement the District shall provide the Union with a seniority list for all employees in the bargaining unit based on calculations of time in accordance with law up through June 30<sup>th</sup> of the preceding school year. Each seniority list shall reflect each unit member's hire date and his/her classification as of June 30<sup>th</sup>. The seniority list shall be delivered to the Union by August 31<sup>st</sup> of each year.

### **5.6 Conference Delegates**

The District agrees to provide District paid release time for up to two (2) Shop Stewards to attend up to two (2) Teamsters conferences, if the Union will pay for the cost of a substitute, if a substitute is customarily called in for the classification held by the representative.

## 5.7 Access Rights and Contact Information

### 5.7.1 Definitions

5.7.1.1 Definition of "Contact Information": For purposes of this Section only, "contact information" shall be defined to include: name, job title, department, work location, work telephone number, home telephone number (if available to the District), and personal cellular telephone number (if available to the District), personal email address (if available to the District), and home address (if available to the District).

5.7.1.2 Definition of a "Newly Hired Employee": For purposes of this Agreement, "newly hired employee," "new hire," or "new employee" means any employee, whether permanent, full-time, part-time, hired by the District into a Teamsters' represented classification, and who is still employed as of the date of the new employee orientation set forth in Article 5.7.3, below.

### 5.7.2 Employee Information

5.7.2.1 Provide The Union With New Hire Contact Information: On the 10th (or the first District business day after the 10th, if the 10th falls on a weekend or a holiday) of each month, the District shall provide to a Teamsters representative, designed in writing by the Union, with the contact information, as defined in Article 5.7.1.1 of any new hires hired in the previous calendar month. The contact information shall be provided electronically, in excel spreadsheet format or other mutually agreeable format.

5.7.2.2 Provide The District With Periodic Update of Unit Member Contact Information: The District shall provide to a designated Teamsters representative a spreadsheet with bargaining unit member's contact information, as defined in Article 5.7.1.1, on the last working day of September, January and May. The information shall be provided to the Union electronically in excel spreadsheet or other mutually agreeable format.

5.7.2.3 The District will exclude, if applicable, the home telephone number, home address, personal email, and personal cellular phone number from the above contact information for any employee who provides a written request to the District that such information not be provided to the Union.

### 5.7.3 New Employee Orientation

5.7.3.1 The District shall provide the Union with not less than 10 days' written notice of the designated new employee group orientation at which it will have access, except that shorter notice may be provided where there is an urgent need critical to the District's operation that was not reasonably foreseeable. The District's notice will include the location of the orientation – whether a physical location or via online access – and the time set aside for the Union's access. The District agrees to provide at least four (4) orientations per school year.

- 5.7.3.2 At the designated orientation, the Union will be provided with no more than 30 minutes access to meet – in person or online as determined by the District – with the new employee(s). This 30 minute access period will be scheduled by the District at its discretion for a time immediately before, immediately following, or at some point during the orientation. In addition, for physical location orientations, the Union representative designated to provide the orientation will be provided up to 30 minutes of travel time, if necessary, for a total of no more than 1 hour of paid release time. The Union will provide written notice to the District of the bargaining unit employee designated to provide the orientation.
- 5.7.3.3 If, after receiving notice of the designated group orientation for new bargaining unit employees, the Union fails to attend the designated access period, no additional orientation access periods will be provided by the District for those employee(s).
- 5.7.3.4 Unless invited, no District manager or supervisor or non-unit employee shall be present at a Union new orientation session. Likewise, during the District's new employee orientation meeting, no Teamsters representative shall be present unless invited.

#### 5.7.4 Grievances

Any alleged violations, misinterpretations or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 6 (Grievance Procedures) of the collective bargaining agreement, except that only the Teamsters – through its Business Representative – and not individual bargaining unit employees may file a grievance under this Agreement.

### 5.8 Shop Stewards

- 5.8.1 The District shall recognize up to twenty (20) Shop Stewards for the purpose of all aspects of union representation, including process grievances under Article VI. The Union shall furnish in writing the names of Shop Stewards to the Human Resources Department and shall notify, in writing, the Human Resources Department of any changes to the appointed Shop Stewards.
- 5.8.2 The District shall grant release time to Shop Stewards to represent unit members during grievance conferences with supervisory and management officials, subject to the provisions of Article 5.8.2.1 and 5.8.2.2 below.
  - 5.8.2.1 At least twenty-four (24) hours prior to the anticipated need to be released from duties for grievance processing, the Shop Steward shall inform his/her supervisor of the need for release time; workload permitting, the Shop Steward will be granted a reasonable amount of release time to represent the grievant. A decision that workload does not permit release of the Shop Steward at that time is final and may not be grieved.
  - 5.8.2.2 Under no circumstances shall a Shop Steward consult with a unit member during duty hours unless he/she has obtained prior

approval from the unit member's supervisor. A decision by the unit member's supervisor that workload does not permit consultation at the time requested shall be final and may not be grieved.

- 5.8.3 In addition to the release time granted in 5.8.2 the District shall grant for the use of Shop Stewards a total bank of not more than one hundred and twenty (120) hours per school year for such purposes as investigating grievances or gathering information. The use of such time must be approved in advance by each Shop Steward's supervisor on the form titled "Shop Steward's Application for Release Time." (See Appendix E.) The use of such time shall be subject to the requirements of Article 5.8.2.2.

5.9 Union Release Time

- 5.9.1 The District shall provide release time for up to twelve (12) Shop Stewards for the purpose of contract negotiations. Employees on the Union's bargaining committee who miss work from their regular work schedule due to attendance at negotiation sessions shall be entitled to be paid for the actual work time missed based on their regular work schedule, up to eight (8) hours per day, e.g. a 6 hour employee shall be entitled to 6 hours of pay if the negotiations take place during the employee's 6-hour shift.

5.9.2 California Governor's Annual Budget Workshops

- 5.9.2.1 The District shall provide release time for up to one (1) Shop Stewards to attend the California Governor's Annual Budget Workshops. The designated Shop Stewards who misses work from his/her regular work schedule due to attendance at the Workshops shall be entitled to be paid for the actual work time missed based on his/her regular work schedule, up to eight (8) hours per day.

- 5.9.2.2 The District agrees to provide release time for an additional two (2) Shop Stewards to attend the California Governor's Annual Budget Workshops if the Union agrees in writing to reimburse the District for the actual wages paid to the employee(s) on the day(s) the employee(s) attend the Workshop(s). Such reimbursement shall be made to the District within 30 days of the District providing the Union with an invoice.

- 5.10 On July 1st of each year, the Union shall provide the District with a list of all Business Representatives and designated Shop Stewards. The District shall be provided with any changes or additions within ten (10) days. The District shall only be obligated to deal with duly authorized representatives of the Union.



## **ARTICLE VI GRIEVANCE PROCEDURE**

### **6.1 Definitions**

- 6.1.1 A "grievance" is a written complaint by a unit member or by the Union on behalf of a unit member that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change rules or regulations of the District which are not specifically incorporated into this Agreement or to contest matters for which a specific method of review is provided by law are not grievances and are not within the scope of the grievance procedures set forth in this Article. The Union may file a grievance on its own behalf in accordance with Article 6.7.
- 6.1.2 A "day" is a day in which the Central Administrative Office of the District is open for business.
- 6.1.3 The "immediate supervisor" is the individual designated, in writing, as the unit member's supervisor, pursuant to Article 10.2 (Performance Evaluation Procedure).
- 6.1.4 "File" or "filed" means that the grievance or request for arbitration must be personally delivered to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or must be transmitted to the appropriate person by certified mail within the time limits set forth in this Article. The date of filing when the grievance or request for arbitration is filed by certified mail shall be deemed to be the date of mailing.
- 6.1.5 "Respond in writing" means that the District's response to the grievance must be personally transmitted to the grievant or grievant's representative within the time-limits; set forth in this Article, or the response must be transmitted by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources Department, or to the grievant's representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.

- 6.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits may be extended by expressed mutual agreement of the parties, but only if the extension agreement is in writing. Grievances not discussed or filed within the applicable time limits set forth in this Article, or any written extension, shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of such grievances shall be deemed waived. Failure of the District to respond to a grievance within the time limits set forth in Article 6.3, below, or any written extension, shall entitle the grievant to proceed to the next level of the grievance procedure, except that: (a) failure of the District to timely respond shall not waive the District's defense that the grievance was untimely filed at any level of the grievance process; and (b) failure of the District to timely respond at Step Three shall not waive the District's defense that the grievance is not arbitrable, that arbitration has been waived, or any of the District's substantive defenses.

6.3 Steps in the Grievance Procedure  
6.3.1 INFORMAL DISCUSSION

- 6.3.1.1 Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor.
- 6.3.1.1.1 The grievant must, in writing or orally, either in advance or during the meeting specifically identify that the meeting constitutes the Informal Discussion Level grievance meeting.
- 6.3.1.1.2 If the grievant orally identifies the meeting as the Informal Discussion Level grievance meeting, then within one (1) day of the meeting taking place, the grievant must submit to the immediate supervisor a written confirmation that the meeting constituted the Informal Discussion Level grievance meeting.
- 6.3.1.2 The immediate supervisor shall respond to the grievance orally or in writing within five (5) days of the discussion.
- 6.3.1.3 The Informal Discussion level may be waived with the mutual written agreement – on a District provided form – by the immediate supervisor and grievant. The grievant will file the form with the Human Resources Department within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission.

6.3.2 STEP ONE

If the grievant is not satisfied with the disposition of the grievance at the Informal Discussion Level, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at the Informal Discussion Level, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Informal Discussion Level is due; or (b) ten (10) days following the date of the response at the informal Grievance Level to file the Step One grievance in writing. In the event the Informal Discussion level has been mutually waived under Article 6.3.1, the grievant must file a formal grievance in writing with the immediate supervisor. To be timely, the formal grievance must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the grievant should have reasonably known of the act or omission. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, a statement of the remedy desired, and the name of the grievant's representative, if any. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the

grievance shall be deemed waived. The immediate supervisor shall respond in writing within ten (10) days after the written grievance is filed.

6.3.3 STEP TWO

If the grievant is not satisfied with the disposition of the grievance at Step One, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at Step One, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Step One is due; or (b) ten (10) days following the date of the response at Step One to file the grievance in writing with the appropriate Cabinet Level Administrator. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered (if one was rendered) at Step One and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Cabinet Level Administrator shall respond in writing within ten (10) days after the date the grievance is filed at Step Two.

6.3.4 STEP THREE

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no response has been rendered by the Cabinet Level Administrator within the time limits specified for the response at Step Two, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Step Two is due; or (b) ten (10) days following the date of the response at Step Two to file the grievance in writing with the Superintendent/Designee. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Step Two and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Superintendent/ Designee shall respond in writing within ten (10) days after the date the grievance is filed at Step Three.

6.3.5 STEP FOUR – ARBITRATION

6.3.5.1 If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no response has been rendered by the Superintendent/Designee within the time limits specified for the response at Step Three, above, and the grievant wishes to pursue the grievance, the Union may request in writing that the grievance be submitted to arbitration. The Union has until ten (10) days following the last day on which the response at Step Three is due to request in writing that the grievance be submitted to arbitration by filing the request with the Superintendent/Designee; otherwise, arbitration is deemed waived. Within five (5) days of receipt of the written request for arbitration the parties shall attempt to select a mutually agreeable Arbitrator. If the parties are unable to mutually agree they shall request the California Mediation and Conciliation Service to provide a list containing the names of five (5) arbitrators who are experienced in public school arbitration. Within five (5) days after receipt of the list, the District and the Union shall

alternately strike a name from the list of Arbitrators, until one (1) name remains. The order of striking shall be determined by lot. The Union and the District may mutually agree to utilize expedited procedures. The fees and expenses of the Arbitrator and the cost of the hearing shall be borne equally by the District and the Union. All other costs will be borne by the party incurring them. The Arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After the Arbitrator has afforded an opportunity for hearing, the Arbitrator shall render a written decision setting forth findings of fact, reasoning and conclusions on the issue(s) submitted and the award. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator shall have no power to make any monetary award whatsoever except for violations of the Agreement involving wages, holidays, vacation, and leaves. The Arbitrator shall have no power to make any award of punitive damages or any other award made for the sake of example.

- 6.3.5.2 Either party may appeal the Arbitrator's decision and award to a court of competent jurisdiction. The court shall exercise its independent judgment on the merits of the Arbitrator's decision and award on all issues of fact and law, including interpretation of the Agreement. Unless the Arbitrator's decision and award is appealed to the courts, the decision and award shall be final and binding upon the parties. To be timely, an appeal must be served and filed with the court within ninety (90) days of the date of the opinion and award. If the Arbitrator temporarily retains jurisdiction over the matter, to be timely an appeal must be filed within ninety (90) days after the date the Arbitrator's jurisdiction expires.

#### 6.4 Miscellaneous Provisions

- 6.4.1 It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file, and such file shall be available for inspection only by the unit member, the Shop Steward or Business Representative and those management, supervisory and confidential employees directly involved in the grievance procedure.
- 6.4.2 The grievant must be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may present it through the Shop Steward designated from his/her area or Business Representative.
- 6.4.3 Grievances involving identical issues but different supervisors may initially be filed at Step Two of the grievance procedure. If the identical grievances involve unit members, not all of whom are under the jurisdiction of the same Cabinet Level Administrator, the grievances may be initially filed at Step Three of the grievance procedure. To be timely, a grievance filed pursuant to this Section

must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the grievant should have reasonably known of the act or omission.

- 6.4.4 Unit members covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement. The Union shall be provided copies of any grievances filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, the Union shall be provided a copy of the proposed resolution for review. The Union shall be given an opportunity to file a written response to the proposed resolution.
- 6.4.5 Conferences with the grievant will be scheduled during his/her normal working hours.
- 6.4.6 Upon sufficient advance notification, the District shall release unit members, without loss of pay, to testify during the grievance process where their appearances are requested by either party.
- 6.5 When an issue of arbitrability arises the parties may immediately submit the issue to arbitration. Unless the parties expressly agree in writing to submit the issue of arbitrability to arbitration, the issue of arbitrability shall be decided by the court. Arbitrability issues shall be resolved before the Arbitrator receives evidence or arguments on the merits of the grievance.
- 6.6 Where provisions from State Codes are written into this Agreement and either party elects to arbitrate disputes involving such provisions, processing the dispute through arbitration shall constitute an election of remedies, i.e., the same dispute may not thereafter be presented to a court or administrative agency for resolution, except that either party may appeal the Arbitrator's decision and award in accordance with Article 6.3.5.2, above.
- 6.7 Union Grievances
  - 6.7.1 The Union may file a grievance on its own behalf as an organization or where there is an allegation that the District has violated, misinterpreted or misapplied a specific provision of this Agreement that grants specific rights to the Union as an organization. Such grievances shall be presented, in writing, by the Union directly to Step Three of the grievance procedure. To be timely, a grievance filed pursuant to this Section must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the Union should have reasonably known of the act or omission, whichever is sooner. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, and a statement of the remedy desired. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived.

## **ARTICLE VII WAGE AND SALARY**

### **7.1 Regular Rate of Pay**

#### **7.1.1 2019-20 School Year**

The District agrees to provide an ongoing increase to the salary schedule of 2.0% effective July 1, 2019, for all bargaining unit employees within Units A, C, and D. The District will notify the Teamsters when the retroactive payment will be made. To receive the retroactive payment, a bargaining unit employee must be employed on the date the payment is made.

The District agrees that if, for the 2019-20 school year, the District and another classified bargaining unit agree upon a total compensation increase that is fully ratified – taking into account only the value of the ongoing increase to the salary schedule for the 2019-20 school year and increase in the District's contribution toward medical benefits – greater than the total compensation increase received by the Union the Union reserves the right to reopen Article 7.1.1 by providing written notice to the District. This provision does not apply to any increase provided to another bargaining unit resulting from funds where the use is restricted.

