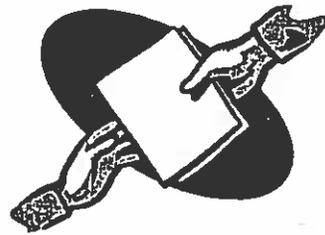


# **AGREEMENT**

*Between*

43 pages

***Garden Grove  
Unified School District***



***Garden Grove  
Unified School District  
Supervisory Unit***

**July 1, 2003 – June 30, 2006**

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
GGUSD SUPERVISORY UNIT**

**ACKNOWLEDGEMENTS**

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## ARTICLE 1 - AGREEMENT

- 1.1 **TERMS OF AGREEMENT:** This Agreement is made and entered into this 20<sup>th</sup> day of July, 2004, by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and the Garden Grove Unified School District Supervisory Unit (hereinafter referred to as "Unit"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code of the State of California.
- 1.2 **Length of Agreement:** This agreement shall be effective July 1, 2003, and shall remain in full force and effect through June 30, 2006.

## ARTICLE 2 - RECOGNITION

- 2.1 **CLASSIFIED SUPERVISORY UNIT:** The District and the Unit agree that the Classified Supervisory Unit shall include all permanent and probationary employees in the job classifications found in Appendix A, and that the inclusions comprise an appropriate unit of classified supervisory employees.
- 2.2 **EXCLUSIONS:** Excluded are all substitute, temporary, and provisional employees and those positions in the job classifications found in the exclusion portion of Appendix A.

## ARTICLE 3 - DEFINITIONS

- 3.1 **BARGAINING UNIT MEMBER:** An employee who is included in the appropriate unit as defined in Article 2, and therefore covered by the terms and provisions of this agreement.
- 3.2 **CLASS:** A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.
- 3.3 **DAY:** Any day in which the District Education Center is open for business.
- 3.4 **DISTRICT:** The Garden Grove Unified School District or the Board of Education.
- 3.5 **EMPLOYEE:** A member of the bargaining unit as defined in Article 2 and therefore covered by the terms and provisions of this contract.
- 3.6 **EMPLOYER:** The Garden Grove Unified School District Board of Education.
- 3.7 **FISCAL YEAR:** July 1 through June 30.
- 3.8 **IMMEDIATE FAMILY:** The mother, father, son, daughter, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son-in-law, daughter-in-law, brother or sister of the employee; or any relative living in the immediate household of the employee.
- 3.9 **IMMEDIATE SUPERVISOR:** The supervisor having immediate jurisdiction over the employee.
- 3.10 **MEETING AND NEGOTIATING:** Shall mean meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation.
- 3.11 **SALARY RANGE:** A series of consecutive salary steps that comprise the rates of pay for a class. A salary range normally consists of five salary steps.
- 3.12 **SALARY STEP:** A specific rate in a salary range. One of the consecutive rates that comprise a monthly or hourly salary range.

- 3.13 **SCHOOL YEAR:** The period from September through June when students are normally required to be in attendance.
- 3.14 **TRANSFER:** The reassignment of an employee without examination from one position to another position in the same class or to a position in a similar or related class with the same salary range.
- 3.15 **UNIT:** The Garden Grove Unified School District Supervisory Unit.

#### ARTICLE 4 - HOURS OF EMPLOYMENT

- 4.1 **WORKDAY AND WORKWEEK:** The maximum number of hours of regular employment for an employee is eight (8) hours a day and forty (40) hours a week. However, the Board of Education may employ persons for lesser periods of time. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 4.1.1 The length of the workday shall be designated by the District for each supervisory classified assignment.
- 4.1.2 The workweek for employees shall include the seven-day period beginning with the five (5) consecutive days an employee is regularly assigned to work. The week will start at 12:01 a.m. on the first day of the employee's workweek and end at midnight on the last day.
- 4.1.3 Each employee shall be assigned a regular schedule with designated starting and ending times. The district may make adjustments due to educational or operational needs. No changes in schedule shall be made for the purposes of alleviating overtime, extra hours, or for punitive reasons. Except in an emergency or situations involving student supervision, the site administrator or designee will provide the employee(s) at least ten (10) days notice of the change and the reasons for it. In the event of a hardship for the employee or a need to reduce the number of notification days, the site administrator shall meet with the exclusive representative in order to meet and confer over the schedule change.
- 4.2 **OVERTIME ELIGIBILITY AND DISTRIBUTION:** Overtime is ordered and authorized work performed in excess of eight (8) hours worked in one day or forty (40) hours worked in one workweek. See classified Overtime Report Appendix G.
- 4.2.1 **6th & 7th Day/4 Or More Hours:** An employee who works four (4) or more hours a day shall be compensated for all work required on the sixth consecutive day of the workweek at a rate equal to one and one-half (1½) times the employee's regular rate and on the seventh consecutive day of the workweek at a rate equal to two and one-half (2½) times the employee's regular rate.
- 4.2.2 **6th & 7th Day/Less Than 4 Hours:** An employee who works less than four (4) hours per day shall be compensated at a rate equal to one and one-half (1½) times the employee's regular rate for all work required on the sixth and seventh consecutive day(s).
- 4.2.3 **Holiday Distribution:** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times (equals holiday pay at straight time plus 1½ time for all hours worked on holiday) the regular rate of pay.
- 4.2.4 **Overtime Distribution By Seniority:** Scheduled overtime shall be distributed and rotated on a seniority basis as equally as is practical among employees in the bargaining unit within each department/site and class. For the purposes of this section, seniority shall be based on a combination of time in the class and department/site. Employees shall not be excluded from overtime assignments. This does not apply to call-backs or emergencies.
- 4.2.4.1 If no employee volunteers for an overtime assignment, the supervisor shall assign the

overtime by seniority, requiring the qualified employee with the least seniority to accept the assignment.

- 4.3 **COMPENSATORY TIME OFF:** A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half (1½) times the regular rate of pay for the overtime worked, or shall receive compensatory time off at a rate equal to one and one-half (1½) times the actual overtime worked. Compensatory time off may be granted upon mutual agreement between the employee and the Department Head. Compensatory time off shall be taken within two working months in which it has been earned. If the compensatory time off is not taken during that period, the employee will be paid for the accumulated time. See classified Compensatory Time Off Report Appendix G.
- 4.4 **CALL BACK:** An employee who is called back to work shall be compensated at the overtime rate for all hours in a paid status which are in excess of eight (8) hours in one day.
- 4.4.1 Any employee called back to work, whether after normal working hours or on a day not worked, shall be credited with not less than three (3) hours of work at the overtime rate.
- 4.5 **MEAL AND REST PERIODS:** Employees shall be provided meal and rest periods as noted below:
- 4.5.1 **Lunch Periods:** Each bargaining unit employee working six (6) or more consecutive hours per day shall have an unpaid, uninterrupted lunch period of not less than thirty (30) minutes. The lunch period shall be assigned by the immediate supervisor, to be taken at or about the midpoint of each work shift.
- 4.5.2 **Rest Periods:** Employees shall be eligible for one (1) paid fifteen (15) minute rest period for each four (4) hour consecutive period worked, at times approved by the immediate supervisor. Rest periods may not be accumulated or used to lengthen the lunch period or shorten the workday.
- 4.5.3 **Non-Day Shift Employees:** Dinner periods and rest periods for other than day shift employees shall be established whenever possible, within the regulation of day shift employees.
- 4.6 **CHANGES IN PART-TIME ASSIGNMENTS:** A part-time employee whose assignment is increased an average of thirty (30) minutes or more per day for twenty (20) consecutive days shall have his/her regular assignment adjusted upward to reflect the change in assigned time. Such changes will be effective beginning on the twenty-first (21) day.

## ARTICLE 5 - GRIEVANCE PROCEDURES

- 5.1 **DEFINITION OF TERMS:** The following definitions shall apply to the grievance procedure contained in this Article.
- 5.1.1 **Grievant:** An individual employee in the bargaining unit who alleges a grievance.
- 5.1.2 **Grievance:** A formal written allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the provisions of this Agreement.
- 5.1.3 **Informal Level:** An informal meeting of the grievant and the immediate supervisor to resolve a dispute or difference, before filing a formal grievance. The grievant must identify the conference as an informal level grievance.
- 5.1.4 **Formal Level:** A formal written allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the provisions of this Agreement.
- 5.1.5 **Day:** Any day in which the District Education Center is open for business.
- 5.1.6 **Immediate Supervisor:** The supervisor having immediate jurisdiction over the employee.

- 5.2 **INTENT AND TIME LIMITS:** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level.
- 5.2.1 It is important that grievances be resolved as quickly as possible. The times indicated at each level should be considered as maximums. Time limits may be extended by mutual agreement of both parties.
- 5.2.2 A grievance must be filed within thirty (30) days of the violation or infraction.
- 5.3 **REPRESENTATION:** The grievant may have the assistance of Unit representation at any level of the grievance procedure, or may choose to represent himself/herself, provided he/she provides copies of all written formal grievances to the President of the Supervisory Unit.
- 5.4 **INFORMAL LEVEL:** Before filing a formal grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.
- 5.5 **LEVEL ONE:** If the grievant is not satisfied with the adjustment of the grievance at the informal level, he/she may, within ten (10) working days following the conference, present the grievance in writing on the appropriate grievance form (See Appendix F) to his/her immediate supervisor.
- 5.5.1 Written response by the immediate supervisor to the grievance shall be submitted to the grievant within ten (10) days after receiving the form.
- 5.6 **LEVEL TWO:** If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Level One, the grievance may be submitted to the appropriate next level administrator within ten (10) days, using the grievance form.
- 5.6.1 Written response by the appropriate next level administrator to the grievance shall be submitted to the grievant within ten (10) days after receiving the form.
- 5.6.2 A meeting may be held within the above time limits at the written request of either the grievant or appropriate next level administrator.
- 5.7 **LEVEL THREE:** If the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision to the Personnel Director on the appropriate form within ten (10) days.
- 5.7.1 Written response by the Personnel Director to the grievance shall be submitted to the grievant within ten (10) days after receiving the form.
- 5.7.2 A meeting may be held within the above time limits at the written request of either the grievant or the Personnel Director.
- 5.8 **LEVEL FOUR:** If the grievance is not satisfactorily adjusted with the Personnel Director, the grievant may, within ten (10) days, submit the grievance on the appropriate form to the Superintendent.
- 5.8.1 Written response by the Superintendent to the grievance shall be submitted to the grievant within ten (10) days after receiving the form.
- 5.8.2 A meeting may be held within the above time limits at the written request of either the grievant or the Superintendent.
- 5.9 **LEVEL FIVE - ADVISORY ARBITRATION:** If the grievant is not satisfied with the decision of the Superintendent, the grievant may, within ten (10) days, request in writing to the Board of Education that the grievance be submitted to advisory arbitration.
- 5.9.1 The District and the Supervisory Unit shall choose a mutually acceptable arbitrator within ten (10) days of the receipt of a written request for arbitration. If no choice has been made after five (5) days, a request will be made to the California Conciliation Service to supply a list of five (5) people who have experience in public school arbitration. The District and the Supervisory Unit shall choose a person from the list by means of elimination until only one (1) remains.

- 5.9.2 Upon the completion of an investigation, the arbitrator shall report findings and recommendations in writing to the Board of Education and the Supervisory Unit. The recommendations of the arbitrator shall conform to the laws of the State of California and to the terms of this Agreement.
- 5.9.3 After reviewing the findings and recommendations of the arbitrator at a regularly scheduled meeting, the Board of Education shall, within ten (10) days, issue a decision which is final and binding.
- 5.9.4 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Supervisory Unit. All other costs will be borne by the party incurring them.
- 5.10 **MISCELLANEOUS:** The following miscellaneous provisions shall apply to the grievance procedure contained in this Article:
- 5.10.1 **Group Grievances:** Group grievances that involve employees with different immediate supervisors may be filed at Level Two. If the grievance involves employees who have different administrators, the grievance may be submitted at Level Three.
- 5.10.2 **Bypassing Level Two:** If the next level administrator of the immediate supervisor is either the Personnel Director or the Superintendent, Level Two of the grievance procedure will be eliminated.
- 5.10.3 **Self-Representation:** An employee covered by this Agreement may file a grievance directly, under the procedures of this Article, and have such grievance adjusted without intervention of the Supervisory Unit as long as the adjustment is not inconsistent with the terms of this Agreement. The Supervisory Unit President shall be provided with any response at any level of the grievance procedure.
- 5.10.4 **Grievance Forms:** Grievance forms will be available at each site and the Office of Personnel Services (See Appendix F).

