

**Classified Supervisors Association**

**Collective Bargaining Agreement**

**Between**



**Sacramento City Unified  
School District Classified Supervisors**

**(CSA)**

**ion**

**Effective:**

**July 1, 2002 through June 30, 2011**

**ARTICLE 1 – ASSOCIATION CERTIFICATION AND RECOGNITION**

**1.1 ASSOCIATION CERTIFICATION**

1.1.1 The California Public Employment Relations Board has certified the Classified Supervisors Association, as the sole and exclusive bargaining representative for the supervisorial classified non-management employees in the following bargaining unit:

1.1.2 The Operational Support Supervisors Unit

The Operational Support Services Unit includes the following job classes:

- 1.1.2.1 Assistant Operations Supervisor
- 1.1.2.2 Cafeteria Manager I, II, III
- 1.1.2.3 Foreman, Asbestos Repair
- 1.1.2.4 Foreman, Carpenter
- 1.1.2.5 Foreman, Electrician
- 1.1.2.6 Foreman, Electronics Technician
- 1.1.2.7 Foreman, Glazier
- 1.1.2.8 Foreman, Laborer/Gardener
- 1.1.2.9 Foreman, Painter
- 1.1.2.10 Foreman, Plumber
- 1.1.2.11 Foreman, Roofer
- 1.1.2.12 Manager I, Catering
- 1.1.2.13 Supervisor, Warehouse
- 1.1.2.14 Transportation Fleet Supervisor
- 1.1.2.15 Transportation Operations Supervisor
- 1.1.2.16 Transportation Training/Safety Supervisor

**1.2 ASSOCIATION RECOGNITION**

Therefore, the District recognizes the Classified Supervisors Association, as the sole and exclusive bargaining representative for the bargaining unit listed in Section 1.1.2 above.

**1.3 EXCLUSIONS**

1.3.1 Employees in the above classifications who are serving in substitute or temporary capacity are excluded from the bargaining unit.

1.3.1.1 All management, non-supervisorial, confidential, and all other

classified supervisorial employees.

**1.4 NEGOTIATIONS ONLY WITH ASSOCIATION**

The District agrees not to meet and negotiate with any classified supervisorial employee organization other than the Classified Supervisors Association, for the duration of this Agreement. Furthermore, the District agrees not to negotiate with any classified supervisorial employee individually during the duration of the Agreement on matters within the scope of negotiations as specified in the Educational Employment Relations Act (Government Code §§3540 et seq.).

**1.5 BOARD RECOGNITION**

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

**1.6 ASSOCIATION REPRESENTATION OF BARGAINING UNIT EMPLOYEES**

The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than classified supervisorial employees in the bargaining unit.

**1.7 NEW JOB CLASSIFICATIONS**

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

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

**1.8****REORGANIZATION OF UNIT WORK**

The District agrees to notify the Association regarding any proposed reorganization of bargaining unit work. The District further agrees to meet and negotiate in a timely manner those aspects of the reorganization that falls within the scope of bargaining.

## **ARTICLE 2--DEFINITION OF TERMS**

- 2.1            "The Rodda Act" or "The Act" or SB 160 means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- 2.2            "Regular Employee" means an employee who has probationary or permanent status.
- 2.3            "Probationary Employee" means an employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
- 2.4            "Permanent Employee" means an employee who has completed a probationary period in a regular position in the classified service, and who is employed for an unlimited period of time, subject to District policies.
- 2.5            "Long-Term Temporary Employee" means any person who is employed to perform a service for the District for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, Board-granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time.
- 2.6            "Short-Term Temporary Employee" means any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- 2.7            "Short-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of less than six (6) months.
- 2.8            "Long-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, Board-granted holidays, and earned vacation.
- 2.9            "Limited-Term Assignment (LTA)" means a permanent employee



2.20

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

## **ARTICLE 3 - ASSOCIATION RIGHTS**

### **3.1 PRINTING AGREEMENT**

- 3.1.1 The District and the Association agree to have this Agreement printed after it has been ratified by both parties.
- 3.1.2 The cost of printing shall be shared by the parties.
- 3.1.3 The Association shall be responsible for providing copies of the Agreement to all present and new employees in the bargaining unit.

### **3.2 ASSOCIATION STEWARDS**

- 3.2.1 The Association will be permitted to maintain Association stewards for the following purposes:
  - 3.2.1.1 To advise employees concerning the grievance procedure.
  - 3.2.1.2



Association and the District during the life of this Agreement.

3.4.3 Lists of Stewards and Posting

The Association shall annually submit to the District a list containing the names of Association stewards. Such lists will be kept current. The Association will post the names of the shop stewards at the administrative sites.

**3.5 ASSOCIATION STAFF ACCESS**

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

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

3.5.1.2 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the appropriate unit administrator.

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

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

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

**3.6 RELEASED TIME FOR EMPLOYEES**

3.6.1 The Association shall be allowed released time for up to five (5) bargaining unit employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. When such employees attend negotiating sessions with the District

and miss regularly scheduled working hours, the employee shall suffer no loss of pay.

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

### **3.7 ASSOCIATION REQUESTS FOR INFORMATION**

The District agrees to provide to the Association, upon request, a complete list of the names, job titles, work sites, work phone numbers, and mailing addresses of all bargaining unit employees. The names of new employees shall be provided to the Association within thirty (30) calendar days.

### **3.8 NONDISCRIMINATION**

- 3.8.1 No unit member shall unlawfully be discriminated against by the District or the Association because of race, creed, color, nation origin, sex, age, marital status, sexual orientation, physical handicap, Association activity, or the lack thereof.
- 3.8.2 Neither the Association nor any other agent, representative, or member shall intimidate or coerce any employee, supervisor, or member of management.
- 3.8.3 The District agrees that there shall be no reprisal of any employee because of Association activity or the lack thereof.
- 3.8.4 No bargaining unit member shall be subject to sexual harassment as defined in District policy.
- 3.8.5 Management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

### **3.9 ASSOCIATION MANAGEMENT COMMITTEE**

Upon mutual agreement, the parties may agree to meet on a monthly or quarterly basis for the purpose of resolving items of

mutual concerns which affect bargaining unit members.

