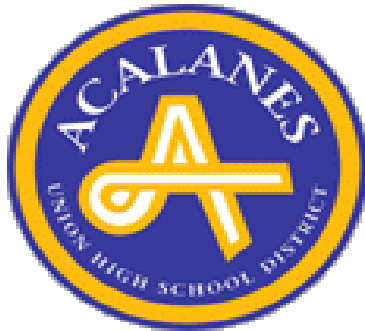


Acalanes Union High School District

Agreement between

SEIU Local 1021

and



**Acalanes Union High
School District**

July 2017 through June 2020

Approved: July 1, 2019

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**AGREEMENT BETWEEN THE ACALANES UNION HIGH SCHOOL DISTRICT
AND
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021**

ARTICLE I

This is an agreement made and entered into between the Acalanes Union High School District (hereinafter referred to as the "District") and the United Public Employees Local 1021 of the Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union")

ARTICLE II - RECOGNITION

Pursuant to an election conducted by the Educational Employment Relations Board, the District confirms the recognition of United Public Employees, Local 1021, of the Service Employees International Union, AFL-CIO, as the exclusive representative for classified employees listed in Appendix A.

ARTICLE III- UNION SECURITY

1. PAYROLL DEDUCTIONS

SEIU Local 1021 shall have the sole and exclusive right to have payroll deduction for amounts as specified by the Union. The District shall deduct, once monthly, the amount of Union and regular and periodic dues and any Union-sponsored insurance premiums as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee who has applied for membership. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union Office.

2. UNION SECURITY PROVISIONS

- a. The Union certifies that it has and will maintain individual employee authorizations for the payroll deduction of Union dues.
- b. The District shall provide an application and organizational materials for Union membership to all new employees upon their hire in the District.
- c. The District shall provide to the Union the Classified Personnel Changes document that accompanies each Board Meeting's Agenda.
- d. The Union shall indemnify and hold harmless the District and its Board members, officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorneys' fees, liability, and proceeding of any nature, arising out of or related in any way to the provisions of this Article.
- e. Upon request and on a regular basis, the District will furnish the Union with a list of new employees and contact information. The District will provide new employees access to union presentations as part of orientation to the District.

3. DUES AND OTHER UNION SPONSORED PAYROLL DEDUCTIONS

- a. All current employees who are members of the Union shall continue to have dues and other union-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Union.
- b. The Union shall provide the District with written notification of all new employees for whom Union dues and other union-sponsored payroll deductions are to be withheld.
- c. Upon written notification by the Union to the District, the District shall initiate or discontinue the payroll deduction of Union dues and other union-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization.
- d. The District shall transmit dues and other union-sponsored payroll deductions to the Union no later than thirty (30) days after deduction from the employee's earnings occurs. The District shall provide the Union with a report which includes the names of all union members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Union.
- e. Employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Union.
- f. The Union will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. PROTECTION FROM INTERRUPTION AND CONTACT BY THIRD PARTIES

- a. The District and Union mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.
- b. The district will notify the union when it receives request for employee information that could disrupt the work environment.
- c. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

ARTICLE IV - SALARY

A 1.75% on-going increase to the 2014-15 salary schedule effective to July 1, 2014. Retroactive pay does not apply to overtime.

1. LONGEVITY PAY

After completion of nine (9) years of employment, an additional three (3) percent per month of the employee's range and step will be paid. After completion of fourteen (14) years of employment, six (6) percent per month of the employee's range and step will be paid. After completion of nineteen (19) years of employment, nine (9) percent of the employee's range and step will be paid. After completion of twenty-four (24) years of employment, twelve (12) percent of the employee's range and step will be paid.

ARTICLE V- HEALTH AND WELFARE

1. MEDICAL PLANS

- A. CALPERS Medical Plans. The District shall contract with Self Insured Schools of California (SISC) Health Benefits program to provide medical insurance for all active employees and eligibleretirees and eligible survivors of retirees.
- B. Active employees benefit account. The District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the SISC medical insurance plans. All such employees shall receive monthly contributions from the District into their benefits accounts.
- 1) Prior to January 1, 2016 the District contribution shall be the 2014 Kaiser single, two-party, and family rate. Effective January 1, 2016: For employees with no dependents, the contribution shall be at the single party tier rate of the 2016 Kaiser plan or the 2015 Kaiser plan plus 8%, whichever is the lesser amount; for employees with one dependent, the contribution shall be the two-party tier rate for the 2016 Kaiser plan or the 2015 Kaiser plan plus 8%, whichever is the lesser amount; and for employees with more than one dependent, the contribution shall be the family tier rate of the 2016 Kaiser plan or the 2015 Kaiser plan plus 8%, whichever is the lesser amount.
- C. The District will offer an IRC "Cafeteria Plan" for benefits. The plan will be structured so as to treat the District contribution towards benefits as non-taxable.
- D. Taxability of Benefits. The District shall not treat the District contributions or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.
- E. Reporting Status Changes. Employees shall have the right to inform the District of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with the insurance carrier's rules. Employees shall be required to inform the District of any reduction in dependents and a corresponding reduction in premium amounts contributed by the District shall be made.
- F. Dental Plan. For dental insurance the District will provide the Delta Dental plan with a \$1,700 annual benefit cap, a \$1,000 orthodontia one-time maximum benefit cap and \$0 deductible per person, excluding diagnostic and preventive care (check-up exam and cleaning). Three check-up exams/cleanings will be available yearly.

- G. Vision Plan. The District will provide for the premium payment to Vision Service Plan C, composite rate, \$5.00 deductible.
- H. Double Coverage Exemption. In instances where both husband and wife or domestic partner work for the District, the spouse who was first hired will receive medical and dental insurance as prescribed by this contract.
- I. In-Lieu Benefits. For employees hired before January 1, 2018, the district will pay a unit member showing proof of medical coverage by a spouse or domestic partner \$3000 annually, prorated for part time employees. Any employee hired after January 1, 2018 will not receive the cash in lieu benefit. Employees who received the benefit and then elected to take the SISC plan may not return to cash in lieu status after January 1, 2018.
- J. Part- Time Benefits. New or re-employed unit members with regular work hours less than full time shall receive paid medical benefits on a pro-rata basis according to the ratio of the number of regular weekly work hours scheduled as full time for the class. Each employee who works less than full time, but more than 19 hours per week, will receive a pro-rata share of medical benefits based on those offered by the District (e.g., Kaiser Single vs. Kaiser Family). The employee shall be responsible for payment of the remainder of the premium in excess of the District paid portion.
 - 1) Individual re-employed, laid-off employees hired after July 1, 1990, with pro-rata paid medical benefits shall receive fully paid medical benefits after seven (7) years. In order to qualify, the employee must remain employed twenty hours or more per week, on a regular basis, for seven (7) consecutive years and without a break in service longer than ten (10) working days (excluding medical, maternity or disability leaves).
- K. Dependents include the spouse, children, or domestic partners of an active employee as defined in the state and federal law.

2. RETIREES BENEFIT FUND

- A. Retired Employees Benefit. Beginning January 1, 1995, employees who retire on or before June 30, 2005 shall receive at the time of retirement a monthly payment of \$57.
- B. Payments. The above payment for retiree's set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the CALPERS Medical program. The Retiree Benefit Fund shall be dissolved once the eligible and participating retirees cease to participate in the CALPERS Medical program.

3. STATE DISABILITY INSURANCE

Integration of Benefits. Employees on State Disability will have their sick leave benefits integrated with their disability payments unless they request otherwise in writing. The method of informing the Payroll Department will be mutually agreed upon by the Union and District. (Appendix B)

4. RETIREE MEDICAL BENEFIT PLAN

- A. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by SISC . Unless prohibited by SISC or by law, the medical plan coverage described shall apply to eligible persons retired or who retire under SISC
- B. An eligible retiree is one who retires into PERS who has rendered the equivalent of 10 years of service at 20 hours per week or more, including Board-approved leave, in the District immediately prior to retirement.
- C. District shall provide eligible retirees a monthly District contribution toward medical coverage provided to the retiree subject to the approval of the insurance carrier. Effective January 1, 2009 the District's monthly contribution per eligible retiree shall not exceed the Kaiser single-party coverage or the Kaiser two-party coverage, but retiree shall be responsible for any cost in excess of District's maximum contribution as stated above. If the actual cost of the retiree's coverage is less than the Kaiser rates, the District shall pay the lesser amount. Retirees' dependents who are eligible for medical coverage under another equal plan are not eligible for this benefit.
- D. The District shall pay the medical coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for medical coverage through any employer, retirement/pension program or government medical coverage program. A four-year maximum total of 30% above the single or two-party rate at the date of retirement will be applied as an inflation adjustment.
- E. Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the plan.
- F. The District's contribution to a retiree shall be adjusted in accordance with Plan limitations if alternate coverage is obtainable by retiree in other employment or through retiree's spouse or domestic partner as defined. Neither retiree nor retiree's spouse or domestic partner shall be entitled to any in-lieu tax sheltered annuity.
- G. Memorandum language shall be consistent with SISC regulations and limitations.
- H. The District agrees to provide retired employees in the Bargaining Unit with an opportunity to make premium payments for District group medical programs for which they are eligible. For those programs for which deductions are not made by SISC, the required payments from the retired employee must be remitted to the District office by the first day of each month.