## ARTICLE 6 - SAFETY CONDITIONS

- 6.1 **SAFETY REQUIREMENTS:** The District shall, within an appropriate time line, conform to and comply with all safety requirements imposed by state or federal law or regulations adopted under state or federal law.
- 6.2 **SAFETY COMMITTEE:** A Safety Committee shall be formed which shall include one (1) member appointed by the Supervisory Unit. This committee, which shall be headed by a District representative, shall make recommendations to the District concerning improvements in safety conditions. The bargaining unit members of the committee shall be allowed reasonable release time to carry out their committee obligations. This committee shall meet quarterly. Report of all actions taken will be made available to the bargaining unit.
- 6.2.1 Each site shall establish a safety committee which shall include at least one member of the bargaining unit. The committee shall meet quarterly, during work hours, and make recommendations, in writing, concerning safety conditions to the above-referenced committee and employees at the site.
- 6.3 **REPORTING INDUSTRIAL ACCIDENT OR ILLNESS:** All employees shall report an industrial accident or illness, no matter how minor, to the employee's immediate supervisor and file the necessary report of industrial accident or illness.
- 6.4 **REPORTING UNSAFE CONDITIONS:** It is the responsibility of the employee to report to his/her immediate supervisor, in writing, any conditions which he/she believes are unsafe. The District shall inform the reporting employee within a reasonable time period of the resolution to the concern. An employee may respectfully refuse to use any piece of equipment if it is reasonable to assume that

such use places the employee in the danger of immediate physical harm.

- 6.5 **EMPLOYEE RESPONSIBILITIES:** It is the responsibility of any employee whose job requires the use of tools, equipment, or motor vehicles, to do so in a safe, prudent, and lawful manner. Any employee involved in a chargeable vehicle accident while in the conduct of District business may be required and paid to attend four (4) hours of defensive driver training.
- 6.6 **NO DISCRIMINATION:** No employee shall be discriminated against as a result of reporting any condition believed unsafe.
- 6.7 **APPROPRIATE DRESS FOR SAFETY:** Employees will dress appropriately for the work performed in accordance with recognized safety standards. In addition, the District and the Supervisory Unit agree that all classified employees working in the Maintenance, Operations, Custodial, Grounds, Stores, and Vehicle Maintenance Trades shall wear clothing appropriate to the job. This shall be interpreted to include the meaning that employees in these identified job families shall wear long pants for safety reasons, except as noted below.
- 6.7.1 Bermuda style shorts may be worn during non-student days (summer school periods will be considered non-student days), except for specific safety reasons for individual classifications.
- 6.7.2 If the District decides that a specific classification needs to wear long pants for safety reasons during a period when Bermuda style shorts would normally be allowed, the long pants requirement would be for those specific identified activities only, and shorts would be allowed during the rest of the shift.

#### ARTICLE 7 - EVALUATION PROCEDURES

- 7.1 **WHEN EVALUATIONS ARE TO BE MADE:** Each regular employee shall be evaluated by an immediate supervisor who is defined as the person who assigns, checks, and supervises the work of the employee and who is immediately responsible for the employee's work or is most closely acquainted with his/her performance. The following schedule for evaluating employees shall be followed:
- 7.1.1 Probationary employees - at the end of the second and fifth months of service.
- 7.1.2 Permanent employees - at least once each year on or before the employee's anniversary date.
- 7.2 **EVALUATION FORMS:** Performance evaluation reports shall be made on forms prescribed by the District with input from the Unit.
- 7.3 **DISCUSSION OF EVALUATION:** The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.
- 7.4 **PLACEMENT IN EVALUATION FILE:** Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.
- 7.5 **EMPLOYEE REBUTTAL:** The employee may, within ten (10) working days of receipt of the performance evaluation form, attach a rebuttal which will be included in the official personnel file.
- 7.6 **REVISED EVALUATION AT ANY TIME:** A revised evaluation may be submitted at any time during the year upon evidence of changed work habits or performance on the part of an employee.
- 7.7 **UNSATISFACTORY EVALUATIONS:** A permanent employee who receives an evaluation with an overall rating of unsatisfactory will be expected to improve his/her performance to such an extent that a reevaluation within sixty (60) days will reflect an overall rating of above unsatisfactory. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

- 7.7.1 The employee shall have the right to protest an evaluation through the grievance procedure. If the employee's objections are sustained, the grievance authority shall order preparation of a new evaluation and removal of the grieved evaluation from the employee's file.

## ARTICLE 8 - TRANSFER

- 8.1 **VOLUNTARY TRANSFERS:** A transfer may be made at the employee's request.
- 8.1.1 **Transfer Requests In Writing:** Requests for transfer shall be made by the employee in writing, on a District-approved form, to the Classified Personnel Office and must include:
- 8.1.1.1 The classification to which the employee desires to transfer.
- 8.1.1.2 Any qualifying factors describing the kind of position to which he/she wishes to transfer.
- 8.1.1.3 The reason for requesting a transfer.
- 8.1.2 **Condition of Transfer/Probation:** A permanent employee who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class.
- 8.1.3 **No Change In Salary Rate/Benefits:** Transfers shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
- 8.1.4 **District Consideration Of Transfers:** When employees have on file an official transfer request, the appointing authority must review the transfer requests of all qualified employees. The District will consider the employee's seniority, qualifications, and past performance before a selection is made.
- 8.1.4.1 All transfer requests will be kept on file in the Classified Personnel Office and will be considered in filling vacancies unless the employee submits a written statement that he/she no longer wishes to be transferred.
- 8.1.5 **Expiration Of Transfer Requests:** Requests for transfer will be kept active until the end of the school year, and must be submitted annually.
- 8.1.6 **60-Day Temporary Assessment Period:** An employee accepting a voluntary transfer shall serve a sixty (60) temporary assessment period (TAP). If the employee fails to satisfactorily complete the TAP, he/she may be returned to his/her previous position.
- 8.2 **ADMINISTRATIVE TRANSFERS:** A transfer may be made for the good of the service at the discretion of the District, provided that such action shall not be taken for punitive or preferential reasons.
- 8.2.1 **Approval of Involuntary Transfers:** All involuntary transfers shall be approved by the Personnel Director.
- 8.2.2 **Involuntary Transfer Notice To Employee:** When District transfer of an employee is pending, notice of transfer will be made in writing to the employee not less than two (2) working days prior to the effective date, unless an emergency or unforeseen circumstances exist.
- 8.2.3 **Meeting:** Following the written notification, an employee may request a meeting with the District to discuss the transfer.
- 8.2.4 **Disciplinary Transfers:** Prior to a transfer that is made for disciplinary reasons, the employee shall be informed in writing and shall have the right to file an appeal.

- 8.3 **VOLUNTARY DEMOTION:** A permanent employee may request voluntary transfer to a class with a lower maximum salary rate (voluntary demotion). Such requests require the approval of the department heads involved and the Personnel Director.
- 8.3.1 An employee who has taken a voluntary transfer to a class with a lower maximum salary rate (voluntary demotion) may be restored to his/her former class or to a related lower class within thirty-nine (39) months, subject to the recommendation of the department head and with the approval of the Personnel Director.
- 8.4 **TRANSFER FOR MEDICAL REASONS:** When an employee becomes physically incapacitated for the performance of any of his/her duties as determined by a physical examination, the Personnel Director may transfer him/her to a vacant position in a class of the same or lower salary level which he/she has the ability to fill, or for which he/she may be expected to acquire the necessary ability after a reasonable time. The employee may request a meeting with the District to discuss the transfer.
- 8.4.1 In case of transfer to a lower level, the employee shall receive the same salary he/she is receiving in his/her former class, but his/her salary shall not exceed the maximum salary of the class to which he/she is transferred.

## ARTICLE 9 – LEAVES

- 9.1 **GENERAL PROVISIONS:** The appointing authority may grant leaves of absence to employees when it is in the best interest of the welfare of the appointing authority and the welfare of the individual employee.
- 9.1.1 **Wages/Benefits:** Except as otherwise provided, time spent on leaves of absence with pay shall count toward salary step advancement and toward employee fringe benefit and seniority accrual. Time spent on leave of absence without pay shall not count toward salary step advancement, employee fringe benefit accrual, and seniority accrual, and shall not be considered a part of the probation period.
- 9.1.2 **During Probationary Period:** Unless otherwise specified, a leave of absence shall not be granted to an employee during his/her first six (6) months of employment with the District. A leave of absence with pay granted to a probationary employee shall affect the continuity of service required for permanency if the absence exceeds ten (10) working days.
- 9.1.3 **Assignment Upon Return:** An employee will be assigned to the same position upon return to service following a leave of absence of not more than six (6) months. An employee will be assigned to a position in the same class upon return to service following a leave of absence of more than six (6) months. If the class has been abolished during the employee's absence, the employee shall be laid off for lack of work and placed on the reemployment list for the class, effective the date of termination of leave. In lieu of layoff, an employee may return to a vacant position in a class at the same or lower salary level, provided the employee meets the qualifications for that class.
- 9.1.4 **Cancellation:** The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification.
- 9.1.5 **Earlier Return:** An employee may make a written request to the Personnel Director to return to work prior to the expiration date of the leave. The Personnel Director may approve or reject such request.
- 9.1.6 **Failure To Return:** Failure to report for duty within five (5) working days after a leave expires or has been canceled shall be considered abandonment of the position, and the employee may be terminated by the Board of Education.
- 9.1.7 **Other Employment:** An employee while on leave of absence may not accept other gainful employment with another employer, except ordered military service, without express prior approval of the Board of Education.

- 9.1.8 **Interruption:** Vacation is the only leave which may be interrupted by another type of leave.
- 9.2 **VACATION:** Every employee shall earn vacation on the basis of the schedule of vacation days found in Appendix B. Vacation days shall be credited for each month in which the employee is in a paid status for one-half (½) or more of the working days of a calendar month.
- 9.2.1 **Accumulation:** Vacation shall be accumulated in fractions of hours and shall be rounded off to the nearest hour at the end of the fiscal year or when the employee leaves the classified service.
- 9.2.2 **Eligibility:** Computation of vacation starts with the fiscal year. Eligibility to take vacation will commence on the first day of the month following completion of six (6) months or 130 days of paid service in regular assignments. No payment for accumulated vacation shall be made to an employee who terminates prior to attaining eligibility to take vacation.
- 9.2.3 **Scheduling:** Earned vacation is to be taken during the fiscal year first following the year in which earned. Vacation schedules shall be approved by the department head. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the workload of the department. Preference for vacation periods shall be given the most senior employee in the event of conflict in vacation scheduling between employees.
- 9.2.4 **Unearned Vacation:** Vacation may be granted by the employee's department head even though not earned at the time the vacation is taken. Unearned vacation that has been granted shall be deducted from an employee's final salary warrant if employment terminates prior to earning such vacation.
- 9.2.5 **Required Vacation Periods:** School session, ten (10) month, and ten and one half (10½) month employees shall take vacation during the Spring and Winter school recesses.
- 9.2.6 **Carry-Over:** Employees are expected to take their full vacation each year. Vacation credit may, upon mutual agreement between the employee and the department head, be accumulated to a maximum of two (2) years. The District shall schedule vacation in excess of two (2) years.
- 9.2.7 **Rate of Pay:** The rate at which vacation is paid shall be the employee's current rate. No deduction shall be made from the vacation credit of any employee for holidays occurring during the assigned vacation period of the employee. Upon separation from service, an employee shall be paid for accumulated vacation at the employee's current rate of pay.
- 9.2.8 **Minimum Usage:** Vacation shall not be granted for periods of less than four (4) hours unless the employee's regular assignment is for less than four (4) hours per day.
- 9.2.9 **Interruption:** An employee who commences a prescribed vacation period and subsequently becomes ill or bereaved before the vacation period has been completed may request termination of vacation and placement on sick leave provided:
- 9.2.9.1 The illness (or bereavement) leave is for three (3) consecutive days or more.
- 9.2.9.2 The illness (or bereavement) is such that had the employee been working, he/she would have been absent on sick or bereavement leave.
- 9.2.9.3 The illness (or bereavement) falls within the work year of the employee.
- 9.2.9.4 The illness (or bereavement) is substantiated by the employee.
- 9.2.10 **Statement of Accrual:** Employees shall be given a statement in October of each year which will show his/her accumulated vacation projected through the end of the fiscal year.