**3.10 ASSOCIATION/MANAGEMENT COMMITTEES**

Whenever a District wide committee, task force, hot team, and/or any other fact finding or fact gathering group invites participation of bargaining unit members, the Association shall be contacted in advance of the committees formation and shall be allowed a reasonable period of time, not to exceed ten (10) working days, to appoint bargaining unit members of its choosing to the committee. If the Association fails to appoint bargaining unit members of its choosing within a reasonable period of time, not to exceed (10) working days, the District shall be allowed to seek voluntary bargaining unit members of its choosing. Unless otherwise mutually agreed to between the parties, a bargaining unit member shall not serve on more than two (2) committees, task forces, hot teams, etc., at any one time.

**ARTICLE 4 - DISTRICT RIGHTS**

**4.1            D**

**ARTICLE 5 - ASSOCIATION SECURITY**

**5.1 DUES AUTHORIZATION**

Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Association dues.

**5.2 5.2**

Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association

payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

- 5.5.3 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 5.5.2 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.5. During any such legal proceedings Section 5.7 (*Hold Harmless*) shall be fully applicable.

**5.6 GENERAL DUTIES**

- 5.6.1 With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

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

- 5.6.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

**5.7 HOLD District to fulfill tye u dete dair implye u fulfas Tny information ne**

the District's implementation thereof.



## **ARTICLE 6 – COMPENSATION**

### **6 SALARIES**

6.1 All salary schedules shall be increased by 3.4% effective March 1, 1999 and 3.05% effective July 1, 1999 in accordance with the Tentative Agreements attached as Exhibits "B" and "C" which are incorporated by reference herein.

### **6.2 SALARY SCHEDULE EXHIBITS**

6.2.1 Salary schedules for the Operations Support Supervisors Unit and the procedures for placement and movement on the schedules shall be added as Appendix "A" and become a part of this Contract.

### **6.3 LONGEVITY PAY**

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

Effective July 1, 1999, after completion of 10 years of service, \$52.33 per month or \$628.00 per year. After completion of 16 years of service, \$52.33 per month or \$628.00 per year. After completion of 19 years of service, \$52.33 per month or \$628.00 per year. After completion of 22 years of service, \$52.33 per month or \$628.00 per year. After completion of 25 years of service, \$52.33 per month or \$628.00 per year.

### **6.4 COMPENSATION FOR HOLIDAYS WORKED**

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 6.2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1\_1/2) for each hour he/she works on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their

regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

**6.5 SHIFT DIFFERENTIAL**

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

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

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

**6.6 WORKING OUT-OF-CLASS PAY**

6.6.1 Employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for his/her classification as provided in this section.

6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for his/her classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

- a. If the duties are consistent with those of an existing higher classification, the employee's pay shall be adjusted upward to that step in the pay range established for the higher classification which provides at least a five percent (5%) increase;
- b. If the duties are not consistent with any existing classification, the employee's pay shall be increased by five

percent (5%).

**6.7 LEGAL PROCEEDINGS IN REGARD TO DISTRICT BUSINESS**

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

**6.9 CALL BACK PAY**

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

6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four

6.10.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve

Business Services, for consideration.

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

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

**6.13 LOST CHECKS**

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

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

## **ARTICLE 7 – FRINGE BENEFITS**

### **7.1 MEDICAL COVERAGE**

7.1.1 Eligible employees may choose to enroll in one (1) of the medical programs offered by CalPERS effective \_\_\_\_\_, 2000. Association and the District agree to be bound by the rules and regulations governing the CalPERS program, notwithstanding anything in this Contract between the parties to the contrary.

#### **7.1.1.1 For Active Employees**

All bargaining unit employees employed at the date of ratification of this Agreement shall have their flex-benefit stipend increased to \$5,456 effective July 1, 1998. All bargaining unit members employed at the date of ratification of this Agreement shall receive a \$531 one time retroactive check. Effective July 1, 1999, all bargaining unit members employed by the District at the time this Agreement is ratified by the Board shall have their flex-benefit stipend increased to \$6,106.

#### **7.1.1.2 For Retired Employees**

All current and prospective eligible retirees shall also become members of CalPERS for the provision of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with Section 7.9. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover costs of eligible benefits less than \$16.

#### **7.1.1.3 Open Enrollment/"Switching"**

7.1.1.3.1 There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend his/her carrier and/or dependency status in accordance with CalPERS.

7.1.1.3.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled

by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

**7.2 EMPLOYEE ASSISTANCE PROGRAM**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Association at least thirty (30) days notice before said change or cancellation.

### 7.3

#### **RETIREES' BENEFITS**

##### 7.3.1

Employees with more than ten (10) years of consecutive District service as of November 15, 1996 are entitled to the retiree benefits under this Section 7.3.1, provided such employee has reached fifty (50) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. For retirees meeting the qualifications of this Section 7.3.1, the District shall contribute \$16 to CalPERS for health benefits and provide to the retiree an amount equal to the Kaiser active single benefit level minus \$16 up to age sixty-five (65). At age sixty-five (65), the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the higher of the Kaiser HealthNet single Medicare Risk program minus \$16. ~~ENEFITS (Sixty~~ to these active s



## **ARTICLE 8 – HOURS**

### **8.1 WORKDAY**

#### **8.1.1 Definition**

A workday begins at 12:01 a.m. and ends at 12:00 midnight.

##### **8.1.1.1 Full-Time Employees**

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

##### **8.1.1.2 Part-Time Employees**

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

##### **8.1.1.3 Schedules**

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

##### **8.1.1.4 Additional Hours — Compensation**

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

### **8.2 ADDITIONAL HOURS**

Part-time bargaining unit employees shall be granted additional hours which become available within a school or administrative unit if they are incumbents in the classification represented by the additional hours provided their last evaluation on file is average or above average. If the part-time employee has no evaluation on file then the employee shall be treated as if his/her evaluation was average for purposes of this section. If there is more than one eligible part-time employee at the school or administrative unit, then the extra hours shall be assigned to the most senior employee using date of hire in the classification. Any employee who is assigned for less than four hours will be considered only if the school or site has budgeted specific funds for a four-hour, or more,

employee.

8.2.1 If there is more than one eligible part-time employee, the site administrator shall give written notice to each eligible part-time employees at school or administrative unit where the additional temporary or permanent hours are available. Notice shall be mailed to each absent employee.