5. RETIREE DENTAL PLAN – See Appendix G, page 63 of Contract.

- A. An eligible retiree is one who retires into PERS and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.
 - B. The District shall pay the dental coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for dental coverage through any employer, retirement/pension program or government dental coverage program.
 - C. A surviving spouse or domestic partner is entitled to the benefits described in (C).
 - D. A retiree may continue purchasing the district's dental insurance plan, if desired.
 - E. To continue in the dental plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the dental plan.
 - F. Effective January 1, 2016 the dental plan premium for retirees is \$58.72 for single party coverage and \$117.44 for two-party coverage.
6. RETIREE VISION PLAN – See Appendix G, page 63 of contract.
- A. An eligible retiree is one who retires into STRS or PERS, whichever is applicable, and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.
 - B. The District shall pay the vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for vision coverage through any employment, retirement/pension program or government vision coverage plan.
 - C. A surviving spouse or domestic partner is entitled to the benefits described in (C).
 - D. A retiree may continue purchasing the district's vision insurance plan, if desired.
 - E. To continue in the vision plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the vision plan.
 - F. Effective January 1, 2016 the vision plan premium for retirees is \$16.78 for single party coverage and \$33.57 for two-party coverage.

ARTICLE VI - PAY AND ALLOWANCES

1. OVERTIME

- A. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.
- B. Overtime shall be permitted only to the extent that it is necessary for the efficient operation of the District. Procedures for the close control, approval and reporting of all overtime shall be established by the District Business Office.
- C. Pay for overtime for all Bargaining Unit employees shall be one and one-half (1/2) time the employee's regular hourly rate of pay.
- D. Rotation.
 - 1) Available overtime shall be allotted on the basis of a voluntary rotating list in order of seniority of those qualified to perform the work required by the District.
 - 2) The Union will receive quarterly reports of all overtime worked by represented employees upon request.
- E. Supervision Shift Assignments. The District agrees to offer present permanent employees the opportunity to work supervision shifts, emergency situations and community functions on an overtime basis before hiring those who are not permanent District employees.

Overtime duties relating to supervision coverage shall be made available to all employees covered by this Agreement on a voluntary, rotational basis listed in order of seniority.
- F. Custodians. Custodians shall not have their assigned hours adjusted because of special events at the school site to which they are assigned. Special events represent additional custodial work and therefore must be worked on a voluntary overtime basis.
 - 1) Overtime assignments which provide custodial supervision for swim meets or other athletic or after school events shall be offered first to site custodians on a voluntary, rotational list in order of seniority. In the event there is no site custodial volunteer, the overtime may then be offered to those on the district supervision coverage list.
 - 2) The District will circulate a list to all custodians in January to allow each to sign up for the voluntary overtime list. Custodians will be given first choice at their sites to volunteer for overtime. If there are no volunteers at a site, the District shall assign from the District custodian overtime list on a rotational basis. Overtime work must be performed during hours that are not part of the custodian's regular work day. This list with phone numbers will be provided to each school site, maintenance yard and District office.

G. Minimum Time Scheduled (Call Back). The minimum time for which an employee will be expected to return to work to perform extra duties is two (2) hours at the overtime rate, irrespective of the actual time less than that to be worked.

1) An employee called after working hours or on an unscheduled workday to work from home on a lap top computer will receive one (1) hour of pay at the overtime rate or time and one half (1/2) the regular rate of pay for actual time worked, whichever is greater.

H. Part-Time Employees. An employee who works an average of four (4) or more hours per day shall be paid time and one-half (1-1/2) for the sixth (6th) and seventh (7th) consecutive days of work.

2. WORK OUT OF CLASSIFICATION PAY

Out of class pay shall be paid from the first day worked in a higher class, provided the employee is assigned to work in the higher class by his/her supervisor. (Head custodians cannot make this assignment independently of their supervisors.) An employee working in a higher classification for the purposes of out of class pay shall be paid for such period at the rate applicable to the higher classification at the lowest step which will give at least a five-percent (5%) salary increase.

3. DIFFERENTIAL

A. Shift Difference. Swing shift and weekend custodians and adult education employees will be paid an additional six and two-tenths (6.2%) percent of pay. (The majority of a shift must fall between 3:30 p.m. - 12:00 a.m. or anytime on Saturdays or Sundays.) During summer months and other vacation times, when custodians work day hours, shift differential will not be paid. When adult education employees work day hours, shift differential will not be paid.

1) An employee administratively reassigned from swing shift to day shift will continue to receive shift differential pay.

B. Differential. Providing a differential pay of five percent (5%) for Instructional Assistants (IA's) working in the Life Skills, Transition classrooms, and those working full-time (all-day) in a one-to-one setting.

4. MILEAGE

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the IRS rate for all miles driven on behalf of the District. For distances in excess of two hundred (200) miles round trip, the District shall reimburse employees an amount equal to the cost of common carrier.

5. MEALS

Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed for the reasonable and actual meal expenses upon presentation of appropriate receipts. AR 3350 (See Appendix C)

6. LODGING

Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the reasonable and actual lodging expenses upon presentation of appropriate receipt and/or hotel statement. AR 3350 (Appendix C)

7. PHYSICAL EXAMINATIONS

The District agrees to pay the full cost of any medical examination required as a condition of employment or continuing employment, including but not limited to, the provisions outlined in Education Code Section 45122. The District agrees to pay for the full cost of the required tuberculosis examination in accordance with Education Code Section 4906e.

ARTICLE VII – HOURS OF WORK

1. WORKWEEK (Other Than Custodians)

The workweek for a regular full-time employee shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week, provided, however, that the workday shall be reduced by one-half (1/2) hour for a full-time day-shift employee who elects to take a one (1) hour lunch break when school is not in session as permitted in Section 4, below. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

2. WORKDAY

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

3. ADJUSTMENTS OF ASSIGNED TIME (Part-time Employees Other than Bus Drivers)

Any employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

4. LUNCH PERIODS

Any employee covered by this Agreement shall be entitled to a one-half (1/2) hour uninterrupted, duty free lunch period, which shall be scheduled for full-time employees at or about the midpoint of each work shift. Employees may not be deprived of lunch. When school is not in session, full-time day-shift employees may elect to take a one (1) hour lunch break. Employees should take their break at the midpoint of their shift. The duty free lunch period can be adjusted by mutual agreement as necessary.

5. REST PERIODS

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for an employee. Every employee is entitled to a fifteen (15) minute rest period in each four (4) hour work period, scheduled at or about the midpoint of the period, but may be adjusted by the employee as necessary.

6. TRAINING TIME/CONFERENCES

All employees covered by this Agreement shall be compensated at their normal rate of pay when required by the District to attend meetings and conferences.

On the job training may be provided for an employee assigned to a new or different position (includes assignment resulting from transfer, promotion, and collapsing of positions). Member will be compensated during training. Employees will be given the opportunity to receive up to five (5) days of training at the discretion of the supervisor. For employees having any significant change to their job description, training will be provided as stated above.

7. FOOD SERVICE CALENDAR AND WORK HOURS

- A. The Food Service work year is 176days.
- B. The Lead Food Service Assistant work schedule is 8 hours per day.
- C. The Senior Food Service Assistant work schedule is 5 hours per day.
- D. The Food Service Assistant work schedule is 3.5 hours per day.
- E. The day before District Institute Day is a work day for the Lead, Senior, and Food Service Assistants.
 - 1) The Lead and Senior Food Service Assistants work day will be 8 and 5 hours, respectively.

F. The first day of **winter finals** is a regular work day for all Lead Food Service Assistants, Senior Food Service Assistants..

G. The first day of **spring finals** is a regular work day for all, Lead Food Service Assistants, Senior Food Service Assistants and Food Service Assistants.

8. HOURS OF WORK/ALTERNATIVE WORK SCHEDULE

A. The Union Members may work alternate work weeks when school is not in session. Each work unit may establish an alternate work week that meets the needs of the District as well as provides for flexibility in scheduling for employees. The work week plans must be approved by the site administrator and must be submitted to the Chief Personnel Officer, by May 20 of each year to be implemented in Mid-June. Details of the proposed plan shall be supported by a majority of affected employees and agreed to by the District. The proposed plan needs to ensure Monday-Friday coverage and coverage for all job duties. The duration of the program shall be the week following the last workday for teachers through the first week of August. A written evaluation by site administration will be submitted to the Chief Personnel Officer, by the second week of September.

B. Work weeks may be established by the Maintenance and Grounds Department that meet the needs of the District. The work week plans must be approved by Maintenance Supervisor and must be submitted to the Chief Personnel Officer ten (10) days prior to implementation of the plan. Details shall be supported by a majority of affected employees and agreed to by the District. The proposed plan needs to ensure Monday-Friday coverage and coverage for all job duties. The alternate work week plan may be discontinued by the District with five (5) days notice to the Union.

9. ESTABLISHMENT OF LESS THAN 20-HOUR POSITION

A. The District shall inform, meet and conduct "effects" negotiations with the union once the District has knowledge of the hiring of employees by parent and community organizations. It is not the intent of the district to employ personnel for less than 20 hours to avoid payment of medical/dental benefits.

ARTICLE VIII – VACATION

1. ELIGIBILITY

All employees in the Bargaining Unit shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.