- 9.3 **PAID SICK LEAVE:** Sick leave is the authorized absence of the employee because of illness or injury or exposure to contagious disease.
- 9.3.1 **Accrual:** Sick leave with pay shall be earned by regular employees based on a forty (40) hour week of service from the anniversary date of employment. Sick leave accrued, but not used, shall carry over from one (1) fiscal year to another with no limit of accumulation.
- 9.3.2 **Rate of Accrual:** Full-time employees shall accrue sick leave on the basis of one (1) day for each month of continuous full-time service. To qualify for a month of service, the employee must be compensated for one-half (½) or more of the working days of a calendar month.
- 9.3.3 **Proration of Accrual:** A part-time employee shall accrue sick leave on a proportionate basis as his/her workweek relates to forty (40) hours.
- 9.3.4 **Credit/Adjustment:** At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. No sick leave shall be allowed while an employee is on layoff or leave of absence without pay. Employees who fail to return to service following illness must refund all amounts paid for unearned sick leave.
- 9.3.5 **Probationary Employees:** New probationary employees shall be granted one (1) day of sick leave for each month of employment for the first six (6) months.
- 9.3.6 **Rate of Pay:** Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 9.3.7 **Notification of Absence:** In order to receive compensation while absent on sick leave, the employee shall notify the District in accordance with procedures promulgated by the employee's department head or by the District. If no procedure is otherwise established, the employee shall notify his/her supervisor within the first working hour of the day of absence, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
- 9.3.8 **Notification of Return:** The employee shall notify his/her supervisor at least one (1) day prior to his/her expected return to work in order that any substitute employee may be terminated. If such notification is not given and both the employee and substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
- 9.3.9 **Medical Release:** To be eligible to return to work following paid or unpaid sick leave, a written statement from the employee's personal physician may be required. This statement shall be presented to the Office of Personnel Services. The physician's statement will contain the scheduled release date and will define any restrictions or limitations. This statement is required:
- 9.3.9.1 Of any employee whose absence extends beyond ten (10) working days. The statement shall give the diagnosis and prescribed treatment and an estimate of the expected duration of the illness.
- 9.3.9.2 Upon return from absence of ten (10) working days or more due to illness. The approval to return to work must reach the Office of Personnel Services one (1) working day prior to the employee's intended return.
- 9.3.9.3 Upon return from surgery or from illness requiring hospitalization, regardless of the duration of absence.
- 9.3.9.4 Of employees using casts or orthopedic devices at work.
- 9.3.9.5 Upon request of the department head when the employee's illness is of such a nature that the normal work assignment of the employee may impair recuperation or

may present a reasonable risk of continued aggravation to the injury or cause of illness.

- 9.3.10 **Holiday Exclusion:** If paid sick leave occurs on the working day immediately before and/or after a paid holiday, the holiday is not charged against sick leave.
- 9.3.11 **Layoff/Unpaid Leave Exclusions:** No sick leave shall be allowed while an employee is on layoff or leave of absence without pay.
- 9.3.12 **Extended Sick Leave Benefits:** Employees who have exhausted all accrued and advanced sick leave shall receive extended sick leave benefits subject to the following conditions:
- 9.3.12.1 Extended sick leave shall be paid at 50% of the basic salary rate.
- 9.3.12.2 Extended benefits shall be limited to 100 working days in each fiscal year. At the beginning of a fiscal year, 100 workdays shall be credited to the employee's account, whether or not the employee is currently drawing benefits subject to this rule.
- 9.3.12.3 Sick leave days at full pay in the excess of the amount earned in the current year shall be included in the 100 working days.
- 9.3.12.4 Other compensable leave, such as vacation, industrial illness leave, holidays, etc., shall not be counted toward the 100 workdays.
- 9.3.13 **No Sick Leave Payoff:** At the time of resignation or termination of employment, no payment or time off will be allowed for unused accumulated sick leave.
- 9.3.14 **Granting Of Additional Unpaid Leave:** After exhaustion of all paid leave, a permanent employee may be granted additional leave for six (6) months upon request and with the approval of the Board of Education. The additional leave may be extended for two (2) additional six (6) month periods.
- 9.3.14.1 An employee on unpaid leave shall not again become eligible for paid leave, because of the commencement of a new fiscal year, until he/she has rendered service.
- 9.3.15 **Exhaustion Of All Leaves:** If, at the conclusion of all paid or unpaid leave, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of thirty (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.
- 9.3.16 **Transfer From Another District:** Any new employee who has accumulated sick leave from another public school district in California may transfer the accumulated sick leave if the employee has been with the former district for one (1) year or more and the break in service was less than one (1) year.
- 9.3.17 **Health Insurance Coverage During Leave:** Employees of the District are entitled to a prepaid six (6) months continuation of fringe benefits in medical, dental, vision care, and life insurance plans while in a Board-approved medical or maternity leave status. The continuation of such fringe benefits shall begin on the last day worked and will terminate at the conclusion of the sixth calendar month or after exhaustion of all full pay leave, whichever is longer. Such benefits shall be in effect during the interim period between the expiration of the above described 100 days and the expiration of the six (6) month period of extended District benefit coverage, unless there is a personnel action terminating the employee prior to the six (6) months limitation of coverage.
- 9.4 **PERSONAL NECESSITY LEAVE:** In the event of a personal necessity, each employee shall be granted paid leave of absence to attend to events which are serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during his/her assigned hours of work, subject to the following conditions:

- 9.4.1 Any days used as personal necessity leave shall be deducted from the employee's sick leave balance.
  - 9.4.2 The total number of days allowed in any one (1) fiscal year shall not exceed ten (10) regular workdays.
  - 9.4.3 The employee shall use only that amount of time necessary to adequately alleviate the emergency.
  - 9.4.4 Personal necessity leave shall not be used for recreational purposes.
  - 9.4.5 The employee shall notify his/her supervisor at least seventy-two (72) hours in advance of taking such leave, unless an emergency makes such notice impossible.
- 9.5 **FAMILY ILLNESS LEAVE:** Three (3) days of leave per year without loss of salary or sick leave shall be allowed to any employee for an illness of a member of the employee's immediate family which is of a serious nature. An illness of a serious nature shall be an illness which an employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.
- 9.5.1 Three (3) days of accrued sick leave per year shall be allowed to any employee for the purpose of caring for an ill member of the employee's immediate family. This leave, combined with the leave set forth in Section 9.5 above shall be provided in conformance with the provisions of California Labor Code section 233.
- 9.6 **OCCUPATIONAL ACCIDENT/INJURY/ILLNESS LEAVE:** A permanent employee who is absent from duty for causes which have been determined by the District as constituting an occupational accident, injury, or illness shall be entitled to occupational accident, injury, or illness leave for up to sixty (60) days in any one (1) fiscal year. An employee is entitled to a maximum of sixty (60) days leave per accident, injury, or illness. Such leave is non-accumulative and may be taken only during those periods when the employee would normally be in a paid status.
- 9.6.1 **Reporting Biweekly:** An employee who is absent from work on account of an occupational accident, injury, or illness shall contact the District Workers' Compensation Office biweekly (every two [2] weeks) to report his/her progress towards returning to work.
  - 9.6.2 **Reduction Of Leave:** Occupational accident, injury, or illness leave shall commence on the first day of the absence and shall be reduced by one (1) day for each day of absence authorized by the medical report, regardless of any compensation award. When such leave overlaps into the following fiscal year, the employee shall be entitled to only the amount of unused leave remaining at the end of the fiscal year in which the accident, injury, or illness occurred.
  - 9.6.3 **Payment For Wages Lost:** Payment for wages lost as a result of absence due to occupational accident, injury, or illness, when added to an award granted the employee under the California Workers' Compensation and Insurance Laws, shall not exceed the regular salary of the employee. In the case of employees paid on an hourly basis, the normal wages for the day shall be based on the assigned work time of the employee.
  - 9.6.4 **Filing Initial Report:** Before salary payments will be made to an employee who is absent because of an occupational accident, injury, or illness, the proper report of the accident, injury, or illness must be completed on the form required by the Procedures Manual for Workers' Compensation and filed with the District Workers' Compensation Office.
  - 9.6.5 **Travel Limitations:** Any employee receiving benefits under these provisions shall, during the period of the leave, remain within the State of California unless out of state travel is authorized by the Board of Education.
  - 9.6.6 **Exhaustion Of Occupational Leave:** If an employee remains disabled after entitlement to

occupational accident, injury, or illness leave is exhausted, he/she shall then be placed on regular sick leave or other applicable leave. If, when an employee goes on regular sick leave or other type of leave, he/she is receiving a compensation award, he/she shall be entitled to use only as much of such other leave benefits as will, when added to the award, provide for a normal full day's wage or salary.

- 9.6.7 **Exhaustion Of All Paid Leaves:** If the employee is no longer receiving a Workers' Compensation award, but is still unable to return to work, he/she shall then be placed on regular sick leave or other available leaves. After the expiration of all paid leave, an employee who is unable to return to work may be granted additional leave without pay for six (6) months. Such leave may be extended for two (2) additional six (6) month periods at the discretion of the Board of Education.
- 9.6.8 **Physician's Statement:** An employee who has been absent from work under the provisions of this section must present a statement from a licensed physician to the Workers' Compensation Office prior to returning to work. The statement will contain the date the employee is released to return to work and will define any restrictions or limitations.
- 9.6.9 **Seniority Credit:** A period of leave under this provision, either paid or unpaid, shall not be considered to be a break in service for the employee; and the employee while on such leave, shall continue to receive seniority credit.
- 9.6.10 **Medical Reemployment List:** When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all available candidates, except for a reemployment list established in accordance with appropriate seniority requirements. If an employee's former class has ceased to exist during his/her absence, the employee shall be assigned to a vacant position in a comparable class for which qualified. If an employee who has been placed on such a reemployment list has been released for return to duty and fails to accept a position in his/her class, he/she shall be subject to dismissal.
- 9.7 **BEREAVEMENT LEAVE:** Employees shall be allowed regular pay for not more than three (3) working days when absent on account of the death of any member of the immediate family. Such leave may be extended to a maximum of five (5) days when travel beyond a 300-mile radius is necessary in connection with the bereavement.
- 9.8 **JURY DUTY LEAVE:** Leave of absence for jury service shall be granted to any employee in paid status, who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service.
- 9.8.1 **Pay:** The employee shall receive full pay while on leave provided that the jury service fee for such leave, with the exception of travel allowances, is assigned to the District. The jury service fee for such leave along with the subpoena or court certification must be filed with the District.
- 9.8.2 **Request For Leave:** Request for jury service leave should be made by presenting the official court summons to jury service to the Office of Personnel Services.
- 9.8.3 **Availability For Work:** An employee who has received a leave of absence under this provision shall make himself/herself available for work during the hours when his/her presence is not required. However, if an employee's work shift is other than between the hours of 7:00 a.m. and 5:00 p.m., the employee shall have the right to be excused from his/her assignment for a period of time equal to his/her required court duty.
- 9.9 **WITNESS LEAVE:** Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days in attendance in court as

certified by the clerk or other authorized officer of the court.

