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ARTICLE 1
AGREEMENT

1.1 PREAMBLE

- 1.101 The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Elk Grove Unified School District (District) and the American Federation of State, County, and Municipal Employees, Local 258, (Union).
- 1.102 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).
- 1.103 This document contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by, any statement, representation, agreement, stipulation or provision made prior to the execution of this Agreement or during the agreement negotiations and not set forth herein.
- 1.104 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto or by any change, geographical or otherwise, in the location or places of business of either party hereto.
- 1.105 A waiver or breach of any condition(s) of these agreements by either party does not constitute a precedent for any subsequent waiver or breach of any condition.
- 1.106 No employee will suffer a worsening of his/her hours, wages, benefits, or working conditions as a result of the Agreement.

1.2 RECOGNITION

- 1.201 The Elk Grove Unified School District fully recognizes the American Federation of State, County and Municipal Employees, Local 258 as the sole and exclusive collective bargaining agent of all positions of the District within the bargaining unit including long-term substitutes who work more than 75% of the work year in the same assignment and as defined in the wage schedule in Appendix A, and excluding:
 - a. Management
 - b. Confidential
 - c. Supervisory
 - d. Yard Supervisors
 - e. Instructional Assistants
 - f. Project Implementers
 - g. Counseling Associates

- h. Teaching Associates
- i. Building Inspectors
- j. Outreach Consultants
- k. Occasional and substitute employees employed less than 75% of the school year
- l. Personnel identified as members of the transportation unit
- m. Apprentices and professional experts employed on a temporary basis.

1.3 SAVINGS

- 1.301 Should any article, section, or portion thereof of this Agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; and the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 2

UNION RIGHTS

2.1 GENERAL RIGHTS

- 2.101 AFSCME shall be granted the right to contact employees, use school bulletin boards and mail boxes, distribute AFSCME materials, and use school facilities for organizational meetings in accordance with procedures and limitations established by the Superintendent in Administrative Regulations. Materials of AFSCME that are posted, mailed, or distributed under this policy shall not contain anything obscene or anything which tends to degrade or malign persons or organizations. The general right of access to employee mailboxes or the mail system may not be used in violation of Education Code § 7054 or Regents of California v. PERB (1988) 485 U.S. 589) i.e. deliveries over mail delivery routes.
- 2.102 The AFSCME representative shall be permitted by the District to transact AFSCME business on the premises of the District during working hours, but at no time shall representatives delay any employee at work.
- 2.103 All authorized AFSCME representatives are subject to all of the rules and regulations regarding the conduct of employees on the premises of the District.
- 2.104 The District will provide wall space for an AFSCME bulletin board and that board will be limited to AFSCME business.
- 2.105 AFSCME members shall be permitted to wear Union emblems.
- 2.106 All of the rights, privileges, and duties specifically provided in Division 10, Chapter 3, Articles 1 to 4, inclusive, of the Education Code beginning with Section 45100, and applicable provisions of Division 10, Chapter 1, beginning with Section 44000 are hereby granted to and required of such classified employees. Determination of any benefits not specifically granted shall be made by the Governing Board.
- 2.107 All employees are free to join or not to join AFSCME. Decisions affecting the individual employee are made without regard to membership or non-membership in such organizations. Each employee is entitled to his/her individual legal or ethical rights and privileges.
- a. Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against - either by the school district or AFSCME - because of their membership or non-membership in AFSCME. They shall have the right to participate through representatives of their own choosing in the presentation of their views to the Governing Board.
 - b. AFSCME shall have the right to represent its members in matters within the scope of the negotiations process, and other matters of employee concern.
- 2.108 Should the Union or the District desire to discuss any general problems not pertaining to grievances, a meeting shall be arranged upon request.

2.109 An employee of the District shall have the right to review the contents of his/her own personnel file maintained in the District's central Human Resources office. A designated AFSCME representative may, at the classified employee's request, accompany him/her in the review.

2.2 ORIENTATION

2.201 Within the first month of a new employee's probationary period, Human Resources will hold an orientation session during that employee's regular work hours. Topics to be covered include the rights, privileges and obligations of an employee as set forth in all policies, rules, regulations and negotiated agreements. Upon request, the Union will be provided a list of such meetings and has the right to make a presentation.

2.202 The District will notify all employees represented by the American Federation of State, County, and Municipal Employees, Local 258, of this Agreement and give a summary of all additions and changes.

2.203 Upon request from the Union, the District will provide a listing of the following information for each unit member: (1) name (2) classification (3) work location (4) home address and phone number (if not unlisted), and (5) date of hire.

2.3 CIVIL AND LEGAL RIGHTS

2.301 The personal life of an employee is not an appropriate concern of the Governing Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.

2.302 Employees shall be entitled to full rights of citizenship, and no religious, political, or organizational activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the continued employment of such employee, providing said activities do not violate any local, state, or federal laws.

2.303 Whenever any employee is required to appear before the Superintendent, Governing Board, designee, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an AFSCME representative present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay unless otherwise provided by law.

2.4 DUES AND PAYROLL DEDUCTIONS

2.401 Payroll deductions for membership dues in the Union shall be provided by the District for non-unit members who sign and deliver to the Payroll Office the appropriate form authorizing such deductions.

- 2.402 Payroll deductions for annuities, credit union, District-sponsored health plans, or any other plans jointly agreed to by the District and the Union shall be provided for unit members who sign and deliver to the District the appropriate forms authorizing such deductions.
- 2.403 The deduction of prorated annual dues and service fees shall be made from the paycheck each month for ten (10) months beginning in September and ending in June of each year. The District will remit promptly to the Union all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
- 2.404 The District agrees to allow twelve-month employees to have their dues deductions done twelfthly. (effective July 1, 1990)
- 2.405 Unit members may designate on the Union's dues deduction form an opportunity for voluntary political deductions.
- 2.406 Unit members employed for less than a full school year shall pay dues to the Union in an amount that is directly proportionate to the weeks they were employed in the school year. A schedule of rates to be paid under this section will be provided to the District by the Union.
- 2.407 If membership dues or service fees are deducted by the Governing Board from the pay of any person and turned over to the Association and the person does not owe the same, the Union shall, upon receipt of a written request, return such funds to the employee affected.
- 2.408 All unit members shall become members of the Union or pay an annual service fee equal to that share of the Union's annual dues appropriately attributable to those services set out in AB 1960 as compensable union activities for the duration of this Agreement.
- a. Unit members may elect to pay the above service fee directly to the Union by notifying the Payroll Office that such fee will be paid directly to the Union.
 - b. Upon written notice from the Union to the District of failure to comply with Section 2.406 of this Article, the District shall put said unit member on payroll deduction for the appropriate amount of the fee on the next pay warrant. Such notice will include the name of the employee and the amount to be deducted.
 - c. Payroll deductions of the fee for unit members who elect not to join shall commence upon receipt by the District of the Union signed (Union representative and/or employee) payroll deduction authorization. Such authorization shall include the name of the unit member(s) from whom service fees are to be deducted.
- 2.409 Any unit member who belongs to a religious group or church whose long-standing teachings have historically forbidden joining or supporting Unions and so demonstrates in writing to the satisfaction of the Union shall pay such fee to the union which shall then contribute such fees to an established charitable organization as set forth below.
- 2.409.1 American Red Cross
 - 2.409.2 American Cancer Society
 - 2.409.3 Elk Grove Unified Scholarship Fund
 - 2.409.4 United Way

2.410 The Association and the unit members shall indemnify and hold the District, board members, employees, and agents of the District harmless for any and all claims, demands, suits or any other action arising from this Article, and shall pay full legal costs in any action brought against the District by virtue of this Article.

2.5 RELEASE TIME AND UNION STEWARDS

2.501 The Union shall be permitted to maintain Stewards.

2.502 Stewards and their Union representatives have the right to meet with classified employees before work, during their scheduled breaks, during scheduled lunch breaks and after their assigned working hours for the purpose of exercising legally protected rights.

2.503 Prior to the commencement of each school year, the Union will provide Human Resources with a list of all Stewards, their titles and site location.

2.504 Stewards shall have a reasonable amount of release time for the purpose of processing grievances. This shall apply only to the informal stage of the grievance procedure provided that the release time does not include preparation, investigation, or work outside of meeting with management.

2.505 Stewards (not to exceed 14) shall be allowed up to 8 hours of release time per school year to attend training mutually agreed to or provided by AFSCME and the District. An additional 8 hours of release time will be made available annually for the presentation of grievances and meetings in which a steward is required to assist an employee who has been notified that he or she will be disciplined.

2.506 The AFSCME president may be released up to one day per week for union business. The actual cost of the release time shall not exceed the cost of the president's per diem salary.

ARTICLE 3

DISTRICT RIGHTS

- 3.1 All matters not within the scope of negotiations in Government Code 13540 et seq. and/or designated as rights shared with Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 3.101 legal, operational, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 3.102 financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices, all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 3.103 acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel work, services and activity functions assigned to such properties;
 - 3.104 services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services;
 - 3.105 utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
 - 3.106 educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food & nutrition services, racial and ethnic balance, extra curricular and co-curricular activities and emergency situations with respect to such matters;
 - 3.107 selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, classrooms, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether,

- when and where there is a job opening;
- 3.108 job classification and the content and qualifications thereof except as modified by this Agreement;
 - 3.109 duties within the job description and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
 - 3.110 dates, times and hours of operation, District facilities, functions and activities;
 - 3.111 safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
 - 3.112 rules, regulations and policies for students and the public;
 - 3.113 retirement of unit members for age or disability; and
 - 3.114 termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement provided this shall not be a waiver of the Union's rights to bargain the effects of layoffs.
- 3.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 3.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- 3.4 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 3.5 An emergency for the purpose of this Article shall be an act of God, or natural disaster such as, but not limited to earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.
- 3.6 In addition, the declaration of an emergency which temporarily amends, modifies or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 3.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation or interpretation of this Agreement.

- 3.8 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 4. However, this provision does not prevent the grievability of shared rights if found in other language in the Articles of this Agreement.
- 3.9 It is understood and agreed that the District retains authority and responsibilities to direct, manage and control to the full extent of all laws the business of the District except as limited by the express terms of the contract to insure the rights and educational opportunities of students and to maintain the efficiency of the District's operation.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 DEFINITIONS

- 4.101 A grievance is a claim by an employee or an employee's organization, that there has been a violation, misinterpretation, or misapplication of this contract.
- 4.102 An aggrieved person is the person or persons, including the organization, or representatives thereof, making the claim.
- 4.103 A "party in interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

4.2 PURPOSE

- 4.201 The purpose of this procedure is to secure, at the lowest possible administrative level, a resolution to the grievance caused from the interpretation and application of this contract which may affect wages, hours and terms and conditions of employment. The proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.
- 4.202 Any employee may at any time present grievances to his employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 4.203 Since it is important that grievances be processed as rapidly as possible, the time limits specified should be considered maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 4.204 In the event a grievance is filed when it cannot be processed through all the steps by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be adjusted so that resolution is complete prior to the opening of school.

4.3 PROCEDURE

- 4.301 Pre-grievance requirements: Any person with a problem requiring resolution will first discuss the problem with the appropriate immediate superior or representative of employee organization, either directly or through a representative with the objective of resolving the matter informally. If resolution is not effected, a grievance may be filed within six (6) calendar weeks of the event or circumstances occasioning the alleged grievance.