The salary schedule for the 2019-20 school year, is attached as Appendix B.

### **7.2 Initial Placement**

All new unit members shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule except for classes where recruitment efforts have indicated difficulty in recruiting at that step. An accelerated hiring rate may be set, with the approval of the Board of Trustees, at any step of the schedule of the class. If an accelerated hiring rate is approved, all current unit members in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

### **7.3 Step Advancement**

7.3.1 Unit members placed on Step 1 of a range will advance to Step 2 on the first of the pay period (month) following completion of six (6) months of service in the class. Each succeeding step will be attained one (1) year from the preceding step. New unit members placed above Step 1 of any salary range will advance on one (1) year intervals until the maximum step has been reached.

7.3.2 For the purpose of this Article, when the first day of service falls between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month, the appointment shall be considered as effective the first day. Later appointments shall be considered at the beginning of the next month.

7.3.3 A permanent unit member who is serving temporarily in a provisional assignment shall have his/her increment date processed in the normal manner. The actual movement to the higher salary step, however, shall not take effect until the individual returns to his/her regular permanent position.

7.4 Longevity Award

7.4.1 Effective July 1, 2017, the District shall provide a longevity award to eligible unit members who have obtained at least 10 years of fulltime credited service with the District, and continuing in various increments up to 25 years of fulltime credited service with the District, as listed below:

10 years of service = \$20 per month  
15 years of service = \$30 per month  
20 years of service = \$40 per month  
25 years of service = \$55 per month

7.4.2 The longevity award shall be prorated for part-time unit members in accordance with the formula used to compute the District contribution to health and welfare premiums for part-time unit members.

7.5 Placement Upon Promotion

7.5.1 When a unit member is promoted to or assigned to a classification with a higher maximum salary than his/her previous classification, his/her salary will be adjusted to the minimum or to that step of the new range that represents not less than five percent (5%) salary increase per pay period.

7.5.2 Unit members promoted to a new classification shall be on probation for a period of six (6) months from the effective date of promotion. At the end of the probationary period the unit member will achieve permanency in his/her new classification. The unit member will receive his/her first step increase upon achieving permanency in the new classification.

7.6 Placement After Leave of Absence

7.6.1 Upon return from an unpaid leave of absence, a unit member shall be placed on the same step of the range for the class which he/she had achieved prior to the leave, regardless of changes in rate or range application to the class except that step advancement within range shall be granted.

7.6.2 Credit for step advancement shall accrue during leave of absence for military service or to service in limited term assignments in the District and during any paid absence, industrial accident, and industrial illness leave.

7.6.3 When a unit member is restored, after leave of absence to his/her previous salary step, he/she shall receive credit for step advancement for service prior to the leave. His/her anniversary date shall be adjusted accordingly in order that he/she shall be granted step advancement after having completed the amount of service required by Section 3 of this Article.

7.7 Changes in Assigned Time

7.7.1 Fringe Benefits of Part-Time Classified Employees

A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in section 45136 of the Education Code. If a part-time employee's average paid time, excluding overtime for which the employee receives

compensation at a rate at least equal to time and one-half (1-1/2), exceeds his/her average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty. Part-time employees shall be accorded fringe benefits on an appropriately prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This Section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

7.7.2 Increase in Time in Excess of One (1) Hour Per Day  
(See Classified Rules and Regulations, Section 60.200, 4.A (2 & 3) & B)

7.7.2.1 When an existing permanent position is assigned a permanent increase in time of more than one (1) hour per day, the increased position shall be considered "vacant" for the purpose of this Section effective the next July 1<sup>st</sup> following the date of the increase. If the increase in time has been implemented in the first quarter of the school year, the position shall be considered vacant as of October 1<sup>st</sup> of that school year.

7.7.2.2 When a class contains permanent positions of varying hours of work per day, week, or month, preference in assignment to vacant positions shall be based on seniority in the class in the affected work location, area or school.

7.7.2.3 A seniority-bid list or lists at each work location, area or school shall be maintained, for the purpose of this Section. Unit members on the seniority-bid list may accept or reject a "vacant" position, as defined by this Section, on the basis of placement on the list. Unit members who are eligible to accept a "vacant" position but reject a vacant position shall not be permitted to withdraw the rejection, once a proper assignment has been made.

7.7.3 The provisions of Sections 7.7.2.2 and 7.7.2.3 are expressly excluded from the Grievance Procedure set forth in Article VI of this Agreement.

7.8 Placement When Demoted

7.8.1 A unit member who accepts a voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate he/she earned in the higher class, provided that he/she shall not receive an increase. He/she shall retain the anniversary date established in the higher class.



- 7.8.2 The order in involuntary demotion shall specify the step of the schedule at which the unit member shall be placed. Step advancement shall be in accordance with Section 7.3 of this Article.
- 7.9 Frequency
- 7.9.1 All monthly unit members shall be paid twice per month payable on the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of the month. All hourly unit members shall be paid once per month payable on the tenth (10<sup>th</sup>) of the month. If the normal pay date falls on a holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding workday unless circumstances beyond the control of the District precludes payment on these dates.
- 7.9.2 The District shall make every reasonable effort to assure that pay warrants are promptly delivered in accordance with District procedure.
- 7.10 Pay Warrant Distribution  
A unit member absent more than five (5) days shall not have his/her pay warrant withheld; if he/she completed the proper Leave of Absence Request and submitted it to his/her immediate supervisor or the Human Resources Department.
- 7.11 Pay Warrant Error
- 7.11.1 Any error resulting in less than full pay for a unit member shall be corrected and a supplemental warrant shall be issued within three (3) workdays after receipt of necessary documentation in the Payroll Department.
- 7.11.2 Any unit member who does not receive a pay warrant on his/her regularly scheduled pay date shall be offered a minimum of eighty percent (80%) of his/her net pay on the regularly scheduled pay date. The balance shall be paid within three (3) workdays after receipt of necessary documentation in the Payroll Department.
- 7.11.3 Any deduction from a pay warrant due a unit member as a result of overpayment due to District error shall be handled in accordance with the following procedure: (1) The District shall notify the unit member prior to his/her pay day of any deduction to be made as a result of overpayment; (2) in the case of overpayment due to incorrect status notices, improper deductions regarding absence, leaves, etc., the District shall hold a conference during which the method and terms of repayment shall be discussed with the unit member; and (3) the unit member shall have the same amount of time for the repayment as the amount of time for the overpayment provided there is no legal action pending or proof of an attempt to defraud the District.
- 7.12 Special Payments  
Any payroll adjustment due a unit member as a result of a status change (e.g., out-of-class assignment or recomputation of hours), shall be submitted to the County Office within three (3) workdays after receipt in the Payroll Department of necessary documentation approved by the Board of Trustees. The pay warrant shall be issued by the District within five (5) workdays after the order is presented to the County Office.

7.13 Lost Warrants

7.13.1 If a unit member's pay warrant is lost after receipt by the District or if the unit member fails to receive a pay warrant through no fault of his/her own, the District shall provide the unit member eighty percent (80%) of the net pay due within two (2) hours of notification, subject to the availability of funds in the revolving cash account. If funds in that account are insufficient, a pay warrant shall be ordered from the County Office in accordance with the following procedure: (1) The District must wait seven (7) days from the pay date to contact the County Office to request an affidavit for execution by the District; (2) upon receipt of the affidavit, the District will certify that the warrant has been lost by the District; and (3) immediately upon execution of the affidavit the District will order a replacement warrant for the lost pay warrant.

7.13.2 If a pay warrant is lost after receipt by the unit member or is not delivered within five (5) days of mailing, if the unit member requested it to be mailed, the District will order a replacement warrant from the County Office in accordance with the following procedure: (1) The District must wait seven (7) days from the pay date to contact the County Office to request an affidavit for the unit member's signature; and (2) upon receipt of the Affidavit in the District, the unit member will be requested to execute it, certifying that the lost or undelivered pay warrant has not been negotiated to the benefit of the unit member.

7.14 Mileage

7.14.1 Any unit member required to use his/her vehicle on District business shall be reimbursed at the current rate provided by District policy, payable in a separate warrant.

7.14.2 Prior written approval shall be obtained from the site administrator, or from the person appointed for this purpose, for the use of personal vehicles in the line of duty. The unit member must provide all necessary information, identifying the vehicle to be used and information regarding insurance coverage, including limits of coverage, the insurance carrier, and the condition of the vehicle. A copy of the District policy governing use of personal vehicles in the course of employment is incorporated by reference and attached hereto as Appendix C.

7.15 Meals and Lodging

Any unit member who must have meals or overnight lodging away from home as a result of a work assignment shall be reimbursed in accordance with the District's Conference Attendance policies.

7.16 Compensation During Required Training Periods

When a unit member is required by the District to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position he/she shall receive compensation as follows:

7.16.1 When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

7.16.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or when the training

occurs at any time other than the regular assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the unit member's regular rate of pay.

- 7.16.3 If approved in advance by the District and later substantiated by receipts from the unit member, all costs incurred under a mandated training program, for transportation, registration, or supplies shall be paid by the District.

7.17 Compensation for Summer School Assignments

7.17.1 Assignments at Times Other Than Regular Academic Year

For the purposes of this Section every classified employee shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. Any school which, in any school year, maintains school sessions at times other than during the regular September-June academic year shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

- 7.17.2 The provisions of this Section are expressly excluded from the Grievance Procedure set forth in Article VI of this Agreement.

7.18 Compensation for Unit Member Working Out-of-Classification

- 7.18.1 It is the intent of this Section to permit the working of unit members temporarily outside their normal duties based on District requirement and/or written authorization, but to require that some additional compensation be provided during the temporary assignment.

- 7.18.2 Working out-of-classification shall be defined as performing duties, which are substantially different from those fixed and prescribed for the unit member's regular position by the Board of Trustees. This is limited to duties performed in a higher classification.

- 7.18.3 A unit member may be required by the District to perform duties inconsistent with those assigned to the position by the Board of Trustees for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification. The unit member will receive a minimum of one (1) step differential for the period worked out-of-classification. Pursuant to Section 7.18, for duties performed in a position that is a higher classification, the unit member shall receive at least a one (1) step differential or the first (1<sup>st</sup>) step in the salary range of the position he/she is temporarily filling, whichever is the greater amount.

- 7.18.4 Consideration for selection of a unit member to be assigned to a temporary assignment outside his/her normal duties (but to a position within the bargaining unit) shall be restricted to unit members in a lower classification at the affected site based on seniority. If the assignment cannot be made through this procedure, the assignment shall be made by the Personnel Commission using the appropriate eligibility list.

7.19 Unit Member Expenses and Materials

7.19.1 Uniforms

The District shall pay the full costs of the purchase, lease, rental of uniforms, equipment, identification badges, emblems and cards required. Facilities and grounds, mechanics and designated warehouse bargaining unit members shall be required to wear District-supplied uniforms each day. The uniform shall consist of pants and shirt. The District shall provide appropriate laundry service to ensure the proper maintenance of each uniform. Employees issued District uniforms shall be responsible for any damage to these uniforms caused by misuse or loss.

7.19.2 Cafeteria Workers Uniforms and Shoes

7.19.2.1 District Provided Shirts/Pants

7.19.2.1.1 Effective July 1, 2018, the District shall provide each cafeteria Unit "A" bargaining member with three uniform shirts and three pants per work year (July 1<sup>st</sup> through June 30<sup>th</sup>).

7.19.2.1.2 Employees will be responsible for identifying the size of the shirt and pants they are requesting.

7.19.2.1.3 The shirts and pants will be provided at the beginning of each eligible unit member's employment and at the beginning of each subsequent work year for that employee.

7.19.2.1.4 Employees are required to wear District-supplied uniforms each day.

7.19.2.2 District Provided Safety Shoes

7.19.2.2.1 Effective July 1, 2018, the District shall provide one pair of non-slip, safety shoes to cafeteria Unit "A" bargaining members per work year.

7.19.2.2.2 Employees will be responsible for completing the necessary paperwork or taking any other steps to obtain the shoes and/or, if applicable, for obtaining the shoes from the vendor if directed to do so by the District.

7.19.2.2.3 Employees will be eligible to receive the non-slip safety shoes at the beginning of their employment and, upon written request to the employee's supervisor, will receive a new pair of shoes each subsequent work year.

7.19.2.2.4 Bargaining unit employees shall be required to wear the District provided safety shoes each day.

7.19.2.3 Employees issued District uniforms (shirts and pants) and/or non-slip, safety shoes shall be responsible for any damage to these uniforms caused by misuse or loss.

7.19.3 District Provided Safety Shoes

7.19.3.1 Effective July 1, 2019, the District shall fund up to \$175.00 for the purchase of safety shoes from a District chosen vendor every four school years ("four-year term") to Maintenance and Warehouse Division Unit "A" bargaining unit members, subject to the limitations/clarifications below.

7.19.3.1.1 Bargaining unit employees covered by Article 7.9.2 and the following classifications will not receive the \$175.00: (1) Cafeteria Van Driver/Worker; (2) Computer Lab Coordinator; (3) Cook; (4) Expeditor; (5) Lead Asset Inventory Specialist; (6) Lead Workhouse Worker; (7) Locker Room Attendant; (8) Mail Service Assistant; (9) Program Production Technician; (10) School Bus Transportation Scheduler; (11) Storekeeper; (12) Stores Clerk II; (13) Stores Delivery Clerk I; (14) Stores Delivery Clerk II; (15) Telephone Technician; (16) Video Production Technician; and (17) Warehouse Workers.

7.19.3.1.2 Food Warehouse Workers and bargaining unit employees who regularly utilize a pallet jack, aerial work platform, and/or forklift will be eligible to receive the \$175.00 set out in Article 17.9.3.1.

7.19.3.2 The District will cover the cost of maintenance of bargaining unit employees' safety shoes purchased pursuant to Section 7.9.3.1, above. If the District chosen vendor determines that it cannot repair the bargaining unit employees' safety shoes during the four-year term, the District will fund up to \$175.00 for new safety shoes, which will restart the bargaining unit employee's four-year term.

7.19.3.3 Bargaining unit employees will be responsible for completing the necessary paperwork or taking any other steps to obtain the shoes and/or, if applicable, for obtaining the shoes from the vendor if directed to do so by the District.

7.19.3.4 Bargaining unit employees will be eligible to receive the safety shoes after the employee has completed their initial probationary period and, upon written request to the employee's supervisor, will

receive a new pair of shoes every four years or as set forth in Article 7.19.3.2.

7.19.3.5 Bargaining unit employees shall be required to wear the District provided safety shoes each day.

7.19.4 Tools

If a unit member provides tools or equipment belonging to the unit member for use in the course of employment and has obtained the District's written approval to use the personal tools and equipment, the District agrees to provide a safe place to store the tools and equipment. In the event of theft of tools or equipment from the locked toolboxes while in storage, the District will replace them from an inventory list filed in the Department by the unit member, upon certification from the unit member that the tool(s) were lost through no fault of the unit member.

7.19.5 Safety Equipment

The District agrees to furnish personal protective equipment or gear necessary to insure the safety of the unit member or others or to reimburse the unit member for procuring District approved equipment or gear. Any disputes arising out of this Section may be forwarded to the District Safety Committee for recommended resolution.

7.19.6 Hold Harmless Clause

The District shall insure against the personal liability of unit members for damages for death, injury to a person, or damage or loss of property caused by the negligent omission of the unit member when acting within the scope of his/her employment.

7.20 Replacing or Repairing Unit Member's Property

7.20.1 The District shall, at its discretion, pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member when such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$10.00, but not in excess of \$200.00. The value of such property will be determined as of the time of damage thereto or the robbery or theft.