8.2.2 The notice shall state the procedure for requesting the additional hours which shall include each interested part-time employee submitting a written request within five (5) working days of the notice indicating his/her intent to be considered for the additional hours. If no eligible employee provides a timely written request for the additional hours the District may fill the additional hours in accordance with the provisions of this Agreement.

### **8.3 WORKWEEK**

#### 8.3.1 Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday.

#### 8.3.2 Basic Workweek

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

### **8.4 OVERTIME**

#### 8.4.1 Definition

##### 8.4.1.1 Full-Time Employee

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) workday or forty (40) hours in one (1) workweek.

8.4.1.2 Part-Time Employee

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

8.4.1.3 Authorization of Overtime

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

8.4.1.4 Assignment of Overtime

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

8.4.1.5 Computation of Overtime

For the purpose of computing the number of hours worked, time during which a worker is excused from work and is in a paid status because of holidays, vacation, sick l

**ARTICLE 9 – ASSIGNMEN**

**9.7 TOOLS**

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

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

9.7.3 The District will provide transportation shop personnel with an annual allowance of \$120 for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.

**9.8 PHYSICAL EXAMS**

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

**9.9 WORK SCHEDULES**

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

9.9.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks when feasible, advance written notice of a change in work schedule will be given affected employees. When a schedule change will affect a significant number of employees, the Association will be notified of the change.

9.9.3 Temporary Changes in Work Schedules for Part-Time Employees

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

**9.10 REST PERIODS**

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

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

**9.11 LUNCH PERIOD**

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

9.12 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

## **ARTICLE 10 – HOLIDAYS**

### **10.1 HOLIDAYS**

#### **10.1.1 Eligibility--Designated**

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

#### **10.1.2 Eligibility--Board-Granted Holidays**

10.2.3 Holidays Designated

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

10.2.4 Holidays--Board Granted

- a. Day after Thanksgiving Day;
- b. Winter vacation, except three and one-half (3-1/2) workdays;
- c. One and one-half (1 1/2) days during spring vacation; and
- d. Wednesday before Thanksgiving Day for all bargaining unit members who work a 12-month work year.

10.2.5 Holidays--Observance

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

**10.3 CALENDAR COMMITTEE**

10.3.1 A District wide voluntary calendar committee shall be comprised of the following individuals: (1) two District personnel; and (2) two Union representatives from the following Unions: (a) SEIU; (b) SCTA; (c) UPE; (d) Teamsters; and (e) CSA. Participation in the District wide calendar committee is voluntary only. Any Union electing not to participate in the calendar committee may exercise its right to negotiate those aspects of the District calendar which fall within the scope of bargaining as a separate process. The District does not, hereby, waive any right it may have to deny



this proposed or tentative calendar to the District wide calendar committee by March 1.

- 10.3.3.1 The District wide calendar committee shall meet at a mutually agreeable time and place to discuss the District's proposed calendar. If consensus is not achieved on any particular aspect or item of the District's proposed calendar, the status quo from the prior year will be implemented on that particular item.

**ARTICLE 11–VACATIONS**

**11.1 VACATION ALLOWANCE**

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

Years of Service	Vacation Rate Per Hour  Except Overtime	Approximate Number of Vacation Days Per Year For a Full-Time Employee			
		12 Mo.	11 Mo.	10 Mo.	9 Mo.
1 - 14	.0096	20	18	16	15
15 or more	.0105	22	20	18	16

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

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

**11.2 PAY FOR EARNED VACATION**

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

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

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to two (2) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

**11.3 COMPUTATION OF VACATION TIME**

- 11.3.1 Vacation time shall be computed on the basis of hours of paid status.
- 11.3.2 Employees assigned to a work year of less than twelve (12) working months shall be credited with a full year of service for each school year completed for computation of increased vacation benefits (i.e., moving from 1-14 years to 15+ years of service).
- 11.3.3 In determining increased vacation benefits, prior service of an employee who resigns and is re-employed within six (6) months shall be counted.
- 11.3.4 Approvals or disapprovals of vacation requests from twelve (12) month employees shall take into account work schedules, work loads, and the desires of the employee.

**11.4 VACATION SCHEDULING**

- 11.4.1 Vacations must be approved in advance by the employee's supervisor. If the vacation requests of two (2) or more employees in the same classification conflict, the decision will be made by the supervisor who will consider the needs of the District and the preference of employees. All other things being equal, the employee with greater District seniority will be given preference.
- 11.4.2 Approved requests for vacation may not be arbitrarily rescinded. If the request for vacation is denied by the supervisor, the employee may appeal the denial to the next management level whose decision shall be final.
- 11.4.3 No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.
- 11.4.4 Earned vacation is to be taken within twelve (12) months following earning except that a maximum of twelve (12) days may be

accumulated beyond that period. After the completion of five (5) years of District service, fourteen (14) days may be accumulated.

- 11.4.5 Vacation time cannot be used by employees in less than one hour increments.
- 11.4.6 Employees employed for less than twelve (12) months shall be paid for their vacation in lieu of being permitted to take vacation during the school year.
- 11.4.7 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling

**ARTICLE 12 – LEAVES**



- 12.2.8 For personal illness absence of any employee exceeding seven (7) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to the regular report to the supervisor of such illness. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.
- 12.2.9 Nothing shall prevent the Superintendent or the Assistant Superintendent, Personnel Services Office, or any member of the Superintendent's cabinet, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.
- 12.2.10 A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which he/she is entitled under 12.2.1, and 12.2.4 above. Such days of paid sick leave in addition to those allowed under 12.2.1, and 12.2.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays,

## 12.3

### SICK LEAVE FOR PERSONAL NECESSITY

#### 12.3.1

Leave of absence, with the exception of 12.3.1(g), not to exceed nine (9) days per fiscal year at the employee's election, may be used for any of the following, and prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained. Such notice shall be given in a manner mutually agreed upon between the employee and the principal or other administrator in charge.