- 4.302 An employee may file a grievance in writing simultaneously with the president of -AFSCME Human Resources for routing to the appropriate administrator.
- 4.303 Within ten (10) work days after receipt of the written grievance, Human Resources or the president of the employee organization will meet with the aggrieved person and a representative of the employee organization or the Board, in an effort to resolve it.
- 4.304 If the originator of the grievance is not satisfied with the disposition above, or if no written decision has been rendered within ten (10) work days of the meeting specified in 4.303, AFSCME may request that the matter be submitted to mediation. If the District agrees, then the matter shall be mediated with the State Mediation and Conciliation Service as soon as a date may be set.
- 4.305 If the originator of the grievance is not satisfied with the disposition above, or if no written decision has been rendered within ten (10) work days of the meeting specified in Section 4.303, he/she may within twenty (20) work days of the meeting specified in Section 4.303 above, request in writing that the grievance be submitted to an arbitrator. The arbitrator's decision will be in writing and will set forth to all parties his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator will have no power to add to, subtract from or modify the terms of this agreement, or the written policies, rules, regulations, and procedures of the District. Should it become necessary to decide an issue, an arbitrator is required to review issues of "external law." Provided that the arbitrator abides by his or her jurisdictional mandates, doesn't commit fraud, or have a conflict of interest, the decision of the arbitrator shall be binding. Discipline of employees is not subject to binding arbitration. All appeals of discipline shall be subject to District policy and Education Code §45113.
- a. The employee organization alone, as opposed to the individual unit member grieved, by written notice to Human Resources within fifteen (15) work days of receipt of the request, may submit a grievance to binding arbitration.
- 4.306 After a grievance has been submitted for arbitration, the moving party shall request from the State Mediation and Conciliation Service a list of five (5) arbitrators experienced in resolving grievances in the public schools.

From the list of five (5) arbitrators from the, State Mediation and Conciliation Service names will be struck by the parties until one remains. The flip of a coin will be used to determine who strikes first.

- a. The parties shall develop a written description of the grievance and steps through which it has moved. The exact question or issue which must be answered or solved, is to be specified in writing. The document, when agreed to and signed by both parties, will become the charge for the arbitrator.
- b. In all instances, the arbitrator's recommendation or resolution of the grievance will be in writing and will set forth the finding of fact, the conclusions reached, and the logic underlying those conclusions. This document will be submitted by the

arbitrator to the parties affected.

- c. Within ten (10) work days of receipt of the arbitrator's conclusions and recommendations, a final decision will be made and that decision will be communicated in writing to the affected parties.

4.307 All costs for the direct services of the arbitrator will be borne equally by the Board of Education and AFSCME. Other costs will be borne by the party incurring them. Costs of a transcript, if used by a party, shall be borne equally.

4.4 RIGHTS OF EMPLOYEES TO REPRESENTATION

4.401 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an employee organization, or any other participant in the grievance procedure by reason of such participation.

4.402 Grievants may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative. If a grievant does not choose to be represented, the employee organization shall be given a copy of the grievance and the proposed resolution and have the opportunity to file a response within five (5) work days.

4.5 MISCELLANEOUS

4.501 AFSCME may on their own behalf and on the behalf of the affected employee, initiate a grievance which affects more than one employee at one location.

4.502 If a grievance arises from action or inaction of a person at a level above the school or department, the aggrieved person shall submit such grievance in writing to the Superintendent or his/her designee and the employee organization.

4.503 Decisions rendered in Section 4.303 of the procedure will be in writing specifying the decision and the reasons and will be transmitted promptly to those parties in interest. Time limits for appeal shall begin the day following receipt of written decision by the parties in interest.

4.504 When it is necessary for a grievant and his/her representative, or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay. A reasonable effort will be made to hold grievance hearings during the grieving employee's workday.

4.505 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.

4.506 Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent or his/her designee and employee organizations and provided by the District, as necessary, at the cost of the District.

ARTICLE 5

WORKING CONDITIONS

5.1 DEFINITIONS

- 5.101 **Permanent Employee:** Employees hired on either a full-time or part-time basis, with the understanding that their employment will continue as long as their work and conduct meet the requirements of the District. However, the employees will not be officially designated permanent until the appropriate period of service has been rendered in a satisfactory manner.
- 5.102 **Short-term Employee:** Any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Substitute and short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service nor members of the bargaining unit.
- 5.103 **Substitute:** A substitute who works more than 75% of the work year in the same assignment. Substitute employee means any person employed to replace any classified employee who is temporarily absent from duty, while a position is posted, and or filling a position for not longer than sixty (60) work days.
- 5.104 **Probationary Employee:** An employee who is serving the District in a position whose holder will be designated a regular or permanent employee after the probationary period has been served.
- 5.105 **Probationary Period:** The probationary period for all new employees shall be a period of six (6) months.
- a. In the case of a classified employee who has regular or permanent status, but who is promoted to a higher classification, there is a six (6)-month probationary period in the new classification.
 - b. All employees in positions subject to this contract, who have been employees for a period of six (6) months or longer shall be deemed to have permanent status; and those who have served less than six (6) months, shall have probationary status until they shall have served six (6) months.
- 5.106 **Proportional Credit:** For the purpose of prorating service for District benefits, probationary time, eligibility for step increment and salary, 173.33 hours of employment shall equal one month of full-time service.

5.2 HOURS, BREAKS, AND LUNCHES

- 5.201 The regular work week for unit members shall not exceed forty (40) hours; the regular work day shall not exceed eight (8) hours. The workweek shall consist of not more than five (5)

consecutive work days for any employee having an average workday of four (4) hours or more during the workweek. (Education Code §45131).

- 5.202 Unit members shall have a minimum lunch period of thirty (30) minutes, or a maximum lunch period of sixty (60) minutes. Whenever possible, the lunch period shall be scheduled at the middle of the work day; however, it is recognized that emergencies may arise, and that under such circumstances, lunch periods may be delayed. However, under no circumstances will a unit member be required or requested to work any portion of his/her uninterrupted, duty free, lunch period. In no case shall the meal period be deemed to include the normal rest period.
- 5.203 Unit members are entitled to a fifteen (15) minute rest period during each half of the standard working day. Part-time workers who work four (4) or more hours shall be entitled to a fifteen (15) minute rest period in each four (4) hour span of work, and the rest period shall be scheduled approximately in the middle of the span.

5.3 CLASS DESCRIPTIONS

- 5.301 The duties and responsibilities of the members of the classified employees shall be fixed and prescribed in the class description as approved for each class by the Governing Board.
- 5.302 Class descriptions will be maintained and made available in a separate manual.
- 5.303 Within the limits of its resources, the Board will create and establish a sufficient number of positions to adequately care for all phases of the District's classified operations, and shall set the hours and days to be worked in each position. A sufficient number of qualified persons will, to the best of the Board's ability, be employed to fill all such positions.
- 5.304 Maintenance classifications were developed to identify specialized trades for Glazier, Locksmith, Plumber, Shop Carpenter and Electronic Technician. The District agrees that growth will allow more specialization within the trades but wants to insure that job descriptions guarantee that no employee will be unable to perform useful work if no work is immediately available within the specialization. The District also feels that other less specialized trades persons should not feel that tasks within the specialization are solely reserved for a specialist to perform.
- 5.305 Class descriptions may be found in the public folder section of the District's exchange (intranet). Any necessary modifications to unit class descriptions will be modified with AFSCME's agreement.

5.4 ASSIGNMENT-SHIFTS-HOURS

- 5.401 If there are no volunteers for changes in hours, the assignment will be done on the basis of seniority. Ten (10) work days will be allowed for the transition except in exigent circumstances.
- 5.402 All other things being equal, employees shall be given shift assignment preference on the basis of seniority within his/her job site/department in the event of a job vacancy.

- 5.403 Split shifts which require a current employee to modify his or her hours shall be negotiated between the District and AFSCME. Current split shifts will be grandparented. Additional hours added to current positions which split shifts will not be subject to negotiation.
- 5.404 Assignment of School Security Specialists may be a four (4) day, forty (40) hour work week, a 9-8-80, or a work schedule as determined necessary by the Chief of Police Services.

5.5 REDUCTION IN WORK FORCE/SENIORITY

- 5.501 An employee's longevity is defined as provided by the California Education Code. It shall be applied as follows:
- a. In the event that the District deems it necessary to reduce the working force, the last worker hired within the classification so reduced shall be the first worker laid off. In rehiring, the last worker laid off shall be the first to be rehired. The re-employment of laid off workers shall take precedence over any other type of employment.
 - b. Employees laid off who are willing, competent, and qualified to perform duties within another job classification, should refer to Article 6.10 "Other Layoff Considerations" for procedures.

5.6 SAFETY

- 5.601 The District shall furnish each employee a place of employment which is safe and healthful for the employees therein, and shall conform to, and comply with all health, safety and sanitation requirements imposed by state and federal laws.

The District and AFSCME agree to an Injury and Illness Prevention Program Committee which meets monthly with unit representation from clerical, maintenance, grounds, custodial, police services, and food & nutrition services. The task will be to monitor and recommend good safety practices. Minutes from the IIPP Committee will be placed in a public folder on the District Intranet System.

The District will implement IIPP State-mandated guidelines.

- 5.602 The District and AFSCME agree to initiate a joint training program in safety for District employees, and the District will regularly consult with AFSCME on identified safety concerns.
- 5.603 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- 5.604 An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person, or within control of a pupil.
- 5.605 Employees shall immediately report cases of assault suffered by them in connection with

their employment to their immediate supervisor and to local enforcement agencies. Such notification shall be immediately forwarded to the Superintendent or his/her designee, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent or his/her designee relating to the incident or the person involved, and shall act in appropriate ways as liaison between the employee, the person, and the courts.

- 5.606 If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Governing Board to furnish legal counsel to defend him/her in any civil action or proceeding brought against him/her within the limits set by law.

5.7 UNIFORMS

- 5.701 A uniform allocation will be provided for custodial, maintenance, grounds, purchasing warehouse, food & nutrition services warehouse, and security services employees for wear while on duty.
- a. Food & Nutrition Services personnel will be provided with aprons because no uniform is required. Current practice allows food & nutrition services staff to wear school logo shirts to feel more a part of that site. School logo shirts are not considered a part of uniform allocations and are voluntary wear on the part of the employee.
- 5.702 Security uniforms: The annual uniform allocation will be five (5) uniform shirts and two (2) pair of pants.
- 5.703 Only probationary/permanent employees are eligible for the uniform allocation.
- 5.704 The uniform allocation will be five (5) industrial shirts annually and one (1) jacket every three (3) years. Employees may elect to use the equivalent dollar value of the uniform allocation towards the purchase of optional wear listed in Article 5.8. The District shall provide a number of uniforms as negotiated in bargaining, with the District bearing all costs. The District will provide Maintenance/Grounds employees with two (2) pairs of industrial overalls per year (or whenever the overalls are worn out). Additionally "pig bibs" will be provided to plumbers.
- 5.705 Uniform articles remain the property of the employee.
- 5.706 Unit members are required to wear allocated uniforms while carrying out the duties and responsibilities of their position. The provisions of Article 6.11 of this Agreement may be followed should any employee be out of compliance with this uniform policy.
- 5.707 Uniform specifications (color, material, styling, etc.) are governed by the Elk Grove Unified School District. Clothing items not complying with specifications are not to be worn.
- 5.708 Employees must begin each work day clean, neat and attired in properly fitting prescribed uniforms. Uniform items, optional wear items, and pants with visible areas of wear or disrepair will not be worn.

- 5.709 The District agrees to stock back braces in the warehouse for those employees whose job regularly and routinely requires heavy lifting. Employees who believe that they need to have such a brace may make application to the warehouse through their immediate supervisor. Those employees who have had previous back problems must wear such braces when performing any heavy lifting.
- 5.710 Foul weather gear including rain boots if determined necessary by the supervisor will be available to each work site for employees to work outside during inclement weather.
- 5.711 Protective devices will be available to each work site for employees to work outside during inclement weather including work on roofs.