- 9.9.1 **Pay:** The employee shall receive full pay while on leave provided that the witness fee for such leave, with the exception of travel allowances, is assigned to the District. The witness fee for such leave along with the subpoena or court certification must be filed with the District.
- 9.9.2 **Request For Leave:** Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Office of Personnel Services.
- 9.9.3 **Availability For Work:** An employee who has received a leave of absence under this provision shall make himself/herself available for work during the hours when his/her presence is not required in court. However, if an employee's work shift is other than between the hours of 7:00 a.m. and 5:00 p.m., the employee shall have the right to be excused from his/her assignment for a period of time equal to his/her required court duty.
- 9.10 **PREGNANCY DISABILITY/MATERNITY LEAVE:** Absences of female employees for reasons related to pregnancy and convalescence following childbirth shall be treated as sick leave and are subject to the provisions of Article 9.3.
- 9.10.1 **Pregnancy Disability Leave:** Employees are entitled to use accumulated sick leave and are subject to the provisions of Article 9.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery thereof. Such leave shall not be used for childcare, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee's physician.
- 9.10.2 **Maternity Leave:** Female employees who desire a leave of absence for the purpose of remaining at home to care for a newborn infant are subject to the provisions of Article 9.15 (unpaid leave) or 9.20 (Family Care Leave).
- 9.11 **MILITARY LEAVE:** Employees, under official orders, who are called to duty or who volunteer in the armed services of the United States shall be granted military leave of absence for the period of such required service or enlistment.
- 9.11.1 **Pay:** Employees who have served one (1) year or more in the District shall be granted such leave with up to the first thirty (30) calendar days at full pay. Paid days shall not exceed thirty (30) days in one fiscal year. Employees who have not served one (1) year in the District shall be granted leave without pay.
- 9.11.2 **Effect On Benefits:** The employee's advancement on the salary schedule shall not be interrupted by military leave; he/she shall continue to accrue seniority for purposes of layoff due to lack of work, lack of funds, or abolishment of position, and for longevity vacation. However, no other fringe benefits such as sick leave or vacation shall accrue during such absence.
- 9.11.3 **Military Reserves:** Employees who are members of reserve corps, and who must temporarily be absent due to active military training, shall be granted temporary military leave of absence not to exceed 180 calendar days.
- 9.11.3.1 Employees who have been in the service of the District for one (1) year or more shall be granted such leave, with the first thirty (30) calendar days at full pay; and they shall not suffer loss of benefits of any kind nor shall they lose any rights granted other employees due to the absence. Employees who have not been in the service of the District for one (1) year shall be granted leave without pay.
- 9.11.3.2 An employee on military leave shall be reinstated in his/her regular position or a position in the same classification upon honorable discharge from the service.
- 9.11.3.3 An official document stating the date the employee must report for duty shall be submitted to the Office of Personnel Services prior to the granting of a leave of

absence under this provision.

- 9.12 **VISTA LEAVE:** Employees who volunteer to serve with VISTA may be granted leave of absence without pay for a maximum of two (2) years. An employee on VISTA leave shall be reinstated in his/her regular position or a position in the same class upon conclusion of the leave.
- 9.13 **STUDY LEAVE:** Employees who have completed seven (7) consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.
- 9.13.1 **Period Of Leave:** Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the Board of Education, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study leave eligibility. Any leave granted and taken under this provision shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- 9.13.2 **Application:** To secure a study leave, the employee must file an application with the Board of Education and must outline:
- 9.13.2.1 His/her work history with the District (e.g., positions held and length of service in each).
- 9.13.2.2 The length of leave requested and the time period in which the leave will be completed if granted.
- 9.13.2.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data.
- 9.13.2.4 Amount of compensation requested while on leave.
- 9.13.2.5 Service, if any, to be performed by the employee for the District during the leave.
- 9.13.2.6 The benefits to be derived by the District by granting the leave.
- 9.13.2.7 Willingness of the employee to provide a bond to the District as required by law.
- 9.13.2.8 Willingness to provide the District evidence of satisfactory study progress at agreed intervals during leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in immediate cancellation of the leave.
- 9.13.2.9 Agreement by the employee to report any employment during the leave to the Office of Personnel Services whom shall determine whether conflict exists with the purpose of the leave.
- 9.13.3 **Pay:** If a leave is granted under this provision, the employee will be paid, as a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and employee may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half (½) of the employee's formal rate of compensation and not more than full compensation.
- 9.14 **RETRAINING LEAVE:** In the event that the Board of Education contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced employees in

accordance with this provision.

9.14.1 **Eligibility:** To be eligible for retraining leave, an employee must:

9.14.1.1 Have served at least three (3) years in the District.

9.14.1.2 Be serving in a position which the District contemplates abolishing or show that the retraining will clearly benefit the District.

9.14.1.3 Indicate a willingness to undergo the prescribed training program.

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

9.14.2 **Prescribing Training:** The Board of Education shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

9.14.3 **Pay And Benefits:** The employee shall be considered permanent for all purposes during the period of the retraining program and shall receive normal compensation and benefits. The Board may prescribe duties, if any, to be performed by the employee on behalf of the District during retraining leave.

9.14.4 **Expenses:** The Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if the employee fails to complete the prescribed retraining program.

9.14.5 **Other Purposes:** The Board may establish retraining programs for other purposes and may grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three (3) year service requirement shall prevail.

9.15 **UNPAID LEAVE:** Leave of absence without pay may be granted to permanent employees by the Board of Education upon the written request of the employee and the approval of the Superintendent or his designated representative, subject to the following restrictions:

9.15.1 **Second Leave:** An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.

9.15.2 **Length:** Leave of absence shall not be granted for more than twelve (12) consecutive calendar months except as otherwise provided.

9.15.3 **Less Than Two Weeks:** Personal leave without pay may be granted to an employee by the employee's immediate supervisor for a period not to exceed two (2) weeks.

9.16 **ABSENCE FOR EXAMINATION:** Employees shall be permitted to be absent from duty during working hours in order to take any District examination for which they are qualified without deduction of pay or other penalty, provided the immediate supervisor is given prior notice.

9.17 **ABSENCE FOR IN-SERVICE TRAINING:** Permission to attend in-service activities related to the employee's assignment which would benefit the District shall be granted without loss of pay when approved by the supervisor.

9.17.1 Necessary expenses will be paid by the District when prior approval of the Board of Education has been received.

9.17.2 Payment will not be made for expenses incurred in connection with obtaining licenses, certificates or training required as a condition of employment.

9.18 **ABSENCE TO SERVE IN EXEMPT/TEMPORARY/LIMITED POSITION:** Any permanent employee

who accepts an assignment within the District to an exempt, temporary, or limited term position shall, during such assignment, be considered (for status purposes) as serving in his/her regular position; and such assignment shall not be considered separation from service. The employee may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited term position.

9.19 **HOLIDAYS:** The District agrees to supply employees with the holidays listed in Appendix C for the term of this Agreement. The date of each holiday is designated for employees who regularly work: (a) Monday through Friday; (b) Sunday through Thursday; (c) Tuesday through Saturday.

9.19.1 **Eligibility:** All employees will be entitled to payment for authorized holidays falling on days normally worked, provided that they were in a paid status during any portion of the day immediately preceding or succeeding the holiday.

9.19.2 **Pay:** The rate of pay shall be that which the employee received the day immediately preceding the holiday.

9.19.3 **Recess Periods:** Regular employees who are not normally assigned to duty during the spring and winter school recesses shall be paid for any holidays occurring during those periods, provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

9.19.4 **Non-Student Day:** Any non-student day shall be treated as a regular workday for classified employees.

9.19.4.1 On any school day during which students would otherwise have been in attendance but are not for emergency reasons, employees shall receive regular pay whether or not they are required to report for duty.

9.19.5 **Admission Day:** In lieu of Admission Day holiday, an employee may, with approval of the department head, take the Admission Day holiday on a day of his/her choice. School Session employees shall schedule the Floating Admission Day holiday, insofar as possible, not to interfere with school operations. All employees not taking the Admission Day holiday on the date the district has agreed to celebrate Admission Day, shall either take a day of annual vacation, or if work is available, work a normal work day.

9.20 **FAMILY CARE LEAVE:** All eligible employees are entitled to a family care leave for a total of up to 12 work weeks (60 work days) in any school year as set forth in state (California Family Rights Act) and federal (Family and Medical Leave Act) statutes for the following reasons: For the care of the employee's spouse, son/daughter, or parent who has a serious health condition; For a serious health condition that makes the employee unable to perform the job duties.

9.20.1 **DEFINITIONS (applicable to this provision)**

9.20.1.1 **Eligible employee:** Must have worked for the district for at least 1250 hours, which includes paid leave and/or family care leave, during the previous school year. Six-hour employees having one or more years of service meet the 1250-hour requirement.

9.20.1.2 **Spouse:** Legal husband or wife of the employee.

9.20.1.3 **Son or Daughter:** Biological, adopted, foster, stepchild, legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 18 years of age/older and incapable of self care because of mental/physical disability.

9.20.1.4 **Parent:** Biological parent of an employee or an individual who acted in loco parentis to the employee when the employee was under 18 years of age.

9.20.1.5 **Serious Health Condition:** An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

9.20.2 **PROCEDURE:** The leave request shall be submitted to the district not less than 30 calendar days prior to the commencement of the leave, when possible. Medical certification for serious health-related leaves shall state:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition, including the need for the leave.

9.20.3 **BENEFITS CONTINUATION:** The District will maintain all current medical, dental, vision, and life insurance benefits. If the employee fails to return to work, the District may recover its share of the insurance premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstances beyond the employee's control.

9.20.4 **ASSIGNMENT UPON RETURN:** Employee shall be entitled to return to the same location and position as before the family care leave in accord with Section 9.1.3.

9.20.5 **SPECIAL PROVISIONS:**

9.20.5.1 **Concurrent Paid Leave:** When an employee is on a Family Care Leave due to the serious health condition of the employee's spouse, son, daughter, or parent, he/she shall be paid full salary for the period of time equal to the balance of his/her family illness leave, accumulated sick leave, and/or vacation. When an employee is on a family care leave due to the birth/adoption/foster care of the employee's son/daughter, he/she shall be paid full salary for that period of time equal to the balance of his/her family illness, personal necessity, and/or vacation leaves.

9.20.5.2 **Pregnancy/Disability Leave:** At the conclusion of a pregnancy/ disability leave, an employee may elect to take family care leave.

9.20.5.3 **Both Parents Taking Family Care Leave:** When spouses are both employed by the District, the family care leave is limited to an aggregate of 12 work weeks if such leave is taken for the birth/adoption/ foster care of a son or daughter.

9.20.5.4 **Unpaid Leaves:** Unpaid leaves taken in accord with Family and Medical Leave shall supersede provisions of Section 9.15.1.

9.20.5.5 **PERS Service Credit:** If and when legislation and PERS Regulations permit, employees may purchase PERS retirement service credit for the period of unpaid Family and Medical Leave.

## ARTICLE 10 - HEALTH AND WELFARE BENEFITS

The District and the Unit are committed to maintaining a quality health and welfare benefits program for all employees. The parties agree to a good faith effort and commitment to maintain a program which is comprehensive and cost-effective.

### 10.1 **MEDICAL PLANS**

10.1.1 The District shall provide employees who work 20 or more hours per week and eligible dependents with a medical services insurance plan. The employee shall have a choice from among no less than three plans (Fee for Service, Exclusive Provider Organization, Health Maintenance Organization) provided by the District.

Plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

**SCHEDULE OF BENEFITS**  
**Medical Plans**

- A. Fee for Service
1. Plan Maximum .....\$1,250,000 lifetime per plan member with automatic restoration of up to \$1000 per calendar year
  2. Plan Deductible .....\$250 per non-PPO inpatient hospital admission
  3. Plan Co-Pays
    - a. Doctor Visits .....\$20 per visit
    - b. Drugs
      - Tier 1 (most generic & selected over-the-counter) ..... \$3
      - Tier 2 (brand name without generic equivalent & selected generic) ..... \$8
      - Tier 3 (selected medications within therapeutic class) ..... \$20
  4. Plan Co-Insurance
    - a. Preferred Provider (PPO) ..... 80% / 20%
    - b. Non-PPO Provider ..... 70% / 30%
  5. Plan Co-Insurance Maximum .....\$4000 per calendar year per enrollee
  6. Benefits Subject to Inside Limits
    - a. Accident ..... 100% of first \$500 - \$500 per case
    - b. Inpatient Mental ..... 60 days per calendar year
    - c. Outpatient Mental @ 50% ..... Up to 50 visits per year
    - d. Plan Cap\* .....\$600 per day maximum per non-PPO inpatient/outpatient hospital and/or free-standing surgical center admission
    - e. Routine Preventative Procedures - (adults only) .....\$200 per calendar year
    - f. Hospice .....60 day maximum
- B. Health Maintenance Organization (HMO), Exclusive Provider Organization (EPO)
1. Hospital Care - Medical/Surgical .....100%
  2. Outpatient Care - Medical/Surgical ..... 100%
  3. Plan Co-Pays
    - a. Doctor Visits .....\$20 per visit
    - b. Emergency Room Treatment .....\$50 per visit
    - c. Drugs
      - Tier 1 (most generic & selected over-the-counter) ..... \$3 (EPO)
      - Tier 2 (brand name without generic equivalent & selected generic) ..... \$8 (EPO)
      - Tier 3 (selected medications within therapeutic class) ..... \$20 (EPO)
      - HMO .....as per plan contracts

10.1.2 The District shall provide a medical services insurance plan for retiring employees to age 65 and for disabled employees, age 50 or older. The retiring or disabled employee shall have a choice from the plans provided by the District. The retiring employee must have served at least ten consecutive years immediately preceding retirement, and reached age 55 when service to the District terminated. The disabled employee must have served 15 consecutive years in the District. A District-approved leave shall not constitute a break in service for the purpose of eligibility for this benefit. Retirement is defined as resignation from District employment with a monthly retirement allowance from the Public Employees Retirement System (PERS).