- a. Death, accident or illness involving the employee's immediate family, other relatives or close friends; accident involving the employee's personal property, or the personal property of his/her immediate family or other relatives.
- b. Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; not less than one (1) full day of leave may be used for this purpose.
- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- d. To attend weddings, anniversaries, reunions, funerals and high school and college graduations honoring members of the employee's immediate family.
- e. To attend to legal or business matters necessary for the well-being of the employee or a member of his/her immediate family.
- f. To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the District which cannot be scheduled during off-duty hours. (In such cases, the employee shall attach to his/her Employee Absence Report satisfactory written evidence of the requirement.)
- g. Employees may use up to one-half day of any yearly sick leave accrual excepting half-day leave for the purpose of attending to a child, parent, or spouse who is ill. Leave for this purpose may not be taken until it has actually accrued. For purposes of this Section only, a "child" is defined as a biological, foster, or adopted child, a stepchild, or a legal ward. A "parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian. A "spouse" is a legal spouse as defined by the laws of California.



- 12.3.2 Sick leave for personal necessity may not be used for any of the following:
- a. attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience;
  - b. religious observances;
  - c. the extension of holidays or vacation periods;
  - d. accompanying a spouse on a trip when such travel is not otherwise authorized by these regulations;
  - e. seeking or engaging in remunerative employment;
  - f. engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.

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

## **12.4 MEDICAL LEAVE**

12.4.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of 18 months.

12.4.2 An employee, upon ability to resume the duties of a position within the class to which he was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He shall be restored to a position within the class to which he was assigned and, and if at all possible, to his position with all the rights and benefits consistent with the provisions of this Agreement.

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

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

**12.5 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

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

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

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

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

12.5.5 Upon termination of such leave of absence, the employee shall be entitled to regular sick leave benefits, provided that if temporary disability indeme leave bs1f Tw73Tg13.5dO



**12.7 IMMIDENT DEATH LEAVE**

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

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

**12.8 BEREAVEMENT LEAVE**

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

**12.9 JURY DUTY LEAVE**

12.9.1 Any employee shall be granted the necessary time off when required for jury duty. An employee absent for jury duty will ~~EAN/EIj~~ 75.7sued vis

**12.10 SUBPOENA LEAVE**

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

**12.11 LEAVE FOR CHILDBIRTH**

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

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

**12.12 PARENTAL LEAVE**

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

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

- a. the expected date of confinement, and

b.

absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.

**12.14 NATURAL DISASTER**

Any employee absent from work due to a natural disaster as declared by an appropriate governmental agency shall receive leave with full pay during such absence.

**12.15 RELIGIOUS OBSERVANCES**

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

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

**12.16 DUTY WITH THE ARMED FORCES LEAVE**

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

**12.17 MILITARY LEAVE**

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

12.17.1 Duration of Leave

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

**12.18 PEACE CORPS**

An employee who has completed three (3) consecutive years of service in the District may be granted a leave of absence for Peace Corps service. The leave without pay will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service. When such leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be

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Services Office to be in the best interests of the District. Such leave shall require official documentation of the nature of the proposed project.

**12.20 EDUCATIONAL ORGANIZATION LEAVE**

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

12.20.2 A maximum of ten (10) days for the office of president.

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

**12.21 LEAVE FOR ASSOCIATION BUSINESS**

12.21.1 Upon written request by the Association, the District will grant unpaid leaves for Association business.

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

**12.22 SHORT-TERM LEAVES**

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

**12.23 SHORT-TERM PERSONAL LEAVE**

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

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

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

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

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

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

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

- a. to attend to legal matters involving the employee or his/her family;
- b. to attend to matters relating to the health or safety of the employee or his/her family;
- c. to attend meetings, conferences, or conventions of organized groups devoted to civic, educational, social or cultural improvement for which full or part pay is not provided;
- d. to be married or attend weddings of members, of the family or intimate friends;
- e. to attend ceremonies honoring members of the employee's family;

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

12.23.8

pay for group health, life and accident insurance. However, the employee may make arrangements with the District insurance office to continue coverage by making direct payment of premiums.

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

**12.25 LONG-TERM PERSONAL LEAVE**

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

- a. They shall not be granted for less than three (3) months nor more than one (1) year.
- b. They shall not be granted unless a qualified substitute is available.
- c. Personal convenience leaves shall not be granted to permit an employee to accept other employment unless in the opinion of the superintendent or designee it would be in the best interests of the District for the employee to do so.

**12.26 ABUSE OF LEAVE PROVISIONS**

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

**ARTICLE 13 –**

**13.2 NOTICE OF VACANCIES**

- 13.2.1 Notices of Vacancies shall be given by the Personnel Services Office as follows:
  - 13.2.1.1 By publishing Notices of Vacancy which are posted in a common area in each school and office with a copy mailed to the Association.
  - 13.2.1.2 Notices of Vacancy shall include job classification title, duties/essential functions, minimum qualifications, work year, salary range, and worksite and hours, if known. Additional information may include, among other things, work shift assignment, start date, testing requirements and the date, time and location of testing.
- 13.2.2 Notices of Vacancies may be used to announce a specific opening or to create an eligibility list from which future vacancies are to be filled.
- 13.2.3 Notices of Vacancies shall be posted for a minimum of eight (8) working days.
- 13.2.4 Notices of Vacancies shall be numbered in order of issuance.
- 13.2.5 Vacancies which are anticipated to last less than six (6) months may be posted at the discretion of the District. If such short-term vacancies are extended beyond six months, they shall be posted.
- 13.2.6 Notices of Vacancies shall not be required for vacancies which must be utilized in effecting administrative transfers.
- 13.2.7 A list of personnel transactions approved by the Board shall be sent to the Association.

**13.3 TRANSFERS — VOLUNTARY**

- 13.3.1 All permanent unit employees may request a transfer for each numbered Notice of Vacancy by submitting a classified “Request for Transfer” form to the Classified Personnel Office.

13.3.2 Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself for any reason within thirty (30) calendar days of beginning his/her assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours to which they were employed immediately prior to the transfer.

**13.4 ADMINISTRATIVE TRANSFERS**

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

**13.5 SELECTION PROCEDURES**

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

- a. Screen all applicants for minimum qualifications as indicated in the classification specification.
- b. Administer appropriate test and/or other screening procedures as deemed necessary.
- c. Ensure that at least 50% of those referred interview candidates are the most senior bargaining unit members. In any case where there is less than 50% eligible bargaining unit members, all eligible bargaining unit members shall be referred for interview

13.5.2 Qualified bargaining unit members shall be given consideration before qualified persons from outside the District are considered. Equal opportunity for advancement shall be extended to all qualified bargaining unit members.