5.8 DISTRICT-PROVIDED UNIFORMS AND APPROVED OPTIONAL WEAR

REQUIRED ITEMS:

Industrial shirt and patch (short sleeve and long sleeve)	color*
Light-weight industrial jacket with patch	color*

OPTIONAL ITEMS:

Knit pull-over shirt with pocket with patch 50% polyester, 50% cotton	color*
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Color*: Color is determined by the department

Grounds	green
Maintenance	brown
Custodial	blue
Purchasing warehouse	tan pinstriped
Food & Nutrition Services warehouse	gray pinstriped
Mail room	tan pinstriped

5.9 BADGES

The District agrees to make available identification badges for classified employees within the unit. The criteria for those who will be given priority for the badges would be those most likely to be on multiple District work sites and need the badge to identify themselves as District employees. Others would have the badges available if either the employee or the employee's supervisor believe that the badge would be important.

ARTICLE 6

EMPLOYMENT PRACTICES

6.1 VACANCY ANNOUNCEMENTS

- 6.101 Vacancy notices will be posted at each school or job site for a minimum of eight (8) work days.
- a. Vacancy notices will be numbered in order of issuance.
 - b. Classified vacancy notices will be mailed to requesting unit members during the summer months.
 - c. One copy of each notice will be provided to the Union.
- 6.102 Vacancy notices shall include, but not be limited to: job titles; work-site; work hours, week, and year; wage level; application deadline, and application requirements.
- 6.103 Personal interviews will be conducted by appropriate supervisors before filling all advertised vacancies. Qualified in-district applicants will be interviewed.
- 6.104 Applicants for a vacancy shall be notified in writing when the selection is made.
- 6.105 In the event that one or more applicants are equally qualified for a vacancy, the applicant with the greatest seniority shall be given preference.
- 6.106 The filling of vacant positions shall be done in accordance with the regular position selection procedures outline in this section.
- 6.107 The District will announce all summer school vacancies and special summer programs conducted by the District to all District classified staff by April 15 via the procedure used to announce all Summer School vacancies. Summer School vacancies and special summer programs may involve a summer school application. In such cases, personal interviews may not be necessary.
- 6.108 The District will not offer any summer school or other special summer program openings to non-bargaining unit applicants until it is ascertained that no bargaining unit employees either meets the qualifications for the vacancy in question or applies for the open position in a timely fashion as specified in the posting.

6.2 REQUIREMENTS

- 6.201 (a) Applicants for appointment to the classified staff shall fulfill the requirements and meet the standards as defined in the job description as approved by the Governing Board. In addition, applicants must meet the fingerprinting requirements of California law prior to reporting for work.

- (b) New unit members are to receive an orientation packet of relevant job information from the District.
- 6.202 Age of the individual shall not be a factor in the hiring, continuing employment, or releasing of an employee who is otherwise qualified for employment by the District, consistent with limitations set forth in the California Education Code.
- 6.203 Education and Experience: All persons employed to fill any regular full-time, or part-time position, should possess substantially the desirable qualifications of education and experience described in the official class specifications, provided however, that the Board may authorize the appointment of persons having less than the appropriate qualifications if fully qualified persons cannot be recruited.
- 6.204 No inquiry in regard to his/her race, color, religious creed, sex, or national origin shall be made of a person proposed for, or seeking employment.
- 6.205 Special Driver Certificates: The District shall reimburse unit members the renewal cost of any special drivers certificate (other than a Class C drivers license) required in the performance of their duties. This shall include a Class A or B license for those employees whose job description requires such a license.

It is the policy of the Board to pay for the cost of a physical examination associated with Class A or B license job description requirement up to \$50, (unless the District can negotiate and designate one for less or it would be covered by current insurance) subsequent to employment if such examination should be required by the Board.

- 6.206 The Board reserves the right to require an extensive physical examination as a condition precedent to employment and, if circumstances justify, such an examination may be required of any employee at any time following their date of employment. The cost of a physical examination prior to employment shall be paid by the applicant. It is the policy of the Board to pay for the cost of physical examination subsequent to employment if such examination should be required by the Board.
- 6.207 All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other tests designed as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at District expense if they are not available without cost.
- 6.208 Retiree - Substitute List: In those instances where retiring employees immediately sign up for the substitute list, there will be no requirement that they take a pre-employment physical to substitute for the position vacated by retirement.

6.3 TRANSFER BETWEEN SITES/LOCATIONS

- 6.301 A transfer is defined as a move from one site or location to another within the same classification.

- 6.302 An voluntary transfer is one initiated by the employee.
- 6.303 An involuntary transfer is one initiated by the District.
- 6.304 Except when done pursuant to a disciplinary process, involuntary transfers shall not be punitive. Management decisions on involuntary decisions shall be final. However, an opportunity will be provided for the employee to discuss the transfer upon written request.
- a. Employees will not be involuntarily transferred more than once in three (3) years unless the District can show that its educational program is made less effective or efficient by continuing the employee in his current position.
 - b. An employee who has been involuntarily transferred shall retain the job classification, work year, hours, compensation, and benefits provided for in this contract. If the shift hours are to be modified, an attempt will be made to accommodate the needs of the employee.
- 6.305 Voluntary transfers are encouraged to allow an employee to accommodate, personal, professional and family choice for job location.
- a. Requests for transfer submitted to Human Resources shall be active for one (1) year from the date of filing. A transfer form will be prepared in consultation with AFSCME to facilitate the transfer process.
 - b. Only employees in good standing are entitled to apply for voluntary transfer. Good standing means that an employee has a current evaluation of satisfactory or better in all areas and is not on an improvement plan or unscheduled evaluation cycle.
 - c. A current employee with five (5) or fewer years of seniority will be granted a transfer preference of 2.4 points. Current employee with six (6) or more years of seniority will be granted a transfer preference of 4.8 points after candidates are ranked on the following criteria:
 1. Relevant experience within the job classification
 2. Positive relationships with co-workers
 3. Productivity
 4. Performance qualifications of the employee (or applicant)
 5. Organizational skills
 6. Specific criteria listed in the vacancy posting
 - d. All vacancies for which no employee has employment rights shall be posted for no less than seven (7) days. Employees with transfer requests on file, employees applying for transfer in response to the vacancy posting, and outside applicants forty-eight (48) point scale. The assessment process shall evaluate information shall be placed in the pool for consideration for an interview and assessed on a available to the District which tends to predict the above criteria. The above preferences will be applied to internal candidates after the rating process. Interviews will be conducted for the most qualified candidates.

6.306 Employees temporarily reassigned to perform the duties of a higher classification for more than five (5) days shall be compensated at the appropriate rate.

6.307 Employees within an existing classification which is reclassified who meet the minimum qualifications of the new classification shall occupy the same step on the new classification.

6.4 CLOSED PROMOTIONAL POSITIONS

6.401 a. The following positions will be closed promotional:

Custodian II
Payroll Technician II
Personnel Assistant II
School Office Assistant II
Senior Grounds Worker
Spray Technician
Office Assistant II
Office Assistant III
Food & Nutrition Services Assistant II
School Security Specialist II

b. To receive interview consideration for closed promotional positions unit members must:

- (1) be currently working in the entry-level classification for the closed promotional position for which they are applying;
- (2) have successfully completed probationary status in their current position by the closing date of posting; and
- (3) have a current satisfactory performance evaluation.

c. After the closing date of a posted closed promotional position, if fewer than two (2) unit members within the entry-level classification apply, other inside and outside applicants will also receive interview consideration in order to insure that there is an adequate applicant pool.

d. As closed promotional positions arise, they will be posted on the regular posting schedule prepared by the Human Resources. Unit members interested in closed promotional openings must adhere to the timelines and instructions for applying to receive interview consideration.

6.402 Promotion or Transfer Salary Placement Criteria

Promotion or transfer salary placements effecting a change to a higher salary range will be implemented by placement on the same experience step (including training class increments).

6.403 Working out of Class (Inconsistent Duties)

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) work days within a fifteen (15)-calendar-day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) work days provided that his salary is adjusted upward for the entire period he is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his normal assigned duties. (Step 1 of the higher classification.)

6.5 PROMOTION

6.501 The District shall encourage employee advancement through promotion. Unit members shall be notified of vacancies as provided for in this Article. Unit members shall serve a probationary period in the new position of six (6) months, but shall have the right of return to the previous classification.

6.502 In-district applicants for a position will be screened for qualifications and evaluations and unit members will be excused from work, when necessary, for all District scheduled tests and interviews.

6.503 The District Promotional Report will be available to AFSCME upon request.

6.504 Training opportunities to enhance promotability will be available to those who request.

6.6 PROBATION

6.601 The probationary period shall be a period of six (6) months. Time on leave of absence shall not apply toward completion of the probationary period.

6.602 All new employees of the District and present employees promoted to a higher classification must satisfactorily serve the District for the prescribed probationary period of time before attaining the status of a regular or permanent employee. At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.

6.603—If, however, a person serves as a substitute or short-term employee, for more than 195 days in a fiscal year and then becomes a regular employee in the same classification, his/her service in the prior status shall count toward completion of the probationary period provided there has been no substantial break in service. In these cases, vacation and sick leave accrued from the date of initial employment shall be computed according to the percentage of time actually worked and accredited to the employee.

6.604 During the probationary period, a new employee may be dismissed at the discretion of the Superintendent or his/her designee. A presently employed employee promoted to a higher classification may be returned to his/her former classification at the discretion of the Superintendent or his/her designee.

6.605 Employees returning to District employ after a complete break in service of six (6) months or more, shall again serve the prescribed probationary period before attaining regular or permanent status.

6.7 PERMANENT STATUS

6.701 Classified employees to be designated as permanent employees of the District must serve a six (6)-month probation period.

6.702 The implementation of the employing agreement shall be according to the officially adopted and published job classification plan, and the officially adopted and published bargaining unit wage schedule.

6.8 PERSONNEL RECORDS

6.801 Personnel records shall be kept on all current employees and shall include the following:

- a. Employment status
- b. Evaluations
- c. Changes of status
- d. Other related materials

6.802 A separate folder containing each employee's salary information shall be retained in the Payroll department.

6.803 An employee of the District shall have the right to review the contents the employee's personnel file maintained in the District's Human Resources Department. A designated employee organization representative may, at the classified employee's request, accompany him/her in the review or independently review the file with the written authorization of the employee. An employee may receive a copy of his personnel file in instances of disciplinary action or other personnel actions of the District without cost. Any employee may obtain a copy of his or her file by paying the cost of copying, not to exceed the costs paid by those requesting copies, pursuant to Government Code § 6250 et seq.

6.804 A classified employee shall be provided a copy of all derogatory materials before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the materials and to prepare a written response to such materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place materials in a classified employee's personnel file shall sign the materials and signify the date of which such materials were drafted and placed in the file. The written response shall be attached to the material.

6.805 Access to personnel files shall be limited to only those who have a need-to-know. The contents of all personnel files shall be kept in the strictest confidence. All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized by Human Resources.

6.806 All written materials files (except for those prohibited by law) shall be available for

inspection by the employee involved in the presence of a Human Resources representative, by appointment.

6.9 EVALUATION

- 6.901 Probationary employees shall be evaluated by the immediate supervisor on or before the 90th day of employment, and a final evaluation on or before the 170th day of employment.
- 6.902 Each classified employee, and the manner in which he/she discharges his/her assigned duties, shall be evaluated annually. Such evaluation report shall be forwarded to the Director for Classified Personnel.
- 6.903 Permanent employees shall be evaluated by the immediate supervisor a minimum of once a year, near the employee's anniversary date (hire date).
- 6.904 Sections 6.902 and 6.903, notwithstanding, and evaluation of a classified employee shall be made at any time if his/her job performance of assigned duties, attitudes, or conduct on or off the job, are considered to warrant such.
- 6.905 The District agrees that evaluators should provide actual notice either orally or in writing which will reasonably apprise the employee of performance problems prior to them being noted on the final evaluation summary. This requirement is not intended to prevent an evaluator's direct feedback on the final evaluation summary of inappropriate behavior which any reasonable employee should have known was not appropriate.
- 6.906 The District agrees to provide notice to employees of his/her rights to representation for all who will receive unscheduled evaluations
- 6.907 A copy of the evaluation shall be given to the employee and discussed with him/her, and acknowledged by the employee by signature. A copy shall be retained by the supervisor and the employee, and one copy forwarded to Human Resources. In the event the employee disagrees with the evaluation, he/she may within twenty (20) work days submit a written statement to be attached to the evaluation.
- 6.908 The Board recognizes the right and privilege of an employee to evaluate his/her position and working conditions, and to make requests, criticisms, suggestions or complaints, provided such are made through the proper channels.
- 6.909 The District agrees to advise AFSCME in a timely manner when it determines that an unscheduled evaluation is to be conducted.