7.20.2 The District shall, at its discretion, reimburse a unit member for damage to personal vehicles used in the line of duty under the following conditions. Prior approval shall be obtained from the School Administrator/Department Head, or the person appointed by him/her for this purpose, for use of personal vehicles in the line of duty. Such approval shall contain all information identifying the vehicle to be used: insurance coverage, including limits of coverage, insurance carrier, and the condition of the vehicle. Replacing or repairing or pay for such damaged or stolen property will be limited to damages or values exceeding \$10.00, but not in excess of \$200.00. Collision, theft of a vehicle or contents and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

7.20.3 In the event the unit member is paid the costs of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property, in accordance with Education Code section 35176.

7.21 Shift Differential Payment

7.21.1 All positions, the regularly assigned time of which requires the unit member to work one-half (1/2) time or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid at monthly rates one (1) step higher than the rates or rate for employees in that class working between the hours of 8:00 a.m. and 5:00 p.m. If the regularly assigned time requires the unit member to work one-half (1/2) time or more between the hours of 12:00 midnight and 8:00 a.m. the unit member shall be paid at monthly rates two (2) steps higher or an hourly rate at an equivalent percentage higher than the rates or rate for day shift unit members in that class.

7.21.2 If such shift normally occurs less frequently than five (5) days per week such higher rates shall be paid only if more than one-half (1/2) of the workweek is on the night shifts.

7.21.3 Employees assigned to a regular night shift on a continuous basis who are ordered to temporary day shift work for periods not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change. On the twenty-first (21<sup>st</sup>) working day, the employee shall revert to the day shift rate. (Commission Rule 70.200.6)

## **ARTICLE VIII HEALTH AND WELFARE**

- 8.1 Definitions: The following definitions shall apply to this Article: "plan means the type of plan, e.g., preferred provider organization ("PPO"), health maintenance organization ("HMO"), point of service ("POS"), fee for service ("FFS"), etc.; "carrier" means the particular insurance company through which a plan is being offered, e.g., Kaiser, Blue Cross, etc.; "level of benefits" means the terms of a given plan, e.g., deductibles, co-payments, maximum out-of-pocket, etc.; "full-time regular unit members" means all regular unit members who are assigned to work forty (40) hours or more per week; "regular" means probationary or permanent unit members; through December 31, 2017, "part-time" unit members means unit members assigned to work less than forty (40) hours per week and more than twenty (20) hours per week. Effective January 1, 2018, "part-time" unit members means unit members assigned to work thirty (30) or more hours per week, but less than forty (40) hours per week.

- 8.1.1 Those covered under the definition of spouse shall include "domestic partner" as covered under state law.

- 8.2 Health and Welfare Benefits for Full-Time Regular Unit Members  
The District shall provide the following health and welfare benefits to full-time, regular unit members:

8.2.1 Medical Insurance

The District agrees to offer medical benefits to bargaining unit employees through the Teamsters Miscellaneous Security Trust Fund through June 30, 2022, at which time the District's obligation to participate in the Teamsters Miscellaneous Security Trust Fund shall terminate and the District's obligation to provide benefits under the Trust shall cease, unless agreed otherwise in writing between the parties. Moreover, subject to the following paragraph, the parties will be able to negotiate regarding medical benefits as part of their negotiations for a successor Agreement.

The following language shall not be effective or operative during the duration of the Agreement, and shall be effective and operative as of July 1, 2022: The District shall make available up to a maximum of three (3) medical insurance plans. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. In addition, the District shall have the sole discretion to determine the plan sponsor, e.g. CalPERS, the Teamsters Miscellaneous Security Trust Fund, etc. The District will provide written notice of intent to change in accordance with current provider's requirements. The Union agrees to execute/sign any documents/forms necessary to implement a change in plan sponsors determined by the District within three days after being provided written notice by the District of the intent to change. If it fails to do so, the change/withdrawal of plan sponsors may take place nevertheless.

- 8.2.2 Beginning January 1, 2020 (as long as the parties have fully ratified their 2019-2020 school year successor negotiations), and every school year thereafter,



effective prospectively on ratification of this Agreement by the Union, the District shall annually contribute up to the following amounts towards the cost of a unit member's medical plan:

A. 3 Party or More	\$13,657.00
B. 2 Party	\$10,520.00
C. 1 Party	\$5,792.00

If necessary, the crediting of this increase to each eligible bargaining unit member will be done retroactive to January 1, 2020.

If the District's contribution is insufficient to cover the cost of the unit member's medical plan, the District shall make monthly deductions from the unit member's salary to cover the excess cost of the medical plan over the District's contribution.

8.2.2.1 Employees who are employed as regular full-time employees as of May 26, 2017, and are taking medical benefits as of May 26, 2017, will be able to receive the District contribution amount at any level, i.e. one party, two party, and three party or more, subject to the conditions set forth in Article 8.2.2.

8.2.2.2 Employees who are employed as regular full-time employees as of May 26, 2017, and who are not taking medical benefits as of May 26, 2017, and who timely and properly elect to receive medical benefits as of January 1, 2018, will be eligible to receive the District one party contribution amount set forth in Article 8.2.2 from January 1, 2018 through December 31, 2018. From January 1, 2019 through December 31, 2019, such regular full-time employees will be eligible to receive the District contribution amount set forth in Article 8.2.2 for one party or two party coverage only. The employee will be responsible for the cost of coverage between the selected coverage, e.g. one or two party, and the contribution amount for three party or more coverage subject to the conditions set forth in Article 8.2.2. As of January 1, 2020, such regular full-time employees will be eligible to receive District contribution amount for one party, two party, or three party or more coverage, subject to the conditions set forth in Article 8.2.2.

8.2.2.3 Employees who are employed as regular 0.75 FTE to 0.99 FTE employees as of May 26, 2017, and any such employee hired after May 26, 2017, are only eligible to receive the District one party contribution amount set forth in Article 8.2.2. Such employees will be responsible for any difference in the cost of coverage between one party coverage and the plan selected, e.g. two party or family subject to the conditions set forth in Article 8.2.2.

8.2.2.4 Employees who are employed as regular full-time employees after May 26, 2017, are only eligible to receive the District benefits as set forth below:

8.2.2.4.1 From July 1, 2019 through December 31, 2019 – pending the parties reaching a full ratified agreement on a successor collective bargaining agreement, such regular full-time employees will be eligible to receive the District contribution amount set forth in Article 8.2.2 for one party or two party coverage only. The employee will be responsible for the cost of coverage between the selected coverage, e.g. one or two party, and the contribution amount for three party or more coverage subject to the conditions set forth in Article 8.2.2. The crediting of this increase to each eligible bargaining unit member will be done retroactive to July 1, 2019.

8.2.2.4.2 As of January 1, 2020, such regular full-time employees will be eligible to receive District contribution amount for one party, two party, or three party of more coverage, subject to the conditions set forth in Article 8.2.2.

8.2.2.5 Employees who are employed as a 0.5 FTE to 0.74 FTE employee as of May 26, 2017 and are taking benefits as of May 26, 2017, will continue to be eligible to receive medical benefits and the prorated contribution amount as set forth in Article 8.3.1.2. Employees who are employed as a 0.5 FTE to 0.74 FTE employee as of May 26, 2017 and are not taking benefits as of May 26, 2017, will not be eligible to receive medical benefits.

8.2.2 Life Insurance: Unit members shall be provided with a \$5,000.00 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to \$50,000.00 under the group policy. The premiums for such additional coverage shall be paid by the employee.

8.2.3 Dental and Vision Insurance: The District shall make available a maximum of two (2) dental plans and one (1) vision plan. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall pay the cost of the dental and vision plans, except as provided for in Article 8.2.4. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits.

Beginning January 1, 2018, vision benefits will be provided through the Teamsters Miscellaneous Security Trust Fund. The District will be discontinuing providing vision benefits through the current carrier/plan that is in place as of May 26, 2017.

8.2.4. Waiver of Medical Coverage

8.2.4.1 Any eligible employee who certifies that: (i) the employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or (ii) that the employee is enrolled in government-provided medical coverage (such as CHAMPUS or Tricare and subject to the

eligibility requirements of the Trust) may elect to waive the employee's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

- 8.2.4.2 If an employee elects to waive coverage for himself or herself, such waiver shall also waive medical coverage for any dependents, including spouses and/or registered domestic partners.
- 8.2.4.3 The election to waive medical coverage for the employee shall be made once a year during the Teamsters Miscellaneous Security Trust Fund open enrollment period (generally held during the months of April and May of each year), and cannot be changed until the next Teamsters Miscellaneous Security Trust Fund open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations.
- 8.2.4.4 An employee who elects to waive his/her own medical coverage shall be paid \$2,000 for the plan year, in which the employee or employee plus spouse/registered domestic partner elects to waive coverage. If the employee elects to receive the payment, the amount is taxable. The aforementioned option will be processed with the last paycheck of the school year and the last check of December of each year – with the employee receiving \$1,000 per payment if receiving the waiver for the full plan year. The amount of the payment will be prorated for part-time employees with employees who are less than forty (40) hours paid service per week, but thirty (30) or more hours paid service per week, receiving 75% of the amount set forth in Section 8.2.4.4.
- 8.2.4.5 To waive coverage, the employee must, on an annual basis, complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided by the Teamsters Miscellaneous Security Trust Fund and submit the waiver form to the Teamsters Miscellaneous prior to the end of the open enrollment period. The form is not to be submitted to the District. Once the Teamsters Miscellaneous Security Trust Fund open enrollment period has concluded, the Union will provide prompt written notice to the District of the employees who have elected to waive their coverage and receive the cash in lieu of benefits.
- 8.2.4.6 In the event that the District moves to a different medical benefits provider that does not allow the District to maintain the waiver of benefits language set forth in Article 8.2.4, Article 8.2.4 will be rendered null and void and the District will no longer be responsible for providing the payments referenced in this Section. The District will provide written notice to the Union in the event it moves to a medical benefits provider that does not allow its

participants/members/contracted entities to provide a waiver of benefits to its employees.

#### 8.2.4.7 Dental Benefits Waiver

8.2.4.7.1 An employee who waives out of medical benefits may elect to continue to receive dental benefits through the District. To do so, the employee must expressly elect in writing to maintain/continue receiving dental benefits (as of the 2020 dental benefit year, employees need to elect coverage using an electronic election system). If an employee fails to do so in writing (and electronically), he/she will have waived receipt of medical/vision and dental benefits.

8.2.4.7.2 If an employee elects to waive medical/vision benefits under Article 8.2.4 and to continue to receive dental benefits, the employee will be entitled to receive the full amount of the cash in lieu set forth in Article 8.2.4.4, prorated, if applicable, based on the employee's full-time equivalent status; however, the District will only be responsible for paying the cost of employee only dental coverage or the prorated amount based on an employee's full-time equivalent status as set forth in Article 8.3.4, e.g. 50% of the cost of employee only dental benefits for a 0.5 FTE employee.

8.2.4.7.3 If a part-time employee elects to receive employee only dental coverage, the District shall make monthly deductions from the employee's salary to cover the excess cost of the dental plan over the District's contribution as set forth in Article 8.3.4.

8.2.4.7.4 In addition to any costs the employee is responsible for under Article 8.2.4.7.3, if the employee elects to receive dental benefits for two party or family coverage, the employee will be fully responsible for paying the cost of such two party or family coverage and the District shall make monthly deductions from the employee's salary to cover the excess cost of the dental plan over the District's contribution.

### 8.3 Medical Benefits for Part-Time Regular Unit Members

8.3.1 From the date of the full ratification of the parties' Agreement through December 31, 2017, part-time regular unit members shall be provided the same medical insurance benefits provided full-time regular unit members (Section 8.2, above) except that the District's contribution towards the cost of the medical plans shall be as follows:

8.3.1.1 Less than forty (40) hours paid service per week, but thirty (30) or more hours paid service per week: The District's contribution shall

be seventy-five percent (75%) of the amount set forth in Section 8.2.1 above, or seventy-five percent (75%) of the cost of the medical plan selected by the unit member, whichever is less.

8.3.1.2 Less than thirty (30) hours paid service per week, but twenty (20) or more hours paid service per week: The District's contribution shall be fifty percent (50%) of the amount set forth in Section 8.2.1, above, or fifty percent (50%) of the cost of the medical plan selected by the unit member, whichever is less.

8.3.1.3 If the hours of a part-time unit member fluctuates during the year in a manner that allows, the District's contribution toward the cost of the part-time unit member's medical plan shall be determined by calculating the average number of hours of paid service per week over the course of the year.

8.3.2 Effective January 1, 2018, eligible part-time regular unit members – defined as those who are employed as 0.75 FTE to 0.99 FTE employees – shall be provided the same medical insurance benefits provided full-time regular unit members (Section 8.2.1, above) except that the District's contribution towards the cost of the medical plans shall be as follows:

8.3.1.1 Less than forty (40) hours paid service per week, but thirty (30) or more hours paid service per week: The District's contribution shall be seventy-five percent (75%) of the amount set forth in Section 8.2.1 above, or seventy-five percent (75%) of the cost of the medical plan selected by the unit member, whichever is less.

8.3.1.2 If the hours of a part-time unit member fluctuates during the year between being a 0.75 FTE and 0.99 FTE employee, the District's contribution toward the cost of the part-time unit member's medical plan shall be determined by calculating the average number of hours of paid service per week over the course of the year.

8.3.3 If the District's contribution towards the cost of a part-time unit member's medical plan is insufficient to cover the cost of the unit member's medical plan, the District shall make monthly deductions from the unit member's salary to cover the excess cost of the medical plan over the District's contribution.

8.3.4 Vision and Dental Benefits

8.3.4.1 From the date of the full ratification of the parties' Agreement through December 31, 2017, part-time unit members shall be provided the same dental and vision as full-time unit members, except the District shall pay fifty percent (50%) of the premium for four (4) and five (5) hour unit members and seventy-five percent (75%) of the premium for six (6) and seven (7) hour unit members. The District shall pay the full amount of the premium for a \$5,000.00 group term life insurance policy for each eligible unit member.

8.3.4.2 Beginning January 1, 2018, part-time unit members shall be provided the same dental benefits as full-time unit members, except

the District shall pay seventy-five percent (75%) of the premium for 0.75 FTE to 0.99 FTE unit members. The District shall pay the full amount of the premium for a \$5,000.00 group term life insurance policy for each eligible unit member.

8.4 Retirees' Benefits

8.4.1 Unit members retiring July 1, 1988, or thereafter, who are at least sixty (60) years of age and have twenty (20) or more years of full-time credited service or retirees who on or after that date are at least fifty-five (55) years of age and have thirty (30) or more years of full-time credited service in the District shall have fifty percent (50%) of the group health plan premium at the employee only rate paid by the District until the retiree turns the age of 65.

8.4.2 A pro rata share of percentage payment of the group plan shall be paid for retirees who worked less than full-time during their credited years of service.

8.4.3 In order to remain eligible to receive the retiree benefits set forth in this Section, a retiree must submit payment for his/her portion of the required premium a month in advance of the premium due date for each month of coverage. Specifically, the retiree must submit payment for the next month's retiree medical benefits premium no later than the 10th of each preceding month, e.g. the employee must make the payment by January 10th for February coverage. The District will provide notice to employees at the time of retirement to whom such payments must be submitted and will update them if the process is changed. If a retiree fails to make the required payment in a timely manner, the retiree will no longer be eligible to receive the benefits of this Section and the District will no longer be required to make any payments on behalf of that retiree for medical benefits under this Section.

8.5 Supplemental Coverage

8.5.1 For a period of three (3) years beginning with a retiree's sixty-fifth (65<sup>th</sup>) birthday, the District shall reimburse the retiree for the cost up to \$50.00 per month for ten (10) months towards the premium of a Medicare supplement plan which has been verified by the District.

8.5.2 A pro rata share of the supplement reimbursement shall be provided to employees who worked less than full-time during their credited years of services.

8.6 Employee Assistance Program

The District has established an Employee Assistance Program.

8.7 Employee Benefits Committee

The District has established an Employee Benefits Committee to review and provide input relative to all medical, dental, vision and life insurance plans. The Union shall have the right to representation on the Committee equal to that of the other bargaining units within the District.