- 13.5.3 Selection shall be made on the basis of the individual qualifications and capabilities of the candidate, current and previous work performance, District seniority, time spent in a related occupations classifications, affirmative action guidelines, and performance evaluations.
- 13.5.4 Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.
- 13.5.5 Unsuccessful applicants may make a written request for explanation to the Classified Personnel Services Office. Such requests will be answered in writing within fifteen (15) working days.

**13.6 PROMOTIONAL PERIOD**

All new District employees and current District employees selected for a promotional position in a class with a higher maximum rate of pay shall serve a probationary period of nine (9) months from the date of hire as a probationary employee. An employee who fails to complete successfully his/her promotional probationary period, shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

**13.7 VOLUNTARY DEMOTION**

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



## **ARTICLE 14 – PERFORMANCE EVALUATIONS**

### **14           PURPOSES OF PERFORMANCE EVALUATIONS**

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

a.

date of the probationary period, provided there is no break in the service of such employee.

- 14.3.1.1 Within thirty (30) calendar days of service in a regular position, each classified employee shall meet with the administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of ninety (90) calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.
- 14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation prior to receiving his/her final probationary evaluation.
- 14.3.1.3 At any time prior to the expiration of the probationary period, the Superintendent or his/her designee may, at his/her discretion, with or without cause, release a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing nor to any of the procedures of Article 19.
- 14.3.2 Permanent Employees

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

  - 14.3.2.1 An employee whose social security number ends in an even number shall be evaluated in even years.
  - 14.3.2.2 An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.
  - 14.3.2.3 Even or uneven years refer to the year in which school year ends (e.g., 1983-84 is an even year).

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

#### **14.4 EVALUATION REPORTS**

##### **14.4.1 Forms**

14.4.1.1 All performance evaluations shall be made on forms which are mutually agreed to by the parties. The parties have agreed that within thirty (30) days of the full execution of this Agreement, a sub-committee will be formed to revise the current evaluation form.

14.4.1.2 A form provided by the District will be used until the Association and the District have mutually agreed to a revised form.

##### **14.4.2 Special Evaluations**

Additional reports may be submitted on probationary and permanent employees whenever the unit administrator feels such reports will contribute to improvement of performance.

#### **14.5 EVALUATION PROCEDURES**

##### **14.5.1 Evaluation Conference**

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

##### **14.5.2 Signing the Evaluation**

The evaluation report shall be signed by the employee to indicate

receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3 Employee Response

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

14.5.4 Correcting Deficiencies

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

**14.6 APPEALS**

14.6.1 When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal within ten (10) working days from the date of review of such evaluation. The appeal shall be processed through administrative channels to the Director of Classified Personnel Services, who shall investigate all facts and obtain all such evidence as is necessary. If the Director of Classified Personnel Services, sustains the original rating, the employee shall have the right, within ten (10) working days of receipt of written notification, to further appeal to the Chief Personnel Officer, after which any decision on appeal shall be final. A failure to comply with the time lines of this Section shall be deemed a waiver of an employee's right to appeal.

14.6.2 Procedures agreed to in this article shall be subject to the grievance procedure. Substantive evaluations will be subject only to appeal in accordance with the appeal procedure described above.

## **ARTICLE 15 - PERSONNEL FILES**

### **15.1 INSPECTION OF FILES**

- 15.1.1 Personnel files include those maintained by administrators as well as files maintained by the Classified Personnel Office.
- 15.1.2 Materials in personnel files or materials to be placed in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.
- 15.1.3 Inspection of an employee file shall be made by the employee or by an authorized representative of the employee. Said authorization shall be submitted to the Classified Personnel Office, in writing, dated and signed by the employee. An employee is not required to make an appointment to inspect his/her personnel file. Personnel files shall be available for inspection at any time during regular business hours of the Classified Personnel Office, and shall be inspected in the presence of a designated employee. Employees working on the day shift may, once every six (6) months, be granted a reasonable amount of release time to inspect their files, if needed. The time shall be mutually agreed upon by the site administrator affected, the Classified Personnel Office staff, and the employee.
- 15.1.4 An employee or authorized representative may receive copies of any materials contained in their personnel file at ten (10¢) cents per copy.

### **15.2 DEROGATORY MATERIALS; APPEAL PROCEDURES**

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

- 15.2.2 An employee has the right to appeal the contents of a document of a derogatory, critical, or negative nature. Said appeal must be filed with the supervisor or administrator who initiated the document within ten (10) working days following the date the employee received said document. The supervisor or administrator shall meet with the employee within ten (10) working days concerning any request for reconsideration of the contents of such a document in an attempt to resolve the appeal informally. If the employee is not satisfied with the result of the informal appeal, he/she may then appeal the contents of said document to the Office of Human Resources within ten (10) working days of the date of the informal appeal meeting referenced above. Failure to comply with these time lines will be considered a waiver of an employee's right to appeal.
- 15.2.3 An appeal, conducted by the Human Resources Office, shall be held within twenty (20) working days of the date the appeal was filed. The document in question shall not be placed in the employee's personnel file until a decision has been rendered to place the document in the employee's personnel file. If the appeal favors the employee, the questioned document shall be rendered null and void and shall not be placed in the employee's file. The decision rendered upon the appeal shall be final and binding and shall not be a subject of the grievance procedure.
- 15.2.4 Once a document is placed in a personnel file specifying discipline for a specific offense, other documents may not be filed which would extend the discipline for that same offense. Filed disciplinary documents may be used when disciplinary action is being taken on subsequent offenses.
- 15.2.5 A single incident of conduct which is the subject of a document of

supervisor, detailing the subject and date of said reprimand or warning for placement in the employee's personnel file. An employee shall have the right to appeal procedures stated in Sections 2.1 and 2.2 of this Article.

- 15.2.7 The person who causes materials to be placed in the personnel file shall sign and date them. Anonymous documents, letters, or other materials shall not be placed in the file.
- 15.2.8 An employee may elect to be represented at each appeal level provided in Article 2.2 by a representative of his/her choice.
- 15.2.9 An employee may request a special evaluation after one (1) year from placement of documents of derogatory, critical, or negative nature. Such evaluation would be attached to such documents.