10.1.3 The District shall provide medical insurance for the spouse of an employee who qualifies for the provisions in 10.1.2.

10.1.3.1 Other eligible dependents of employees who qualify for the provisions in 10.1.2 may continue membership in the District health plan at the GGUSD group rate, provided that they arrange to pay the necessary premium directly to the district.

10.1.4 Pre-authorization is required in the fee-for-service medical plan for outpatient services as indicated in the Summary Plan Description.

10.1.5 The prescription drug card within the fee-for-service plan has a limitation of a 30-day supply of drugs at any one time, except that a 90-day supply for two co-pays\* may be obtained through a mail-order pharmacy when deemed necessary by a medical doctor.

10.1.6 The District will provide employees access to an 800 number for medical questions.

10.1.7 The medical and dental fee-for-service plans will include a third party recovery clause for all employees and a pre-existing condition clause in the medical plan for new hires.

\* Effective 10/01/04

## 10.2 DENTAL PLANS

10.2.1 The District shall provide employees who work 20 or more hours per week and eligible dependents with a dental services insurance plan. The employee shall have a choice from between two plans (Fee for Service and Pre-Paid) provided by the District.

The plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

### SCHEDULE OF BENEFITS Dental Plans

#### A. Fee-for-Service Dental

##### 1. Dental

- |                    |                          |
|--------------------|--------------------------|
| a. Plan Maximum    | \$1500 per calendar year |
| b. Plan Deductible | \$25 per calendar year   |
| c. Co-Insurance    | 90% / 10%                |

##### 2. Orthodontia

- |                 |                         |
|-----------------|-------------------------|
| a. Plan Maximum |                         |
| Payment up to:  | \$700 per calendar year |
| Payment up to:  | \$2800 lifetime         |
| b. Co-Insurance | 50% / 50%               |

#### B. Pre-Paid Dental

##### 1. Dental

- |                            |     |
|----------------------------|-----|
| a. Preventative Procedures |     |
| Co-Pay                     | -0- |
| b. Restorative Dentistry   |     |
| Co-Pay                     | -0- |
| c. Crowns/Bridges Co-Pay   | -0- |
| (gold excluded)            |     |

##### 2. Orthodontia (banding only)

- |               |                         |
|---------------|-------------------------|
| a. Co-Payment | \$1500 up to age 23     |
| b. Co-payment | \$2000 age 23 and above |

### 10.3 VISION PLAN

10.3.1 The District shall provide employees who work 20 or more hours per week and eligible dependents with a vision insurance plan. The plan shall be special "Plan B" of California Vision Services, or its equivalent, except that tinted or photo-chromatic lenses shall be covered by the plan. The plan will provide as outlined in the following schedule, to be administered as set forth in the Summary Plan Description.

#### **SCHEDULE OF BENEFITS Vision Plan**

<b>A. Frequency of Services</b>	
1. Examinations	12 months
2. Lens/Contacts	12 months
3. Frames	24 months
<b>B. Deductible</b>	
1. Examinations/Lens/Frames	\$10
2. Cosmetic Contacts	\$50
<b>C. Special Provisions</b>	
1. Cosmetic Contacts	
2. Tints	
3. Non-Panel Doctor Reimbursement	

### 10.4 LIFE INSURANCE

10.4.1 The District shall provide all eligible employees with a \$50,000 term life insurance policy, to include a provision for dependent life coverage and an age reduction schedule complying with Age Discrimination Act regulations.

10.4.1.1 Supervisory Unit employees shall receive a supplemental \$20,000 life insurance policy paid for by the District.

### 10.5 LIMITATION OF BENEFITS

10.5.1 All health and welfare benefits shall be maintained and premium increases shall be paid by the District for the duration of this contract.

10.5.2 In order to receive the medical, dental, and vision benefits package described in Sections 10.1.1, 10.2.1, and 10.3.1, all eligible employees enrolled in the group health program shall make a tenthly payroll deduction contribution based upon the following schedule:

Employee - \$30  
Employee with one dependent - \$70  
Employee with two/more dependents - \$95

10.5.3 An employee who is eligible to receive the medical benefits described in Sections 10.1.2 and 10.1.3 shall make a yearly contribution based on the following schedule:

Employee - \$240  
Employee and spouse - \$560

### 10.6 DURATION OF BENEFITS

10.6.1 The benefits provided in this Article shall remain in effect during the term of this Agreement.

10.6.2 The Unit shall be consulted before any change in carriers or administrators of the health and

welfare benefits plan is made.

- 10.6.3 Employees who are absent on account of leaves covered in Article 9, Sections 9.3, 9.6, and 9.10 of this agreement, and who have exhausted their accumulated sick leave, shall continue to receive full health and welfare benefits paid by the District for six months from the first day of the month following the last day worked, or until exhaustion of all full pay leave, whichever is longer.
- 10.6.4 Employees on District-approved leaves of absence without pay shall be given the option of converting to a health and welfare benefit plan for the period of the leave, at the employee's expense.
- 10.6.5 An employee who is receiving benefits and is expected to return to work at the beginning of the next school year, will have continuous coverage until October 1, unless the employee subsequently gives notice of intent to terminate, in which case coverage ends on the first day of the month following such notice.

## 10.7 MISCELLANEOUS

- 10.7.1 Each employee in the bargaining unit shall receive from the District a full explanation of all health and welfare benefits - including carriers, coverage, and other pertinent information.
- 10.7.2 Examinations for tuberculosis will be required every four years. The examination may be either an x-ray or approved intra-dermal tuberculin skin test. The District shall arrange and pay for these tests.
- 10.7.3 Employees will be provided the opportunity annually to change health plans during a 30-day open enrollment period.
- 10.7.4 Employees will be provided the opportunity to terminate coverage for themselves, or any eligible family member, the first of the month following the submission of a written request to cancel coverage. The enrollment of eligible employees and family members will be in accordance with the Summary Plan Description and shall include the following:
  - 1. First of the month following the elected change during the 30 day annual open enrollment period.
  - 2. For new spouse, the first of the month following date of marriage.
  - 3. Newborns coverage from date of birth.
  - 4. An employee, spouse, or child with coverage outside of the District whose coverage was terminated as a result of the spouse's termination of employment could be enrolled the first of the month following the date of termination of benefits.

Change requests for items 2, 3, and 4 to be submitted in writing within 30 days of the date of marriage, birth, or termination of benefits.

- 10.7.5 The District and the Association agree to participate in an ongoing study, analysis, and education program in health benefits. At least four insurance newsletters shall be prepared and distributed to employees each school year.
- 10.8 EMPLOYEE PAYROLL DEDUCTIONS: Employees may participate in any tax sheltered annuity/deferred compensation life insurance plan and/or shares in a regulated investment company of their choice with the District providing payroll deductions for this purpose.
  - 10.8.1 Employees may participate in Association sponsored group health, dental, and life insurance plans of their choice with the District providing payroll deduction for this purpose.
  - 10.8.2 Employees may participate in a 125 Flexible Benefit Program for the employee contribution to the Health Services Insurance Plan, medical reimbursement including eligible over-the-counter purchases\* (to a maximum of \$2500 per year), and dependent care expenses with the District

providing payroll deduction for this purpose. (\*Effective 10/1/2004)

## ARTICLE 11 - WAGES

- 11.1 **SALARY PLAN:** The salary plan for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. Appendix D is a list of all classes and the current salary range to which they are assigned. The district agrees to maintain the 2002-2003 salary schedule with a 0% increase for the 2003-04 school year.
- 11.2 **INITIAL PLACEMENT:** The hiring rate for all new employees shall be the first step of the appropriate salary range, except for such classes where an accelerated hiring rate has been approved. When the previous experience of a new employee so warrants, the employee may be hired at the second or third step of the salary range.
- 11.3 **STEP ADVANCEMENT:** All employees shall be eligible for a step advancement on their anniversary date to the maximum step of the salary range.
- 11.4 **ANNIVERSARY DATE:** An employee's anniversary date is established as follows:
- 11.4.1 For appointments made between the first and fifteenth day of the month, the anniversary date shall be the first day of that month.
- 11.4.2 For appointments made between the sixteenth and final day of the month, the anniversary date shall be the first day of the following month.
- 11.4.3 Anniversary dates so established shall be extended due to unpaid leave of absence in excess of two weeks.
- 11.5 **PROMOTION:** An employee who receives a promotion shall be placed on the first step of the salary range for the new class which is equal to or above a one-step increase over the employee's current rate, except that an employee may be placed on the last step of the appropriate range if that is the maximum allowable for the class.
- 11.5.1 Upon promotion, the employee shall retain his/her anniversary date.
- 11.6 **VOLUNTARY DEMOTION:** An employee who accepts voluntary demotion shall be placed on the step of the range in the lower class which is closest to the rate earned in the higher class, provided that there shall be no salary increase.
- 11.6.1 Upon voluntary demotion, the employee shall retain his/her anniversary date.
- 11.7 **TRANSFER:** When an employee is transferred from one position to another in the same class or in a class with the same salary range, he/she shall retain the same step and anniversary date.
- 11.8 **LONGEVITY ANNIVERSARY INCREMENTS:** Employees in the bargaining unit shall be eligible for the following longevity increments:
- 11.8.1 **10th Year - 2.5%:** Beginning with the tenth year of service an employee shall receive an additional 2.5% of his/her regular salary range and step.
- 11.8.2 **15th Year - 5.0%:** Beginning with the fifteenth year of service, an employee shall receive an additional 2.5% for a total of 5% of his/her regular salary range and step.
- 11.8.3 **20th Year - 7.5%:** Beginning with the twentieth year of service, an employee shall receive an additional 2.5% for a total of 7.5% of his/her regular salary range and step.
- 11.9 **MILEAGE:** Employees whose responsibilities require travel to more than one site or who use their own vehicles for District authorized activities shall receive, if requested, mileage reimbursement at the

current IRS rate.

11.9.1 Reimbursement shall be allowed for mileage accrued beyond that required for one round trip to the employee's regular work site.