8.8 Physical Examination

8.8.1 If the District requires a unit member to submit to a physical examination for continuance in employment, the District shall either provide the examination,

cause it to be provided, or provide the unit member with the total reimbursement for the required examination. The unit member shall be provided a written statement specifying the reasons for the request.

8.8.2 The District shall solicit from the physician only such information that determines the unit member's ability to perform his/her designated duties.

8.9 In the event health plan requirements (Government Health Plan Requirements) are repealed/adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties shall be required to reopen the relevant Sections of the Agreement and bargain regarding the impact of such changes. In addition, Article 8 of this Agreement may be reopened at the request of either party if there are changes made to or implemented as a result of changes in the law or regulations governing the Affordable Care Act or the American Health Care Act (or any other name given to a bill repealing and replacing the ACA), including, but not limited to, changes to the subsidy requirements and if the affordability requirement no longer applies to the District.

**ARTICLE IX  
WORK PERIODS AND OVERTIME**

**9.1     Workday and Workweek**

9.1.1     The maximum number of hours of regular employment of unit members is eight (8) hours a day and forty (40) hours a week. However, the Board of Trustees may employ persons for lesser periods of time and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

9.1.2     The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District. Changes in the unit member's starting and ending times of the workday and the unit member's required workdays and number of work hours shall occur no more than twice a fiscal year without the express written permission of the unit member. If the District intends to change a unit member's starting or ending times, or workdays, or number of work hours, the District shall give the unit member at least fifteen (15) calendar days written notice of the impending change. If such advance notification is not given and the change is nevertheless made, the employee shall receive a five percent (5%) salary differential for each day worked for which the employee did not receive timely notification, to a maximum of five (5) workdays.

**9.2     Four Day Workweek**

9.2.1     The Board of Trustees may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for unit members providing their services are not required for a workweek of five (5) consecutive days. The assignment of unit members to a four (4) consecutive day, ten (10) hour per day workweek shall be with the concurrence of the affected unit members, as ascertained through the Union.

9.2.2     The District will provide notice of when it is implementing the schedule set out in Article 9.2.1 to allow unit members the opportunity to volunteer to work that schedule. Unit members so assigned will be volunteers only, verified by a written statement signed by the unit member. The unit member will be provided with a copy of the signed statement.

9.2.3     The workweek for purposes of this Section is defined as commencing at 12:00 midnight on Sunday night and ending 11:59 p.m. on the following Saturday.

9.2.4     All designated and authorized work performed on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of such workweek shall be considered overtime. The rate paid for all hours worked in excess of ten (10) hours per day or on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), and seventh (7<sup>th</sup>) days shall be equal to one and one-half (1-1/2) the regular rate of pay for the unit member.

9.2.5     The intent of this Section is to insure the voluntary basis of the four (4) day workweek program.

9.2.6     The District may at any time re-establish a five (5) day workweek for any employee who has been assigned a four (4) day workweek, provided that the



District shall give the employee seven calendar days advance notice in writing of the impending re-establishment of the five (5) day workweek. The concurrence of the employee or the Union is not required to re-establish a five (5) day workweek. If the advance written notification is not given and the change is nevertheless made, the employee shall receive a five percent (5%) salary differential for each day worked under the re-established five (5) day workweek, to a maximum of five (5) workdays.

- 9.2.7 As an exception to the above, the District may request that employees volunteer to work a four day per week, ten hours per day schedule during the period of time between the last instructional day for students and the first instructional day for students of the subsequent school year on dates specified by the District. For those employees who do not volunteer to work this schedule, the District will accommodate them by allowing them to work at a location/department/school that is open on Fridays and on Monday through Thursday those employees will remain at the location of their normal assignment.

9.3 Lunch and Rest Periods

- 9.3.1 Bargaining unit members who work at least five (5) consecutive hours shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members whose work schedule is from 8:00 a.m. to 4:30 p.m. should complete the lunch break by 1:30 p.m. It shall be the responsibility of the immediate supervisor to determine the specific time for the unit member's lunch break. By mutual written agreement between the District and the unit member a unit member's lunch period may be extended to one (1) hour with an extension of the workday.

- 9.3.1.1 The District may revoke the agreement for the one (1) hour lunch period by providing five (5) calendar days written notice to the unit member, except in emergency situations.

- 9.3.1.2 The District may also suspend the agreement for a limited period of time, e.g. for two days, due to emergency situations, including, but not limited to flooding, plumbing – e.g. backups of toilets, showers – electrical shortages, electrical/power outages, or any emergency as defined in Article 4.3. The District agrees that it will not suspend the agreement for arbitrary or capricious reasons. In such cases, the District will provide notice as soon as practicable to the unit member and will provide an initial estimate of the length of the suspension of the agreement, which will be updated once a final length of suspension has been determined.

- 9.3.2 Each bargaining unit member shall be granted a fifteen (15) minute rest period during each four (4) hours of work period. Rest periods shall not be taken during the first and last hour of the working period. (For example, if the workday is from 8:00 a.m. to 4:30 p.m. the rest period may not be taken before 9:00 a.m. or after 3:30 p.m.) Unit members may not leave the work site where employed during the rest period unless authorized by the Site Administrator or Department Head. Rest periods are not cumulative and shall not be used to extend the lunch period or another rest period or to shorten the workday. No

rights of overtime will accrue if rest periods are not taken. It is the responsibility of the supervisor to establish the specific time of the unit member's rest period.

#### 9.4 Overtime

9.4.1 Overtime is ordered and authorized work time in excess of eight (8) hours in one day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided below.

9.4.2 In determining the eligibility of a unit member to receive the prescribed overtime rate, the number of hours "worked" by a unit member shall include, in addition to actual hours worked, time during which the unit member is excused from (and is paid for) holidays, sick leave, vacation, compensating time off, or any other paid leave of absence.

#### 9.4.3 Overtime Distribution by Seniority

9.4.3.1 The District, in its sole discretion, shall determine what classification within the unit shall receive overtime assignments. The District agrees to allow unit members on the site that the overtime is to be performed to have first right of refusal of the overtime assignment. Overtime assignments shall be offered according to seniority, within the determined classification.

9.4.3.2 If all unit members on the site refuse the overtime assignment, the District agrees to offer the overtime District-wide, starting with the most senior unit member within the classification deemed necessary for overtime. The District shall maintain an overtime list for all represented classifications, based on seniority at the work-site and within the classification, for the purpose of determining who is eligible for overtime.

9.4.3.3 Any unit member who accepts, declines, or is unavailable for an overtime assignment shall be placed at the bottom of the list and shall not be offered additional overtime until the entire list has been offered overtime, and has worked, declined, or not been available for overtime.

9.4.3.4 Overtime hours worked at the primary site assignment shall not effect placement on the District-wide seniority/overtime list.

9.4.3.5 In the event that a unit member successfully grieves Article IX, the only remedy available will be to receive overtime on the next available opportunity for which the unit member is available. The District shall not provide compensation for work not performed.

9.4.3.6 If during the same school year, the same unit member is denied overtime by the same supervisor he or she may grieve Article IX as a "second offense." In the event it is determined by an agreed upon third party neutral that the unit member was denied overtime a second time within the same school year, the aggrieved unit member shall receive compensated time off equal to the amount of over time denied as a second offense to be used at his or her

discretion, provided that they submit a written request to take the compensated time off to his or her immediate supervisor with a copy to Human Resources at least ten (10) working days prior to taking the compensated time off.

9.4.3.7 Unit members newly employed by the District shall be placed in the least senior position of the overtime list.

9.4.4 Removal from Overtime List

All unit members shall have the right to refuse overtime. Upon written request any unit member shall have the right to remove his/her name from the overtime list. Any unit member who requests his/her name be removed from the overtime list shall remain off the list for six (6) months, unless otherwise permitted by the District. After that time a written request to be reinstated may be made by the unit member.

9.5 Adjustment of Assigned Time

A unit member who works a minimum of thirty (30) minutes per day in excess of the unit member's regular assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. This shall not entitle the unit member to an actual change in length of assignment, but only a change for the purposes of acquiring fringe benefits on a properly prorated basis for the period when the unit member worked a minimum of thirty (30) minutes in excess of his/her regular assignment.

9.6 Compensation for Overtime

9.6.1 All overtime must be approved in advance by the appropriate supervisor.

9.6.2 The unit member has the election of taking either compensating time off or cash payment for accrued overtime, providing the needs of the District do not conflict.

9.6.3 Overtime worked must be paid in cash or compensating time off allowed at one and one-half times (1-1/2) the actual hours worked. Any compensating time off not used during the calendar month in which earned must be paid in cash, unless the unit member and his/her immediate supervisor mutually agree to an extension of time. Any compensating time off not used within four (4) calendar months following the date it was earned must be paid in cash during the pay period following expiration of the four (4) month period.

9.6.4 The workweek shall consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek. Such unit member shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the commencement of the workweek at a rate equal to one and one-half times (1-1/2) the regular rate of pay of the unit member designated and authorized to perform the work.

9.6.5 Unit members having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following the commencement of his/her workweek, be compensated at a rate

equal to one and one half times (1-1/2) the regular rate of pay of the unit member designated and authorized to perform the work. Positions and unit members excluded from overtime compensation, i.e., weekend/holiday positions, shall likewise be excluded from the provision of this Section.

9.6.6 The unit member's records must clearly identify the number of hours worked per week, the number of overtime hours per week, and the amount of compensating time off accrued and taken during the pay period.

9.6.7 An hourly unit member regularly scheduled to work fewer than or up to forty (40) hours per week on five (5) consecutive workdays shall be compensated at the regular rate of pay for those hours of work, and shall be compensated in accordance with Article 9.6 (Work Period and Overtime) for hours worked in excess of forty (40) hours on five (5) consecutive workdays.

9.7 Additional Runs

Plant Workers shall not be required to assume responsibility for more than one run assignment. When it becomes necessary to split a run due to the unavailability of a co-worker or substitute, those receiving a portion of another unit member's run will not be required to perform all of the normal tasks associated with their regular run assignment.

9.8 Fall Recess/Winter Recess/Spring Recess

9.8.1 Winter and Spring Recess. All schools and all District offices and sites shall be closed during every Winter Recess and Spring Recess, except that the District in its sole discretion may designate that certain schools, offices, and/or sites remain open with a full or limited staff during the Winter Recess and/or Spring Recess. The District's decision as to which schools, offices, and/or sites are to remain open and the number and kind of staff required shall be final and not subject to grievance/arbitration, court or administrative challenge, or any other challenge whatsoever. No less than twenty (20) calendar days prior to any such closure, the District shall notify the Union of the closure in writing and thereafter participate in impact bargaining at the Union's request.

9.8.2 Fall Recess. The District, in its discretion, may designate that all schools and all District offices and sites will be closed during every Fall (Thanksgiving Week) Recess, except that the District in its sole discretion may designate that certain schools, offices, and/or sites remain open with a full or limited staff during the Fall Recess. The District's decision as to whether to close all school and sites as well as to designate which schools, offices, and/or sites are to remain open and the number and kind of staff required shall be final and not subject to grievance/arbitration, court or administrative challenge, or any other challenge whatsoever. If the District decides to close District offices, sites and schools during the Fall Recess, no later than June 30th of the preceding school year prior to such closure, the District shall notify the Union of the closure in writing and thereafter participate in impact bargaining at the Union's request.

9.9 Minimum Call-In Time

Any employee called into work on a date when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement.

9.10 Call Back Time

Any Employee who is called back to work and required to return to the workplace after completion of his/her shift shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

**ARTICLE X**  
**PERFORMANCE EVALUATION PROCEDURES**

**10.1    When Evaluations Are To Be Made**

All unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:

10.1.1      Probationary employees - at the end of the second (2<sup>nd</sup>) and sixth (6<sup>th</sup>) months of service. For purposes of this Article, months of service does not include:

10.1.1.1    the non-work summer months for 10- and 11-month employees;  
                 and

10.1.1.2    periods of time in which any bargaining unit employee is on a paid or unpaid leave of absence, excluding vacations and holidays.

10.1.2      Permanent employees - at least once each year, during April, and at any time more than sixty (60) workdays later if the unit member leaves the control of that supervisor.

10.1.3      If a unit member is absent during the evaluation period, he/she shall be evaluated within fifteen (15) workdays of his/her return to duty. Similarly, if an immediate supervisor is absent during the evaluation period and specifically during the month of April and the immediate supervisor is not absent for more than sixty (60) workdays, then the evaluation shall be completed within fifteen (15) workdays of the immediate supervisor's return to duty. If, based on the preceding sentences, an evaluation is provided after the month of April, the evaluation shall be dated as of the date the employee is provided his/her evaluation.

10.1.4      If a permanent employee is not provided a performance evaluation during the month of April, and except as set forth in Article 10.1.3, the prior twelve (12) month period of performance shall be deemed Competent.

10.1.5      If a unit member's immediate supervisor is on a leave of absence during the 12-month evaluation period for more than sixty (60) workdays, and the employee filling in for that immediate supervisor is a District employee who is working out of class, the evaluation shall be completed by the next level supervisor referenced in Article 10.2.

**10.2    Who Makes Evaluations**

Each immediate supervisor under whom the unit member has served sixty (60) workdays or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her control. Each unit member shall be informed in writing of the name of his/her immediate supervisor and of the next level supervisor within thirty (30) workdays after beginning employment with the District or moving into a new classification with the District in which the unit member is reporting to a new immediate supervisor.

**10.3    Procedures To be Followed**

10.3.1      Performance evaluation reports shall be made on prescribed forms and shall be prepared by the unit member's immediate supervisor. The form shall be

reviewed by the next higher level supervisor. Evaluation of unit members shall be based on consistent observation and review by the evaluator. The immediate supervisor will insure that each unit member is informed verbally initially and then, in writing, of any request to perform job duties that are not expressly required to be performed in the job description applicable to that employee on an ongoing basis. No performance evaluation shall be based upon hearsay statements unless the evaluator has conducted an investigation and has substantiated the statements. Such hearsay statements shall be in writing, dated and signed by the informant. This information shall become a part off the unit member's official personnel file.

10.3.2 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the unit member to indicate receipt and the unit member shall be given a signed copy at the time it is signed.

10.3.3 If any category on the performance evaluation is rated "below District standards" for probationary unit members or "below competent" for permanent unit members, the following shall be included:

- a. Statement of the problem or concern;
- b. The desired improvement;
- c. Suggestions for improvement; and,
- d. Provisions for assisting the unit member.

10.3.4 The unit member shall have the right to review and respond to the performance evaluation, and such response shall be attached to the evaluation.

10.3.5 Performance evaluation reports shall be filed in the unit member's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.

#### 10.4 Special Evaluations

At any time, a supervisor may, with the approval of the department head, issue to a unit member a "Notice of Commendation" or "Notice of Unsatisfactory Performance." Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the unit member. They shall be delivered to the unit member personally by the immediate supervisor or by certified mail. A copy of such notice shall be placed in the unit member's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.

#### 10.5 Personnel File Information

10.5.1 The official personnel file of each unit member shall be maintained at the District's Central Administration Office. Materials placed in the official personnel file must indicate that a copy has been given to the unit member concerned. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination.

- 10.5.2 Every unit member shall have the right to inspect such material upon request, provided that the request is made at a time such unit member is not actually required to render service to the District or with the permission of the department head on District time.
- 10.5.3 Information of a derogatory nature, excepting material listed in Section 10.5.1 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Unit members shall be provided with a copy of any derogatory written material within five (5) days before it is placed in the unit members' official personnel file. A rebuttal statement on the original statement or attached to the document shall be proof that the unit member had the opportunity to review and comment on the material. A signature of the unit member acknowledging receipt shall be verification that he/she has received a copy of the document. If the unit member refused to sign acknowledging receipt of the material, only the server shall prepare a memorandum which shall be attached to the derogatory statement advising that the employee has been served, how, when and where. A review of derogatory statements shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.
- 10.5.4 The District shall keep a record indicating the persons, other than Human Resources Department staff, who have examined unit member's personnel file including the date of examination and the record shall be maintained in the unit member's official personnel file. Any person submitting material for insertion in the unit member's official personnel file shall sign and date the material. The material shall be date-stamped upon receipt in the Human Resources Department.
- 10.5.5 Unit members' files maintained at locations other than the Human Resources Department shall include personnel status notices, individual absence reports, annual performance evaluations, and other information of a non-derogatory nature.