## **ARTICLE 16 – SAFETY**

### **16.1 SAFE CONDITIONS**

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

#### 16.1.2 Joint Responsibility - CAL/OSHA

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

### **16.2 SAFETY COMMITTEE**

16.2.1 The parties agree to form a District-wide Safety Committee in order to ensure a more constructive employer/employee recognition of the importance of a safe working environment and work conditions.

16.2.2 The Safety Committee shall make recommendations to the Superintendent's designee. The Safety Committee shall research, identify, and prioritize such recommendations based on a majority vote of a quorum of the committee. Recommendations shall include documented findings supported by authoritative evidence identifying the safety problem/hazard. Extensive use shall be made of recognized and authoritative agencies (e.g., CAL/OSHA, State Department of Industrial Relations, Sacramento Safety Council, Schools Insurance Authority, California Federation AFL/CIO, etc.). The Superintendent's designee shall provide a written response stating the District's position regarding the committee's recommendation(s) within thirty (30) days of receipt of such recommendation(s).

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



- a. Accident reports filed by employees during the intervening period to review the cause and develop a follow-up procedure for correction, if possible.
- b. Reports filed by employees or others of alleged safety deficiencies or problems.
- c. Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks and the responsibility of employees concerning safety practices.

16.2.4 Composition of Committee

The Safety Committee shall be composed of a designated number of representatives of management not to exceed eleven (11).

16.2.5 The Safety Committee shall be composed of classified representatives as follows:

- a. Police Officers Unit — one (1) employee
- b. Aides-Paraprofessional Unit — one (1) employee
- c. Operations-Support Services Unit — four (4) employees:
  - (1) Custodian — one (1) employee
  - (2)

**16.3 SAFETY EQUIPMENT**

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

**16.4. SAFETY CLASSES**

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

**16.5 ACCIDENT REPORTS**

In case of a work-related injury, the District shall make available the necessary accident reports and other related information not privileged under law and assist the employee to complete these forms.

**16.8 EMERGENCY PROCEDURES**

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

## **ARTICLE 17 --PROFESSIONAL GROWTH PROGRAM**

### **17.1 PURPOSE**

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

### **17.2 ELIGIBILITY**

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

### **17.3 METHODS OF CREDIT**

#### **17.3.1 College, University and District-Sponsored Courses or Workshops**

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

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

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

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

#### **17.3.2 Conferences or Training Programs**

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

Adult education programs.  
 Conferences or professional organizations related to the employee's job assignment or to the employee's general education.  
 Special training programs/conventions/workshops.  
 Private firms.  
 Private schools (business).  
 Trade union programs.  
 Recognized community resource groups.  
 Other governmental organizations.

17.3.2.2 Credit shall be given for these activities, which may be combined, on the following basis:

<b>Total Hours of Attendance or Effort</b>	<b>Semester Unit Equivalents</b>
<b>15</b>	$\frac{1}{2}$
<b>30</b>	<b>1</b>
<b>45</b>	<b>1-1/2</b>
<b>60</b>	<b>2</b>

17.3.2.3 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Personnel Services Office.

17.3.4 District Sponsored Training Programs (Enhanced Professional Growth)

Professional growth units may be acquired for attendance at District and/or Association sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program.

17.3.5 Travel

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

17.3.5.2 Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work for this type which is performed during an employee's regular duty hours.

#### **17.4 APPROVAL PROCEDURES**

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

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

#### **17.4.3 Plans for Professional Growth**

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

#### **17.5 RESTRICTIONS**

##### **17.5.1 Job-Related Courses**

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

17.5.2 General Education Courses

At least fifty percent (50%) of the professional growth credits may be "general education" units which shall be certified as appropriate by the Classified Personnel Director. Courses which are avocational, hobby type or are taken for personal pleasure or amusement are not certifiable.

17.5.3 No On-Duty Credit

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

17.5.4 Credits During Employment

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

**17.6 SALARY ALLOWABLE**

17.6.1 Effective July 1, 1998 the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 —

length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

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

**17.7 APPEAL PROCEDURES**

- 17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the director, Classified Personnel Services, may appeal such decisions to the Professional Growth Program Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising work of employees in the same classification



## **ARTICLE 18 -- GRIEVANCE PROCEDURE**

### **18.1 PURPOSE**

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

### **18.2 DEFINITIONS**

18.2.1 A “grievance” is a written claim by one or more named employees or the Association of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement which has an adverse affect on the grieving employee or group of grieving employees.

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

18.2.3 A “grievant” is a named person asserting a grievance or the Association.

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

18.2.5 An “employee” is a classified employee in any of the represented bargaining units.

### **18.3 LIMITATIONS PERIOD**

No grievance shall be recognized unless the grievant has filed a written formal Level I grievance in accordance with Sections

18.4.3 and 18.4.4 below, within twenty (20) working days after the grievant knew or should have known of the first act, occurrence, event or circumstance alleged to constitute the grievance.

**18.4           INFORMAL PROCEDURE**

18.4.1           A grievance shall be discussed orally with grievant's principal or unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled where the grievant shall explain the problem and suggest possible solutions. Solutions reached at the informal Level I shall not establish a precedent. The grievant has the right to

18.5.1 Level I

18.5.1.1 A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Association representation during the Level I meeting.

18.5.1.2 All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise.

18.5.1.3 If no settlement is reached during the Level I meeting, the principal or unit administrator shall send a written decision to the grievant

- 18.6.2 The written Level II grievance shall include the following:
- a. A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;
  - b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;
  - c. A listing of specific action(s) requested of the school District which will remedy the grievance; and
  - d. A copy of the Level I grievance and decision.

18.6.3 Following a written request for Level II mediation, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee will be issued. The initial Mediation shall be held within thirty (30) working days from receipt of the written Level II grievance by the Office of Employee Relations, unless extended by mutual agreement of the parties.

## **18.7 MEDIATION**

- 18.7.1 Mediation shall take place at a date and time agreed to by the parties and the mediator. Subsequent days for mediation will be scheduled, if necessary.
- 18.7.2 The parties agree to meet annually to develop a list of mediators. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.
- 18.7.3 All costs of the mediator, if any, shall be borne equally by the parties.