6.10 LAY OFF AND THE EFFECTS OF LAYOFF

- 6.1001 Classified personnel laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new candidates.

- 6.1002 Persons re-employed during this period are entitled to all leaves which were accumulated prior to their lay-off.
- 6.1003 Seniority shall be determined by date of hire with the District in a regular classified position.
- 6.1004 To facilitate a reduction in the classified work force necessitated by a lack of funds and/or a lack of work, the District shall lay off classified employees in accordance with the applicable sections of the Education Code and as supplemented below.

DEFINITIONS

- 1.1 **Layoff.** The termination of an employee because of lack of work and/or a lack of funds. An employee may be laid off if:
- 1.1.1 a position is being eliminated and the employee has the least hire date seniority in the classification;
 - 1.1.2 the employee has been displaced following the return from leave of an employee with greater hire date seniority;
 - 1.1.3 the employee has been displaced by an employee whose position was eliminated; or
 - 1.1.4 the employee has been unable to return to duty following the exhaustion of specified periods of paid and unpaid illness or industrial accident leave.
- 1.2 **Reemployment Rights.** The right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
- 1.3 **Reemployment List.** A list of the names of laid-off employees, arranged in rank from the greatest to least hire date seniority in the classification from which laid off, plus higher classifications.
- 1.4 **Bumping Rights.** The right, when actually facing layoff, to displace the least senior employee in the same classification or a lower classification in which the employee who is facing layoff has formerly held permanent regular status.
- 1.5 **Break in Service.** A complete separation of a regular employment relationship with the District. A Board-approved leave of absence, either paid or unpaid, is not considered a break in service.
- 1.6 **Higher classification.** Service in any classification within job families which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual employees.
- 1.7 **Hire Date Seniority.** The employee's first day of paid probationary service in a classification.

PROCEDURES FOR LAYOFF

- 2.1 **Notice of Layoff.** The District will give employees and AFSCME no less than thirty (30) calendar days notice prior to the effective date of their layoff. Such notice shall inform the employee of displacement rights, if any, and reemployment rights.
- 2.2 **Criterion for Layoff.** Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service shall be calculated on date of hire within the classification worked. If two (2) or more employees within a classification have the same hire date, the longevity base date will be used to determine as to who shall be laid off first and if that date is the same then the first day of paid service with the District will be used, and if that is the same, then the determination will be made by lot.
- 2.3 **Order of Layoff.**
 - 2.3.1 Classified employees shall be laid off in inverse order of hire date seniority by job classification. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
 - 2.3.2 No permanent or probationary classified employee shall be laid off from any position while employees serving short-term or substitute status are retained in positions of the same classification.
- 2.4 **Rights of Employees Upon Layoff.**
 - 2.4.1 A reemployment list for each classification subject to layoffs will be established and maintained for at least thirty-nine (39) months, or until exhausted, whichever is sooner.
 - 2.4.2 The names of employees who are laid off will be placed on the reemployment list by hire date in accordance with length of service in the classification, plus higher classification.
 - 2.4.3 Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy within the laid off person's classification.
 - 2.4.4 Employees on reemployment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants, as provided for in the rules of the District.
 - 2.4.5 An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of thirty-nine (39) months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

2.4.6 Those entitled to bump may bump into a position of greater, same, or fewer hours.

2.5 Demotions in Lieu of Layoff.

2.5.1 In lieu of being laid off, an employee may elect demotion to a classification with a lower salary status in which the employee had previously served under permanent status provided that the employee has a greater hire date seniority in the classification than the incumbent employee. The employee shall be allowed to bump the employee with the least hire date seniority in the lower classification.

2.5.2 Any employee will be automatically considered for demotion in lieu of layoff unless he or she indicates otherwise. The employee must notify the District in writing within five (5) working days after receiving layoff notice and rights to demotion.

2.5.3 Any employee demoted pursuant to this rule shall receive the closest salary step of the new salary range of the classification which is closest to, but not greater than, the employee's present salary.

2.5.4 An employee displaced pursuant to this rule shall have the same rights as persons laid off for lack of work or lack of funds.

REEMPLOYMENT

3.1 Laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. Employees shall not have to apply or interview to obtain his/her position.

3.2 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position which increases assigned time as vacancies become available for an additional period of twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification still applies. Such employees shall be ranked in accordance with their hire date seniority on the reemployment lists.

3.3 When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee will be notified and given the opportunity to accept the vacancy. The laid off employee may decline the offer of employment and retain their position on the list. The offer will then be made to the next person on the list. The laid off employee will only be eligible for the position the employee held when laid off. A laid off employee may refuse the first offer, but the rejection of the second will constitute a waiver of the employee's statutory right to be on the reemployment list.

- 3.4 An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in his original classification or any other classification for which qualified, and such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.

OTHER LAYOFF CONSIDERATIONS

Employees who are subject to layoff will be offered vacant positions at an equal or lower classification within the unit job family from which the employee was displaced.

The District will notify AFSCME of pending layoff actions which affect employees within the bargaining unit.

A Job Family is a group of classifications whose essential functions are closely related but require progressively more complex skills to perform successfully as you progress up the job family ladder.

The employee who is placed in a vacant position within the job family must meet the minimum qualifications of that position and will be required to serve a six (6)-month probationary period. Should the employee not successfully complete the probationary period, the employee would be placed on the thirty-nine (39) month reemployment list for which the employee would otherwise have been qualified.

On notification of layoff, employees may file with the District a list of classifications in which the employee is interested. Except for closed promotional positions, the District will interview the employee for positions where the employee meets the minimum qualifications.

The definition of "job family" is intended to be narrowly defined (i.e., Office Assistant I, II and III), and not to be more broadly defined (i.e., Office Assistant III and Staff Secretary); however, the District will continue to attempt to accommodate employees to be laid off to other vacant positions within other classifications provided no law prevents that accommodation.

6.11 DRUG TESTING FOR SAFETY SENSITIVE POSITIONS

- a. The District encourages employees in safety sensitive positions to indicate as early as possible if a drug or alcohol problem exists. By establishing a standard of rehabilitation which says that if you come forward voluntarily (prior to a positive result in a random drug or alcohol screening), it will encourage employees to confront their needs as early as possible (because if they wait, they will be terminated if found positive). The District and AFSCME are beneficiaries of the public trust which says that those performing public service in safety sensitive positions should be held accountable for strict standards to insure public safety. We believe that it would be inappropriate to allow those testing positive to continue in the public service.
- b. Unit members employed in safety sensitive positions are required to adhere to the District's Drug and Alcohol Testing Program, Policy and Reference Guide which is incorporated by reference as if fully set out herein.

ARTICLE 7

HOLIDAYS/VACATIONS/LEAVES

7.1 HOLIDAYS

The following fifteen (15) holidays will be designated on the annually negotiated classified calendar. On March 31, or on the day determined by the governing board, public schools and educational institutions may include exercises, funded through existing resources, commemorating and directing attention to the history of the farm labor movement in the United States and particularly the role therein of Cesar Chavez. AFSCME desires to co-ordinate with our other bargaining units ways in which the celebration may be co-operatively planned and implemented:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day Before and After Thanksgiving Day
- Local Holiday of December 25
- Last Working Day Before Local Holiday of December 25
- New Year's Day
- Last Working Day Before New Year's Day
- Martin Luther King Jr. Day
- Lincoln Day
- Washington Day
- One Local Holiday
- Memorial Day

7.102 Employees will receive those holidays falling within their working year. Holidays falling within the employee's vacation period do not count as vacation days.

7.2 VACATIONS

7.201 **Definitions:** **Month**-a calendar month beginning on the first day of the calendar month and ending on the last day of the month. **Fiscal year**-the period from July 1 to June 30.

- a. Any employee beginning work prior to the 16th day of the month will be considered (for vacation purposes only) to have begun work on the first day of the month.
- b. Any employee starting to work after the 15th day of the month will be considered (for vacation purposes only) to have begun work on the first day of the following month.
- c. Any employee terminating after the 15th day of the month, will be considered (for vacation purposes only) to have terminated work on the last day of the month.
- d. Any employee terminating before the 16th day of the month will be considered (for

vacation purposes only) to have terminated on the last day of the preceding month.

7.202 General Provisions:

All regularly employed classified employees working full or part time shall receive vacation as follows:

- a. Unit members who are employed full time are allowed the number of work days of vacation with pay each year as specified in Section 7.204.
- b. Less than one (1) year's service earns vacation in proportion to the time served.
- c. Part time employees on regular contract earn vacation which is prorated according to the time served.
- d. Summer school employees earn sick leave or vacation as provided in Section 45102 and any other applicable sections of the California Education Code.
- e. The term of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year July 1 to June 30 of the following year.
- f. Absence from duty of a member of the classified staff due to accident, bereavement, illness, quarantine, jury duty, being subpoenaed as a trial witness, or in response to a governmental summons not caused by his/her own connivance or misdeeds, shall not be considered as an interruption in continuity of service in the determination of vacation rights.
- g. Vacation credit will be granted for leaves of less than one (1) month and for the use of earned accumulated sick leave.
- h. Earned vacation days in one (1) year must be used by the end of the following fiscal year, but in no case shall earned, accumulated vacation days exceed thirty (30) in any fiscal year. For those employees who have accumulated more than thirty (30) vacation days by the end of the fiscal year, each supervisor or manager shall create a plan for vacation utilization. All accumulated vacation above the thirty (30)-day cap must be utilized by the 2003-2004 fiscal year.
- i. No employee will be allowed to accumulate more than thirty (30) days of vacation by the end of the fiscal year; if that occurs inadvertently, a manager shall either pay for or schedule the excess days of vacation.

7.203 Use:

- a. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school or department and require prior approval by the employee's direct supervisor.
- b. Eligible employees must apply for vacation to the supervisor at least two (2) weeks in advance of the desired beginning date. Special consideration shall be given to emergencies.

- c. The District will consider the preference of the employee in the scheduling of vacation leave, and particular concern will be paid to allowing employees to schedule vacation when families can be together.
- d. An employee who anticipates termination in this District may take accrued vacation prior to the termination date with proper approval.
- e. All vacation may be canceled without notice in event of emergency.

7.204 Accrual Rate:

- a. For the first year of employment, vacation time will be earned at the rate of one (1) day per month.
- b. Beginning with the second year of employment, vacation time will be earned at the rate of one and one-fourth ($1 \frac{1}{4}$) days per month.
- c. Beginning with the fifth year of employment, vacation time will be earned at the rate of one and one-half ($1 \frac{1}{2}$) days per month.
- d. Beginning with the tenth year of employment, vacation time will be earned at the rate of one and two-thirds ($1 \frac{2}{3}$) days per month.
- e. Beginning with the fifteenth year of employment, vacation time will be earned at the rate of two (2) days per month.