- 11.10 **SPECIAL RATES:** All special rates for the following jobs will be paid at four (4) ranges above the employee's current step: Asphaltting, Cement Work (3 yards or more), Chipper, Roofing, Sandblasting.
- 11.11 **NIGHT DIFFERENTIAL PAY:** All employees whose regular assignment requires them to work at least one-half (½) of their regular shift between the hours of 5:00 p.m. and midnight shall receive night differential pay of 2.5% above their regular hourly rate of pay for each hour worked. All employees whose regular assignment requires them to work at least one-half (½) of their regular shift between the hours of midnight to 7:00 a.m. shall receive night differential pay of 3.0% above their regular hourly rate of pay for each hour worked.
- 11.11.1 **Effective Date Of Night Differential:** An employee will begin earning night differential pay on the first day that the employee is assigned to work at least one-half (½) of his regular shift between the hours of 5:00 and 7:00 a.m.
- 11.11.2 **Termination Date Of Night Differential:** Night differential pay shall terminate on the first day that the employee is assigned to the day shift, except that an employee temporarily (20 working days or less) assigned to the day shift in the same classification, shall not lose the pay differential.
- 11.11.3 **Differential Rate And Promotions:** For purposes of promotion, the rate of pay for any employee receiving night differential pay shall be considered the employee's regular range and step excluding the differential pay.
- 11.12 **WORKING OUT OF CLASS:** A permanent employee who is assigned to work out of classification, to perform the duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification that is equal to or above a one step increase in salary, provided the assignment is for five working days in a twelve (12) day period.
- 11.12.1 **Retroactive:** Compensation at the higher rate shall commence on the sixth working day and be retroactive to the first day.
- 11.12.2 **Vacation Period And Full Responsibilities:** This section shall not be construed to include employees who are assigned to fill in during vacation periods, but who are not given full responsibility for the duties of the higher classification.
- 11.13 **EMPLOYEE SUPPLIES AND MATERIALS:** The District will provide employees with supplies, tools, and materials to perform their duties.
- 11.13.1 **Prior Written Approval:** Employees may not use personally owned supplies, tools, and materials to perform their duties without prior written approval of the appropriate department head.
- 11.13.2 **District Required Tools:** Notwithstanding the above, if the District requires employees to furnish supplies, tools and/or materials to perform assigned duties, the District will provide a safe place to store such supplies, tools and materials. If such supplies, tools and/or materials are lost, the District will replace them in kind, if the employee's negligence did not contribute to the loss.
- 11.13.3 **Tool Allowance:** Employees who, as a condition of employment are required to have their own tools, shall be eligible to receive up to \$300 per fiscal year to replace broken or worn out tools under the following conditions:
- 11.13.3.1 The employee has been in that position for a period of one (1) year.

11.13.3.2 The employee's tool inventory must be placed on file with the supervisor/manager.

11.13.3.3 Proof must be shown that the employee has replaced or added to the basic tool inventory.

11.13.3.4 The inventory must be updated annually and verified with the supervisor/manager prior to an employee receiving payment.

11.14 **EMPLOYEE PERSONAL PROPERTY:** The District shall replace or reimburse employees for the cost of replacing or repairing personal property damaged or lost in the performance of their duties under the following conditions:

11.14.1 The property is the type that is necessarily worn by the employee.

11.14.2 The property was lost or damaged through no fault of the employee.

11.14.3 The value of the property, which shall be determined as of the time of loss or damage, is greater than \$50.00 and less than \$750.

11.14.4 The employee will use all other available methods to recover compensation before making a claim against the District.

11.15 **PROFESSIONAL GROWTH PROGRAM:** The Professional Growth Program is designed to provide an opportunity for professional and personal growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general and/or specific value to the District. The program will allow employees the opportunity to increase skills and earn salary advancement. See Professional Growth Forms, Appendix E1 and E2.

11.15.1 **Eligibility:** All regular full or part-time employees are eligible to participate in the Professional Growth Program after completion of their initial probationary period.

11.15.1.1 Course work commenced prior to July 1, 1985 may not be used towards earning a professional growth salary increment.

11.15.1.2 Employees must have completed three (3) years of service in order to receive the first professional growth increment.

11.15.1.3 An employee is eligible to receive one (1) professional growth increment for each fifteen (15) professional growth points he/she has accumulated.

11.15.2 **Earning Professional Growth Points:** Professional growth points are earned as follows:

11.15.2.1 One (1) point for each full semester unit for courses taken at a community college or university (2/3 of a point for each quarter unit).

11.15.2.2 One (1) point for each sixteen (16) hours of classroom instruction for ROP, adult education or trade school classes where college equivalent units are not granted.

11.15.2.3 One point for each sixteen (16) hours of attendance at job related lectures, training programs, seminars, and District workshops.

11.15.3 **Receiving Credit For Points:** In order to receive credit:

11.15.3.1 Course work must be taken at accredited schools.

11.15.3.2 Training sessions, job related lectures, seminars and workshops must be approved by the employee's department head.

- 11.15.3.3 Classes and/or training sessions may not be taken during the employee's regular work hours.
- 11.15.3.4 All courses required for a degree are acceptable for job related courses if prior approval of the degree program is obtained from the Office of Personnel Services.
- 11.15.4 **Professional Growth Increments:** An employee will receive a salary increment of thirty-five (35) cents per hour for each fifteen (15) professional growth points accumulated. At least twelve (12) of the fifteen (15) points must be job related. The remaining three (3) points may be in the area of personal growth.
  - 11.15.4.1 Courses determined to be recreational are not creditable toward professional growth points.
  - 11.15.4.2 A minimum of two (2) years must elapse before an additional increment can be earned.
  - 11.15.4.3 An employee can earn a maximum of four (4) professional growth increments.
- 11.15.5 **Program Administration:** The Office of Personnel Services shall be responsible for the administration of the Professional Growth Program. In order to receive credit, employees must submit verification of completed course work or training.
  - 11.15.5.1 The Office of Personnel Services will maintain a permanent record of points accumulated and will notify employees if credit for courses or training has been approved.
  - 11.15.5.2 In order to receive credit, a course must be completed with a passing grade of "C" or better. In courses where grades are not given, certification of satisfactory completion must be submitted.
  - 11.15.5.3 The Office of Personnel Services shall notify the Payroll Department and the employee when professional growth increments have been earned.
- 11.15.6 **Professional Growth Committee:** A Professional Growth Committee shall be established. This committee will include two (2) Supervisory Unit and two (2) District representatives. This committee will be responsible for maintaining a list of job related fields of study which will serve as a guideline in determining whether or not a particular course or training program is job related. Individual course approval will be given by the employee's department head and reviewed for final approval by the Office of Personnel Services. Courses not approved may be appealed to the Professional Growth Committee. Final approval will rest with the Superintendent.
- 11.16 **SUPERVISORY DEVELOPMENT:** Each employee shall have the opportunity to attend and be compensated for an annual maximum of 15 hours of supervisory development activities beyond the work-year, work-week, or work-day, at the current step of their classification. See Appendices E-3, E-4 and E-5.

## ARTICLE 12 - SUPERVISORY UNIT RIGHTS

- 12.1 **ACCESS:** The Unit shall have the right of access to areas in which employees work before or after working hours or lunch breaks with the approval of the immediate supervisor of the work location.
- 12.2 **BULLETIN BOARDS/MAIL SERVICE:** The Unit shall have the right to use institutional bulletin boards, mailboxes, and the District mail service, subject to the following regulations:
  - 12.2.1 At least a portion of one (1) bulletin board at each work location shall be provided for the Unit use.

- 12.2.2 Materials to be posted on designated bulletin boards shall be dated and have proper Unit identification.
- 12.2.3 Materials to be sent through the District mail service shall be dated, have proper Supervisory Unit identification, and shall be routed to the Director of Classified Personnel or designee before mailing.
- 12.2.4 Information distributed through the District mail or posted on designated bulletin boards shall be reasonable.
- 12.3 **DISTRICT FACILITIES**: The Unit shall have the right to use District facilities according to the rules and regulations of the Civic Center Act.
- 12.4 **BUDGET/FINANCIAL REPORT**: The Unit shall be provided, on request, with a copy of any official budget or financial report necessary to the negotiation process.
- 12.5 **RELEASE TIME**: The Unit shall receive as a maximum each year, fifty (50) released days, plus one-eighth (1/8) day per member of the bargaining unit, for the purposes of meeting and negotiating, and for the processing of grievances, and contract administration during the term of this contract.
- 12.6 **PRINTING OF CONTRACT**: As soon as possible, the District shall provide each employee in the bargaining unit covered by this Agreement with copy of the new Agreement. The cost of the publication shall be equally divided between the Unit and the District.
- 12.7 **MAINTENANCE OF MEMBERSHIP**: The right of payroll deduction for payment of organizational dues shall be accorded exclusively to the Supervisory Unit. Any employee who is a member or becomes a member of the Supervisory Unit shall have dues deductions made by the District. Authorized dues deductions shall be non-revocable during the period of this contract as long as the employee is part of the bargaining unit. Such authorized deductions shall continue when a member returns from unpaid leave. Employees may drop membership in the Supervisory Unit by submitting a request to discontinue membership to the Office of Personnel Services during the thirty (30) calendar day period immediately succeeding the expiration of the current contract. No other revocation period will be allowed.

#### ARTICLE 13 - DISTRICT RIGHTS

- 13.1 **DISTRICT RIGHTS**: The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California. The exercise of these powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

#### ARTICLE 14 - SAVINGS PROVISION

- 14.1 **SAVINGS PROVISION**: If any provisions of this Agreement are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 15 - COMPLETION OF MEET AND NEGOTIATE

15.1 **ENTIRE AGREEMENT AND CONCLUSION OF NEGOTIATIONS:** This Agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in the Agreement or not, for the term of this Agreement, except for reopeners on Article 10 - Health and Welfare Benefits and Article 11 - Wages during 2004-05 and 2005-06, and the Classified Personnel Calendar, and one other article for each party during 2005-06.

Linda Reed  
For the District

James P. Cooper  
For the Supervisory Unit

\_\_\_\_\_  
Date

7/20/04  
Date

**BARGAINING UNIT INCLUSIONS AND EXCLUSIONS****BARGAINING UNIT INCLUSIONS**

Accounting Supervisor  
 Building Supervisor  
 Bus & Truck Shop Supervisor  
 Bus Driver Training Supervisor  
 Computer Operations Supervisor  
 Construction Maintenance Supervisor  
 Custodial Operations Supervisor  
 Equipment Repair Supervisor  
 Food Service Manager  
 Food Service Operations Manager  
 Grounds Maintenance Supervisor  
 Lead Bus & Truck Mechanic  
 Maintenance & Operations Coordinator  
 Mechanical Repair Supervisor  
 Network Systems Supervisor  
 Painting Supervisor  
 Payroll Supervisor  
 Personnel Operations Supervisor  
 Plant Supervisor I & II  
 Print Shop Supervisor  
 Purchasing Supervisor  
 Sprinkler Repair Supervisor  
 Structural Repair Supervisor  
 Systems & Programming Supervisor  
 Theatrical Services Supervisor  
 Transportation Dispatcher  
 Transportation Operations Supervisor  
 Warehouse Supervisor

**MANAGEMENT EXCLUSIONS**

Assistant Director of Food Services  
 Asst. Director, Maint., Oper. & Transp.  
 Asst. Superintendent, Business Svcs.  
 Business Manager  
 Director of Business Services  
 Director of Facilities & Planning  
 Director of Food Services  
 Director of Information Systems  
 Director of Maint., Operations & Transp.  
 Fiscal Services Manager  
 Information Systems Manager  
 Personnel Director  
 Public Information Specialist

**CONFIDENTIAL EXCLUSIONS**

Accountant  
 Accounting Supervisor (Budget)  
 Administrative Secretary  
 Fiscal Services Coordinator  
 Personnel Analyst  
 Personnel Secretary  
 Position Control Technician  
 Secretary to the Superintendent

**EXEMPTED UNDER ED. CODE 45256**

ASB Worker  
 Noon Duty Supervisor  
 Noon Duty Supervisor B  
 Special Student Services - A/B  
 Student Worker  
 Student Worker - College  
 Student Worker - Trainee  
 Substitute Classifications

**CSEA UNIT EXCLUSIONS**

Accounting Technician I & II  
 Assistant Buyer  
 Assistant Network Technician  
 Assistant Programmer  
 Athletic Equipment Attendant  
 Auditorium Attendant  
 Automotive Parts Clerk  
 Automotive Trimmer  
 Baker  
 Benefits Specialist  
 Bilingual Specialist  
 Bilingual Testing Clerk  
 Breakfast Worker  
 Building Maintenance Worker  
 Bus & Truck Mechanic  
 Bus Driver  
 Bus Driver Trainer  
 Buyer  
 Cabinetmaker  
 Campus Safety Assistant  
 Carpenter I & II  
 Carpet Layer  
 Central Office Clerk I & II  
 Central Office Receptionist  
 Claims Adjuster  
 Clerical Specialist I, II, & III  
 Comm. Outreach Spec. I & II  
 Computer Operator  
 Computer Operator Trainee  
 Computer Resource Assistant  
 Cook  
 Cook-Baker Trainee  
 Credentials Technician  
 Custodian  
 Data Entry Clerk I & II  
 Delivery Truck Driver  
 Electric Motor Mechanic  
 Electrician  
 Electronic Technician  
 Elementary School Secretary  
 Evaluation Specialist  
 Food Service Worker I & II  
 Furniture Repairer  
 General Maintenance Worker  
 Glazier  
 Grounds Equipment Mechanic  
 Grounds Equip Operator I & II  
 Groundskeeper-Gardener  
 H.V.A.C. Technician I & II  
 Head Custodian I  
 Health Assistant  
 Instructional Aide