#### 10.6 Complaints

A unit member may file a grievance alleging that the aforementioned procedure has not been followed. However, none of the aforementioned provisions shall be construed to mean that the performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the Grievance Procedure. Those matters as well as other substantive matters regarding evaluation are expressly excluded from the Grievance Procedure. If the unit member is not satisfied with the contents of the performance evaluation, he/she may appeal in writing to the next level supervisor and request a meeting to resolve any disputes. The next level supervisor shall schedule a conference with the unit member and the evaluator within five (5) workdays, and must respond in writing within ten (10) workdays following the conference. The decision of the next level supervisor is final. Time limits may be extended by mutual agreement. All correspondence relating to this Section shall become a part of the unit member's official personnel file. If the unit member is still dissatisfied with the contents of the performance evaluation, he/she may submit a rebuttal statement, in writing, to be attached to the evaluation and filed in his/her official personnel file. All correspondence relating to this Section shall become a part of the unit member's official personnel file. Forms, letters,



memorandums, etc., used for reporting job performance and conduct which are below acceptable District standards shall not be used to support initiation of disciplinary action if such material is more than three (3) years old.

Such material may be used to prove that the unit member has received previous discipline or counseling. The three (3) year time limit shall begin to run on the date the material is date-stamped upon receipt in the Human Resources Department.

## **ARTICLE XI TRANSFERS**

- 11.1 Transfer shall be defined as the reassignment of a unit member without examination from one position to another position in the same class or to a position in a similar or related class with the same salary range.
- 11.1.1 Prior to a transfer involving the reassignment of a unit member to a position in a similar or related class with the same salary range being effective, the Personnel Commission Director shall determine whether classes are sufficiently similar or related to permit the transfer between them. Upon receipt of the District's request that the Personnel Commission Director make such a determination, the Personnel Commission shall provide written notice to the Union of the District's request for a determination to be made. The Personnel Commission Director shall consider the similarity of duties, minimum qualifications, examination content, occupational group and promotional field (above and below). Preference in transfers is permitted when any of the following conditions are present:
- 11.1.1.1 As the unit member's seniority in the classified services increases;
- 11.1.1.2 When the transfer request is based on reclassification, impending layoff, or reasons of health or medical restrictions; or
- 11.1.1.3 When the unit member meets the minimum requirements for the class.
- 11.1.2 A permanent unit member who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that classification for a period of six (6) months or one hundred and thirty (130) actual days of work.
- During the probationary period the unit member may be returned (transferred) to his/her former class, without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the unit member will have the same appeal rights as a permanent unit member who is demoted or dismissed.
- 11.2 A permanent unit member may request a transfer at any time by completing the appropriate form and submitting it to the Personnel Commission.
- 11.3 Unit members may be transferred for the good of the service at the discretion of the District, provided that such action shall not be taken for punitive or preferential reasons.
- 11.4 Transfer Notice
- 11.4.1 In cases of emergency, the unit member shall be given at least two (2) working days advance notice of a transfer. For purposes of this Article, "Emergency" shall be defined as a situation calling for prompt action; an act of God or other cause not within the District's control which impacts or potentially impacts the operations of the District; an unusual, unexpected or extraordinary interference from a third party; or an unusual, unexpected or extraordinary occurrence whose cause is unknown.

- 11.4.2 A unit member being transferred for the good of the service in a non-emergency situation shall be notified at least ten (10) work days prior to the effective date of the transfer.
- 11.4.3 The unit member may request a conference with or without representation. A written statement regarding the reason for the transfer shall be provided to the unit member.
- 11.5 It shall be the policy of the District to publish and distribute to all work locations examination bulletins at least once a month for the benefit of unit members that may be interested in taking scheduled examinations or requesting a transfer to an existing vacancy. A unit member on leave shall have the right to have his/her Shop Steward file for the transfer in his/her behalf with the written consent of the unit member.
- 11.6 A District Transfer Request Form shall be available to any interested unit member requesting a transfer or change of work location. When a vacancy does occur, those unit members who have a transfer request on file will have the request submitted to the appointing authority.
- 11.7 A file will be maintained in the Personnel Commission for all unit members requesting a transfer. Transfer requests will be kept for a period of one year from the date of submittal.
- 11.8 Transfers shall not change the unit member's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit or in any other manner reflect adversely upon his/her rights, as provided by law and this Agreement.
- 11.9 Transfers shall have the following effects on seniority:
  - 11.9.1 Within the same class – none.
  - 11.9.2 From one class to another - the unit member shall not receive seniority credit in the new classification for service in other classifications; however, he/she shall retain such credit as seniority in the classified service.
- 11.10 Transfer shall not be used as a method to avoid impending layoff, although unit members whose positions are to be eliminated may transfer to other classes as this Article contemplates.

## **ARTICLE XII SAFETY**

- 12.1 The District seeks to insure that each unit member is provided with safe and healthy working conditions. The Union agrees to encourage unit members to be safety conscious in the performance of duties and to promptly report alleged unsafe conditions to their supervisor or to their Safety Committee Representative at the departmental/school level.
- 12.2 A District-wide accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with State Safety Orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modification of facilities, equipment, records and practices shall be made promptly to meet requirements of the State Safety Orders and to reduce or eliminate hazardous conditions.
- 12.3 Consistent with this Section, each Department Head and School Principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.
- 12.4 The Union shall appoint eight (8) members to become a part of the existing District Safety Committee. Instead of appointing eight members to the Committee, the Union may choose to appoint seven members and choose to have a Business Representative attend and participate in District Safety Committee meetings.
- 12.5 The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their duties as members of the District Safety Committee.
- 12.6 No unit member shall be unlawfully discriminated against for reporting any condition believed to violate the requirements of the State Safety Orders.
- 12.7 Complaints regarding alleged violations of this Article may not be pursued beyond intra-District level of the Grievance Procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal Laws to redress alleged safety violations.

## **ARTICLE XIII LEAVE OF ABSENCE**

### **13.1 General Provisions**

- 13.1.1 The leave benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. It is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement and are not subject to the Grievance Procedure, Article VI.
- 13.1.2 Not later than the sixth (6<sup>th</sup>) consecutive workday of absence, a unit member shall be required to complete the District Leave of Absence Request Form, for payroll purposes. The District may request verification of the reason for an absence, if it has reasonable cause to believe the purpose of the leave may have been violated.
- 13.1.3 Unit members using any category of leave without pay, unless required by applicable law, shall not be entitled to compensation, accrual of leave, District contributions to fringe benefit premiums, annual increments, or the accrual of seniority for layoff or reductions in force, or other such purposes, nor shall probationary unit members earn credit toward gaining permanency while using such leave. A unit member on approved leave without pay may continue his/her enrollment in health and welfare plans by paying the full amount of the premiums in a periodic manner as required by the District.
- 13.1.4 If the District believes that a unit member cannot safely or adequately perform the duties of his/her position or if a unit member is using any leave based on an illness or an injury, the District may require that the unit member be examined by a District selected physician at District expense.

### **13.2 Paid Sick Leave**

- 13.2.1 Sick Leave is authorized absence of a unit member because of illness, injury or exposure to contagious disease.
- 13.2.2 Every unit member in a permanent, probationary, or restricted status shall earn one (1) day sick leave for each month worked in a fiscal year. Unused sick leave may be accumulated without limit.
- 13.2.3 At the beginning of each fiscal year (July 1<sup>st</sup>), the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which he/she would normally earn in that fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 13.2.4 Sick leave may be taken at any time, provided that new unit members with probationary status may use only six days of paid sick leave during their initial probationary periods.
- 13.2.5 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she had worked that day, except as provided by Education Code section 45137 for part-time personnel.

- 13.2.6 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of his/her absence within the first (1<sup>st</sup>) work hour of the first (1<sup>st</sup>) day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.
- 13.2.7 At least one (1) day prior to his/her expected return to work the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.
- 13.2.8 A unit member absent for more than five (5) workdays shall be required to present a signed statement from the attending health care provider stating that the unit member was unable to work due to illness or disability and the inclusive period of illness or disability, to his/her Department head. If absence due to illness is longer than ten (10) workdays, a medical release signed by the attending health care provider, must be submitted to the Department head upon return to work.
- 13.2.9 Unit members who have a questionable attendance record or who indicate a high incidence of sick leave usage, may be required to submit medical justification for any illness absence. If the unit member's attendance becomes questionable he/she shall be notified in writing that any subsequent illness absence will require medication justification.
- 13.3 Entitlement to Other Sick Leave
- 13.3.1 Pursuant to Education Code section 45196, every July 1<sup>st</sup>, each permanent unit member shall be credited with 100 days of fifty percent (50%) pay sick days. The 100 days per fiscal year runs concurrently with the use of sick leave taken in accordance with Article 13.2 and days of industrial accident or illness leave in accordance with Article 13.6. These fifty percent (50%) pay sick days shall be available for use during the year they are credited to the unit member only and shall not accumulate from year to year.
- 13.3.2 No half-pay (1/2) illness leave shall be allowed until after the exhaustion of all full-pay privileges, including regular sick leave and accumulated vacation.
- 13.3.3 The days of half-pay (1/2) illness leave for unit members who work on less than a full-time basis shall be prorated on the basis of the number of hours worked in a week.
- 13.3.4 The leave shall not be accumulated from year to year and when such leave will overlap into a new fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.
- 13.4 Additional Sick Leave
- After exhaustion of all paid leave, the unit member may be placed on additional unpaid leave upon request and with the approval of the Board of Trustees. The additional leave may be for any period of time up to a year, providing that the total leave time for any one (1) illness both paid and unpaid will not exceed two (2) years.

For an employee who is absent due to a non-industrial accident or illness, upon his/her ability to resume the duties of a position within the class to which he/she was assigned, the employee may do so at any time during the leave of absence granted under this Section and time lost shall not be considered a break in service. Prior to being returned to work, the employee shall be required to submit to the Human Resources Department a certification from his/her healthcare provider allowing him/her to return to work with or without restrictions. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.

13.5 Termination of Sick Leave

13.5.1 A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been more than twenty (20) workdays, he/she has notified the District of his/her return at least three (3) workdays in advance.

13.5.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit member is unable to resume the duties of his/her position and the District is unable to transfer the unit member to a suitable position which is compatible to his/her restriction(s), the unit member will be placed on a reemployment list for a period of thirty-nine (39) months as required under the Education Code.

13.6 Industrial Accident and Industrial Illness Leave

13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

13.6.2 A unit member in the classified service, who is absent from duty because of an illness or injury defined as an industrial accident or illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation providing that:

13.6.2.1 He/she has probationary or permanent status.

13.6.2.2 In the opinion of the Superintendent/Designee the illness or injury constitutes an industrial accident illness, or, if contested by the District, it is ultimately determined to be work related.

13.6.3 Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness.

13.6.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled under Article 13.2. Any illness leave used in lieu of industrial accident or illness leave shall be restored to the unit

member, if the unit member's Workers' Compensation Claim is approved. If the unit member is still unable to return to duty after exhausting paid industrial accident leave, the unit member shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave shall be reduced only in the amount necessary to provide a full day's wages or salary when added to the Workers' Compensation award.

- 13.6.5 After all paid illness leave has been exhausted following a paid industrial leave, a unit member may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance without penalty from the State Compensation Insurance Fund. After the expiration of all paid leave privileges, the appointing authority may place the unit member on an industrial accident leave without pay. The total time of all leave benefits provided under this Section, including unpaid industrial accident leave, shall not exceed twenty-four (24) months for any one (1) industrial accident or industrial illness.
- 13.6.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, the unit member shall be assigned to a position in his/her former class. If no vacancy exists in his/her former class, he/she may displace the most recently appointed unit member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be reassigned or placed on a suitable reemployment list.
- 13.6.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such paid or unpaid leave of absence.
- 13.6.8 When all paid or unpaid leaves of absences have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 13.6.9 A unit member who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time bases, in the assignment area in which the unit member has made himself/herself available.
- 13.6.10 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary. A permanent unit member's salary is computed on the basis of the average number of hours and days in his/her basic daily assignment. A unit member who is not permanent shall have his/her salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding



year. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the unit member appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the Section.

13.7 Bereavement Leave

13.7.1 Every unit member employed in the classified service shall be granted necessary leave of absence, not to exceed three (3) workdays, or five (5) days if out-of-state or more than three hundred (300) miles in travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

13.7.2 Members of the immediate family include the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent; step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the unit member.

13.7.3 One (1) day of bereavement leave shall be allowed for the death of a niece, nephew, aunt, or uncle of the unit member or unit member's spouse. Upon a unit member's request to Human Resources, the District may grant up to two (2) additional days of bereavement leave where extenuating circumstances are involved or where out-of-state travel or travel more than 300 miles is required.

13.7.4 Acceptable documentation of the death which qualified the unit member for leave under this Section may be required by the District

13.8 Personal Necessity

13.8.1 A unit member may elect to use, not to exceed six (6) days in any one (1) fiscal year, sick leave which has been earned pursuant to Article 13.2, for personal necessities which fall in the following categories:

13.8.1.1 Bereavement leave which may be necessary beyond that authorized in Article 13.7 and law.

13.8.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as described in Article 13.7.

13.8.1.3 Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this Article.

- 13.8.1.4 Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.
  - 13.8.1.5 His/her attendance upon a member of his/her immediate family who is seriously ill or requiring care or attendance. The unit member is expected to make other arrangements for care of the ill person as soon as possible.
  - 13.8.16. Any other significant event, personal to the unit member for which paid leave of absence is not authorized, which under the circumstances the unit member cannot reasonably be expected to disregard, and which requires the immediate attention of the unit member during his/her assigned hours of service. Unit members will be required to submit adequate proof that an emergency did exist. Should the District rule that the data submitted does not constitute an emergency, the unit member may appeal to the Human Resources Department. The Human Resources Department shall hear the evidence and render a decision.
- 13.8.2 Immediate family as used in this Section shall have the same meaning as provided in Article 13.7.
- 13.9 Jury Duty and Witness Leave
- 13.9.1 Leave of absence for jury, service shall be granted to any unit member who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed in the District. A request for jury service leave should be made by presenting the official court summons to jury service to the Department head within one (1) workday of receipt of the summons.
  - 13.9.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or the authorized officer of the court. The unit member shall receive full pay during the leave period, provided the witness fees for such leave are assigned to and the subpoena or court certification is filed with the District. A request for leave of absence to serve as a witness should be made by presenting the official court summons to the Department head.
  - 13.9.3 The jury service fee and witness fee referred to in Article 13.9.1 and 13.9.2, respectively, do not include reimbursement for transportation expenses.
  - 13.9.4 A unit member who has received a leave of absence under this Section shall make himself/herself available for work during hours when his/her presence is not required in court. Any day during which any unit member whose regular assigned shift commences at 12:00 noon or after and who is required to serve

six (6) hours or more of that day on jury duty shall be relieved from work with pay.

13.10 Night Jury Duty

When a unit member is required to serve on jury duty which commences after 5:00 p.m. the District shall grant the following:

- 13.10.1 All day shift members shall be required to work four (4) hours and shall be compensated for a full eight (8) hours shift.
- 13.10.2 All p.m. shift. unit members (3:00 p.m. to 11:00 p.m.) shall be compensated for the full eight (8) hours shift for duty after their starting time.
- 13.10.3 All early morning unit members 11:00 p.m. to 7:00 a.m. shall be required to report to work by 3:00 a.m. and work the remainder of their shift.