2. ACCRUAL

A. Full time bargaining unit employees shall earn paid vacation benefits, which shall be prorated in accordance with the employees' individual work assignments, in accordance with the following accrual schedule:

Full Years of Service	Days per Month	Hours per Year	Hours per Month	Accrual Limit (hours) (Prorated for less than full time)
1-5	5/6 th	80	6.67	120
6-10	1 1/4 th	120	10.00	180
10+	1 2/3 rd	160	13.34	240

B. Employees working less than full-time will accrue vacation prorated upon the percentage of their assignments.

C. The maximum accrual allowed shall not exceed 1½ years of accrued vacation. Employees who are within 40 hours of the maximum shall schedule vacation in consultation with their supervisor. There shall be no retroactive accrual of vacation.

- 1) No later than October 31 of each year the District shall provide notice to each unit member of his/her applicable accrual limit.
- 2) Twice annually district supervisory administrators will receive a vacation accrual report (approximately October and March) from the Department of Human Resources. Administrators will meet with employees who they supervise who, at the time of the report, are within forty (40) hours of reaching the vacation limit; they shall work with such employees to schedule vacation times during the next six months.
- 3) All vacation shall be requested with ten (10) working days prior notice on the Absence Pre-Approval Request Form (Appendix D) and approved in writing, using the same form.
- 4) If an employee is prevented by his/her supervisor from taking vacation and the result is that he/she reaches his/her accrual limit, the District shall pay the employee a lump sum payment for the vacation hours he/she was prevented from accruing, prior to the end of current fiscal year.

Two Examples:

	Example ONE	Example TWO
1) Work Year:	8 hr, 12 mo, 10+ yrs	8 hr, 11 mo, 7 yr
2) Vacation Balance:	367.12 hrs	225 hrs
3) Subtract Maximum Allowed:	<u>-240.00 hrs</u>	<u>-165.00 hrs</u>
4) Divide by hrs in a week (40)	127.12 ÷ 40	60.00 ÷ 40
5) EQUALS amount of time		
6) Over the accrual limit:	3.178 weeks	1.5 weeks

- D. Vacation shall be calculated and accrued monthly as earned. Employees must be in a paid status for fifteen (15) or more work days to earn vacation credit for that month. The amount of accrued vacation shall not be in excess of the one and one-half (1½) years accrual limit set forth in paragraph (c) above.
- E. Persons leaving the employ of the district for any reason during the first six (6) months are entitled to no vacation. A new employee is eligible for vacation only after the completion of at least six (6) months' service.
- F. Terminating employees shall be paid for accrued vacation except those employed less than six (6) months who are entitled to no vacation pay.
- G. Regular part-time employees shall earn vacations in accordance with the above provisions. They shall be paid during their vacation periods an amount equal to their regular hourly working rate of pay.
- H. Nine and one half month (9.5) employees (cafeteria manager, cafeteria assistant, campus supervisor, instructional assistant, study hall assistant, and career center coordinators) shall be paid for their accrued vacation time at the end of the current fiscal year. This subsection does not preclude employee from using vacation.
 - (a) Employees who work in a ten and one half (10 ½) month clerical position, who are unable to schedule vacation time, shall be entitled to receive the cash equivalent of her/his accrued vacation for up to 10 days annually.

3. SCHEDULING

- A. Time for vacations must be arranged through the responsible supervisor or principal and must meet the convenience of the school or department and the District..
- B. When a holiday falls during the scheduled vacation of any Bargaining Unit employee, that holiday shall not be counted as a vacation day, and the employee shall receive pay for each scheduled holiday falling within that period.
- C. If one or more employees request a vacation time simultaneously, the person with the greater seniority will be given first choice. In all other cases, vacation will be granted on a first-come-first-serve basis.

4. INTERRUPTIONS

- A. Bereavement leave and sick leave taken during periods of earned vacation shall not be applied against vacation accrual. If an employee finds it necessary to use bereavement or sick leave while on vacation, he/she must give immediate notification to the District Office.
- B. An employee in the bargaining Unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided that the employee supplies a written request and supporting information on the basis for such interruptions or termination.

5. CUSTODIANS

- A. Notwithstanding the foregoing sections, custodians' vacations shall be subject to the following additional provisions:
- B. Scheduling:
 - 1) March 30: No later than March 30th the Director or designee shall meet with the Head Custodian to review vacation/work days for the following year and identify any times when coverage is essential and/or when vacations would pose difficulties. The prospective calendar shall be sent to all custodians at the site by the Head Custodian.
 - 2) April 15: Custodians shall notify their Head Custodian, no later than April 15th of the vacation days they would like to take during the next school year, based upon the prospective calendar. The Head Custodian shall forward the list of requested vacation days to the Custodial Director. Section 3 (c), Scheduling, shall apply to any conflicts which may occur between unit members for requested vacation days. Any request turned in after April 15 will be considered on a first come first served basis, regardless of seniority.
 - 3) May 15: The Custodial Director shall review and return an approved list of vacation days for the following year not later than May 15 to the Head Custodian. Request for changes in scheduled vacation shall be made to the District Custodial Director.
 - 4) No vacation days may be taken during the two weeks prior to the end of the student school year, the week prior to the first week of the student school year, and the first week of the student school year, except for emergencies or with the prior approval of the Custodial Director.

ARTICLE IX - HOLIDAYS

1. SCHEDULED HOLIDAYS

The District agrees to provide all employees in the Bargaining Unit with the following paid holidays providing they are in paid status either the day before or the day after the holiday:

New Year's Day

Lincoln's Birthday
Martin Luther King, Jr. Day
Washington's Birthday
Wednesday before Thanksgiving
Memorial Day
July Fourth
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Last workday preceding the day observed as the Christmas Holiday
Christmas Day
Last workday preceding New Year's Day (in lieu of Admission Day)

2. SATURDAY/SUNDAY HOLIDAYS

When any of the specified holidays fall on a Saturday or Sunday, equal time off will be given on other days during the year when school is not in session. The holiday schedule shall be set up and distributed annually.

3. PART-TIME HOLIDAYS

A. Regular part-time employees shall have those of the above paid holidays, which occur on a regular working day for the employee. In addition, the holidays which occur in any recess period, Feb., Dec., Jan., or April, the day before Christmas Day, Christmas Day, the day before New Year's Day and New Year's Day shall also be holidays for regular part-time employees who are employed either the last working day before or the first working day after the scheduled recess period. The provisions of Section 2 regarding holidays, which fall on Saturday or Sunday also, apply to regular part-time employees.

B. Pay for regular part-time employees shall be in accordance with the regular daily working schedule of shift workers.

4. SHIFT WORKERS

If a normal day off falls on a holiday or a day observed as a holiday, the employee shall receive the following scheduled work days as a paid holiday.

5. WORK PERFORMED ON A HOLIDAY

Classified employees required to work any specific holiday(s) shall be paid overtime compensation in addition to the regular pay received for the holiday.

ARTICLE X - LEAVES

1. LEAVES OF ABSENCE

Leaves of absence may be granted to Union employees upon the recommendation of the District Superintendent or his designee. Employees wishing a leave of absence must submit a request in writing to the Chief Personnel Officer with a copy to the immediate supervisor.

2. LEAVE FOR DISABILITY

When an employee is physically unable to work (because of non-industrial accident or illness) and has exhausted all of the sick leave and vacation time to which he/she is entitled, the employee may be granted a leave of absence for a period not to exceed six (6) months. This leave may be extended for a period of up to two (2) additional six (6) month periods. In no case may the total be more than 18 months. (Ed. Code 45195)

3. BEREAVEMENT LEAVE

Every member of the Union is entitled to five (5) days bereavement leave of absence in case of death of any member of the immediate family. With appropriate documentation, unit members may have an additional five days if they have to travel outside the Continental U.S. No deductions shall be made from the salary of such employees because of such leave of absence. Pay deductions will be made for any days beyond five (5) at the per diem rate. (Ed. Code 45194)

4. IMMEDIATE FAMILY

Members of the immediate family means the mother, father, husband, wife, domestic partner, son, daughter, mother-in-law, father-in-law, brother or sister of the employee or any relative living in the immediate household of the employee, or any other person who, with prior approval from the Chief Personnel Officer, bears an equivalent relationship to the employee. (Ed. Code 45194)

5. SICK LEAVE

- A. All regular twelve (12) month Union employees are entitled to twelve (12) working days of sick leave per year, accumulated without limit. Up to 50% of annual sick leave may be used to care for an ill parent, spouse, domestic partner or child (AB 109).
- B. New members of the Union shall be entitled to only six (6) days of sick leave during the first six months of their probationary period.
- C. Regular employees not working a full twelve (12) month year will accrue sick leave proportional to the length of their work year.

- D. Regular part-time employees shall be paid for sick leave in accordance with their regular daily working schedule.
- E. A doctor's certificate shall be provided by an employee as proof of illness upon request of the Governing Board or Superintendent or designee.
- F. All regular employees of the District may use their sick leave for time off for medical or dental appointments.
- G. A Union employee who has been employed by another school district for a period of one calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the Acalanes Union High School District within one year of such termination of his/her former employment, shall have transferred with him/her the total of earned leave of absence for illness or injury. Upon request of the employee, the amount of accumulated leave will be verified with the former employing school district and the transfer of sick leave will be affected. In the case where an employee was terminated as a result of action initiated by the employer for cause, the transfer of sick leave may be made if agreed to by the Governing Board of the District.
- H. Difference pay is provided for an employee occupying a regular position who is unable to return to work after all sick leave has been exhausted. The "difference pay" shall be paid for a period of five (5) months or less and the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid an employee assigned to substitute in his/her position during the absence. (Ed. Code 45196)

6. PERSONAL LEAVES

- A. Personal Business Leave. Personal business leave, not to exceed two days per school year, will be granted to Union members by the District and is not chargeable to sick leave. The personal business leave may be used for the purposes of personal necessity leave so that a unit member will not be charged sick leave. Such leave may be taken by giving advance notice that the leave will be taken as personal business leave, but no reason need be specified. Personal business leaves are not intended to extend vacations or holidays. Such leave may not be utilized for concerted activities or job action. Personal business leave cannot be earned or granted during an employee's initial probationary period. Upon a reasonable belief of an abuse, the District reserves the right to request further information from a unit member on the actual use of the leave.
- B. Personal Necessity Leave. In addition to (a) above, up to six (6) days of sick leave per year may be used for reasons of personal necessity as defined below:
 - 1) Serious or critical illness of a member of the immediate family.