7.3 LEAVES

7.301 General Leave Policies

- a. Except as otherwise provided in this Agreement, all leaves require prior District approval.
- b. If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave. Such evidence shall be required within a reasonable time. Leave abuse shall be grounds for appropriate disciplinary action.
- c. Eligible employees on paid leave shall continue to receive the benefits provided in Article 9, Benefits.
- d. Eligible employees on unpaid leave shall be entitled to continue their health and welfare benefit coverage at their own expense.
- e. When feasible, at least twenty-four (24) hours notice shall be given of leave to be taken. For long-term leaves, notice shall be given within one (1) week of knowledge of the occasion for leave.
- f. The District may require a physical examination at District expense by a medical

practitioner to confirm fitness to return to work and/or perform assigned duties.

- g. An employee who does not return at expiration of leave may, ten (10) work days following the expiration of the leave, be deemed a voluntary resignation and his/her employment may be terminated by the District.
- h. Immediate family referred to throughout Article 7 shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchildren, foster parents, or any relative living in the immediate household of the employee.

7.302 Sick Leave -- General Provisions

- a. Sick leave or absence with pay due to illness or injury is a privilege granted to school employees to protect the health and welfare of both employees and students.
- b. Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposes which require specialized treatment for themselves or any person in the household. Sick leave used for dependents is not to exceed three (3) days annually unless special circumstances are approved by Human Resources.
- c. Absence by reason of illness or injury shall be governed by the following provisions:

Classified employees shall be entitled to leave of absence for illness, accident, quarantine, or injury as provided by the Education Code. Any unused portion of the earned annual sick leave shall be accumulated without limit and is transferable within one year from district to district as provided by the Education Code.

Requests for transferring sick leave are available in the Human Resources office.
- d. A permanent employee who resigns and is re-employed within thirty-nine (39) months, shall have reinstated all unused sick leave credit existing at the time of resignation.
- e. Verification of illness by a medical doctor may be required by the District for any absence of five or more days for which sick leave is claimed.
- f. Each month the employee is provided a pay warrant which reflects his/her accrued sick leave.

7.303 Procedures for Request for Leave

A Request for Leave of Absence form (Appendix D) provided by the District shall be completed by each employee requesting a leave noting specifically:

- a. Type of leave

- b. Explanation of purpose of leave
- c. Inclusive dates of leave (from ____ through ____)
- d. Signature of employee
- e. Signature and recommendation of supervisor

7.304 Sick Leave -- Accrual Rate

- a. Allotment - all classified employees employed five (5) days a week shall be granted twelve (12) days leave of absence with full pay each year for illness or injury exclusive of all days they are not required to render service to the District. Such sick leave shall be prorated for classified employees employed less than full time. Full time is defined as (a) eight (8) hours a day, or (b) forty (40) hours a week.
- b. A new employee is eligible to take no more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, for the first six (6) calendar months of active service with the District.
- c. If an employee does not take the full amount of leave allowed in any one (1) year, then the amount not taken shall be accumulated from year to year.

7.305 Industrial Accident and Illness Leave

Eligibility for Workers' Compensation in addition to that required by the Workers' Compensation laws will be established at the time a unit member becomes permanent.

AFSCME and the District recognize that the forum for the determination of the legitimacy of a claim for an industrial injury is the Workers' Compensation system. The District agrees to be bound by a determination of the Workers' Compensation system. AFSCME recognizes the right of the District to challenge a claim.

Unit members shall be entitled to industrial accident and illness leave of absence with pay as authorized by Education Code Section 45192 as follows:

- a. Sixty (60) work days in any one (1) fiscal year for the same accident.
- b. Leave authorized by this rule shall not be accumulated from year to year.
- c. Leave authorized by this rule shall commence on the first day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation Laws of this state, exceed the normal wage for the day.
- e. The leave authorized by this rule shall be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness

occurred, for the same illness or injury.

- g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage.
- h. The unit member will keep and cash wage loss benefit checks received under the Workers' Compensation laws of this State. The District will issue the appropriate warrants to pay less the amount of the wage loss benefit checks during the month the District is notified of the issuance of the check by Risk Management. Normal retirement and other authorized contributions will be deducted based on the member's wages before deducting the wage loss benefit checks and other authorized contributions.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of his position, he/she shall, if not placed in another position, be placed on a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- j. Any unit member receiving benefits as a result of this action shall, during periods of injury or illness, remain in the State of California unless the Superintendent or designee authorized travel outside the state.
- k. An employee who has been medically released and fails to report for work will be terminated in accordance with Section 7.301 (g).

7.306 Imminence of Death

- a. All unit members shall be granted three (3) paid leave of absence days within the State of California, or five (5) paid leave of absence days if out of state, for imminent death of any member of his/her immediate family.
- b. Imminent death shall be determined by the physician. The unit member may be required to verify the physician's opinion.
- c. Such leave shall not be deducted from accumulated sick leave.

7.307 Bereavement

- a. All unit members shall be granted three (3) paid leave of absence days within the State of California, or five (5) paid leave of absence days if out of state, for death of any member of his/her immediate family. Prior approval is not required.
- b. Such leave shall not be deducted from accumulated sick leave.

7.308 Occupational Purpose Leave

This leave may be granted to members of the classified staff without loss of pay at the discretion of the Board, and upon the recommendation of the Superintendent for attendance at workshops, institutes, or other meetings having direct and important bearing on aspects of the District's overall operations. Actual expenses of staff members will be paid by the District. Refer to Article 10 for application for professional growth.

7.309 Jury and Legal Leave

- a. A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.
- b. If a unit member is subpoenaed as a witness in court, or before some other tribunal authorized to issue subpoenas and is not a litigant, or appears as a witness for the governing board without a subpoena, no salary deduction will be made for such absence. A subpoena, or letter from the attorney representing the Board stating that the unit member was called as a witness for the Board, must be filed with the Human Resources.
- c. However, any employee called to make a court appearance as a litigant or because he/she is involved due to his/her own connivance and misdoings, shall receive no salary during the time of his/her absence.
- d. Any amount received by a unit member for services on a jury, or as a subpoenaed witness during time that leave is taken shall be paid to the District, except that a unit member may retain any fees paid as an allowance for travel or subsistence.
- e. Employees who work evening or alternative shifts who are called to jury duty, shall be considered temporarily transferred to a Monday through Friday day shift when actually required to report for jury duty.

7.310 Religious Observance

- a. Members of religious faiths whose religious holidays are not State recognized holidays will be granted leaves from duties on their major religious holidays sufficient to attend the services in their place of worship without loss of pay.
- b. Such absences shall not exceed two (2) full days in any fiscal year.

7.311 Personal Emergency Leave

- a. Unit members may be granted a personal emergency leave of absence with pay for not more than five (5) days upon the recommendation of the Superintendent or designee and the approval of the Board of Education.
- b. Personal emergency leave shall not be used for such reasons as: extension of a personal vacation or social event; a convention related to the employee's avocation.

7.312 Personal Necessity Leave

- A. During any school year (July 1 through June 30), unit members may not use more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:
 - a. Death or serious illness (may be defined as an illness that may be terminal) of a member of his/her immediate family.
 - b. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her work day.
 - c. The birth or adoption of his/her child.
 - d. Appearances in court as a litigant.
- B. One (1), two (2), or three (3) of the seven (7) personal necessity days above may be used during any school year under the following qualifying conditions for the reasons defined below:

Qualifying conditions:

- a. One (1) to twenty-nine (29) days accumulated sick leave = one (1) day personal necessity.
- b. Thirty (30) to fifty-nine (59) days accumulated sick leave = two (2) days personal necessity.
- c. Sixty (60) or more days accumulated sick leave = (3) days personal necessity.

Reasons:

- a. Death involving close friends or relatives other than immediate family.
- b. Accident involving relatives other than members of the immediate family.

- c. Illness involving relatives other than members of the immediate family.
- d. Attendance at religious observances, weddings, or observances honoring a unit member or members of the unit member's immediate family. Should a unit member not be eligible for incentive days because of serious illness or limited seniority, he or she may request utilization of other sick leave days for the observance of religious holidays.
- e. Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday.
- f. Unexpected personal or family situations which require immediate attention.

7.313 Long Term Leaves

- a. A unit member may be granted a leave of absence, with or without pay, by the Board of Education upon recommendation of the Superintendent or designee for a period not to exceed one (1) year when such action is not contrary to the best interests of the District.
- b. Such leaves of absence may be extended or renewed for a period not to exceed one (1) additional year. The beginning date of a leave of absence shall be the first working day on which the unit member does not actually work, or is not being paid sick leave.
- c. Reinstatement after long-term leave: Upon returning from a leave of absence, the unit member shall be reinstated to his/her original position-if arrangements have been made and stipulated in writing at the time of leave. Otherwise, a person returning from leave of absence shall be eligible for reassignment within the classification.
- d. For purposes of retirement, long-term leaves of absence shall not be considered as a break in service.

7.314 Maternity Leave

- a. Maternity leave provided by this section is an unpaid leave taken when the unit member is not disabled by her pregnancy or when she does not have any leave balances.
- b. A unit member may continue to work as long as her condition will permit, or she may request a leave before the expected date of birth. Either option shall be based on recommendation of her physician. The Superintendent or designee may require such a physician's recommendation from the unit member.
- c. Requests for such leave shall be filed with Human Resources at least three (3) weeks prior to the beginning date of the requested leave whenever possible.

7.315 Pregnancy Disability Leave

- a. Pregnancy Disability leave provided by this section is a paid leave of absence prior to or after the birth of the baby for a length of time specified by your attending physician.
- b. A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to Human Resources which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use sick leave.
- c. Request for such leave shall be submitted to Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence whenever possible.

7.316 Child Care Leave

- a. Child Care leave provided by this section is an unpaid leave of absence requested by a birth parent or adoptive parent for a length of time approved by the District and Board of Education.
- b. A unit member who is a natural or adoptive parent may be granted an unpaid leave for child care which shall not exceed one (1) calendar year.
- c. Requests for such leave shall be filed with Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence whenever possible

7.317 Family And Medical Leave

7.317.01 LENGTH OF LEAVE ENTITLEMENT: An eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12)-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the , leave shall be counted towards the available twelve (12) work weeks within a twelve (12)-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to twelve (12) times the number of hours normally worked weekly.

7.317.02 LENGTH OF EMPLOYMENT ELIGIBILITY: Any employee who has been employed for a least twelve (12) months AND who has been in a paid status for at least 1,250 hours during the twelve (12)-month period immediately preceding the commencement of the leave is eligible for *Family and Medical Leave*.

7.317.03 ELIGIBLE PURPOSES: Leaves for any of the following purposes qualify for *Family and Medical Leave*.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, the attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of child.

If both the husband and wife are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to twelve (12) work weeks during any one (1) fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility.
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
4. Continuing supervision by a health care provider when the parent, child,

spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

1. Two (2) or more visits to a health care provider;
2. Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
3. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- a) has equivalent pay and benefits; and
- b) better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for leave.

7.317.04 PAID/UNPAID LEAVE: Leave provided in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.

7.317.05 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the twelve (12) weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other

applicable policies.

7.317.06 FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control".

Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within thirty (30) days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

7.317.07 EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

7.317.08 MEDICAL CERTIFICATION/RECERTIFICATION: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every thirty (30) days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own

expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen (15) days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen (15) days, or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

7.317.09 **ADVANCE NOTICE REQUIRED:** If the event necessitating the leave becomes known to the employee more than thirty (30) calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, thirty (30) days written, advance notice.

If the event necessitating the leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five (5) work days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

7.317.10 **REINSTATEMENT UPON RETURN FROM LEAVE;** Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

7.317.11 **REMEDIES FOR EMPLOYER VIOLATION OF THE ACT:** If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two (2) years after the last action which the employee contends was in violation of the Act, or three (3) years if the violation was willful.

7.318 Military Leave

- a. Unit members who are enrolled in any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code and Education Code.
- b. All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the employee should submit a written request to Human Resources giving full particulars therein before requesting orders for active duty training. A copy of the employee's military orders shall be provided to the immediate supervisor and Human Resources as soon as possible.