**18.8**            **MEDIATION PROCEDURES**

18.8.1            The mediation procedure shall be entirely informal in nature;  
                      however, copies of exhibits upon which either party bases its case

**18.9**            **LEVEL III – ARBITRATION**

18.9.1            Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in the Office of Employee Relations within ten (10) working days after receipt of the written Level II decision of the Superintendent, or his/her designee. Appeal to Level III arbitration may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union's right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Office of Employee Relations within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

18.9.2            Selection of Arbitrator

When arbitration has been requested, the Union shall write the California State Mediation and Conciliation Services for a list of five (5) arbitrators. The grievant's representative and the representative of the Office of Employee Relations shall alternatively strike names from such list until only one (1) name remains.

18.9.3            Costs of Arbitration

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

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

requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

18.9.4 Function of Arbitrator

The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render a binding decision within thirty (30) days after the close of the hearing.

18.9.5 Hearings

18.9.5.1 Once the arbitrator has been selected, hearings shall commence





processing of a grievance shall be filed separately from the personnel files of the participants.

- 18.10.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 18.10.7 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- 18.10.8 A grievant may be represented by the Association at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

**18.11 GRIEVANCE FORM**

All formal grievances shall be filed on a District grievance form which shall be designed and agreed upon by the District and the Association.



substance (other than a prescribed medication) at work or away from work, or furnishing a controlled substance to a minor or any other employee.

9. Conviction of a felony, a misdemeanor, or conviction of any sex or drug offense made relevant by provisions of law which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, (defined to mean "I will not contest it" -- a plea in a criminal which has a similar legal effect as pleading guilty) is deemed to be a conviction for this purpose.
10. Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.
11. Improper political activity (e.g., Education Code 7055, Govt Code 1028).
12. Disobedience
13. Misuse or unauthorized use of District property.
14. Violation of District, Board, or departmental rule, policy, or procedure.
15. Violation of or refusal to obey policies and/or administrative regulations implementing District drug and alcohol testing programs, if any.
16. Violation of or refusal to obey policies and/or administrative regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.
17. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
18. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
19. A physical or mental impairment which precludes the employee from proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law (e.g., Americans with Disabilities Act) regulating the retirement of employees.
20. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, age or other legally protected group against the public or other

employee(s) while acting in the capacity of a district employee.

21. Unlawful retaliation against any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
22. Any conduct or act either during or outside of duty hours that adversely affects or impacts the District or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees).

19.3.2 Except as defined in item (20) above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of Notice of Proposed Disciplinary Action unless this cause was concealed or not disclosed by the employee which it could be reasonable assumed that the employee would have disclosed the facts to the District.

#### **19.4 NOTICE OF PROPOSED DISCIPLINARY ACTION**

19.4.1

- d. A statement indicating the employee's right to a predisciplinary meeting, and
- e. The date, time and location where the predisciplinary

19.6.1 A Notice of Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The Notice shall include:

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause or causes for the disciplinary action, as set forth above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- d. A statement of the employee's right to a hearing (as outlined below) and the time within which a hearing must be requested; and
- e. A "Hearing Request Form," the timely signing and filing of which shall constitute a request for a hearing and a denial of all charges.

19.6.2 A copy of the classified employee disciplinary procedure shall be attached to the notice. The will be notified, by separate notice, that the District intends to take disciplinary action against a bargaining unit member.

## **19.7 REQUEST FOR A HEARING**

19.7.1 Within seven (7) calendar days after service of the Notice of Disciplinary Action described above, the employee may request a hearing by signing and filing the "Hearing Request Form" included in the Notice of Disciplinary Action. Any other written document requesting a hearing, signed and appropriately filed by the employee within the specified time limit, shall also constitute a sufficient request for a hearing and denial of all charges. A request for a hearing will be considered appropriately filed only when:

Postmarked or received by the Personnel Services office, or other office designated in the Notice, on or before the seventh calendar day after service of the Notice of

Disciplinary Action.

- 19.7.2 If the employee fails to file a request for a hearing within the time specified above, he/she shall be deemed to have completely waived his or her right to a hearing, and the Board may order the disciplinary action into effect immediately.

**19.8 EMPLOYMENT STATUS PENDING APPEAL OR WAIVER**

Except as provided herein, any employee against whom a Notice of Proposed Disciplinary Action or Notice of Disciplinary Action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

**19.9 ADMINISTRATIVE LEAVE**

A classified employee may be placed by the Superintendent or designee on administrative leave from duty with pay pending an investigation and determination of whether discipline should be invoked against the employee.

**19.10 SUSPENSION WITHOUT PAY**

- 19.10.1 A classified employee may be placed by the Superintendent or designee on suspension without pay pending further disciplinary action only if continuation of the employee in active duty would result in unreasonable risk of harm to students, staff, and/or property.

- 19.10.2 Suspension without pay may be ordered by the Superintendent or designee only after the employee has been orally notified of the reasons and has been provided an opportunity to orally respond.

**19.11 COMPULSORY LEAVE**

Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be

placed upon compulsory leave of absence without pay and benefits pending a final disposition of such charges pursuant to Education Code Section 45304.

**19.12 HEARING PROCEDURES**

- 19.12.1 All hearings shall be heard by a hearing officer from Exhibit "A" except in those cases where the Board determines to hear the matter itself. A list of mutually agreeable hearing officers is attached as Exhibit "A." The District shall pay all hearing officer costs and fees.
  
- 19.12.2 The hearing shall be held at the earliest date possible with the first hearing officer at the top of the list from Exhibit "A", taking into consideration the availability of counsel and witnesses; provided, however, that no hearing shall be held less than five (5) nor more than thirty (30) calendar days after the request for hearing has been made. If the hearing officer at the top of the list is not-14.25 n-



hearing, cross-examine witnesses and argue his/her case. The procedure entitled “

- 19.12.9 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board, in accordance with subsection (j) below, as the decision in the case. In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary proceedings against the employee in which a disciplinary action was ultimately sustained and any records of the employee's personnel file which were introduced into evidence at the hearing. A copy of the proposed decision shall be received and filed with the Governing Board of Education and furnished to each party within twenty (20) working days after the close of hearing.
- 19.12.10 Upon receipt of the proposed decision from the hearing officer the Board may:
- a. Adopt the proposed decision in its entirety;
  - b. Adopt the proposed decision in part, thereby rejecting other parts;
  - c. Modify the proposed disciplinary action and/or proposed decision; or
  - d. Reject the proposed decision in its entirety.
- 19.12.11 The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action, if any. If fully adopted, the hearing officer's findings will serve as the Board's findings. The findings may reiterate, and/or make reference to, the language of the recommendation for disciplinary action in which case they will be incorporated by reference. A copy of the decision shall be delivered to the classified permanent employee and/or his designated representative personally or by registered mail or certified mail, return receipt requested, at the employee's last known address on file with the District.
- 19.12.12 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision of the Governing Board shall be final. Education Code section 45113.