Instructional Aide I & II - Sp. Ed.  
 Instruct. Aide - Cont. & Altern. Ed.  
 Instructional Materials Specialist  
 Intermediate Programmer  
 Intermediate School Secretary  
 Job Placement Specialist  
 Kitchen Equipment Mechanic  
 Laundry Worker  
 Lead Credentials Technician  
 Lead Custodian  
 Lead Food Service Worker  
 Lead Groundskeeper-Gardener  
 Lead Warehouse Worker  
 Library Media Technician I  
 Library Clerk  
 Locksmith  
 Machinist  
 Mechanical Maintenance Worker  
 Mechanic's Helper  
 Media Services Clerk I & II  
 Network Analyst  
 Network Technician  
 Nursery Aide  
 Offset Press Operator I & II  
 Painter  
 Painter Helper  
 Plumber I & II  
 Pool Maintenance Worker  
 Production Control Specialist  
 Programmer Analyst  
 Purchasing Clerk  
 Receptionist - Cosmetology  
 School Accounting Technician  
 School-Community Liaison Wkr  
 School Office Clerk I & II  
 School Testing Clerk  
 School Testing Specialist  
 Secretary I, II, & III  
 Senior Computer Operator  
 Senior Custodian  
 Senior Programmer Analyst  
 Senior School Secretary  
 Small Appliance Technician  
 Special Education Assistant  
 Speech/Language Pathology Ass't.  
 Sprinkler Repair Technician I & II  
 Stock Clerk I & II  
 Summer School Secretary  
 Tile Setter  
 Tool Clerk I & II  
 Tree Trimmer  
 Visually Handicapped Specialist  
 Vocational Specialist  
 Welder

## SUPERVISORY CLASSIFIED VACATION SCHEDULE

YEARS OF SERVICE	12 MONTHS	11 MONTHS	10.5 MONTHS	10 MONTHS	SCHOOL SESSION
LESS THAN 8	15.0	13.5	13.0	12.5	11.5
MORE THAN 8	22.0	20.0	19.0	18.0	16.5

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PERSONNEL CALENDAR  
2003-2004**

APPENDIX C

HOLIDAYS	REGULAR SCHEDULE	TUES-SAT SCHEDULE
Independence Day	Fri, 07/04/03	Fri, 07/04/03
Labor Day	Mon, 09/01/03	Sat, 08/30/03
Veterans' Day	Tues, 11/11/03	Tues, 11/11/03
Thanksgiving Day	Thurs, 11/27/03	Thurs, 11/27/03
Day After Thanksgiving	Fri, 11/28/03	Fri, 11/28/03*
Christmas Day	Thurs, 12/25/03	Thurs, 12/25/03
Local Holiday	Fri, 12/26/03	Fri, 12/26/03*
New Year's Day	Thurs, 01/01/04	Thurs, 01/01/04
Local Holiday (in lieu of Admission Day)	Fri, 01/02/04	Fri, 01/02/04*
Dr. Martin Luther King, Jr. Day	Mon, 01/19/04	Sat, 01/17/04
Lincoln Day	Fri, 02/13/04	Fri, 02/13/04
Washington Day	Mon, 02/16/04	Sat, 02/14/04
Good Friday	Fri, 04/09/04	Fri, 04/09/04
Memorial Day	Mon, 05/31/04	Sat, 05/29/04

\* Employees work at the regular rate of pay on the previous Monday, in lieu of a day off on Saturday.

**OPENING DATES:**

**School Session Employees**

ROP Clerk (H.S.)	Mon, 08/25/03
Food Service Manager	Fri, 08/29/03
Cook, Baker, & Bus Driver	Tues, 09/02/03
Other Food Service Employees	Wed, 09/03/03
All Aides, Comm. Outreach Spec., Computer Resource Asst., Health Asst., Library Media Tech. I, Sch. Comm Liaison Wkr., School Office Clerk I (except elementary), Vocational Spec.	Thurs, 09/04/03

**10 Month Employees**

Elementary School Clerk, High School Attendance, Instructional Services Center	Mon, 08/25/03
Intermediate School Clerk I (6 hr/day), Office of Special Ed.	Tues, 09/02/03
High School (except Attendance) & 7-12 Instruction	Tues, 09/02/03
All Other District Office, Adult Ed. & ROP	Tues, 09/02/03

**10.5 Month Employees**

	Fri, 08/15/03
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**11 Month Employees \*\***

**OTHER DATES:**

First Day for Students	Thurs, 09/04/03
Non-Student Day (Regular Workday For All Classified Employees)	Fri, 12/05/03
Non-Student Day (Regular Workday For All Classified Employees)	Fri, 01/30/04
Last Day for Students	Wed, 06/16/04
Winter Recess	Mon, 12/22/03 - Fri, 01/02/04
Spring Recess Period	Mon, 04/12/04 - Fri, 04/16/04

**LAST DAY OF WORK:**

**School Session Employees**

Instructional Aides & Campus Aides (CHEC & LEC only)	Thurs, 06/10/04
All Aides (except CHEC/LEC), Bus Driver, Computer Resource Asst., Food Service (except mgrs.), School Community Liaison Worker, Vocational Specialist	Wed, 06/16/04
Community Outreach Specialist, Food Service Manager, Health Assistant, Library Media Tech. I, ROP Clerk (H.S.), School Office Clerk I (except elementary)	Thurs, 06/17/04

**10 Month Employees**

Elementary School Clerk, Instructional Services Center	Wed, 06/23/04
High School Attendance	Fri, 06/25/04
Office of Special Ed. Services, Intermediate School Clerk	Wed, 06/30/04
High School (except Attendance) & 7-12 Instruction	Wed, 06/30/04
All Other District Office, Adult Ed. & ROP	Wed, 06/30/04

**10.5 Month Employees**

	Wed, 06/30/04
--	---------------

**11 Month Employees**

	Wed, 06/30/04
--	---------------

\*\* 11 month employees will start either July 1 or August 1 depending on the month they are off (based on the needs of the worksite).

07/02/03

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PERSONNEL CALENDAR  
2004-2005**

APPENDIX C

HOLIDAYS	REGULAR SCHEDULE	TUES-SAT SCHEDULE
Independence Day	Mon, 07/05/04	Sat, 07/03/04
Labor Day	Mon, 09/06/04	Sat, 09/04/04
Veterans' Day	Thurs, 11/11/04	Thurs, 11/11/04
Thanksgiving Day	Thurs, 11/25/04	Thurs, 11/25/04
Day After Thanksgiving	Fri, 11/26/04	Fri, 11/26/04*
Local Holiday	Thurs, 12/23/04	Fri, 12/24/04
Christmas Day	Fri, 12/24/04	Sat, 12/25/04
Local Holiday (in lieu of Admission Day)	Thurs, 12/30/04	Fri, 12/31/04
New Year's Day	Fri, 12/31/04	Sat, 01/01/05
Dr. Martin Luther King, Jr. Day	Mon, 01/17/05	Sat, 01/15/05
Lincoln Day	Fri, 02/11/05	Sat, 02/12/05
Washington Day	Mon, 02/21/05	Sat, 02/19/05
Good Friday	Fri, 03/25/05	Fri, 03/25/05*
Memorial Day	Mon, 05/30/05	Sat, 05/28/05

\* Employees work at the regular rate of pay on the previous Monday, in lieu of a day off on Saturday.

**OPENING DATES:**

**School Session Employees**

H.S. ROP Clerk	Mon,	08/30/04
Food Service Manager	Fri,	09/03/04
Cook, Baker, & Bus Driver	Tues,	09/07/04
Other Food Service	Wed,	09/08/04
All Aides (except Alt. & Cont. Ed.), Comm. Outreach Spec., CRAs, Health Asst., Library Media Tech. I, Sch. Comm Liaison Wkr., School Office Clerk I (except elementary), Voc. Spec.	Thurs,	09/09/04
I.A.-Alternative & Cont. Ed., Campus Safety Asst. (CHEC/LEC)	Mon,	09/13/04

**10 Month Employees**

High School Attendance, Instructional Services Center	Wed,	08/25/04
Elementary School Clerk	Mon,	08/30/04
Intermediate School Clerk I (6 hr/day), High School (except attendance)	Wed,	09/01/04
All Other District Office, Adult Ed. & ROP	Wed,	09/01/04

**10.5 Month Employees**

	Tues,	08/17/04
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**11 Month Employees \*\***

**OTHER DATES:**

First Day For Students	Thurs,	09/09/04
Non-Student Day (Regular Workday For All Classified Employees)	Fri,	12/03/04
Non-Student Day (Regular Workday For All Classified Employees)	Fri,	02/04/05
Last Day For Students	Wed,	06/22/05
Winter Recess	Mon, 12/20/04 - Fri,	12/31/04
Spring Recess Period	Mon, 03/28/05 - Fri,	04/01/05

**LAST DAY OF WORK:**

**School Session Employees**

CHEC & LEC Instructional Aide & Campus Safety Assistant	Thurs,	06/16/05
All Aides (except CHEC/LEC), Bus Driver, CRA, Food Service (except mgrs.), School Community Liaison Worker, Voc. Spec.	Wed,	06/22/05
Community Outreach Specialist, Food Service Mgr., Health Assistant, Library Media Tech. I, ROP Clerk (H.S.), School Office Clerk I (except elementary)	Thurs,	06/23/05

**10 Month Employees**

Instructional Services Center	Thurs,	06/23/05
High School Attendance	Mon,	06/27/05
Elementary School Clerk	Tues,	06/28/05
Intermediate School Clerk 1 (6 hr/day), High School (except attendance)	Thurs,	06/30/05
All Other District Office, Adult Ed. & ROP	Thurs,	06/30/05

**10.5 Month Employees**

	Thurs,	06/30/05
--	--------	----------

**11 Month Employees**

	Thurs,	06/30/05
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\*\* 11 month employees will start either July 1 or August 1 depending on the month they are off (based on the needs of the worksite).

05/28/04

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
SALARY SCHEDULE FOR SUPERVISORY UNIT CLASSIFIED EMPLOYEES**

2003-04

EFFECTIVE JULY 1, 2003

Hourly Rate = Monthly Rate/173.33

Salary Schedule Reflects An Increase Of

0% from 07/01/02 Schedule

SUPERVISORY CLASSIFICATIONS		RANGE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5				
Plant Supervisor I	30	29	3057	17.64	3211	18.53	3374	19.47	3545	20.45	3724	21.49
Building Supervisor	32	30	3133	18.08	3292	18.99	3458	19.95	3634	20.97	3817	22.02
Bus Driver Training Supervisor	34	31	3211	18.53	3374	19.47	3545	20.45	3724	21.49	3913	22.58
Food Service Manager	34	32	3292	18.99	3458	19.95	3634	20.97	3817	22.02	4011	23.14
Transportation Dispatcher	34	33	3374	19.47	3545	20.45	3724	21.49	3913	22.58	4111	23.72
Print Shop Supervisor	35	34	3458	19.95	3634	20.97	3817	22.02	4011	23.14	4214	24.31
Plant Supervisor II	37	35	3545	20.45	3724	21.49	3913	22.58	4111	23.72	4319	24.92
Theatrical Services Supervisor	39	36	3634	20.97	3817	22.02	4011	23.14	4214	24.31	4427	25.54
Construction Maintenance Supervisor	42	37	3724	21.49	3913	22.58	4111	23.72	4319	24.92	4538	26.18
Custodial Operations Supervisor	42	38	3817	22.02	4011	23.14	4214	24.31	4427	25.54	4651	26.83
Food Service Operations Manager	42	39	3913	22.58	4111	23.72	4319	24.92	4538	26.18	4767	27.50
Lead Bus & Truck Mechanic	42	40	4011	23.14	4214	24.31	4427	25.54	4651	26.83	4887	28.19
Personnel Operations Supervisor	42	41	4111	23.72	4319	24.92	4538	26.18	4767	27.50	5009	28.90
Sprinkler Repair Supervisor	42	42	4214	24.31	4427	25.54	4651	26.83	4887	28.19	5134	29.62
Accounting Supervisor	46	43	4319	24.92	4538	26.18	4767	27.50	5009	28.90	5262	30.36
Bus & Truck Shop Supervisor	46	44	4427	25.54	4651	26.83	4887	28.19	5134	29.62	5394	31.12
Equipment Repair Supervisor	46	45	4538	26.18	4767	27.50	5009	28.90	5262	30.36	5529	31.90
Grounds Maintenance Supervisor	46	46	4651	26.83	4887	28.19	5134	29.62	5394	31.12	5667	32.69
Mechanical Repair Supervisor	46	47	4767	27.50	5009	28.90	5262	30.36	5529	31.90	5809	33.51
Painting Supervisor	46	48	4887	28.19	5134	29.62	5394	31.12	5667	32.69	5954	34.35
Payroll Supervisor	46	49	5009	28.90	5262	30.36	5529	31.90	5809	33.51	6103	35.21
Purchasing Supervisor	46	50	5134	29.62	5394	31.12	5667	32.69	5954	34.35	6255	36.09
Structural Repair Supervisor	46	51	5262	30.36	5529	31.90	5809	33.51	6103	35.21	6412	36.99
Transportation Operations Supervisor	46	52	5394	31.12	5667	32.69	5954	34.35	6255	36.09	6572	37.92
Warehouse Supervisor	46	53	5529	31.90	5809	33.51	6103	35.21	6412	36.99	6736	38.86
Computer Operations Supervisor	49	54	5667	32.69	5954	34.35	6255	36.09	6572	37.92	6905	39.84
Maintenance & Operations Coordinator	49	55	5809	33.51	6103	35.21	6412	36.99	6736	38.86	7077	40.83
Network Systems Supervisor	57	56	5954	34.35	6255	36.09	6572	37.92	6905	39.84	7254	41.85
Systems & Programming Supervisor	57	57	6103	35.21	6412	36.99	6736	38.86	7077	40.83	7436	42.90