13.11 Absence for Examination

Every unit member in the classified service shall be permitted to be absent from his/her duties during work hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that he/she gives two (2) days notice to his/her immediate supervisor.

13.12 Military Leave

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code sections 389 and 395 and that which follows.

13.13 Leave of Absence Without Pay

- 13.13.1 A leave of absence without pay may be granted to a permanent unit member upon written request of the unit member and the approval of the Board of Trustees, subject to the following restrictions:
- 13.13.2 Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code. Leaves of absences for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed twenty-four (24) months.
- 13.13.3 The granting of a leave of absence without pay gives the unit member the right to return to a comparable level position within his/her class at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties of that position.
- 13.13.4 The Board of Trustees, may for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be by certified mail to the last known address the District has on file for the unit member.
- 13.13.5 A unit member may make a written request to the Board of Trustees to return to work prior to the expiration date of the leave. The Board of Trustees may approve or reject the request.

13.13.6 Failure to report for duty within five (5) workdays after a leave has been cancelled or expires shall be considered “abandonment of position” and the unit member may be terminated by the Board of Trustees. This provision is not applicable to military leave or as otherwise prohibited by applicable law. Nothing in this Section shall be construed to deny any unit member the right to appeal disciplinary action.

13.14 Pregnancy Disability Leave

13.14.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

13.14.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee’s healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee’s job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

13.14.3 Reasonable Accommodation for Pregnancy-Related Disabilities

13.14.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee’s health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

13.14.3.2 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as “medically advisable”; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

13.14.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

13.14.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an

employee must provide timely oral or written notice sufficient to make the District aware that the employee needs reasonable accommodation, transfer, or pregnancy disability leave, and, where practicable, the anticipated timing and duration of the reasonable accommodation, transfer or pregnancy disability leave as well as:

13.14.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

13.14.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

13.14.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The District may require an employee to provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

#### 13.14.3.5 Duration

13.14.3.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

13.14.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

#### 13.14.3.6 Reinstatement

13.14.3.6.1 If the employee and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

13.14.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Human Resources Department and specifically the Employee Relations Technician with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

13.14.3.6.3 An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

13.14.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

#### 13.14.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave

of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

Leave taken by a unit member pursuant to the provisions of Article 13.14 shall run concurrently with any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave taken, including in Articles 13.2, 13.3, 13.4, 13.6, and shall run concurrently with leave taken pursuant to the FMLA and Article 13.15, if applicable.

#### 13.14.3.8 Benefits

13.14.3.8.1 The District will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

13.14.3.8.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

#### 13.15 Unpaid Family Leave

13.15.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave"), employees must have: (1) completed one year of service for the District; and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.

13.15.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- 13.15.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- 13.15.2.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition) ("Family Care Leave");
- 13.15.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- 13.15.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("Military Emergency Leave"); or
- 13.15.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

### 13.15.3 Definitions

- 13.15.3.1 "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
- 13.15.3.2 "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- 13.15.3.3 "Parent," for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents "in law." For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.



- 13.15.3.4 "Covered Active Duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- 13.15.3.5 "Covered Servicemember" means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- 13.15.3.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- 13.15.3.7 "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

13.15.4 Leave Length

13.15.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Qualifying Exigency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA.

For purposes of FMLA Leave eligibility determinations, the 12-month period is measured using the District's fiscal year of July 1st through June 30th.

13.15.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

13.15.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the District may later require an employee to obtain recertifications of his/her need for leave.

- 13.15.4.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA. In addition, in some circumstances and in accordance with applicable law, an employee may take a FMLA Leave where the leave being taken does not run concurrently under the Fed-FMLA and CFRA. In those cases, an employee may be eligible to take additional FMLA Leave (using just only the CFRA or Fed-FMLA, as applicable).

13.15.5 Notice and Certification

13.15.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

- 13.15.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the District's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

- 13.15.5.1.2 At the District's expense, the District may also require a second or third medical opinion regarding the employee's own serious health condition or the serious

health condition of an employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. The District may require a third opinion if the second opinion differs from the original certification and the third opinion shall be provided by a health care provider designated or jointly approved by both the employee and District. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

13.15.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation. Employees are to contact their manager or Human Resources prior to scheduling planned medical treatment.

13.15.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the District at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

#### 13.15.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the District with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

#### 13.15.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

- 13.15.6 Generally, FMLA Leave is unpaid. The District may require employees to use accrued vacation during any unpaid portion of FMLA Leave to the extent allowed by applicable law. The District may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, the District will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the District and the employee. Employees may be eligible to receive benefits through state-sponsored programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the applicable sick and vacation sections in this collective bargaining agreement. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during the FMLA Leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

#### 13.15.7 Benefits

- 13.15.7.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee want his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the District will continue the employee's health insurance benefits for

up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

13.15.7.2 If an employee is on a FMLA Leave, but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Please contact Human Resources for further information.

13.15.8 Job Reinstatement

13.15.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

13.15.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

13.15.9 Leave taken by a unit member pursuant to the provisions of Article 13.15 shall run concurrently with any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave taken, including in Articles 13.2, 13.3, 13.4, 13.6 and shall run concurrently with leave taken pursuant to, if applicable, Article 13.14.

13.15.10 Article 13.15 may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

13.15.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix D.

13.16 Leave to Serve in an Exempt, Temporary or Limited-Term Position

- 13.16.1 Any permanent unit member who accepts an assignment within the District to an exempt, temporary or limited-term position shall, during such assignments, be considered for status purposes as serving his/her regular position, and such assignment shall not be considered separation from service.
- 13.16.2 The unit member may with the approval of the District, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in the exempt, temporary or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the District.

13.17 Leave of Absence for Study

- 13.17.1 Every regular unit member who has completed seven (7) years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.
- 13.17.2 Study leave can be for any period of time not to exceed one (1) year and must be taken in any time increments as approved by the Board of Trustees, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.
- 13.17.3 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- 13.17.4 The unit member must file an application with the Board of Trustees for a leave of absence under this Section and must outline:
  - 13.17.4.1 His/her work history with the District (e.g., positions held and length of service in each);
  - 13.17.4.2 Length of leave requested and time period in which the leave will be completed if granted;
  - 13.17.4.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data;
  - 13.17.4.4 Amount of compensation requested while on leave;
  - 13.17.4.5 Service, if any, to be performed by the unit member for the District during the leave;

- 13.17.4.6 The benefits, to be derived by the District by the granting of the leave;
  - 13.17.4.7 Willingness by the unit member to provide a bond to the District as required by law;
  - 13.17.4.8 Agreement by the unit member that he/she will serve the District for at least two (2) years after termination of the leave;
  - 13.17.4.9 Willingness to provide the District evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District result in immediate cancellation of the leave; and,
  - 13.17.4.10 Agreement by the unit member that he/she will report any employment during the leave to the Human Resources Department, who shall determine whether conflict exists with the purpose of the leave.
- 13.17.5 If a leave is granted under this Section, the unit member will be paid, at a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board of Trustees and unit member may agree, in writing, to greater compensation. If the Board of Trustees approves compensation greater than the minimum, it shall be not less than one-half (1/2) of the unit member's normal rate of compensation and not more than full compensation.
- 13.17.6 Compensation shall be paid as follows:
- 13.17.6.1 If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years with the District upon return from leave, the agreed-to-compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave.
  - 13.17.6.2 If the unit member provides the required bond or submits a written document, approved by the Board of Trustees, the unit member shall be paid the agreed-to-compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a pro rata portion of any compensation received while on leave.
  - 13.17.6.3. If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service has been performed.



13.18 Leave of Absence for Retraining

In the event that the Board of Trustees contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced unit members in accordance with this Article.

13.18.1 To be eligible for retraining leave, a unit member must:

13.18.1.1 Have served at least three (3) years in the District;

13.18.1.2 Be serving in a position which the District contemplates abolishing, or show that the retraining will clearly benefit the District; and,

13.18.1.3 Indicate a willingness to serve the District at least two (2) years after successful completion of the retraining program.

13.18.2 The Board of Trustees shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

13.18.3 The unit member shall be considered a permanent unit member for all purposes during the period of the retraining program and shall receive his/her normal compensation and benefits. The Board of Trustees may prescribe duties, if any, to be performed by the unit member on behalf of the District during retraining leave.

13.18.4 The Board of Trustees shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the unit member if he/she fails to complete the prescribed retraining program.

13.18.5 At its discretion, the Board of Trustees may establish retraining programs for purposes other than outlined in this Article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three (3) year service requirement shall prevail. Approval for such leave shall be discretionary with the Board of Trustees.

13.19 Parental Leave

13.19.1 Operative Date and Interpretation of Parental Leave Section

This Section shall become effective as of January 1, 2017. This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and Union.

13.19.2 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 45196.1, which provides that "parental leave" as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

13.19.3 Eligibility for Parental Leave

- 13.19.3.1 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of maternity or paternity leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the unit member shall be compensated at 50% of his/her regular salary for the remaining portion of the 12-workweek period of parental leave.
- 13.19.3.2 In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in (a) of Government Code section 12945.2(a) and Article 13.15.1.
- 13.19.4 Calculation of Parental Leave  
For the purposes of this Section:
  - 13.19.4.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 13.15 if the unit member qualifies for such leave.
  - 13.19.4.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 13.15.1, the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
  - 13.19.4.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.
  - 13.19.4.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
  - 13.19.4.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 13.15.
- 13.19.4 One 12-Week Leave Period Both Parents Employed By The District  
When both spouses (registered domestic partners) of the child are employed by the District, and are eligible for leave under this Section, consistent with Article 12.9.4.1, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for parental leave.

## **ARTICLE XIV HOLIDAYS**

### **14.1 Eligibility for Holiday Pay**

14.1.1 All unit members will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

14.1.2 Holidays shall include July 4<sup>th</sup> - Independence Day; the first Monday in September - Labor Day; On a day designated by the District - Admission Day; November 11<sup>th</sup> - Veteran's Day; the fourth Thursday in November - Thanksgiving Day; Friday after Thanksgiving Day; December 24<sup>th</sup> - Christmas Eve; December 25<sup>th</sup> - Christmas Day; December 31<sup>st</sup> - New Year's Eve; January 1<sup>st</sup> - New Year's Day; the third Monday in January – Martin Luther King, Jr. Day; the second Monday in February - Lincoln's Birthday; the third Monday in February – President's Day; March 31<sup>st</sup> – Cesar Chavez Day; the Friday before Easter - Good Friday; the last Monday in May - Memorial Day; and all other days approved by the Board of Trustees.

14.1.2.1 If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

14.1.2.2 When a holiday falls during the scheduled vacation of the unit member, the unit member shall be paid for the holiday without a charge against his/her vacation leave account.

14.1.3 The holidays listed in Section 14.1.2 are guaranteed holidays for all unit members who establish eligibility for same under Section 14.1.1 above.

14.1.4 Pay for a holiday shall be the same as full-time unit member received had the day not been a holiday.

14.1.5 Holiday pay for part-time unit members shall be computed as provided in Education Code sections 45136 and 45137.

14.1.6 When a regular unit member is required to work on any holiday designated by the Board of Trustees, he/she shall be paid compensation or given compensating time off for such work at the rate specified in Article 9.6 (Compensation for Overtime) in addition to the regular pay received for the holiday.

### **14.2 School Holidays**

A regular unit member who is not normally assigned to duty during the school holidays, which include December 25<sup>th</sup> and January 1<sup>st</sup> and any other Board of Trustees declared holidays, shall be paid for those holidays, if the unit member was in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Exchange of Holidays by Board of Trustees Action

14.3.1 The Board of Trustees may, prior to July 1<sup>st</sup> of any year, specify, if so authorized in law, that schools will be maintained and unit members are required to work on any or all these holidays; Admission Day, November 11<sup>th</sup>, February 12<sup>th</sup>, Third Monday in February and/or the last Monday in May.

14.3.2 If the Board of Trustees lawfully takes such an action it shall designate another day, during the same school year, as a holiday for unit members in lieu of the regular, normal holiday.

14.3.3 If the Board of Trustees fails to comply with Section 14.3.2 above, unit members who will not normally be able to establish eligibility for the "in lieu" holiday, and who are required to work on the regular holiday shall be paid, in addition to the normal pay for the holiday, at the rate of time and one-half (1-1/2) for time required to be worked.

14.4 Miscellaneous

14.4.1 Additional Holidays

Every day declared by the President or by the Governor of this State as a public fast, Thanksgiving, or holiday (except a special or limited holiday) under Education Code sections 37220 or 37221 or any day declared a holiday by the Board of Trustees under Education Code section 37222 shall be a paid holiday for unit members.

14.4.2 Pupil Excused Day

Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day.

## **ARTICLE XV VACATION**

### **15.1 Eligibility**

Every unit member in a permanent, probationary, or restricted status or a permanent unit member temporarily assigned to a provisional position shall earn vacation at the prescribed rate as part of his/her compensation. Vacation shall also be earned during any paid leave of absence. Vacation cannot be taken until completion of the probationary period of six (6) months of service with the exception of those unit members who are not required to work during the Fall (the week of Thanksgiving), Winter, and Spring Recesses.

### **15.2 Earning Rate**

15.2.1 Unit members who are employed on a monthly basis shall earn vacation for each qualifying month of service effective July 1, 1970, based on the following schedule (16-1/2 working days during a calendar month constitutes a qualifying month of service).

15.2.2 Unit members who are employed on an hourly basis and unit members who are in a paid status for less than a qualifying month in any given month shall earn vacation on a pro rata basis as their hours worked bears to eight (8) hours per day, forty (40) hours per week, weeks per month, or months to a calendar year.

15.2.2.1 Beginning with the first day of service through the completion of two (2) years of service, one (1) day of vacation for each qualifying month of service to a maximum of twelve (12) days for each fiscal year.

15.2.2.2 Beginning the first day of the month following the completion of two (2) years of service through the completion of ten (10) years of service, one and one-fourth (1 ¼) days of vacation for each qualifying month of service to a maximum of fifteen (15) days for each fiscal year.

15.2.2.3 Beginning the first day of the month following the completion of ten (10) years of service through the completion of fourteen (14) years of service, one and one-half (1 ½) days of vacation for each qualifying month of service to a maximum of eighteen (18) days for each fiscal year.

15.2.2.4 Beginning the first day of the month following the completion of fourteen (14) years of service through the completion of twenty (20) years of service, one and three-fourth (1 ¾) days of vacation for each qualifying month of service to a maximum of twenty-one (21) days for each fiscal year.

15.2.2.5 Beginning the first day of the month following the completion of twenty (20) years of service and over, two (2) days of vacation for each qualifying month of service to a maximum of twenty-four (24) days each fiscal year.

15.2.2.6 In no case will employees be paid for any accumulated vacation if six (6) months of service or the probationary period is not completed prior to separating from service with the District.

15.2.2.7 In no case will any unit member who was hired prior to July 1, 1970, have a reduction in vacation time, for the same time worked, due to the change in the vacation schedule.

15.2.3 For the purpose of this Article, when the first day of service falls between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the month, vacation shall be earned from the first (1<sup>st</sup>) day of the month. Later appointments shall be considered as effective on the first (1<sup>st</sup>) day of the following month.

### 15.3 Vacation Bonus

Employees who do not use any sick leave during the fiscal year shall receive two (2) bonus days of vacation. Employees who use one (1) sick leave day but not more than three (3) sick leave days during the fiscal year shall receive one (1) bonus day of vacation. Bonus days of vacation shall be calculated as of June 30<sup>th</sup> each year and credited to unit members as of July 1<sup>st</sup>. Bonus days of vacation shall be subject to the same carry over limitation as regular vacation days.

### 15.4 Accumulation and Carry-Over

#### 15.4.1 Vacation Accrual and Maximum Accruals

15.4.1.1 Vacation days shall only accrue over a two-year period, after which it shall be capped at two times the annual accrual amount for that unit member ("maximum accrual cap").