7.319 Health and Hardship Leave

- a. At the discretion of the District, a unit member may be granted a leave of absence not to exceed one (1) calendar year without pay for health reasons. Unit members may apply for an extension of this leave.
- b. At the discretion of the District, unit members may be required to furnish a physician's statement or other acceptable proof to substantiate sick leave need or leave of absence for reasons of health.
- c. Reinstatement after health and hardship leave: Upon returning from a leave of absence, the unit member shall be reinstated to his/her original position if arrangements have been made and stipulated in writing at the time of leave. Otherwise, a person returning from leave of absence shall be eligible for reassignment.
- d. For purposes of retirement, long-term leaves of absence shall not be considered as a break in service.

7.320 Organization Leave

- a. A unit member's election as an officer or member of the executive board of the Union or appointment to act on Union business, shall be considered a good and sufficient reason for a leave of absence.
- b. Any unit member elected or appointed to a full-time position in the Union shall be given a leave of absence for the duration of his/her term of office, which period may be extended upon official written request from the Union.
- c. Upon return from such leave of absence, the unit member shall be reinstated without loss of seniority at the current rate of pay or any other benefits entitled to, but not during the period of absence except as stated elsewhere in policies or regulations.
- d. Union representatives [not to exceed four (4)] will be granted reasonable release

time upon timely request for union related business. Cost of the substitutes will be paid by AFSCME upon request.

7.321 Extended Leave of Absence for Illness

- a. If a person is absent beyond accumulated sick leave because of illness for a period of five (5) months or less, a leave of absence may be requested at the expiration of accumulated sick leave. The reasons, anticipated date of return, and doctor's confirmation shall be included in the request. Such leave, if granted, protects an employee's employment until the expiration of such leave. Vacation pay, holiday pay, sick leave, or longevity benefits are not earned by employees on such leave.
- b. If, at the conclusion of this leave of absence, the unit member is still unable to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the prescribed thirty-nine (39) months the unit member is able to assume the vacancy in the classification of previous assignment, reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the unit member shall be ranked according to proper seniority.

7.322 Catastrophic Leave

7.322.01 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/AFSCME committee will review requests and make recommendations to the Board of Education.

7.322.02 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 7.322.17.

7.322.03 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.

7.322.04 The AFSCME Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

- a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
- c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- (1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
 - (2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
 - (3) The employee has exhausted all accrued paid leave credits.
 - d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible leave credits at a minimum of eight (8) hours, and in hour increments thereafter.
 - (1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of twelve (12) consecutive months.
 - (2) The verification of catastrophic injury or illness required pursuant to paragraph (d) of subdivision 7.322.04.
 - (3) Making all transfers of eligible leave credit irrevocable.
 - e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 7.322.05 All unit members on active duty with the District are eligible to contribute to the AFSCME Catastrophic Bank if they have accrued a minimum of ten (10) days sick leave.
- 7.322.06 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 7.322.07 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- 7.322.08 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 7.322.09 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.

- 7.322.10 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 7.322.11 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 7.322.12 An additional day of contribution will be required of participants if the number of days in Bank falls below 500. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 7.322.13 If the number of days in the Bank at the beginning of a school year exceeds 1000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 7.322.14 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 7.322.15 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 7.322.16 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 7.322.17 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

ARTICLE 8
COMPENSATION

8.1 WAGE STUDY

8.101 It is the purpose of the Elk Grove Unified School District to provide a salary program which insures all employees fair and equitable payment within the District's financial ability for work performed. Pursuant to the collective bargaining process, the Superintendent shall annually submit a salary proposal for Board approval and submission for negotiation which takes into account:

- a. The financial resources available for salary adjustment and other program improvement. "Available Resources" is defined as total projected income, less costs of maintaining all existing programs at current levels of service.
- b. The cost of achieving and/or maintaining parity with median total compensation paid in the comparison districts which are listed below:
 - 1. Clovis Unified School District
 - 2. Fremont Unified School District
 - 3. Fresno Unified School District
 - 4. Lodi Unified School District
 - 5. Mt. Diablo Unified School District
 - 6. Sacramento City Unified School District
 - 7. San Juan Unified School District
 - 8. Stockton City Unified School District
 - 9. West Contra Costa Unified School District

and

- c. The cost of adjusting total compensation in terms of the December to December change in the National Cost of Living Index. "Total Compensation" is defined as salary plus District contributions to retirement, medical benefits, unemployment insurance, workman's compensation, and other fringe benefits which may be provided. The distribution of a cost of living adjustment over the components of "total compensation" will be negotiable.

8.2 SCHEDULE STRUCTURE

8.201 The classified salary schedule will provide for five (5) annual increments, each of which will be approximately 7% higher than the prior step. There is a sixth step available to employees which can be reached after an employee serves two (2) years on step 5.

8.202 The classified salary schedule will provide for three (3) training class increments of 3% each. Each training class will require the completion of the equivalent of eight (8) semester hours

of college credit or fifteen (15) clock hours of instruction per unit (120 hours total). Credits may be earned in a variety of ways.

- a. Adult school, community college, college or university courses which are pre-approved by the immediate supervisor and by appropriate District administrator.
- b. Special workshops offered by the District for specific purposes, enrollment pre-approved by the immediate supervisor and appropriate District administrator.
- c. Inservice courses designed and offered by the District, enrollment by invitation or by application with pre-approval of immediate supervisor and appropriate District administrator; and
- d. Workshops, inservice programs, conferences, etc. offered by private firms, other public agencies, or trade unions; enrollment for salary credit by application and pre-approval by immediate supervisor and appropriate District administrator.

8.203 The District agrees to continue the lottery payments for unit members according to the system adopted by both AFSCME and the District in previous years.

8.204 Compensation for the next three years of this agreement beginning with the 2001-2002 fiscal year and ending with the 2003-2004 on June 30, 2004 will be as follows:

- a. The District agrees to funded COLA in accordance with the practice under the former contract for 2001-2002, 2002-2003, 2003-2004.
- b. Funded COLA is the amount which the District actually receives in increased revenue limit per ADA. It is not intended to include funds already received by the District in some other category. In the event that there is a dispute concerning the percentage, the District and AFSCME agree that Paul Goldfinger of School Services, Inc. shall be asked to designate a number for funded COLA which shall resolve the controversy. If he is not available, then the District and AFSCME will select a respected financial person to designate "funded COLA."

8.3 LIMITATIONS

8.301 Prior Experience. The employer may grant prior experience for salary schedule placement upon verification of comparable experience in the area he/she is assigned.

8.302 Experience step advancement will be earned at the completion of an assigned work year, i.e., school year, ten (10) months, twelve (12) months, commencing with the original date of hire. For purposes of step advancement calculation, employees beginning work prior to the 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.

8.303 Advancement to Training Class levels is based upon units/credits earned after hire date.

8.304 Training class changes will be made at the beginning of each school year (July 1) and will be

based on evidence of completion of the required units or hours of in-service training (transcripts, certificates of completion, or other acceptable documents) and evidence of prior approval as required.

- 8.305 Evidence of completion documents must be submitted to the Human Resources by October 1; the new salary will be retroactive to July 1, or to the start date of the work agreement, and be implemented no later than the December 1 payroll.
- 8.306 Employees who expect to have enough units earned to qualify for a salary change on October 1, must complete an application for training class change and submit it to Human Resources on or before April 15 of the school year preceding the school year for which advancement is desired.
- 8.307 Units may be approved for training class credit for two basic purposes:
 - a. Development or improvement of skills which relate directly to the current position or classification; or
 - b. Preparation for promotion to another position or job classification within the District. In such cases, supervisors will approve for salary credit only those units which have relevance for both the current position and the target position.
 - c. An employee may receive no more than one training class change per year.

8.4 LONGEVITY BONUSES

- 8.401 Longevity bonuses for classified personnel will be paid at the end of the seventh, tenth, thirteenth, sixteenth, nineteenth, twenty-second, and twenty-fifth years at the following rates:
 - a. (Figures for 2001-02 school year:)
 - At the end of the 7th year - \$464 annually
 - At the end of the 10th year - \$703 annually
 - At the end of the 13th year - \$913 annually
 - At the end of the 16th year - \$1,148 annually
 - At the end of the 19th year \$1,385 annually
 - At the end of the 22nd year \$1,634 annually
 - At the end of the 25th year \$1,879 annually
 - b. Longevity bonuses will be increased by the same percentage as the salary schedule is increased.

8.5 OVERTIME PAY

- 8.501 Overtime hours shall be defined as follows:
 - a. Hours worked in excess of eight (8) hours in any one day.

- b. Hours worked in excess of forty (40) hours in any one (1) week or for employees who work alternative work schedules, hours worked in excess of employee's regularly scheduled shift. For example, when an employee works a four (4) days at ten (10) hours a day, an eleventh hour worked would be an overtime hour.
- c. Hours worked on any declared District employee holiday, legal holiday, Saturday or Sunday.
- d. Those unit members who voluntarily elect a workweek other than Monday through Friday shall be ineligible for the provision of Section 8.501c only for the time they hold the non-standard workweek. Section 8.501c shall reapply to them if they were to return to a Monday-Friday workweek by transfer or promotion.
- e. Before implementing a program which uses the above exemption, the District agrees to consult with the Union.

8.502 Overtime must be approved or ordered in advance by the appropriate supervisor.

8.503 Overtime pay/compensatory time shall be computed at the following rates:

- a. Hours worked in excess of regular forty (40) hour work week and hours worked on Saturday -- time and one-half employee's rate of pay.
- b. Hours worked on Sunday -- two times employee's rate of pay.
- c. Hours worked on holiday -- regular pay for the holiday plus double time for all hours actually worked on the holiday.

8.504 Unit members have the right to accept or reject overtime work compensated by either overtime pay or compensatory time off (CTO) offered at the discretion of the immediate supervisor.

8.505 Based on mutual agreement between the employee and the immediate supervisor, CTO will be taken within twelve (12) months of the date earned. If the appropriate supervisor does not approve the use of CTO within twelve (12) months of its accrual, the unit member shall be paid overtime.

8.506 The immediate supervisor will make every effort to provide the opportunity for unit members to use compensatory time as earned, (i.e., four (4) hours worked equals six (6) hours off at one time, not to be fragmented).

8.507 Unit members shall elect whether overtime work shall be compensated by overtime pay or compensating time off. If the member elects overtime pay, such pay shall be paid within thirty (30) days of the work.

8.6 MISCELLANEOUS - WAGES

- 8.601 There shall be a swing and graveyard shift differential as reflected in the salary schedule. If a swing shift is initiated, those employees working more than 50% of their hours after 3:00 p.m. will receive the differential.
- 8.602 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
- 8.603 District contributions for classified employee's retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.
- 8.604 Repayment of money owed to the District. If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed below:
- a. The District shall notify the employee of the amount and the nature of the overpayment. This notification shall be given to the employee not less than thirty (30) days prior to the deduction of the amount owed from the employee's pay check and shall include the language set forth in Section 8.603 of this Agreement. If the employee does not dispute the debt, the District may begin deducting from the next regular pay check an amount equal to 5% of the employee's net pay check until the debt is paid. The Union shall receive notification at the same time the employee is notified of the need for repayment. The repayment at the rate of 5% of net pay will be adjusted in cases of hardship to the employee. Nothing in this section shall preclude an employee from agreeing to repay the debt owed in larger increments providing the agreement is voluntary and is reduced to writing.
 - b. If the employee disputes the debt, information regarding the dispute shall be submitted within ten (10) days of the notification of the debt owed, to the Director of Finance for consideration.
 - c. If the employee disputes the decision of the Director of Finance, information regarding the dispute shall be submitted within ten (10) work days of the notification of the Director of Finance's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular pay check shall begin in amounts set forth in Section 8.604 (a).
 - d. The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.