- 2) Death of a member of the immediate family, beyond the leave allowed under bereavement leave.
 - 3) Accident involving the employee's person or property or the person or property of his/her immediate family.
 - 4) Serious illness or death of a person of special significance to the Employee.
 - 5) Legal proceedings or appointments with an attorney which require the unit member's presence and/or appearance in court or before an administrative tribunal as a party.
 - 6) Parental leave at the birth or adoption of a child.
 - 7) Other personal "contingency" that requires an employee's absence from duty. For purposes of this provision, "contingency" shall be deemed to mean an event out of the ordinary, i.e., an act of God or circumstances beyond the employee's control. It is understood that this definition excludes routine household matters. Use of sick leave under this section shall be limited to that number of hours, which is actually necessary to complete the business at hand.
- C. Up to two days of accumulated sick leave may be used as personal necessity leave (the six days above) for any of the following reasons:
- 1) Significant family events such as but not limited to marriage or graduation of the unit member or the unit member's immediate family, stepchildren, and in-laws.
 - 2) Attendance at religious services and observance of religious holidays, the unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment Housing Act and Title VII of US Civil Rights Act.
 - 3) Matters of compelling personal importance. For the purpose of this section, "matters of compelling personal importance" shall be defined as urgent, personal, business that, under the specific circumstances, a reasonable unit member would not disregard and that cannot be handled outside of the workday. This leave shall not be used for vacation or personal recreation, beyond what is stated in the leave notification.
 - 4) After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor. Upon a reasonable belief of an abuse, the District reserves the right to request further information from a unit member on the actual use made of the leave.
- D. Additional personal leave may be granted per the Education Code.

7. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

In addition to any other benefits that an employee may be entitled to under Workers Compensation laws of this state, employees shall be entitled to leave benefits as follows:

- A. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year; and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- B. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation Laws of this state, exceed the normal wage for the day.
- C. The industrial accident or illness leave is to be used in lieu of normal sick benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to his/her sick leave, vacation, or other paid leave may then be used. If, however an employee is still receiving temporary disability payments under the Workers Compensation Laws of this state at the time of the exhaustion of benefits available under this section, he/she shall be entitled to use only so much accumulated and available sick leave and vacation leave, which when added to Workers Compensation award, provided for a day's pay at the regular rate of pay.

Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits. (Ed. Code 45192)

8. MATERNITY LEAVE

A classified female employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovering there from shall be granted a leave of absence. The length of the leave of absence, including the date on which the leave is to commence and the date on which the employee will resume duties, shall be determined by the employee and the employee's physician. An employee granted a pregnancy leave shall be entitled to receive the compensation benefits as provided for a leave of absence for illness. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as leaves for illness injury, or disability. A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the employee may resume duties shall be provided by the employee upon the request of the Governing Board or the Superintendent. (Maternity Leave Matrix – Appendix E)

9. FAMILY CARE AND MEDICAL LEAVE

The following conditions, requirement, and procedures shall apply when requests for Family Care and Medical Leave are made:

- A. Work Week The work week is any week in which the employee is in paid status for all or part of the week. Weeks in which the only pay to the employee is for a paid holiday shall be excluded.
- B. Employee Eligibility To be eligible for benefits under the Acts, an employee must have worked for the District:
- 1) For at least 12 months; and
 - 2) At least 1,250 hours over the previous 12 months.
- C. Reason for Taking Leave. A leave request from an eligible employee must be granted for any of the following reasons:
- 1) Birth of the employee's child;
 - 2) Placement of a child with the employee for adoption or foster care;
 - 3) Care for the employee's child, spouse, or parent with a serious health condition;
 - 4) The employee's own serious health condition that keeps the employee from performing his or her job function.
- D. Maximum Amount of Leave. Eligible employees are entitled to up to twelve (12) work weeks of unpaid, job-protected leave within a 12-month period, commencing the first day of FMLA leave, for Family Care and Medical Leave Reasons.
- E. Advance Notice of Leave and Medical Certification. Employees will provide (1) advance written notice of the leave requested and (2) medical certification whenever a serious health condition is involved.
- 1) If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.
 - 2) If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 - (a) Date of commencement of the serious health condition;
 - (b) Probable duration of the condition;
 - (c) Estimated amount of time the health care provider will provide care;
 - (d) Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his or her job function.
 - 3) The District may require a second and third medical opinion regarding an employee's serious health condition, at the District's expense. If the original leave granted is less

than twelve (12) weeks, leave may be extended up to the twelve (12) week maximum only with additional medical certification.

- 4) If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District, outside of working hours whenever possible.
- 5) An employee's advance notice and medical certification may be required to be given to the Human Resources Office which will then determine the adequacy of the notice and medical certification and whether or not the leave will be approved/recommended for approval.

F. Continuation of Health Coverage and Other Job Benefits

- 1) An employee taking leave will continue to participate in any health care benefits plan under the same terms and conditions, including any necessary co-payments, in which the employee was enrolled prior to the first day of the leave. Co-payments are due monthly. Failure to pay the premium within thirty (30) days of the due date may result in termination of benefits coverage.
- 2) If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
- 3) An employee may, at his or her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

G. Intermittent or Reduced Schedule Leave: An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

- 1) Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
- 2) Whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule

For purposes of scheduling intermittent leave when approved, full-time employees shall have entitlement to sixty (60) working days of leave. Part-time employees' leave entitlement shall be prorated based on the employee's FTE.

H. Substitution of Paid Leave and Other Leave Requests

- 1) Employees must use paid leave and Family Care and Medical Leave concurrently if the reason for the paid leave meets the requirements of the Family Care and Medical Leave Section C.

2) Any paid or unpaid leave taken which meets the requirements of Section C of this memorandum will be counted as part of the employee's Family Care and Medical Leave entitlement, if the employee is so notified at the time the leave begins.

- I. Spouses Who Work for the District. Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child with them. There is no limitation of entitlement for leaves taken for the serious health condition of their child.
- J. Period of Eligibility. The 12 month period for determining entitlement commences on the first day of leave.
- K. Seniority, Employee Benefits and Break in Service. An employee on leave will not lose any seniority or employment benefits that accrued prior to the start of the leave. An employee on unpaid Family Care and Medical Leave (not paid leave such as vacation or sick leave) will not accrue additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.
- L. Restoration of Employment and Fitness for Duty Report. Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

10. MILITARY LEAVE

A member of the Union shall be entitled to a military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

11. GENERAL LEAVE

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee,

12. HEALTH AND DENTAL BENEFITS - LEAVE WITHOUT PAY (EXCLUDING FAMILY CARE AND MEDICAL LEAVE)

Any employee granted a leave without pay shall have the option of making premium payments to continue health and dental benefits for the duration of the leave. The District shall pay the health and dental benefits for any classified employee in the Unit who is granted a leave without pay for a period of one calendar month or less.

13. BENEFITS DURING OTHER LEAVE

District-paid benefits will continue during periods of sick leave, bereavement leave, personal necessity leave, industrial accident leave, pregnancy leave, and extended sick leave.

14. OFFICIAL APPEARANCE AND JURY DUTY

- A. An employee shall be granted a leave of absence without loss of compensation when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. 9.5, 10, and 11 month employees who defer until summer will be paid their base hourly rate. Proof of service is required
- B. An employee shall be granted a leave of absence without loss of compensation when required to report for jury duty during regular work hours, except that an employee whose assigned shift begins at/or after noon shall be released from duty on any day during which he/she is required to serve at least four (4) hours jury duty. Employees on telephone standby for jury duty during assigned work hours shall take calls from their work location.
- C. An employee who is required to appear under provisions of this section shall be required to submit to the District either proof of requirement to attend or proof of service. All employees shall be required to notify the District, at the earliest possible date, of any demand to serve at a specific time and place.
- D. Reimbursement to the District shall be made within ten (10) days of receipt of such monies by the employee and shall be submitted directly to the District business manager's office. Mileage, meals and parking are excluded from reimbursement.

15. RETURN FROM LEAVE

- A. Upon completion of leave, whether paid or unpaid, the member shall resume his/her position, provided that he/she is medically able to do so.
- B. When all paid leaves are exhausted, whether or not the illness or injury arises in the course of the member's employment, the Union member who is unable to return to duty shall be entitled to have his/her name placed on a re-employment list for a period of thirty-nine (39) months.
- C. At any time the employee is able to assume the duties of his/her position during the thirty-nine (39) month period, he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment. Such re-employment will take preference over all other applicants, except for those laid off for lack of work or lack of funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties the break in service shall be disregarded and he/she shall be fully restored.

16. UNION LEAVE

One (1) employee may be granted Union unpaid leave time up to six (6) months in duration in order to work for the Union. The employee shall return to his/her position and work schedule. The employee on Union leave shall continue to accrue seniority while on leave. The Union shall reimburse the District for the employee's salary and benefits.