15.4.1.1.1 If a unit member is under his/her maximum accrual cap on June 30<sup>th</sup> of the current school year, then in the subsequent school year the employee shall continue to accrue vacation beyond his/her maximum accrual cap. As of June 30<sup>th</sup> of the following school year, if a unit member has a vacation bank at or in excess of his/her maximum accrual cap, the unit member will not be eligible to accrue vacation beginning the next July 1<sup>st</sup> until such time as the unit member has taken sufficient vacation time to reduce his/her vacation balance below his/her maximum vacation accrual cap.

15.4.1.1.2 If a unit member is at or in excess of his/her maximum accrual cap on June 30<sup>th</sup> of the current school year, then in the subsequent school year the unit member will not be eligible to accrue vacation until such time as the unit member has taken sufficient vacation time to reduce his/her vacation balance below his/her maximum vacation accrual cap.

15.4.1.3 Except as specified above, once a unit member accrues the maximum number of vacation days, no further vacation can be earned until the previously accrued vacation has been used.

- 15.4.1.4 Unit members must take at least 5 consecutive days of vacation each year and shall take their vacation at a time approved in advance by the administrator in charge. It is the unit member's responsibility to make sure that the unit member uses his/her vacation days during the school year they are accrued or the following school year.
- 15.4.2 A unit member with 36 or more days of vacation time accrued and who has completed at least 5 years of service may request payment in lieu of vacation for up to 5 days of his/her accrued vacation. This payment will be paid in the last paycheck of the fiscal year. Unit members opting to be paid accrued vacation shall provide the District a written notice no later than May 31st. The unit member must have 36 or more accrued vacation days at the time the request is submitted and may not have any vacation time scheduled or attempt to schedule any vacation time for the remainder of the school year that would reduce the unit member's accrual bank to below 36 days.
- 15.4.3 Ten month employees may use earned vacation days only during the Winter and Spring Recesses. EXCEPTION: A unit member may request use of a vacation leave outside those time periods where a unique personal situation of the unit member requires his/her use of a vacation leave. Such a request should be submitted within a reasonable period of time prior to the desired date of absence.
- 15.4.4 At the end of the regular school year, ten-month employees shall be paid for any accumulated vacation days in excess of the number of vacation days encompassed within the Winter and Spring Recesses. The applicable rate of pay shall be the unit member's rate of pay on the last day of the unit member's work year.
- 15.4.5 In years in which the District does not schedule school to be in session during the Fall (Thanksgiving week) Recess, eleven month employees may either choose to: (1) work three days prior to the start of their regularly scheduled work year; or (2) use three vacation days during the Fall (Thanksgiving) Recess.
- 15.5 Vacation Scheduling  
Vacation schedules shall be prepared by the Administration. The District will make reasonable efforts to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the Department. Vacation may be taken in half-day increments, i.e. either half- or full-day based upon the employee's regularly schedule daily work hours.
- 15.6 Vacation Pay Rate  
The rate at which vacation is paid shall be the unit member's current rate. A unit member whose vacation is earned and who began under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.

15.7 Vacation Pay Upon Termination

Upon separation from the service, except for cases listed under Article 15.6 above, a unit member shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

15.8 Illness and Bereavement While on Vacation

Any unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave or on bereavement leave if the illness or bereavement is such that had the employee been working he would have been eligible for sick or bereavement leave.

15.9 Holidays During Vacation

When a holiday falls during the scheduled vacation of the unit member the unit member shall be paid for the holiday without a charge against his/her vacation leave account.

15.10 Winter Recess/Spring Recess

Subject to the conditions set forth in Article 15.4.3, all unit members at those schools, District offices and sites that are closed during the Winter and Spring Recesses will be allowed to use earned vacation, if available, during the Winter and Spring Recesses on the days the specified schools, District offices and sites are closed. An employee whose vacation bank does not contain sufficient earned vacation days to cover the days the schools and District offices and sites will be closed during Winter Recess or Spring Recess may be advanced vacation days which the employee had not yet earned but would be entitled to earn during the remainder of the school year, if available, to use during the Winter Recess or Spring Recess.

15.11 Fall Recess

In years in which the District, in its discretion, designates all schools and District offices and sites as closed, except those it designates to remain open with a full or limited staff during the Fall (Thanksgiving) Recess, twelve month unit members at those schools, District offices and sites that are closed will be allowed to use earned vacation, if available, during the Fall Recess on the days the specified schools, District offices and sites are closed. An employee whose vacation bank does not contain sufficient earned vacation days to cover the days the schools and District offices and sites will be closed during Fall Recess may be advanced vacation days which the employee had not yet earned but would be entitled to earn during the remainder of the school year, if available, to use during the Fall Recess.



**ARTICLE XVI**  
**NON-DISCRIMINATION**

- 16.1 Neither the District nor the Union shall unlawfully discriminate against bargaining unit members on the basis of age, race, sex, color, national origin, religion or physical or mental disability in violation of applicable local, state and/or federal.
- 16.2 Neither the District nor the Union shall unlawfully discriminate against bargaining unit members on the basis of political opinions or affiliation or marital status.
- 16.3 Complaints regarding alleged violations of this Article may not be pursued beyond the intra-District level of the grievance procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal laws referred to in this Article.

**ARTICLE XVII**  
**LAYOFF AND REEMPLOYMENT PROCEDURES**

- 17.1 The Board of Trustees may lay off and may reemploy classified employees only in accordance with procedures provided by Education Code sections 45298 and 45308 and in accordance with the rules and regulations specified by the Personnel Commission, Compton Unified School District.
- 17.2 Order of Layoff and Reemployment: Length of Service
- 17.2.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. In the event of a tie, the tie shall be broken by lot. Reemployment shall be in the reverse order of layoff.
- 17.2.2 For purpose of this Article and pursuant to Education Code section 45308, "length of service" shall be determined by hire date. For purposes of this Article, "hire date" means the date upon which the unit member first rendered paid service in a probationary position in a class.
- 17.2.3 "Length of service" credit will be granted for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care and medical leave, study leave under Article 13.17, or unpaid industrial accident leave. For military leave of absence, "length of service" credit shall be granted pursuant to Educational Code section 45297. Length of service credit shall not be accrued for time a unit member is on any other unpaid leave of absence. Appropriate adjustments as set forth in this Section shall be made to a unit member's hire date for purposes of calculating length of service credit.
- 17.2.4 In accordance with Education Code section 45309, a permanent classified employee of the District who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the Board of Trustees, within thirty-nine (39) months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited term employee in a related lower class or- lower class in which the employee formerly had permanent status. If the Board of Trustees elects to reinstate or reemploy the unit member pursuant to Education Code section 45309 and this Section, it shall disregard the break in service of the unit member and classify him/her as and restore to him/her all the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.
- 17.2.5 The following shall constitute a break in service:
- 17.2.5.1 A unit member's resignation from the District, other than as provided in Section 17.2.4 hereinabove;
- 17.2.5.2 A unit member's dismissal from the District for cause; or
- 17.2.5.3 A unit member's layoff or placement on the medical reemployment list for a period longer than thirty-nine (39) consecutive months.

If an employee is reemployed by the District following a break in service, his/her hire date shall be the date upon which he/she first renders paid service in a probationary position following said break in service.

17.3 Reemployment and Promotion Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

17.3.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

17.3.2 Employees who, in lieu of layoff, take voluntary demotions, or voluntary reduction in assigned time to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

17.3.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employees, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

17.4 Layoff: Reinstatement from Service Retirement

Notwithstanding any other provision of law, any person who was subject to being or was, in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

17.5 The provisions of this Article are expressly excluded from the grievance procedure set forth in Article VI – Grievance Procedure of this Agreement.

**ARTICLE XVIII**  
**SAVINGS PROVISION**

- 18.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provision shall be severed from the remaining provisions of this Agreement and shall be deemed null and void to the extent required by the court. Other provisions of this Agreement will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement and in the event the Article or Section may legally be replaced, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XIX**  
**SUPPORT OF AGREEMENT**

The District and the Union agree that it is to their mutual benefit to encourage resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, unless the appearance is by mutual agreement of the District and the Union.

**ARTICLE XX**  
**COMPLETION OF MEETING AND NEGOTIATIONS**

The Union and the District knowingly and voluntarily, expressly waive and relinquish the right to meet and negotiate during the life of this Agreement over any matter within the scope of representation except as provided in Articles 22.2 and 22.3. No exception shall be granted on the basis that the subject to be addressed in additional negotiations is not covered by this Agreement or was not within the knowledge or contemplation of either party during negotiations for this Agreement.

**ARTICLE XXI**  
**CONCERTED ACTIVITIES**

- 21.1 It is agreed and understood that there will be no strike, sympathy strike, job action, work stoppage, slow-down, picketing which is unprotected by the First Amendment of the United States Constitution, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 21.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 21.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or the Union.

**ARTICLE XXII**  
**TERM OF AGREEMENT**

- 22.1 The term of the Agreement shall be from July 1, 2019 through June 30, 2022.
- 22.2 Reopeners
- 22.2.1 For the 2020-21 school year, the parties agree to reopen Article VII (Wages and Salary), Article VIII (Health and Welfare Benefits), and up to two non-economic issues selected by each party.
- 22.2.2 For the 2021-22 school year, the parties agree to reopen Article VII (Wages and Salary), Article VIII (Health and Welfare Benefits), and up to two non-economic issues selected by each party.
- 22.2.3 The parties acknowledge and agree that the agreement to create a successor collective bargaining agreement is predicated upon the State school finance system remaining as prescribed in current law. If the State alters the basic funding mechanisms for public education, then the parties shall be able to, upon request of either party, reopen the Agreement.
- 22.2.4 The parties agree to complete their sunshine obligations as set out in Government Code section 3547 for such reopeners no later than March 15th of each respective year of the parties' Agreement. A party's failure to submit its sunshine proposal for such reopeners by March 15th for each respective year of the parties' Agreement shall constitute a waiver of that party's right to submit proposals for that negotiation cycle.
- 22.3 If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party in writing, not later than March 1st of the year in which the Agreement expires.



**ARTICLE XXIII  
ORGANIZATIONAL SECURITY**

**23.1    Certification Of Union Members**

23.1.1    By the first Tuesday, following the Labor Day holiday of each school year, the Union shall provide an initial certified list of all individuals – including first and last name – employed in Union represented positions who have authorized dues to be withheld from their pay warrants by the District. On a monthly basis – no later than the 20<sup>th</sup> of each month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday) – the Union shall certify, when applicable: the first and last name of each unit member who, since the Union provided the prior month's certified list, has revoked his/her written authorization or who has provided written authorization for dues deductions to be taken from his/her pay warrant, including the effective date of such authorization/revocation.

When providing the above information, the Union will provide the information to the District's Payroll Manager or designee (with a copy to the Director of Human Resources).

23.1.2    The Union shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request that the written authorization be provided to it.

**23.1.3    Processing Of Certified Authorizations and Revocations**

23.1.3.1    As long as the District receives the information set out in Section 23.1.1 by the 20th of the month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday), it will process the deduction authorization(s) or revocation(s) as part of the regular payroll cycle for the applicable unit member's pay warrant issued on or about the 10th of the following month.

23.1.3.2    If the District does not receive the information set out in Section 23.1.1 by the 20th of the month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday), then the District will process the deduction authorization(s) or revocation(s) as part of the normal payroll cycle for the applicable unit member's pay warrant issued on or about the 10th of the second following month, e.g. if the information is received on October 22nd, then the deduction or revocation will be processed in the pay warrant issued on or about December 10th. In such cases, the District will utilize the most recently certified list for the purposes of taking dues for that respective month and the Union may not compel the District nor shall the District be obligated at any time to deduct such dues for any employee not identified on the list for that respective month.

23.2 Dues Deductions.

23.2.1 Pursuant to the written certified list of employees in Union represented positions who have authorized the deduction of dues from the unit member's pay warrant, the District shall deduct in accordance with the Union dues fee schedule dues from the wages of such employees. Pursuant to such certified list, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of each unit member each month for ten (10) months. Deductions for unit members for who appear on the certified list in Article 23.1 after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

23.3 Remittance of Dues to the Union by the District. With respect to all sums deducted by the District, the District agrees promptly within thirty (30) days of the deduction to remit such monies to the Union accompanied by an alphabetical list of unit members for whom deductions have been made, and indicating any changes in personnel from the list previously furnished.

23.4 Provision of Information. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this Article.

23.5 No unit member shall commence, maintain, or prosecute any action, or otherwise assert any claim whatsoever against the District, its Board of Trustees, its officers, employees, or agents, individually or collectively, in their official or individual capacities, for damages or loss of any kind, nature, or amount whatsoever, based on, arising out of, or in connection with the provisions contained herein.

23.6 Hold Harmless and Indemnification. The Union shall indemnify, defend and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection with this Article of the Agreement, including, but not limited to, the District's dues deductions made in reliance on the Union's certified list provided to the District pursuant to Article 23.1.

23.7 This Article is not subject to the grievance-arbitration provisions of the Agreement.

**ARTICLE XXIV**  
**JOINT LABOR MANAGEMENT COMMITTEE**

After the full ratification of the parties' initial collective bargaining agreement, the Union and District agree to establish a Labor Management Committee to discuss and address issues regarding the terms and conditions of employment with the District; however, the Committee shall not be empowered to agendize or discuss issues relating to wages (exclusive of payroll process related issues) and health and welfare benefits. The Committee shall be advisory in nature and shall not be binding on any of the parties.

One representative from Human Resources or his/her designee and one Union Business Representative may attend as ex-officio members of the Committee as well as to facilitate and co-chair meetings. The Committee will be comprised of three representatives from the District and three Teamsters representatives. The Committee will meet no more than four times per school year basis on a mutually agreed upon date and time, unless the parties mutually agree to additional meetings. The parties will endeavor to schedule the meetings to take place during bargaining unit employees' work hours. The meeting length shall not exceed one hour unless mutually agreed to otherwise. As long as the Committee meetings takes place during a Committee member's work hours, he/she will receive paid release time for attending such meetings. Employees will not receive paid release time for attending such meetings that take place outside of the employee's work hours or for work performed as a member of the Committee. Specific agenda items shall be provided and agreed upon by the Union and District representatives to each other five (5) calendar days prior to the scheduled meeting.

## RATIFICATION

This Agreement was ratified by the Union and by the Board of Trustees of the District.