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

8.7 RECLASSIFICATION

- 8.701 The position reclassification plan shall be annually reviewed and used as a procedure for the classification and descriptions of the kinds of work performed by the classified employees and for the grouping of similar positions together under common job titles.
- 8.702 Classified employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent. Necessary changes in assignments may be made at any time through procedures.
- 8.703 When an existing classification is reclassified, an employee shall be on the same step as the step occupied on the previous range (including training increments).
- 8.704 No employee shall be eliminated by virtue of reclassification of position. If a position is reclassified, the current employee shall continue at the position and assume the new classification. In no case shall reclassification result in the lessening of an employee's salary.
- 8.705 The procedure for reclassification is located in Appendix B.

8.8 TRAVEL

- 8.801 Payment of mileage for the use of his/her private vehicles in District operations shall be made to the employee so using his/her vehicle.
- 8.802 Such use, however, shall have been approved in advance by the appropriate supervisor and the consent of employee with the understanding the District accepts no liability.
- 8.803 Use of an employee's private car for District needs may be approved by proper supervising or administrative personnel and reimbursement shall be made to the employee in accordance with current District practices.
- 8.804 The District agrees that employees who are working within the course and scope of their employment are the responsibility of the District provided, however, that employees who periodically drive their own vehicles in the fulfillment of their District jobs shall have their own insurance as the primary carrier in the event of an accident. The District will develop a consent form which will apprise the employee of their responsibility to maintain a current driver's license, a vehicle in good work condition, and insurance. The employee's execution of the form will be voluntary and required prior to letting the employee drive their own vehicle.

ARTICLE 9

BENEFITS

9.1 GENERAL

- 9.101 Appropriate insurance coverage for employees/dependents will be provided by the District with options available to employees/dependents at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available.
- 9.102 Upon initial employment each unit member will be notified of the availability of health and insurance benefits contained in this Article and shall have thirty (30) calendar days from the date of employment to enroll.
- 9.103 All employees of the District are covered by liability and indemnity insurance carried by the District.
- 9.104 The District and AFSCME agree to a continuation of the current system of paying for health benefits for 2001-2002, 2002-2003, 2003-2004 except as set out below. Other modifications to the health benefit package or payments will be negotiated with the health insurance committee. Health benefits for 2002-2003 will be negotiated including responsibility for payment.
- a. Effective July 1, 2001, eligible employees will make a contribution to their current health care benefit package of \$28.00 tenthly. Effective July 1, 2002, eligible employees will make a contribution to their current health care benefit package of \$29.00 tenthly. Effective July 1, 2003, eligible employees will make a contribution to their current health care benefit package of \$30.00 tenthly.
 - b. Those dental eligible employees who elect the dental PPO receive back the difference in cost between the two plans as a part of their regular pay warrant. The actual dollar amount is subject to change each fiscal year.
 1. Beginning with the 2002-2003 school year, the Delta Preferred Option (DPO) will be dropped, and the District will revert to the single Delta Premier policy. The dental coverage will continue to be offered with the District paying 100% of the premium.
 2. All employees currently subscribing to the DPO plan will be automatically enrolled in the Delta Premier Plan at the 100% coverage level unless they elect to waive their dental coverage during Open Enrollment.
 - c. The dental benefit program will reimburse orthodontia 50% of the cost to a maximum of \$2,500.
 - d. The District and AFSCME agree to continue to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective

July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000,. The District will continue the payments for existing retirees as set out in current agreements, and the District will make the agreed upon contribution to the trust (\$56.00, effective July 1, 2001, \$58.00, effective July 1, 2002, and \$60.00, effective July 1, 2003) tenthly for each benefit qualified unit member).

- e. It is intended that the EGBERT board will be made up of one representative from AFSCME, one from ATU, one from CSEA, one from EGUSD MGT, one from EGEA one from PSWA, and two from current retirees (one certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District.
- f. Those waiving health benefits shall be paid \$650 annually.
 - 1. Beginning with the 2002-2003 school year, the waiver to be paid as cash in lieu of enrolling in the dental program will be increased from \$120 a year to \$200 per year (\$25 twelfthly).
 - 2. The overall waiver to be paid as cash in lieu of enrolling in the medical plans shall be increased from \$650 to \$1470 a year (\$122.50 twelfthly).
 - 3. The enhanced waivers will be piloted for the 2002-2003 year to determine if the increased waiver amount reduces the overall contribution for premiums.

9.105 The District and the Unions recognize that the current premiums for coverage are in an inflationary spiral that will demand additional solutions for the 2003-2004 policy year. Options may include increasing copays for pharmaceutical drugs for brand name products, increasing office visit and emergency room copays, the institution of a hospital copay, the modification of total compensation patterns after the expiration of current three-year agreements, increasing the number of pooled employees to exercise greater bargaining leverage with providers and insurance companies, and the reduction in other District expenditures.

9.106 The District and its bargaining units will work together to maximize quality insurance programs at affordable rates.

9.107 The District will enhance its educational programs on benefits to alert employees to options that don't include double coverage, the right to change benefit programs if a spouse has an open enrollment period, and other issues to assist employees make informed decisions.

9.108 Beginning with the 2002-2003 school year, the District will implement a system of auditing eligibility for benefits to assure all those receiving benefits are entitled to do so.

9.2 ELIGIBILITY

- 9.201 Unit members whose regular or temporary assignment is half-time or more shall be eligible to enroll.
- 9.202 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan, i.e. 7/1 through 6/30.
- 9.203 Half-time shall be fifty percent (50%) of the full-time regular or temporary position to which the unit member is assigned.
- 9.204 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plans under this section provided they have at least 120 months of service at qualifying time (twenty [20] hours or more per week) immediately prior to retirement date. Retirees must be actively drawing retirement benefits from PERS. Such retirees shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e. enrollment in Part A and B of Medicare.
- 9.205 A unit member granted a leave of absence approved by the Elk Grove Unified School District Board of Education may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of monthly premium, unless such leave falls within the provisions of FMLA or CFRA, in advance of each month of desired coverage.
- 9.206 Upon the death of an employee, employee's spouse and/or dependents will be eligible to continue existing health coverage at their own expense (without District contributions) as defined in COBRA health coverage continuance regulations.

9.3 ENROLLMENT

- 9.301 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.
- 9.302 New, reinstated, re-employed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 9.303 Open enrollment shall be during the month of April-May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 9.304 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.

9.305 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.

9.306 Multiple Enrollment Permitted. An employee may be included in a plan as an enrolled employee and/or as a dependent of another enrolled employee. An individual may be included as a dependent under the enrollment of one or both employees.

9.4 COVERAGE

9.401 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.

9.402 Beginning with the 2002-2003 school year, employee contributions will be deducted on a twelfthly basis.

9.403 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.

9.5 CANCELLATION AND REFUND

9.501 In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the District contribution included therein shall be refunded directly to the District.

9.6 WELFARE BENEFIT FUND REOPENER

9.601 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this agreement desires to have the District become a participant employer in such fund or trust, either party shall have the right to reopen this Agreement for the specific purpose of negotiation concerning the District's participation in such fund or trust.

9.602 Such right to reopen this Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this Agreement.

9.7 TAX-SHELTER ANNUITIES

9.701 A tax-sheltered annuity program and deferred compensation are available to all unit members.

9.8 PROGRAMS AND COVERAGE

9.801 The District will provide for the health and insurance plans noted below and make contributions to those plans as noted:

- a. Medical
- b. Dental
- c. Vision
- d. Group Term Life Insurance

9.802 The District agrees to reinstate SDI effective February 1, 2002.

9.803 The District will pay the full amount of the least expensive medical/dental/vision package. The District also agrees to make a good faith effort to change the insurance plan years to coincide with the open enrollment periods.

- a. Beginning with the 2002-2003 school year, the maximum District contribution for medical benefits shall be returned to the least expensive tiered plan (Employee, Employee plus one, and Family). The amount to be contributed for 2002-2003 will be based upon the Kaiser tiered rates.

9.804 Beginning with the 2002-2003 school year, all medical plans shall have the following "copays:"

- a. \$15 office visits
- b. \$10 for generic drugs
- c. \$15 for brand name drugs
- d. \$50 for emergency room (when not hospitalized)

9.805 The District shall provide Worker's Compensation Insurance for unit members.

9.806 PERS Membership. All classified employees who average half-time or more in employment, or at the completion of the qualifying number of hours or days in a fiscal year, shall become members of the Public Employees' Retirement System. Payroll deductions shall be made from earnings for the purpose of handling employee contributions to the retirement fund. District contributions for classified employees retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

9.9 CONVERSION TO PLANS OUTSIDE THE DISTRICT PROGRAM

9.901 Conversion to Plans Outside the District Program

An employee who is enrolled in a plan and whose enrollment terminates because of failure to pay his/her portion of the premium, loss of eligibility, or termination of employment, will be eligible to continue their existing coverage at their own expense (without District contribution), as defined in the COBRA health continuance regulations.

9.10 EMPLOYEE ASSISTANCE PROGRAM

The District encourages employees with drug or alcohol dependencies to voluntarily obtain the earliest possible diagnosis and treatment of their problem. The District supports such efforts through its Employee Assistance Program, which provides crisis intervention, assessment, information and referral services for a wide range of problems, including alcohol and drug abuse.. Information regarding the District's Employee Assistance Program can be obtained from the Risk-Management. The District agrees that the Employee Assistance Program shall be an independently administered program.

ARTICLE 10

PROFESSIONAL GROWTH

10.1 PROFESSIONAL GROWTH

10.101 It is the policy of the Board of Education to aid and encourage in any way possible the growth of employees in knowledge and skills pertaining to their several jobs and to provide opportunities in the form of workshops, etc., for such growth.

- a. The District agrees to form a balanced committee with AFSCME to address the professional growth training needs of AFSCME unit members.
- b. The District agrees to identify its training concerns and share them with community colleges to assist AFSCME in meeting the career development of unit members.
- c. The District agrees to work with AFSCME to increase the number of workshops and seminars for classified employees, including day, evening, and weekend classes at area community colleges.
- d. The District will initiate a program of initial and recurring training for classified managers in evaluation and discipline.

10.102 Classified employees may be expected to attend a reasonable number of inservice training meetings, workshops, etc. Hours earned will be reflected as inservice credit, as negotiated, if participation is outside the scheduled work day.

10.103 Purposeful staff meetings develop growth cohesiveness by promoting growth through group communication. Meetings should be held regularly. Through such meetings, the classified staff is given an opportunity to receive and understand administration procedures, to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities.

ARTICLE 11

CONCERTED ACTIVITIES

- 11.1 The Association agrees not to strike during the term of this Agreement or to engage in concerted activities which are disruptive of educational programs. Those individuals engaging in the above activities will be subject to appropriate discipline.

ARTICLE 12

MISCELLANEOUS

12.1 AFFIRMATIVE ACTION

12.101 It shall be the purpose of the Elk Grove Unified School District to work within its financial capabilities towards a balanced total staff in terms of minority ethnic characteristics, race, sex, age, experience, and geographic region of training. The Superintendent shall establish procedures for the pursuit of this purpose which will provide for:

- a. Annual report to the Board each year showing the distributions achieved for the current year, the areas in which balance has not been achieved, and a set of hiring goals for the next year.
- b. A structure which would include staff members in a monitoring and evaluation process.
- c. A genuine effort to solicit applications from individuals who fit the group characteristics defined by the hiring goals.

12.102 Hiring goals shall be considered targets to be strived for, not quotas to filled, ignoring other criteria. The basic criterion for hiring shall be the qualifications of the applicant for the specific position(s) to be filled. When position qualifications of two or more applicants appear equal, the balanced hiring goals shall be the determining factor.

12.2 NONDISCRIMINATION

12.201 The Elk Grove Unified School district shall permit no discrimination based upon race, color, religion, national origin, gender, sexual orientation, age, marital status, disability, or reprisals based upon the exercise of rights set out in EERA.