## **ARTICLE 20 – LAYOFF**

### **20.1 LAYOFF DEFINED**

A layoff is an involuntary separation from service or an involuntary reduction in an employee's hours or work year as defined herein based upon a lack of work or lack of funds. A

the District shall be laid off first. If date of hire in the District does not break the tie, then the tie shall be broken by random drawing.

20.3.1 Service Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, Family Care Leave, and any other unpaid leaves permitted by the Education Code under Section 45308.

20.3.2 No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.3.3 The Superintendent or designee shall maintain a current determination of each employee's seniority.

**20.4 ORDER OF LAYOFF**

The employee who has been employed the shortest time in the classification, hours, and work year to be eliminated or for which the hours will be reduced shall be laid off first.

**20.5 DISTRICT AND ASSOCIATION RIGHTS**

The District reserves, retains, and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as the hours and the positions to be eliminated. The Association retains the right to negotiate the impacts and effects of the layoff of unit members.

**20.6 LAYOFF PROCEDURE**

Positions to be eliminated or for which hours will be reduced shall

be identified by the District by classification, hours<sup>1</sup>, and work year (as defined in Section 20.2).

20.6.1 First Step – Administrative Transfer

The employee(s) in the position(s) to be eliminated or for which the hours will be reduced by the District shall be administratively transferred to a vacant position, if any, in the same classification, hours, and work year. If there is more than one vacancy in the classification, hours, and work year the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification, hours and work year in the position to be eliminated or for which the hours will be reduced, the most senior employee shall be administratively transferred first. Employees being transferred under this section shall receive at least ten (10) working days notice of their new assignment.

20.6.2 Second Step – Layoff

If there are no vacancies in the classification, hours, and work year of the position to be eliminated or for which the hours will be reduced the District shall engage in layoff.

20.6.3 Third Step – Bumping Rights Within a Classification

An employee whose position is being eliminated or for which the hours will be reduced may displace the employee within his/her classification, hours, and work year who has the least seniority.

20.6.4 Fourth Step – Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy in that classification,

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<sup>1</sup>For layoff purposes only, assignments with fractional hours shall be rounded up or down as follows: 0 - 1.99 = 1; 2 - 2.99 = 2; 3 - 3.99 = 3; 4 - 4.99 = 4; 5 - 5.99 = 5; 6 - 6.99 =6; 7 - 7.99 = 7; and 8 = 8.

hours, and work year, if any. If there are no vacancies in the classification, hours, and work year the employee shall have the right to displace the incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1 Bumping Rights

An employee who has been displaced by bumping shall have the same bumping rights as if his/her position had been eliminated. Employees in position for which the District is reducing the assigned time shall have bumping rights as if the position was being eliminated. An employee shall not bump into a higher classification (i.e., one that has a higher salary range, more hours, or a longer work year). If an employee waives bumping rights, he/she shall be placed on a thirty-nine (39) month reemployment list.

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff thirty (30) days before the effective date. They shall be informed of their reemployment rights and bumping rights, if any.

**20.7 VOLUNTARY DEMOTIONS/REDUCTIONS**

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e., a change to a classification for which they are qualified with a lower maximum salary rate) or a for

during the thirty

20.8.5

Notification

When a vacancy occurs, the most senior employee on the thirty-nine (39) month reemployment list for that classification, hours, and work year will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than ten (10) calendar days following receipt of the notification. If the employee accepts,



## **ARTICLE 21 – EFFECT OF AGREEMENT**

### **21.1 AGREEMENT SUPERSEDES PAST PRACTICES**

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

### **21.2 NEGOTIATIONS**

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

### **21.3 CHANGES OR AMENDMENTS**

The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not even though subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from Tc (RACTICES) Tj 49.5 0 TD /oth of anf84-0.106844ari tha38id7ICES

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

**21.6            RIGHT TO MEET AND CONSULT**

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

## **ARTICLE 22 – NO STRIKE/NO LOCKOUT**

- 22.1** The Association and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Association, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone a

## **ARTICLE 23 – CONTRACTING OUT**

- 23.1** During the life of this Agreement should the District find it necessary to contract out bargaining unit work that has been consistently and routinely performed by member(s) of the

## **ARTICLE 24 – DURATION**

### **24.1 EFFECT**

This Agreement shall be effective after ratification by the Board and by the Association.

### **24.2 DURATION<sup>2</sup>**

This Agreement shall be effective upon ratification by the parties and shall begin July 1, 1999 and will remain in effect until June 30, 2002.

### **24.3 REOPENING**

The Association or the District may reopen this Agreement for renegotiation of the following Articles on or about March 1, 2000, and March 1, 2001:

Article 6 - Compensation

Article 7 - Fringe Benefits and

Fringe B TD -0.0358 Tc 0.1256 TD -0.0615 Tc 0.28 Tj 21 0 TD /F0 12 Tf ( ) 4( ) T

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND THE CLASSIFIED SUPERVISORS ASSOCIATION.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board of Education has caused this Agreement to be signed by its representatives, and attested by its clerk.

FOR THE ASSOCIATION:

_____		_____	
Ruth Holbrook	Date		Jim Hicks
CSA Representative		CSA Representative	

_____		_____	
Sandra Lanz	Date	Linda Lopez	Date
CSA Representative		CSA Representative	

_____		_____	
Gary Maden	Date	Elda Rowe	Date
CSA Representative		CSA Representative	

_____	
Donna Williams	Date
CSA Representative	

FOR THE DISTRICT:

_____	
Richard Jennings	Date
President	

Attested by:

_____	
James Sweeney, Ed.D.	Date
Superintendent	

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