Date: _____	_____ Rickey L. Ivey
Date: <u>4-24-20</u>	_____ Gabriela Torres
Date: <u>4-23-20</u>	_____ Detri McCulley
Date: <u>5/13/20</u>	_____ Gregorio Daniel
Date: <u>4-24-20</u>	_____ Ray Whitmer
Date: <u>4-24-20</u>	_____ Dushone Brown
Date: <u>5/13/20</u>	_____ Cristian Leiva
Date: <u>12-17-2020</u>	_____ Darin Brawley, Ed.D., Superintendent

**Operations Support Service Employees**

**Unit A**

1. Cafeteria Van Driver/Worker
2. Cafeteria Worker 1
3. Carpenter
4. Computer Lab Coordinator
5. Cook
6. Electrician
7. Electronic Technician I
8. Equipment Service Worker
9. Expeditor
10. Glazier
11. Grounds Equipment Operator
12. Grounds Worker I
13. Grounds Worker II
14. Heavy Equipment Mechanic
15. HVAC Assistant
16. HVAC Mechanic
17. Irrigation System Technician
18. Lead Asset Inventory Specialist
19. Lead Warehouse Worker
20. Locker Room Attendant
21. Locksmith
22. Mail Service Assistant
23. Maintenance Worker I
24. Maintenance Worker II
25. Painter
26. Plant Worker
27. Plumber
28. Program Production Technician
29. Refrigeration Technician
30. Reprographic Technician
31. School Bus Transportation Scheduler
32. Storekeeper
33. Stores Clerk II
34. Stores Delivery Clerk I
35. Stores Delivery Clerk II
36. Telephone Technician
37. Utility Driver
38. Video Production Technician
39. Warehouse Worker
40. Welder

**Office Technical Business Service Employees**

**Unit C**

1. Account Clerk
2. Accounting Assistant
3. Accounting Specialist
4. Accounting Technician
5. Administrative Specialist
6. Administrative Technician
7. Assets Inventory Specialist
8. Attendance Accounting Clerk
9. Attendance Clerk
10. Budget Assistant
11. Budget Specialist
12. Budget Technician
13. Buyer
14. Clerk Typist II
15. Clerk Typist II/ Bilingual
16. Clerk Typist III
17. Clerk Typist III/ Bilingual
18. Credential Technician
19. Data and Assessment Specialist
20. Data Entry Operator
21. Employee Relations Technician
22. Examination Specialist
23. Guidance Information Specialist
24. Health Service Clerk
25. Health Technician
26. Intermediate Personal Clerk
27. ITD Help Desk Technician
28. Library Aide Clerk
29. Library Media Clerk
30. License Behavior Therapist
31. License Family Therapist
32. NSOC Registration Assistant
33. Office Specialist
34. Payroll Assistant
35. Payroll Technician
36. Personnel Clerk
37. Personnel Technician
38. Purchasing Clerk
39. Records Assistant
40. Records Clerk
41. Return- to- Work Benefits Technician
42. School Police Dispatcher/ Bilingual
43. School Secretary I
44. School Secretary I / Bilingual
45. School Secretary II
46. School Secretary II/ Bilingual
47. School Secretary III

- 48. School Secretary III/ Bilingual
- 49. Secretary
- 50. Secretary (Non-Steno)
- 51. Senior Credential Technician
- 53. Senior Secretary
- 54. Senior Secretary (Non-Steno)
- 55. Senior Social Case Worker
- 56. Social Case Worker
- 57. Social Worker/ Delin Prev
- 58. Special Education Career Technician
- 59. Special Education Enrollment Specialist
- 60. Sub Desk Technician
- 61. Systems Specialist Communications
- 62. Telephone Operator/ Receptionist
- 63. Textbook Information Specialist
- 64. Textbook Inventory Assistant
- 65. Workers Compensation Benefits Technician

Unit D

1. Campus Security Assistant



COMPTON UNIFIED SCHOOL DISTRICT  
Classified Salary Schedule - 8  
2019/2020



*The following Unit Shall Be Granted Longevity Stipends  
According to the Salary Schedules Listed:*

2.75% Salary Increase  
Effective Date: 07/01/18  
Board Action Date: 03/27/19

Range	Title/Job Class #	Payment	Step 1	Step 2	Step 3	Step 4	Step 5
11	Campus Security Assistant (505)	Monthly Hourly	\$ 2,386.00 \$ 13.76	\$ 2,517.00 \$ 14.52	\$ 2,664.00 \$ 15.37	\$ 2,822.00 \$ 16.28	\$ 2,985.00 \$ 17.22

*Represented by Teamsters Local 911  
Revised 04/03/19*



# APPENDIX B



## COMPTON UNIFIED SCHOOL DISTRICT Classified Salary Schedule - W 2019/2020



2% Salary Increase  
Effective Date: 01/01/20  
Board Action Date: 01/21/20

Range	Title/Job Class #	Payment	Step 1	Step 2	Step 3	Step 4	Step 5
7	Cafeteria Worker I (048); Cafeteria Worker-Sub (049)	Monthly Hourly	\$2,254.00 \$ 13.00	\$ 2,366.00 \$ 13.65	\$ 2,484.00 \$ 14.33	\$ 2,609.00 \$ 15.05	\$ 2,739.00 \$ 15.80
8	Cafeteria Van Driver/Worker (528); Clerk Typist II (067); Clerk Typist II/ Bilingual-Spanish (084); Family Engagement Assistant (952); Temporary Office Worker (694)	Monthly Hourly	\$ 2,254.00 \$ 13.00	\$ 2,366.00 \$ 13.65	\$ 2,484.00 \$ 14.33	\$ 2,609.00 \$ 15.05	\$ 2,739.00 \$ 15.80
9	Attendant Locker Room (035); Library Aide Clerk (349); Personnel Commission Receptionist (925)	Monthly Hourly	\$ 2,264.00 \$ 13.06	\$ 2,375.00 \$ 13.70	\$ 2,494.00 \$ 14.39	\$ 2,621.00 \$ 15.12	\$ 2,749.00 \$ 15.86
10	Attendance Clerk (031); Attendance Clerk - Sub (604); Clerk Typist III (071); Clerk Typist III/Bilingual-Spanish (072); Cook (592); Data Entry Operator (717); Expeditor (148); Mail Service Assistant (764); NSOC Registration Assistant (789); School Secretary I (273); School Secretary I/Bilingual-Spanish (633); Telephone Operator/Receptionist (457)	Monthly Hourly	\$ 2,375.00 \$ 13.70	\$ 2,494.00 \$ 14.39	\$ 2,621.00 \$ 15.12	\$ 2,749.00 \$ 15.86	\$ 2,888.00 \$ 16.66
11	Textbook Inventory Assistant (785)	Monthly Hourly	\$ 2,494.00 \$ 14.39	\$ 2,621.00 \$ 15.12	\$ 2,749.00 \$ 15.86	\$ 2,888.00 \$ 16.66	\$ 3,033.00 \$ 17.50
12	Guidance Info. Specialist (619); Maintenance Worker I (199); Personnel Clerk (220); Records Clerk (258); School Secretary II (274); School Secretary II/Bilingual - Spanish (634); Secretary (N/S) (279)	Monthly Hourly	\$ 2,621.00 \$ 15.12	\$ 2,749.00 \$ 15.86	\$ 2,888.00 \$ 16.66	\$ 3,033.00 \$ 17.50	\$ 3,184.00 \$ 18.37
13	Attendance Account Clerk (033); Office Specialist (513)	Monthly Hourly	\$ 2,749.00 \$ 15.86	\$ 2,888.00 \$ 16.66	\$ 3,033.00 \$ 17.50	\$ 3,184.00 \$ 18.37	\$ 3,345.00 \$ 19.30
14	Accounting Assistant (516); Computer Lab Coordinator (086); Records Assistant (645); Senior Secretary (293); Senior Secretary (N/S) (291); School Bus Transportation Scheduler (289); School Secretary III (275); School Secretary III/Bilingual - Spanish (635)	Monthly Hourly	\$ 2,888.00 \$ 16.66	\$ 3,033.00 \$ 17.50	\$ 3,184.00 \$ 18.37	\$ 3,345.00 \$ 19.30	\$ 3,512.00 \$ 20.26
15	Account Clerk (002); Asset Inventory Specialist (537); Equipment Service Worker (145); Warehouse Worker (768)	Monthly Hourly	\$ 3,033.00 \$ 17.50	\$ 3,184.00 \$ 18.37	\$ 3,345.00 \$ 19.30	\$ 3,512.00 \$ 20.26	\$ 3,687.00 \$ 21.27

Represented by Teamsters Local 911



**COMPTON UNIFIED SCHOOL DISTRICT**  
**Classified Salary Schedule - W**  
**2019/2020**



2% Salary Increase  
Effective Date: 01/01/20  
Board Action Date: 01/21/20

Range	Title/Job Class #	Payment	Step 1	Step 2	Step 3	Step 4	Step 5
16	Accounting Specialist (517); Administrative Specialist (937); Examination Specialist (895); Early Childhood Education Family Intake Specialist- Bilingual (998); Intermediate Personnel Clerk (192); Maintenance Worker II (200); Payroll Specialist (524); Personnel Specialist (896); Storekeeper (306); Placement Specialist (958)	Monthly	\$ 3,184.00	\$ 3,345.00	\$ 3,512.00	\$ 3,687.00	\$ 3,871.00
		Hourly	\$ 18.37	\$ 19.30	\$ 20.26	\$ 21.27	\$ 22.33
17	Budget Specialist (950); Heavy Equipment Mechanic (163); School Police Dispatcher (066); School Police Dispatcher/Bilingual-Spanish (806); Special Education Enrollment Specialist ( 784); Textbook Information Specialist (618)	Monthly	\$ 3,345.00	\$ 3,512.00	\$ 3,687.00	\$ 3,871.00	\$ 4,065.00
		Hourly	\$ 19.30	\$ 20.26	\$ 21.27	\$ 22.33	\$ 23.45
18	Accounting Technician (518); Carpenter (060); Credential Technician (116); Data and Assessment Specialist (878); Glazier (152); HVAC Assistant (796); Irrigation Systems Technician (947); ITD Help Desk Technician (644); Lead Asset Inventory Specialist (765); Lead Warehouse Worker (766); Locksmith (198); Nutrition Educator (874); (Part-time); Painter (214); Reprographics Technician (625); Special Education Career Technician (642); Sub Desk Technician (889); Welder (357); Workers' Compensation/Benefits Technician (036)	Monthly	\$ 3,512.00	\$ 3,687.00	\$ 3,871.00	\$ 4,065.00	\$ 4,266.00
		Hourly	\$ 20.26	\$ 21.27	\$ 22.33	\$ 23.45	\$ 24.61
19	Administrative Technician (888); Buyer (041); Electrician (137); Electronic Technician I (135); Employee Relations Technician (848); Human Resources Technician (992); HVAC Mechanic (012); Personnel Technician (788); Plumber (234); Social Case Worker (284); Telephone Technician (460)	Monthly	\$ 3,687.00	\$ 3,871.00	\$ 4,065.00	\$ 4,266.00	\$ 4,481.00
		Hourly	\$ 21.27	\$ 22.33	\$ 23.45	\$ 24.61	\$ 25.85
20	Health Technician (561); Program Production Technician (434);	Monthly	\$ 3,871.00	\$ 4,065.00	\$ 4,266.00	\$ 4,481.00	\$ 4,704.00
		Hourly	\$ 22.33	\$ 23.45	\$ 24.61	\$ 25.85	\$ 27.14
21	Behavior Specialist (966); Sr. Social Case Worker (931); Speech Language Pathology Assistant (997); Speech Language Pathology Assistant - Bilingual (999)	Monthly	\$ 4,065.00	\$ 4,266.00	\$ 4,481.00	\$ 4,704.00	\$ 4,940.00
		Hourly	\$ 23.45	\$ 24.61	\$ 25.85	\$ 27.14	\$ 28.50
22	College & Career Specialist (982); Desktop Support Engineer (971); Reprographics Production Specialist (984); System Specialist- Communications (932)	Monthly	\$ 4,266.00	\$ 4,481.00	\$ 4,704.00	\$ 4,940.00	\$ 5,188.00
		Hourly	\$ 24.61	\$ 25.85	\$ 27.14	\$ 28.50	\$ 29.93

Represented by Teamsters Local 911



**COMPTON UNIFIED SCHOOL DISTRICT**  
**Classified Salary Schedule - W**  
**2019/2020**



2% Salary Increase  
 Effective Date: 01/01/20  
 Board Action Date: 01/21/20

Range	Title/Job Class #	Payment	Step 1	Step 2	Step 3	Step 4	Step 5
105	Grounds Worker I (154); Plant Worker (228); Plant Worker-Sub (589); Plant Worker - Retiree - Sub (232)	Monthly Hourly	\$ 2,437.00 \$ 14.06	\$ 2,558.00 \$ 14.76	\$ 2,683.00 \$ 15.48	\$ 2,820.00 \$ 16.27	\$ 2,961.00 \$ 17.08
125	Grounds Equipment Operator (153); Grounds Worker II (155)	Monthly Hourly	\$ 2,683.00 \$ 15.48	\$ 2,820.00 \$ 16.27	\$ 2,962.00 \$ 17.09	\$ 3,108.00 \$ 17.93	\$ 3,264.00 \$ 18.83
185	Licensed Behavior Therapist (927); Licensed Family Therapist (928)	Monthly Hourly	\$ 6,148.00 \$ 35.47	\$ 6,455.00 \$ 37.24	\$ 6,777.00 \$ 39.10	\$ 7,115.00 \$ 41.05	\$ 7,472.00 \$ 43.11

## APPENDIX C

### APPENDIX C

**LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY CLAIM FORM (Policies DPA & DPB)**  
**COMPTON UNIFIED SCHOOL DISTRICT**  
Form F 569

Name \_\_\_\_\_ Classification \_\_\_\_\_  
School/Work Site \_\_\_\_\_ Date of Report \_\_\_\_\_  
Date of Occurrence \_\_\_\_\_ Type of Equipment/Personal Property/Vehicle \_\_\_\_\_

Complete Description of Equipment/Personal Property/Vehicle \_\_\_\_\_

Current Cash Value (please attach estimate) \_\_\_\_\_ Description of Circumstances  
Surrounding the Theft/Destruction/Damage \_\_\_\_\_

Written Approval to Use Personal Property/Vehicle in the line of duty given by \_\_\_\_\_  
\_\_\_\_\_ (please attach a copy of the written approval).

I certify that the above is a true account of the circumstances causing this loss and that I have read the Board Policies regarding such losses.

\_\_\_\_\_  
SIGNATURE OF CLAIMANT

\_\_\_\_\_  
SIGNATURE OF SUPERVISOR APPROVING CLAIM AS WITHIN BOARD POLICY

-----DO NOT WRITE BELOW-----

Disposition: \_\_\_\_\_

Approved for Payment by \_\_\_\_\_ Date \_\_\_\_\_

Approved by Board \_\_\_\_\_  
REPORT NUMBER \_\_\_\_\_

Instructions For Submissions  
Prepare in Triplicate  
White - Associate Superintendent - Business  
Yellow - Principal/Department Head  
Pink - Claimant

AFT

**POLICY DPA - REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE  
OF PERSONAL PROPERTY**

The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item having a value of less than \$5 at the time of damage, nor shall any payment be made for repairs of less than \$5.

Reimbursement shall not exceed \$100 nor less than \$5 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and value of the property was agreed upon by the person or persons bringing the property and the school administrator or person appointed by him/her for this purpose at the time the approval for its use was given.

Legal Reference: Education Code section 1019.5  
Adopted: March 12, 1974

Effective: December 21, 1973

**POLICY DPB - PROTECTION OF EMPLOYEE'S PROPERTY**

The District shall at its discretion pay the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when any such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding \$10, but not in excess of \$100. Collision, theft of a vehicle or contents, and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

Prior approval shall be obtained from the school administrator or the person appointed by him/her for this purpose, for the use of personal vehicles in line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage, to include limits of coverage, the insurance carrier and the condition of the vehicle.

In the event the employee is paid the costs of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property, in accordance with Education Code section 817.

Legal Reference: Education Code section 817  
Adopted: March 12, 1974  
Effective: December 21, 1973



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



## APPENDIX E

### APPENDIX E

#### TEAMSTERS LOCAL 911 SHOP STEWARD APPLICATION FOR RELEASE TIME

In accordance with Article 5.9.3, Shop Stewards shall complete and turn in this form prior to taking release time for purposes such as investigating grievances or gathering information. The of such release time must be approved in advance by the Shop Steward's Supervisor prior to the Shop Steward taking the release time.

\_\_\_\_\_  
Name Of Shop Steward

\_\_\_\_\_  
Department of Shop Steward

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date and Time of Requested Release Time

\_\_\_\_\_  
Amount Of Time Being Requested

\_\_\_\_\_  
Purpose of Release Time

After completing the above information, please sign and date the form below and submit it to your Supervisor for approval.

I understand that if the release time request is approved, I shall not consult with another unit member during duty hours unless I have obtained prior approval from the unit member's supervisor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shop Steward Signature

---

#### For Supervisor's Use Only

☐ The request for release time is granted. The Shop Steward shall be released from \_\_\_\_\_ through \_\_\_\_\_ on \_\_\_\_\_.

☐ The request for release time is denied.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Printed Name

\_\_\_\_\_  
Supervisor Signature