ARTICLE: 13

DISCIPLINARY ACTION

- 13.1 Discipline shall be for cause, corrective, and progressive. There should be proportionality between the violation and the corrective action. Persons employed in the classified service may be orally warned, warned in writing, reprimanded, suspended, demoted, or dismissed for any of the following causes:

CAUSES FOR DISCIPLINE

- 13.2 One or more of the following causes may be grounds for discipline of any person employed in the classified service. Causes for disciplinary action are not necessarily limited to the following:
- 13.2.1 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
 - 13.2.2 The use of controlled substances.
 - 13.2.3 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
 - 13.2.4 Unlawful, discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, sexual preference or age against the public or other employees while acting in the capacity of a District employee.
 - 13.2.5 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State of the United States occurring on the job or directly related thereto.
 - 13.2.6 Any unauthorized possession of a weapon in violation of State law and/or District policy.
 - 13.2.7 Incompetency or inefficiency in the performance of the duties of his/her position.
 - 13.2.8 Insubordination (including, but not limited to refusal to do assigned work).
 - 13.2.9 Carelessness or negligence in the performances of duty or in the care or use of District property.
 - 13.2.10 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
 - 13.2.11 Dishonesty.
 - 13.2.12 Personal conduct unbecoming to an officer or employee of the District.

- 13.2.13 Engaging in political activity during assigned hours of employment.
- 13.2.14 Conviction of any crime involving moral turpitude.
- 13.2.15 Arrest for a sex crime as defined in Education Code Section 44010.
- 13.2.16 Repeated and unexcused absence or tardiness.
- 13.2.17 Abuse of illness leave privileges.
- 13.2.18 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
- 13.2.19 Persistent violation or refusal to obey safety rules or regulations made applicable to public school by the Governing Board or by any appropriate state or local government agency.
- 13.2.20 Offering of anything of value or offering any service in exchange for special treatment in connection with employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 13.2.21 Willful or persistent violation of the Education Code or rules of the Governing Board.
- 13.2.22 Abandonment of position.
- 13.2.23 Advocacy of overthrow of federal, state, local government by force, violence, or other unlawful means.
- 13.2.24 Violation of any federal or state law dealing with drug use.

DEFINITIONS

- 13.3 Suspension means either temporary removal of any employee from his/her position with loss of pay as a disciplinary measure, or his/her removal, with or without loss of pay, preliminary to investigation of charges pending demotion or dismissal.
- 13.4 "Demotion" means assignment to an inferior position or status, without the employee's written voluntary consent.
- 13.5 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.

PROCEDURE FOR DISCIPLINARY ACTION

- 13.6 Formal disciplinary action against a permanent employee is initiated when written charges are served on the employee. The charges will indicate the right of the employee to know the reason for the action, be provided the materials upon which the action is to be based, and the right to respond orally

or in writing to the charges to a representative of Human Resources.

- 13.6.1 A classified employee may be suspended with pay immediately by his/her immediate supervisor. Written notice of such suspension, and the reasons thereof, shall then be filed with the Assistant Superintendent for Human Resources or his/her designee by the suspending official within twenty-four (24) hours of the action.
- 13.6.2 Notwithstanding the foregoing, an employee may be suspended by the Superintendent or his designee without pay prior to the time the Board or hearing officer considers the charges if, prior to such suspension the employee is furnished written notice of the proposed action; the employee is given the reason for the action; the employee is furnished with a copy of the charges and materials upon which the action is to be based; the employee is given the right to respond orally or in writing to the charges; and the Superintendent or his designee determines that there are extraordinary circumstances which require the employee's immediate removal from service.
- 13.6.3 If an employee is suspended under 13.6.1, and the Board finds that the charges are not sustained, the employee shall be paid at his regular salary rate for the period of the suspension.
- 13.7 The written notice of specific charges against the employee shall contain a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested (which shall not be less than five (5) days after service of the notice to the employee), and a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- 13.8 The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based; a statement of the cause for the action taken; and if it is claimed that the employee has violated a rule or regulation of the district, such rule or regulation shall be set forth in the notice. A notice of disciplinary action established by any rule, regulation or statute in the language of the rule, regulations or statute is insufficient.
- 13.9 If the employees requests a hearing, upon his written request delivered to the Superintendent, all information and records relevant to the charges shall be made available to him or to a representative designated by him.
- 13.10 If the employee requests a hearing, the Board shall hear the charges at a regular meeting or at a special meeting called for that purpose; or in lieu thereof the Board of Trustees may provide that the hearing shall be heard by a hearing officer.
- 13.11 Written notice of the time and place of the hearing shall be given to the employee at least five (5) work days before the date of the hearing.
- 13.12 If the employee fails to request a hearing on the charges against him within the time specified in the notice, he shall be deemed to have waived his right to a hearing and the Board may proceed to act upon the charges without hearing or further notice.
- 13.13 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

ARTICLE 14

DURATION

14.1 This contract shall become effective upon ratification by both parties and shall remain in effect from July 1, 2001, through June 30, 2004.

14.2 Annual reopeners for four articles or topics for each party.

14.3 Signatures

FOR THE DISTRICT:

/S/ Dr. Pat Jaurequi

/S/ Annette Buckmaster

FOR THE UNION:

/S/ Gisela Sandoval

/S/ Linda Booth

/S/ Carmen Austin

/S/ Leslie Haynes

/S/ Sharon Sarantis

/S/ Richard A. Fusco

/S/ Thomas Woodward

/S/ Steven Takehara

/S/ Felix Mario Huerta, Jr.

DATE August 1, 2002

DATE August 1, 2002

APPENDIX A

RECLASSIFICATION PROCEDURE

PETITION

Unit members or their supervisors may petition for a review of position classification through submission of a "Request for Reclassification Review" form to Human Resources and AFSCME Local 258. Petitions shall be submitted by January 10. Any changes in the Request for Reclassification Review form shall be mutually agreed upon between Human Resources and AFSCME Local 258.

BOARD OF REVIEW

Properly completed Request for Reclassification Review forms will be screened by the Board of Review composed of:

- two classified unit members (when possible from the requesting individual's classification or occupational group and the classification or occupational group to which the individual is requesting reclassification). These members shall be appointed by AFSCME Local 258;
- one supervisor or management employee;
- one additional individual selected by the Board of Review; and
- the Director for Classified Personnel or his/her designee.

The Board of Review shall be responsible for determining if there exists justification to conduct a full study of the position. Decisions shall be made by majority vote. In evaluating the request for review, the panel shall consider the following:

- a. The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by his/her job description.
- b. How the employee came to be assigned duties and responsibilities not covered by his/her job description (i.e., expansion in the functions of the school or office, or possession by the employee of special skills or abilities.)
- c. Comparison of the employee's actual duties as shown on the Request for Reclassification Review with the duties shown on the job description.
- d. Internal relationships (i.e., classified salary schedule).
- e. Information given by the employee and the employee's supervisor to the Board of Review upon request.

Decisions of the Board of Review shall be communicated by the Chairperson to the petitioner with the reasons for its decision. Decisions of the Board of Review to accept or deny the petition for study shall be

final. However, an employee may re-petition for consideration the next year.

RECLASSIFICATION STUDY

Upon acceptance of a request for study, the Board of Review shall conduct a reclassification study as follows:

- a. Interviews with the individual, their supervisor and may include persons serving in similar positions.
- b. Review of the individual's Request for Reclassification Review and Request for Reclassification Reviews prepared by individuals serving in similar positions.
- c. Review of the official job description.
- d. May include on-the-job audit(s).
- e. May include comparisons of salary survey data from other districts.

Upon analysis of the results of this study, the Board of Review by majority vote approves or denies the request. Recommendations of the Board of Review are then forwarded through Human Resources to the Superintendent's Cabinet for final approval. Recommendations will be completed no later than May 1 and will be recommended to the Board of Education with an effective date of July 1.

E-MAIL POLICY

By using the email system, the employee expressly consents to the District's email policy. The user agrees not to misuse or abuse the email system, agrees to comply with all limitations on the use of the email system and understands that the email system is not a private communication medium.

The email system is a business tool owned and paid for by the District; therefore, the email system is the District's property. All email messages are the property of the District and are subject to office policy, procedures, and control. As such, the District has the right to view them at any time. The District respects the individual privacy of its employees. However, that privacy does not extend to the employee's work-related conduct or to the use of District provided technical resources or supplies. Therefore, employees have no right of privacy as to any information transmitted or stored through the District's email system. To ensure proper use, the District may monitor its technological resources at any time without advance notice or consent.

Employees shall use the email system for purposes related to their employment with the District. Use of the email system that promotes unethical practices, or any activity prohibited by law, the Education Code and/or any other statutes, or District policy is strictly prohibited. Except as otherwise indicated in this policy, Commercial or political use of the email system is also strictly prohibited. Messages related to or in support of illegal activities are strictly prohibited and will be reported to District authorities and may be reported to legal authorities.

Employees should be aware that computer files and communications over electronic networks, including email are not private. This technology should not be used to conduct personal commercial business.

The transmission of information about students or District affairs shall adhere to the following:

- Confidential information should never be sent or forwarded to outside individuals or outside agencies not authorized to receive that information.
- Confidential messages and information should never be sent or forwarded to others, including faculty, staff and students who do not need to know the information.
- Confidential information should not be forwarded to multiple parties unless there is a clear and legitimate need to do so.
- Confidential email should not be retained in an employee's personal mailbox, but should be deleted as soon as possible.
- Confidential messages from or to legal counsel should not be forwarded to others without counsel's authorization, since such messages may constitute privileged communications between the District and its attorney.

Users shall not use email in ways that violate any copyright laws. This includes but is not limited to copyrighted information, graphics and software.

The email system is not provided as a public, student, or employee forum. Sending unnecessary messages to a large number of people (chair mail) is prohibited. Appropriate work-related email may be sent to a group of District users, such as Education Center or All Elementary Secretaries. The sender should select the appropriate group. Since email is not provided as a public forum, it should not be used

to broadcast personal opinion or personal information.

Email shall not include the transmission of the type of material that is threatening, disruptive, sexually explicit, obscene, or that could reasonably be perceived as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, disability, religion, or political belief, or which is otherwise inconsistent with District policies, regulations or procedures, or which is contrary to law.

Email shall not be used to produce, distribute, access, use or store information which would subject the District or the individual to criminal, civil or administrative liability for its use, production, distribution, access or storage. Electronic communication on District computers could reflect upon the District since all messages sent from the District include the name of the District in the electronic address.

For District employees provided with email, the email is considered a primary avenue of communication and should be checked by employees frequently.

Guests may receive an individual account with the approval of a District administrator if there is a specific, District-related purpose requiring such access. Use of the system by a guest must be limited specifically to the District-related purpose. Guest accounts will not be included in any email groups or distribution lists without authorization from Technology Services.

Users must comply with the provisions of Education Code section 7054, which includes email when it states that, “no school district . . . funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure of candidate including, but not limited to, any candidate for election to the governing board of the district.” This does not preclude the district from sharing accurate, factual information on these topics. Any email sent or received using the District system or resources may be inadvertently viewed, printed, forwarded, and/or saved. Users are advised that information and communication deleted by the user may be restored and retrieved from the computer by the District or a legal authority.

Security on the network is a high priority. The person in whose name an account is issued is responsible at all times for its proper use. Employees are responsible for preventing unauthorized access to the email system by:

- Logging off or taking other measures when they are away from their workstation.
- Ensuring that email windows are not left open on the screen when the workstation is unattended.
- Keeping account passwords confidential and not allowing others to use them.

No employee shall send email that either masks the employee’s identify or indicates that the email was sent by someone else. No employee shall access the email system using another employee’s password.

Violations of this policy may result in disciplinary action up to and including dismissal.

The District does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one’s duties. Accordingly, to the extent permitted by law, the District reserves the right not to provide a defense or pay damages assessed employees for conduct in violation of this policy.

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