Board of Education Approval 07/20/04

APPENDIX D

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PROFESSIONAL GROWTH PROGRAM**

APPENDIX E1

**APPLICATION FOR COURSE WORK APPROVAL**

**TO BE COMPLETED BY EMPLOYEE**

**NAME:** \_\_\_\_\_ **SOCIAL SECURITY #:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_ **DATE OF HIRE:** \_\_\_\_\_

I hereby request that credit be granted for the following education/training: Verification of satisfactory completion will be submitted at the conclusion of this training.

COURSE NUMBER	TITLE OR DESCRIPTION OF COURSE OR TRAINING	COLLEGE/SCHOOL/ORGANIZATION OFFERING TRAINING	DATE OF COURSE/TRAINING		UNITS/HOURS
			FROM:	TO:	
			FROM:	TO:	
			FROM:	TO:	
			FROM:	TO:	

Explanation of content of course/training: \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:-** \_\_\_\_\_

*Employees become eligible to receive Professional Growth increments on the first of September or the first of March following submission of verification of an accumulation of (15) qualified Professional Growth points. At least 12 of the 15 points must be job related. A minimum of two years must elapse before an additional increment can be earned. Submit requests no later than August 1 or February 1.*

**TO BE COMPLETED BY DEPARTMENT HEAD**

I have conferred with the employee and **DO / DO NOT** (circle one) recommend approval for job related (i.e. increasing employee's general &/or specific value to the district) credit.

**Department Head's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PERSONNEL OFFICE USE ONLY**

Verification of Completion    Received \_\_\_\_\_    Required \_\_\_\_\_  
 Job Related Credit    Approved \_\_\_\_\_    Disapproved \_\_\_\_\_  
 Personal Growth Credit    Approved \_\_\_\_\_    Disapproved \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_

Classified employees have a right to appeal this decision to the Professional Growth Committee by submitting a letter to the Office of Personnel Services.

**Personnel Director's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**RETURN BOTH WHITE AND YELLOW COPIES TO THE OFFICE OF PERSONNEL SERVICES:**

**GARDEN GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PROFESSIONAL GROWTH PROGRAM**

**APPLICATION FOR COLLEGE DEGREE PROGRAM APPROVAL**

**TO BE COMPLETED BY EMPLOYEE**

**NAME:** \_\_\_\_\_ **SOCIAL SECURITY #:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_ **DATE OF HIRE:** \_\_\_\_\_

I hereby request that credit be granted for the following education/training. Verification of satisfactory completion will be submitted at the conclusion of this training.

DEGREE	TITLE OF DEGREE PROGRAM	COLLEGE/SCHOOL OFFERING TRAINING	DATE PROGRAM BEGINS	EXPECTED COMPLETION DATE
AA				
BA				
BS				

Explanation of content of degree program (Attach program outline): \_\_\_\_\_

Professional Goal: \_\_\_\_\_

Explain how this degree program is job related: \_\_\_\_\_

Evidence of reasonable progress toward degree will be required. Verification for each individual course is required.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Employees become eligible to receive Professional Growth increments on the first of September or the first of March following submission of verification of an accumulation of (15) qualified Professional Growth points. At least 12 of the 15 points must be job related. A minimum of two years must elapse before an additional increment can be earned. Submit requests no later than August 1 or February 1.*

**TO BE COMPLETED BY DEPARTMENT HEAD**

I have conferred with the employee and **DO / DO NOT** (circle one) recommend approval for job related (i.e. increasing employee's general and/or specific value to the District) credit.

**Department Head's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PERSONNEL OFFICE USE ONLY**

Verification of Completion    Received \_\_\_\_\_    Required \_\_\_\_\_

Job Related Credit    Approved \_\_\_\_\_    Disapproved \_\_\_\_\_

Personal Growth Credit    Approved \_\_\_\_\_    Disapproved \_\_\_\_\_

Comments: \_\_\_\_\_

Classified employees have a right to appeal this decision to the Professional Growth Committee by submitting a letter to the Office of Personnel Services.

**Personnel Director's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comments: \_\_\_\_\_

**RETURN BOTH WHITE AND YELLOW COPIES TO THE OFFICE OF PERSONNEL SERVICES.**

**GARDEN GROVE UNIFIED SCHOOL DISTRICT**  
**Office of Personnel Services**

**CLASSIFIED**  
**District Fifteen-Hour Supervisory Development Stipend**

**PURPOSE**

To provide compensation for attendance at district-approved supervisory development activities up to a maximum of 15 hours annually.

**GUIDELINES**

1. Activities must occur outside the work day/work week/or work year.
2. Compensation will be at the hourly rate of the employee's current Range and Step including longevity.
3. Approved activities include:
  - a. district/school sponsored workshops
  - b. joint district and supervisors-sponsored workshops
  - c. Pre-approved Orange County Department of Education Workshops
  - d. Pre-approved workshops sponsored by educational professional organizations - i.e. National Council of Teachers of English (NCTE), California Math Council, Orange County Reading Association, California School Food Service Association, California Association of School Transportation Officials, California Association of School Business Officials
  - e. Pre-approved job-related workshops offered by private organizations/corporations and consultants with GGUSD - i.e. McCrackens, Gonzalez, Math Their Way, Apple Computer, and miscellaneous vendors

**PROCEDURE FOR ATTENDANCE VERIFICATION AND COMPENSATION**

1. For district and/or joint district/supervisors-sponsored workshops:
  - a. sign in at the workshop.
  - b. obtain a Workshop Attendance Verification Form.
2. For any other approved conferences and workshops (see Guidelines #3c, d, and e above), obtain a Workshop Attendance Verification Form with pre-approval by department head. Proof of attendance and verification of hours must be obtained.
3. The Classified Supervisory Development Hourly Payroll Time Report (Form #9703.61) with attached workshop attendance verification must be received by Personnel Services by the 10th of each month for payment the following month. **Retain copies for your files.**
4. Requests should be submitted monthly.
5. **All requests must be received in the fiscal year that the workshop is given (July 1 - June 30).**

**OTHER SUGGESTIONS**

1. Keep a copy of all forms submitted for your personal records.
2. A Supervisory Development Record is attached for your convenience. The use of this form is optional. Additional copies may be obtained from the school office. The district does not keep an individual record of your attendance at workshops. **It is your responsibility to provide records for verifications, when necessary.**

GARDEN GROVE UNIFIED SCHOOL DISTRICT  
Office of Personnel Services

**WORKSHOP ATTENDANCE VERIFICATION AND PRE-APPROVAL FORM**

Employee Name (Please Print):	Employee's S. S. # or Employee #:
Name of Class/Workshop:	Date(s) of Class/Workshop:
Location of Class/Workshop:	Time of Class/Workshop (Example: 6 p.m. - 9 p.m.):
Employee Signature:	Employee's Worksite:
Principal or Department Head Pre-Approval:	Workshop Presenter's signature (for workshops only):

Forms/Supend Pre-Approval Form (Rev. 1/03)

GARDEN GROVE UNIFIED SCHOOL DISTRICT

**CLASSIFIED EMPLOYEE DEVELOPMENT HOURLY PAYROLL TIME REPORT**

16<sup>th</sup> of \_\_\_\_\_ thru 15<sup>th</sup> of \_\_\_\_\_ year  
month month

Name \_\_\_\_\_

Social Security # \_\_\_\_\_ or Employee # \_\_\_\_\_

School or Department \_\_\_\_\_

Classification \_\_\_\_\_

Mgr. \_\_\_\_\_ Psu/Obi: \_\_\_\_\_

Name of Workshop(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit:**

I hereby certify this time report is true and correct.

Employee Signature

Personnel Director

DATE	HOURS WORKED	DATE	HOURS WORKED	DATE	HOURS WORKED
16		27		7	
17		28		8	
18		29		9	
19		30		10	
20		31		11	
21		1		12	
22		2		13	
23		3		14	
24		4		15	
25		5			
26		6			

Submit to the Office of Personnel Services

**CLASSIFIED CONTRACT GRIEVANCE FORM**

(Add additional sheets wherever necessary)

Name of Grievant \_\_\_\_\_  
Classification \_\_\_\_\_  
School/Dept: \_\_\_\_\_  
Date Formal Grievance Is Filed \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_  
Agreement Article No. \_\_\_\_\_  
Section No. \_\_\_\_\_ Page No. \_\_\_\_\_  
Date of Informal Conference \_\_\_\_\_

Description of Grievance:

Remedy Sought:

\_\_\_\_\_  
Signature of Grievant Date

**LEVEL 1**  
Date Received by Immediate Supervisor \_\_\_\_\_  
Response:

\_\_\_\_\_  
Signature of Immediate Supervisor Date

**LEVEL 2**  
Position of Grievant: \_\_\_\_\_  
  
Date Received by Next Level Administrator \_\_\_\_\_  
Response:

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Administrator Date

**LEVEL 3**  
Position of Grievant: \_\_\_\_\_  
  
Date Received by Director of Classified Personnel \_\_\_\_\_  
Response:

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Director Classified Personnel Date

**LEVEL 4**  
Position of Grievant: \_\_\_\_\_  
  
Date Received by Superintendent \_\_\_\_\_  
Response:

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Superintendent Date

**MEDIATION:** A separate written request must be submitted to the Personnel Director requesting for this step in the grievance procedure.

**ARBITRATION:** A separate written request must be submitted to the Board of Education asking for this step in grievance procedure.

Distribution: Grievant; Supervisor; CSEA; Director of Classified Personnel  
9701.116\* (3/79; 12/98; 10/02 Revised)



**Side Letter of Agreement**  
**Between**  
**Garden Grove Unified School District**  
**&**  
**GGUSD Supervisory Unit**

**REGISTERED DOMESTIC PARTNERS**

The District and the association agree that the rights of registered domestic partners shall be recognized as follows:

1. Pursuant to AB 25, commencing immediately, all benefits in Article 9 – Leaves shall be extended to Registered Domestic Partners in the same manner as they are extended to spouses.
2. Pursuant to AB 205, commencing January 1, 2005, all benefits in Article 10 – Health & Welfare Benefits shall be extended to Registered Domestic Partners in the same manner as they are extended to spouses or eligible dependents.
3. In the event AB 25 and/or AB 205 is repealed, or is modified in a way that impacts the rights granted to unit members in this agreement, the part of this Agreement impacted by that repeal or modification will be null and void.

S. Seipen      6/3/04  
For the District      Date

James Toomey      6-3-04  
For the Association      Date