ARTICLE XI - TRANSFER AND PROMOTIONS

A transfer is a move from one job assignment to another in the same classification.

1. EMPLOYEE REQUESTED TRANSFER

- A. A request for a transfer shall be filed in the Human Resources office and shall be retained actively for a period of one hundred eighty (180) days. Employees who wish to be considered for transfers to position that may be open during a period of absence shall make an appropriate request in advance to the Human Resources office. The employee shall provide an address and/or telephone number where he/she can be contacted.
- B. All employees requesting a transfer shall be notified of an interview for any vacancies.
- C. Transfers may be requested only by permanent or probationary employees with six months of satisfactory performance.
- D. Additional Hours for Part-Time Positions When additional hours are authorized for a part-time position, the position shall be posted for transfer in accordance with the provisions of this Article. Only those employees meeting the following criteria shall be eligible to apply for transfer in order to increase their hours:
 - 1) The employee seeking transfer is more senior than the incumbent.
 - 2) The employee seeking transfer is assigned a position within the classification, i.e., cook, manager, account clerk, etc.
 - 3) The employee seeking transfer is assigned a position with fewer hours than those reflected in the posted notice.
- E. Selection Criteria. The administrator making the selection decision shall consider the following job-related criteria:
 - 1) Qualification related to the employee's ability to perform the assigned duties.
 - 2) The employee's performance evaluation(s).
 - 3) The employee's hire date, seniority and such other job-related factors as are justifiable for performance of the position will be considered.

- F. Denial of Transfer. Denial of transfer shall not be without basis in fact. At the employee's request any employee who is denied a transfer is entitled to a conference with the supervisor recommending the denial who shall provide reasons for the denial.

2. PROMOTIONS

A. The District is committed to filling each position with the best- qualified person available. In the event of a vacancy, the most qualified applicant shall be selected.

B. The District will attempt to fill all vacancies above entry level from within the District first. When there are qualified internal applicants for a position, a qualified internal applicant shall be chosen.

1) Only after the District decides that no internal applicant is qualified for promotion will outside applicants be considered for the opening. An employee who is denied a promotion will be given the reasons for his/her denial in writing.

2) If the most qualified candidates are internal and are equally qualified, the following criteria shall apply:

(a) Seniority shall be the deciding factor.

(b) The Human Resources Division shall notify all unit members not selected for the position in writing within ten (10) working days.

(c) If no unit member is selected, the written reason for such non-selection shall be available to the union.

(d) Upon written request of the unit member, the District will provide all pertinent information about his or her non-selection within fifteen (15) days.

(f) No new probationary period served shall exceed six (6) months unless mutually agreed to by the District and the Union.

C. Credit for Service. Employees shall receive credit for prior service in the District for placement on the salary schedule for all changes in assignment to classifications in the same or lower salary ranges. Upon being selected for a higher class, the employee shall be placed on the step of the higher applicable salary range such that there is a salary increase of no less the five (5) percent.

2. POSTING OF VACANCIES

A. Vacancies shall be posted internally and externally for ten (10) days at all work sites where employees in the Unit are regularly assigned and filled as soon as practical. If no internal candidate is qualified, outside candidates will be considered.

B. Permanent employees including permanent employees in a promotional status and probationary employees with six months of satisfactory performance may apply for a vacant position.

- C. During the posting period, the vacancy shall not be permanently filled but may be filled by a substitute employee.
- D. The posting shall state the site of the vacancy; the number of hours and months regularly assigned; the job classification and the salary.
- E. Vacancies will be posted one week after they are certified and filled as soon as practical.

ARTICLE XII - LAYOFFS

- 1. In the event of a potential layoff, the district shall notify the SEIU, Local 1021 of its intended date of layoff notification prior to the Governing Board action.
- 2. Layoffs shall only be implemented by Board action for the reasons of lack of work and/or lack of funds.
- 3. Layoffs shall be implemented in reverse order of seniority within each classification.
- 4. Seniority shall be calculated from date of hire as a permanent employee in the District.
- 5. Employees shall have the right to bump into any present classification or lower classification which they once held in lieu of being laid off.
- 6. For a period of thirty-nine (39) months, permanent employees who have been laid off have the right to be recalled to any classification in which they once held seniority should vacancies occur. Callbacks shall be in reverse order of layoffs among employees in the same classification.
- 7. Employees who have been laid off due to lack of work or lack of funds are eligible for reemployment in preference to outside applicants not on the layoff and reemployment list. If employees on the layoff and reemployment list apply and meet the qualifications for an open or vacant position not previously held, those employees have the right of reemployment in preference to outside applicants not on the layoff and reemployment list.
- 8. Workers who are laid off will have their medical/dental benefits maintained by the District for two (2) months. (The calendar month in which the layoff takes place and the calendar month following the layoff.)

ARTICLE XIII – EVALUATIONS

- 1. EVALUATION
 - A. No evaluation of any employee or any written statement shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. The Evaluator shall hold a conference with the employee to discuss the final evaluation.

- B. Evaluations shall be based upon the direct observation and/or knowledge of the evaluator, with input from the employee's daily supervisor. Knowledge may be obtained by a minimum of two (2) walk through observations per semester by the evaluator or one twenty (20) minute observation per semester. A negative evaluation shall include a plan with specific recommendations for improvement. The improvement plan shall be reviewed and updated within six (6) months of the negative evaluation. Failure to make progress on the improvement plan could result with disciplinary action. The employees shall have the right to review and respond to any items or statements on the evaluation forms. Such responses shall be included on or attached to the evaluation forms. Each employee shall receive a copy of any derogatory written statements or material concerning his/her performance and shall have a right to respond in writing.

2. EVALUATOR

Only District Management, including individuals contracted to perform management functions, shall evaluate Union members.

3. FREQUENCY OF EVALUATION

- A. The first year of employment shall constitute the total probationary period, including the initial probationary period (six (6) months). During the total probationary period (one (1) year), employees shall be evaluated at least once every ninety (90) days. A written evaluation shall be completed and discussed with the employee within fifteen (15) days after the end of the evaluation period.
- B. An employee who has been promoted shall serve a probationary period of one (1) year in the higher class before attaining permanency in that class. The employee will be evaluated as per 3a (above). If the employee does not serve successfully in the higher classification, she/he may be returned to his/her position held prior to the promotion at any time prior to the expiration of the probationary period without a hearing. The District shall provide the employee with two (2) weeks notice of the return to his/her prior position.
- C. Evaluations for all permanent employees may be done every other year but must be completed before the employee's last day of the work year.

4. FORM

The official District form will be used.

ARTICLE XIV - PROFESSIONAL GROWTH PROGRAM

Local 1021, SEIU, and the Acalanes Union High School District agreed to the following Professional Growth program:

The policy of the Acalanes Union High School District shall be to encourage continued and active participation in professional growth activities designed to improve service to the District and to the

professional development of the employee. Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of the job performance of the classified employee.

1. ELIGIBILITY

- A. All permanent classified employees represented by Local 1021, SEIU, are eligible to enter the professional growth program.
- B. Units earned while on leave of absence will not be counted toward professional growth.
- C. Units earned while on vacation time may be counted toward professional growth.

2. AWARDS

- A. Ten (10) days prior to beginning the course/training an Application for Approval of Classified Growth Credit (Appendix F) must be completed and submitted to the Chief Personnel Officers for approval. The Chief Personnel Officers shall approve/deny within 3 days. Upon request of the employee the Chief Personnel Officers will meet with the employee and a SEIU 1021 representative to explain why the request was denied.
- B. Effective July 1, 2007 professional growth credit may be achieved through participating in any of the following categories of activity:
 - 1) College and Junior College courses
 - 2) Adult education courses
 - 3) Correspondence courses (accredited)
 - 4) Trade schools
 - 5) Workshops and Seminars
 - 6) Other areas of personal development and wellness(no more than 2 units per award)
- C. In assessing credit for professional growth activities, the general standard shall be 15 hours equals one (1) point of credit.
- D. An employee who has completed six (6) approved credit points shall receive an annual growth award of \$55.00 per month. No more than 2 credit points of the 6 can come from areas of personal development and wellness. The award shall continue throughout the service of the employee. Awards may be earned once in each three (3) years of service up to a maximum of three (3) awards.
- E. All professional growth credits shall be converted into semester units. College quarter units shall be converted into semester units. One, one-quarter unit is equal to two-thirds of a semester unit.
- F. If the District reimburses the employee for any cost, the credit shall not be granted.

G. Credit for classes in adult education or other education experiences will be equated as follows:

3 hours =	.20 semester unit
5 hours =	.33 semester unit
7.5 hours =	.50 semester unit
9 hours =	.60 semester unit
12 hours =	.80 semester unit
15 hours =	1.00 semester unit

3. PROFESSIONAL GROWTH/LONGEVITY

A. Employees who wish to receive additional longevity percentages may do so on the following basis:

- 1) Professional Growth/Longevity 1: Employees who complete 6 professional growth units by year 10 shall receive a 4% longevity.
- 2) Professional Growth/Longevity 2: Employees who complete 12 professional growth units between the 10th & 15th year shall receive a 7% longevity.
- 3) Professional Growth/Longevity 3: Employees who complete 18 professional growth units on year 20 or after shall receive a 10% longevity.

B. Employees who do not complete sufficient units to move to Professional Growth/Longevity 2 or Professional Growth/Longevity 3, shall receive the usual longevity set forth in paragraph 2 of Article IV, Salary. Nothing shall preclude employees from receiving the additional professional growth/longevity percentages once the required professional growth units are completed.

C. Professional growth compensation for less than eight hour employees will not be prorated. The professional growth compensation will be granted in full to part-time employees upon their fulfillment of the requirement.

ARTICLE XV – SAFETY

1. SAFETY COMMITTEE

The District and Local 1021 agree that a Safety Committee shall be established and that Local 1021 will have representation of the Unit members on that committee. The committee will meet at least three (3) times a year.

2. SAFETY EQUIPMENT PROVIDED

A. Raingear: Full sets of raingear, including boots, shall be provided for all grounds and maintenance employees. Rain gear, but not boots, will be provided to bus drivers and

campus supervisors. In addition, two sets of rain gear will be provided at each school site for use by custodians. Rain gear will be replaced as needed, upon approval of the supervisor.

- B. Coveralls. On July 1 of each year, the District will supply two (2) pairs of coveralls for mechanics and painters and one (1) pair of coveralls for employees who work in tunnels.
- C. Welder. A set of leather protective gear will be provided for welders.

ARTICLE XVI – GRIEVANCE

1. DEFINITION

A grievance is a complaint by an employee, employees, or the exclusive representative that there has been an alleged violation, misapplication, or a misinterpretation of the specific provisions of this contract covering the employees in the Union. The parties recognize that disputes should be resolved expeditiously at the lowest administrative level, notwithstanding the right and desirability of either party to bypass any initial steps if the case involves decision making at a higher administrative level.

2. INFORMAL PROCEDURES

Every effort shall be made by the grievant and his/her immediate supervisor to resolve the difficulty informally through meeting and consulting. The positions of each party and the background and reasons for the problem shall be stated and explored by the grievant and his/her immediate supervisor at a meeting or consultation period.

3. FORMAL PROCESS

- A. Step One. The employee and/or his/her representative, if requested by the employee, may present the grievance personally, in writing, to the immediate superior or principal within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee could have become aware of the occurrence. The principal or superior shall communicate his decision to the parties to the grievance in writing within five (5) working days after receiving the complaint.
- B. Step Two: If the grievance is not resolved within five (5) working days of the presentation under Step One, the grievance may be submitted in writing to the Chief Personnel Officer within ten (10) working days after receiving the response from the immediate superior or principal. The Chief Personnel Officer shall respond in writing within ten (10) days.
- C. Step Three. Either party to the grievance may appeal in writing within ten (10) days after receipt of the decision of the Chief Personnel Officer or his/her designee and request a hearing before the Governing Board at its next regular meeting. The Governing Board shall have available to it all documents relating to the appeal and any District records that would be helpful in its review.
- 1) The Governing Board shall notify all parties of its decision within ten (10) days following the meeting at which the grievance was considered.
- D. Step Four. If the Union is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within ten (10) days after the meeting of the Governing Board at which the grievance was heard, Local 1021 may, within ten (10) days after the decision by the Governing Board, request in writing that the grievance be submitted to binding arbitration. If any question arises as to the arbitrariness of the grievance, such question shall be ruled upon by the arbitrator only after he has had the opportunity to hear the merits of the grievance. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Union's submission of the grievance to arbitration, the arbitrator shall be selected from a list, submitted by the California Conciliation Service of five (5) persons experienced in public education. If the parties cannot agree on an arbitrator from the list, each party shall alternately strike names until only one remains.

The arbitrator shall have no authority or power to add to, delete, or alter any provisions of the Agreement, but shall limit the decision to the application and interpretation of its provisions. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The decision of the arbitrator shall be submitted to the Superintendent and the Union and shall be binding upon the parties to this Agreement.

4. COSTS

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expense, shall be borne by the party incurring them.

5. EXTENSION OF TIME LIMITS

The time between the steps of the procedure may be extended by mutual agreement. If the supervisor or principal fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be withdrawn.

6. NO DISCRIMINATION OR REPRISAL

No discrimination or reprisal shall be attempted or made against an employee because of filing a grievance.

7. WITNESSES

Parties who may have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any stage of the procedure. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings.

8. REASONABLE TIME FOR PROCESSING GRIEVANCES

In accordance with Section 3543.1 9c of the Government Code, a reasonable number of representatives of the Union shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.

9. GRIEVANCE WITHOUT INTERVENTION

An employee may present a grievance without the intervention of the Union through Step Three, as long as the adjustment is not inconsistent with the terms of this Agreement provided that he/she shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Any disagreement concerning whether the settlement is consistent with the terms of this agreement shall be subject to the grievance procedure.

10. RECORDS

The grievance and documents indicating that a grievance has been filed or processed shall be retained by the Human Resources Department in a separate grievance file.

ARTICLE XVII - DISCIPLINE

Representatives of the Union shall have a reasonable period of release time without loss of compensation for the purpose of representing an employee in the disciplinary process.

1. DISCIPLINARY ACTION

No permanent employee shall be disciplined except for cause as prescribed herein or in the Education Code of the State of California. Cause for discipline is outlined in Board Policy/Administrative Regulation 4218. Permanent employees who become probationary in a different classification may be removed from such classification, without cause, and returned to the former classification during the probationary period. Disciplinary actions are not subject to the grievance procedure outlined in Article XVIII of this agreement.

2. DEFINITIONS

Definitions as used herein:

- A. Demotion - Assignment to an inferior position or status without the employee's written voluntary consent.
- B. Disciplinary Action - Any action whereby an employee is given a warning or reprimand, demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed excluding a layoff for lack of work or lack of funds.
- C. Cause - Grounds for disciplinary action based on offenses enumerated in the law (See Article H).
- D. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent and not for any cause which arose more than two (2) years preceding 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.
- E. Probationary employees shall be subject to dismissal without cause upon recommendation of the immediate supervisor providing that the employee shall be entitled, at the employee's request, to a conference with the Chief Personnel Officer.

3. DISCIPLINARY PROCEDURE - PERMANENT EMPLOYEE

Disciplinary actions that may result in the loss of wages or employment shall require that:

- The employee be sent a written notice of the charges;
- The employee be given the right to appear before the Superintendent or designee to respond to the charges ("Skelly Hearing"); and
- If, as a result of the Skelly hearing, a recommendation is made to the Board to effect the disciplinary action, the employee is given the right to an evidentiary hearing in front of the Board or its designated hearing officer before any final disciplinary action is taken.

- A. Written Notice. Prior to the taking of a disciplinary action that can result in the loss of employment or wages, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be sent by certified mail or by personal delivery to the employee. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence.
- B. The written notice of proposed disciplinary action shall be sent by certified mail or by personal delivery to the employee. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:
- 1) Statement of Charges - A statement of the specific charges against the employee shall be written in ordinary and concise language setting forth the specific acts and/or omissions on which the disciplinary action is based and shall include any rules and regulations which have been violated. Such statement may incorporate by reference acts and/or omissions described in attached memoranda or other attached documents. No charge, however, shall be made which occurred prior to the employee's becoming permanent or more than two (2) years from the filing of this statement of charges.
 - 2) The specific disciplinary action proposed.
 - 3) The cause(s) or reason(s) for the specific disciplinary action proposed.
 - 4) A statement that the employee has five (5) calendar days from the date the written notice was sent to request a conference with the Superintendent or designee regarding the matters raised in the written notice. At such conference (commonly referred to as a "Skelly Hearing"), the employee shall be granted a reasonable opportunity to make any representations s/he believes are relevant to the case.
 - 5) A statement that if a Skelly hearing is not requested, the proposed disciplinary action may commence after five (5) calendar days following the date the written notice was sent.
 - 6) A statement that if the charges are upheld at the Skelly hearing, the employee is entitled to an evidentiary hearing before the Board, or its designated hearing officer, before any final disciplinary action is taken.
 - 7) A statement that no evidentiary hearing shall be held unless a written request is delivered to the Superintendent or designee within five (5) calendar days after the employee has been personally delivered or sent by certified mail the results of the Skelly Hearing.
 - 8) Enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and returning of which by the employee shall constitute a demand for a hearing and a denial of all charges.

- C. An employee facing discipline as defined above may be represented by a lawful representative at a disciplinary conference or hearing held pursuant to this policy.
- D. The employee shall receive an evidentiary hearing only if a written demand for such a hearing is delivered to the Superintendent or designee within five (5) calendar days after the employee has been personally delivered or sent by certified mail the results of the Skelly Hearing. In the absence of a timely demand for a hearing, the Board may act upon the proposed disciplinary action after the five (5) days have expired.
- E. The hearing normally will be held before the Governing Board or a hearing officer. It is the right of either party to have the hearing held before a hearing officer who will be designated by the Governing Board from a list provided by the California State Mediation and Conciliation Service. The hearing will be held within forty-five (45) days of the request for a hearing.
- F. The use of cameras for evidentiary establishment or refutation of actions that cause for discipline will be done ex post facto (after the fact). Employees are not actively monitored.
 - 1) Employees facing disciplinary action have the right to review pertinent camera footage upon request.
 - 2) While employees may be asked to provide technical support for an investigation as needed, employees will not be asked to view the camera footage for the purposes of disciplining a district employee.
- G. While employees may be asked to provide technical support for an investigation as needed, employees will not be asked to view the camera footage for the purposes of disciplining a district employee
- H. The term "cause" shall include, but not be limited to, the following:
 - 1) Incompetency, inefficiency or negligence in the performance of assigned duties
 - 2) Failure at any time to possess the minimum qualifications for the position, such as the loss of a required driver's license.
 - 3) Insubordination, including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
 - 4) Carelessness or negligence in the performance of assigned duties or in the care or use of District property.
 - 5) Loss, theft, conversion, damage, destruction or other misuse of District property.
 - 6) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.

- 7) Dishonesty.
 - 8) Drinking alcoholic beverages on the job, or reporting to work while intoxicated, or bringing alcohol on to any District property or into any District vehicle.
 - 9) Use of controlled substances on the job, or reporting to work under the influence, or bringing any controlled substance on to any District property or into any District vehicle. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited.
 - 10) Personal conduct unbecoming an employee of the District which may have adverse impact on the District.
 - 11) Engaging in political or union activity during assigned hours of employment unless otherwise authorized by law or Board policy or practice.
 - 12) Conviction of any felony or any crime involving moral turpitude.
 - 13) Abuse of any leave or vacation.
 - 14) Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
 - 15) Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Board or by any appropriate federal, state, or local governmental agency.
 - 16) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's assigned duties, 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
 - 17) Willful, negligent or intentional violation of any law concerning the District.
 - 18) Abandonment of position.
 - 19) Sexual harassment or unlawful discrimination against other employees, pupils or the public.
 - 20) Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- I. Access to Material – The employee may, upon request, have copies of the material on which the charges are based.

- J. A copy of the statement of charges shall be mailed to the Union at the same time it is served on the employee.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

1. PAYROLL

- A. Frequency - Once Monthly. All employees in the Union shall be paid once per month on the last working day of the month. If the normal date falls on a holiday, the paychecks shall be issued on the preceding workday if possible.
- B. Payroll Errors. Any payroll error resulting in insufficient payment for an employee in the Union shall be corrected and a supplemental check issued as soon as possible after the employee provides notice to the Payroll Department. The District will notify the Union and the unit member of overpayment. The District and the Union will meet and confer to resolve the issue and enter into a written agreement. The District will consider the financial implication on a case by case basis.
- C. Special Payments. Any payroll adjustment due an employee in the Union as a result of working out of class, re-computation of hours, or other reasons other than procedural error shall be made and a supplemental check issued as soon as possible following notice to the Payroll Department.

2. REQUESTS FOR RECLASSIFICATIONS

The Board and Local 1021 agree that employees desiring reclassification of their position(s) shall submit requests to the District and Union between January 1 and February 28 of each year. No later than March 31 of each year, a joint union and management committee shall meet to discuss proposed changes in classification (or prepare documents for formal negotiations).

3. SUBSTITUTES

- A. Custodial Coverage. A substitute will be requested beginning with the first day the custodian is absent due to illness, and not vacation. Single campus positions will receive coverage at all times, (i.e., Del Valle), including vacation.
- B. Head Custodian Substitutes. If the principal and custodial supervisor determine it is necessary to have a substitute head custodian:
 - 1) Selection Criteria. The administrators making the selection decision shall consider the following job-related criteria:
 - (a) Qualifications related to the employee's ability to perform the assigned duties.
 - (b) The employee's performance evaluation(s).

- (c) The employee's hire date, seniority and such other job- related factors as are justifiable for performance of the position.
 - (d) Opportunity for employee to assume training and leadership skills.
- 2) Employees who qualify under B (1) (above) shall be offered this temporary assignment on a rotational basis. Employee's refusing assignment shall rotate as if they accepted the assignment.

C. Cafeteria.

- 1) When a cafeteria assistant is absent, a substitute will be assigned beginning with his or her first day of absence. If no substitute is available, the extra hours needed to complete the absent employee's work, but not exceeding the number of hours worked by the absent employee, may be divided among all the cafeteria assistants who volunteer on an equitable basis.

D. Instructional Assistants. A substitute Instructional Assistant will be requested beginning with the first day the Instructional Assistant is absent due to illness.

E. School Site Secretaries and Clerks. A substitute secretary or clerk will be requested only during the time school is in session, beginning with the first day the school site secretary or clerk is absent due to illness.

F. Substitutes for Classified Employees. As a general practice, existing employees will be considered for out-of-class substitution of classified employees who are out on extended leave.

4. COPIES OF THE AGREEMENT/INFORMATION TO THE UNION

A. The District will provide copies of the contract and the salary schedule to all new workers. The current contract will be posted on the District Human Resources Web page under the classified tab. Copies of the current contract are available upon request.

B. Each new employee shall be given a packet of information to be supplied by the Union.

C. A school directory shall be given to the Union each year.

5. ASBESTOS WORK

A. The District agrees that any asbestos related duties that are assigned to Union employees shall continue to be performed on an overtime basis.

- B. Additionally, the District and Union agree to meet and resolve any future asbestos safety issues that may arise. The District agrees to provide any necessary follow up health checks for any District workers who may be assigned removal, disposal or inspection duties.

6. INSTRUCTIONAL ASSISTANTS: SPECIAL EDUCATION

Union members shall not assume sole responsibility for classroom management or instruction.

- A. Union members shall not be required to serve in the place of an absent teacher whose place would normally be filled by a certificated substitute teacher.
- B. In an emergency situation such as a student injury or fight, or the teacher's personal family emergency, a unit member may be required to assume the supervision of a class, provided a certificated employee has been specifically designed to assume responsibility for the class. Such temporary supervision by a unit member normally shall not exceed one hour.
- C. In a non-emergency situation such as IEP meetings, consultations with other staff members, student testing, site and or district meetings, a unit member may be required to assume the supervisions of a class if the teacher is temporarily absent from the classroom, If the teacher's absence exceeds 40 minutes per period, the unit member shall notify the site manager, who shall immediately provide appropriate direct supervision of the class.

7. AMERICANS WITH DISABILITIES ACT

- A. The parties acknowledge that they both have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- B. The Union recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines the implementation of the reasonable accommodation may conflict with the rights of other employees, the District will notify the Union and meet and discuss the proposed accommodation. If, after consultation with the Union, the District proceeds to implement any accommodation, which the Union believes is inconsistent with the terms and conditions of this agreement, the Union may pursue a grievance. The Union agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.
- C. A reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- D. For the purposes of this Article, "employee" includes current Union members, employees from other Unions whose reasonable accommodation involves assignment to a position in this Union, and prospective employees whose employment in the Union will involve reasonable accommodation.

ARTICLE XIX - COMPLETION OF NEGOTIATIONS

During the term of this Agreement, Local 1021 expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District and the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matter were proposed and later withdrawn.

ARTICLE XX - TERM

1. This Agreement, with the exception of salary schedule improvements, retiree medical benefits, other forms of compensation, and benefits, shall remain in full force and effect up to and including June 30, 2017, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than May 15 of any year of its request to modify, amend, or terminate the Agreement.
2. For salary schedule and forms of compensation and benefits, and for up to three (3) non-monetary items, negotiations may be opened no later than September 15 of 2015 and 2016 if one of the parties notifies the other in writing no later than August 15 of 2015. If the request to reopen negotiations is instituted by either party, an initial proposal must be presented to the other party no later than the first regularly scheduled Governing Board meeting in October.

ARTICLE XXI - SAVING CLAUSE

In the event any portion of this agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure that the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.

ARTICLE XXII – MANAGEMENT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other express and specific provisions of this Agreement.
2. Included in but not limited to those duties and powers are the exclusive right to: determine the times and hours of operation including work time, determine the kinds and levels of services to be provided and the methods and means of providing them, establish its education policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine job descriptions, determine the number and kinds of personnel required, determine the work calendars of employees, maintain the efficiency of the District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and contract out work to non-employees or employees outside of the bargaining units as long

as such contracting out does not require the layoff of permanent bargaining unit members and such contracting out is consistent with existing law and education code provisions. The District also retains the right to hire, direct, classify, transfer, assign, reassign, evaluate, promote, demote, layoff, terminate, and discipline employees including adopting and revising policies and practices with regard to such matters. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, or other articles and provisions of this Agreement, except as specified in other express and specific provisions of this Agreement.

3. The exercise of these powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state or local emergencies and natural disasters such as earthquake, fire or flood, and state or local financial.

SIGNATURE PAGE

_____ Mary Summers, President	_____ Date
_____ Angela Thomas, SEIU Local 1021	_____ Date
_____ Amy McNamara, Associate Superintendent	_____ Date
_____ Nely Obligacion, Deputy Director of Advocacy and Internal Organizing	
_____ Kaden Fratzer, Education Field Director	_____ Date
_____ John Stead, Executive Director	_____ Date

**APPENDIX A
SALARY SCHEDULE**

RANGE	JOB CLASSIFICATION	MONTHS	HOURS	SALARY
1	Food Service Assistant	9.5	3.5	Monthly
3	Senior Food Service Assistant	9.5	5	Monthly
5	Instructional Assistant - Study Hall	9.5	6	Monthly
5	Teacher Clerk	9.5		Hourly
7	Instructional Assistant - General	9.5		Monthly
7	Instructional Assistant - LEP	9.5		Monthly
7	School Improvement Secretary	9.5		Monthly
8	Campus Supervisor	9.5	7	Monthly
9	Instructional Assistant - Special Ed	9.5		Monthly
9	Instructional Assistant - ELL	9.5	6	Monthly
9	School Office Assistant	10.5		Monthly
11	Custodian	12	8	Monthly
11	Custodian - Del Valle/AHS	12	8	Monthly
12	Attendance/Health Assistant	10.5	8	Monthly
12	District Secretary-Superintendent's Office	12		Monthly
12	Guidance Technician	11		Monthly
12	Human Resources Office Assistant	12		Monthly
12	Library Media Assistant	10.5	8	Monthly
12	Library Assistant	9.5	2	Monthly
12	School Administrative Technician	9.5		Monthly
13	Account Clerk	12	8	Monthly
13	Account Clerk - Food Service	11	4	Monthly
13	Administrative Assistant – Associate Principals	10.5	8	Monthly
13	Attendance Technician	10.5	8	Monthly
13	Attendance Technician - Adult Ed	10.5	6	Monthly
13	Wellness Intake Specialist	9.5	8	Monthly
14	Bus Driver	9.5	8	Monthly
14	Bus Driver/Service Attendant	10.5	8	Monthly
14	College & Career Center Advisor	9.5	8	Monthly
14	Gardener-Grounds Keeper	12	8	Monthly
14	Registrar	11	8	Monthly
14	Registrar - Adult Ed	11	8	Monthly
14	Registrar - CIS	10.5	8	Monthly
14	School Finance Technician – Adult Ed	11	8	Monthly
14	School Finance Technician	11	8	Monthly

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14	Scheduler/Driver/Service Attendant	10.5	8	Monthly
15	Accounts Payable Technician	12	8	Monthly
15	Administrative Assistant I	12	8	Monthly
15	Lead Food Service Assistant	9.5	8	Monthly
15	Technology Assistant	12	8	Monthly
15	Workability I Assistant	9.5	6	Monthly
16	Site Support Technician	11	8	Monthly
16	Grounds Equipment Operator	12	8	Monthly
16	Lead Bus Driver	9.5	8	Monthly
16	Maintenance Driver/Toolcrib	12	8	Monthly
17	Sprinkler Maintenance Worker	12	8	Monthly
17	Pool Service Worker	12	8	Monthly
18	Administrative Assistant – Del Valle Education Center	11	8	Monthly
18	Head Custodian	12	8	Monthly
18	School Administrative Assistant - Continuation	10.5		Monthly
19	Administrative Assistant II	12	8	Monthly
19	Grounds Lead Worker	12		Monthly
19	Payroll/Accounting Technician	12	8	Monthly
21	Administrative Assistant - Special Education	12	8	Monthly
21	Purchasing Specialist	12	8	Monthly
21	School Administrative Assistant - Adult Education	12	8	Monthly
21	School Administrative Assistant	11	8	Monthly
22	LVN Instructional Assistant	9.5	8	Monthly
23	Maintenance Craftsperson	12	8	Monthly
24	Administrative Assistant – Ed Services	12	8	Monthly
24	Lead Payroll/Benefits Technician	12	8	Monthly
26	Fiscal Analyst	12	8	Monthly
27	Lead Maintenance Craftsperson	12	8	Monthly
27	Electrical, Heating, Ventilation & Air Conditioning Lead Worker	12		Monthly
27	Instructional Assistant-Interpreter/Tutor for Deaf	9.5		Hourly
28	District Technician	12	8	Monthly
28	Technical Data Analyst	12	8	Monthly
29	Vehicle, Motor and Engine Mechanic	12	8	Monthly
30	District Technician II	12	8	Monthly
31	Information Technology and Data Specialist	12	8	Monthly

SALARY HERE

**ACALANES UNION HIGH SCHOOL DISTRICT
SEIU EXTRA DUTY ASSIGNMENTS**

SPORTS:

	DUTY	PER GAME
*FOOTBALL	TIMER	\$40.00
	TICKET SELLER/TAKER	\$40.00
*BASKETBALL		PER GAME
	** TIMER	\$40.00
	** 30 SECOND SHOT TIMER	\$40.00
	** SCOREKEEPER	\$40.00
	TICKET SELLER/TAKER	\$40.00

**\$40 for first assignment. \$20 for each concurrent assignment.

SUPERVISION OF FOOTBALL & BASKETBALL GAMES:

Unit members shall be paid by the District \$25.00 hourly for supervision of football and basketball games with the exception of Campus Supervisors who, after 7 hr/day, will be paid at their overtime rate.

Classified employees shall be compensated for all DFAL league championship contests for which there are gate receipts.

DANCES:

Classified employees at each school will be assigned and paid as chaperones at the rate of \$50.00 each per dance with the exception of Campus Supervisors who, after 7 hr/day, will be paid at their overtime rate.

*Not subject to Fair Labor Standards Act regulations

Revised: 10/16/13

APPENDIX B

“STATE DISABILITY INSURANCE”

- a. Integration of Benefits. Consistent with State law, employees on State Disability will have their sick leave benefits integrated with their disability payments unless the employee requests in writing otherwise.
- b. As SDI does not cover the first seven (7) days of any disability, an employee may elect to use sick leave, vacation, or personal business to cover this period in its entirety.
- c. An employee’s election to use sick leave to supplement SDI benefits, may affect the total SDI benefits payable. An employee’s combined SDI benefit and use of leave credits cannot exceed their regular monthly gross (less mandatory reductions) pay. In the event that through the integration and coordination of District leave benefits with SDI payments, payments exceed an employee’s monthly gross (less mandatory reductions), the District shall notify employee and develop a mutual repayment schedule.
- d. Within two weeks of being disabled from work, the employee or his/her representative must contact the District Human Resources office to provide the following information:
 - The date of the disability/illness commenced;
 - The estimated duration of the disability;
 - A phone number where the employee can be reached;
 - The election of leave credits usage during the first week of disability;
 - The number of hours in a month to be charged to leave credits;
 - Whether or not the employee is planning to file for SDI;
 - The election to supplement leave credits with SDI benefits.
- e. In completing the Claim Form for SDI benefits [Form DE 2501], employees shall respond “yes” to Question 19 thereby allowing the EDD to disclose benefit payment information to the District.
- f. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI “Award Factor Form” [Form DE 429(D)] and/or other relevant documentation to the District Human Resources office to ensure proper supplementation of District benefits and payment. The District may withhold any integration or coordination of benefits until it has received required documentation from the employee.

APPENDIX C

Acalanes Union HSD

Administrative Regulation

Travel Expenses

AR 3350

Business and Noninstructional Operations

Conferences and Conventions

It is the policy of the Governing Board to authorize and encourage attendance of personnel at conferences and conventions and to reimburse individuals for expenses incurred at same in accordance with the following rules and regulations:

1. **Philosophy:** The philosophy underlying the attendance at conventions of certificated representatives from the district is based upon the belief that such participation will provide tangible benefits and values for the improvement in the educational programs and operations of the schools of the district. All personnel of the district are eligible to apply for approval of such attendance.
2. **Approval:** All applications shall be submitted for approval to the appropriate supervisor of the division concerned at least two weeks prior to the conference date. All requests shall be approved or disapproved on the basis of the above philosophy.
3. **Budget Allowance:** Allowances for conference attendance are limited by the availability of budgeted funds. Approval of requests to attend conferences will be made on the basis of providing the greatest value and benefit to the district.

Allocation of funds for budgetary purposes is not to be construed as approval. Each individual application must be submitted in accordance with Section 5, below.

4. **Applications:** Personnel may submit applications to the principal of their school or supervisor. Principals or supervisors should assist teachers in making arrangements for attendance at conferences. Forms are available in the principal's or supervisor's office. All applications must be approved by the principal or supervisor and forwarded to the appropriate supervisor's office at least two weeks prior to the conference.

Applications must include the following information:

- a. Title of conference.
- b. Location of conference.
- c. Date and days of conference.

- d. Purpose of conference (when title is not self-explanatory).
- e. Mode of transportation.
- f. Estimated expenses.
- g. Names of persons planning to attend conference.
- h. Principal's recommendation.

Principals and other district administrative staff members may submit applications directly to the Associate Superintendent's office at least two weeks prior to the conference. Applications must include the information noted in the preceding paragraph.

5. Written Reports: Each person attending a convention or conference with his/her expenses paid by the district shall circulate to the appropriate parties (department, program, site, district) pertinent material and information derived from the conference or convention.

6. Mileage:

a. The mileage rate for use of a private vehicle on official business will be computed at the rate established by the Internal Revenue Service, adjusted annually for federal income tax purposes.

b. Car pools are to be arranged when two or more employees are being transported in privately owned automobiles to the same destination unless other official business circumstances render such pooling impractical and more costly.

c. Mileage for home-to worksite and worksite-to home shall not be considered a necessary and reasonable expense, except as otherwise authorized.

d. If the destination exceeds 200 miles one way then the mileage for use of a private vehicle will not be reimbursed if travel is less expensive by common carrier. In the event an employee chooses to travel by private vehicle, the amount of reimbursement shall be the lesser amount which would have been paid for travel by common carrier.

7. Lodging: Upon prior approval by the supervisor, an employee shall be reimbursed for actual lodging expenses. Room service is not a lodging expense. Lodging receipts are required in all cases.

8. Meals: The district allows daily meals reimbursements up to 120 percent of the Federal per diem allowance as set by the Federal Travel Regulation. This per diem allowance includes district pre-paid meals, which is also the maximum amount allowed for meal reimbursements.

If a meal should exceed the allowance, the claimant has the option of claiming the allowance amount, or requesting reimbursement of the actual higher amount with a short statement of justification attached to the reimbursement claim. This claim will be subject to approval by the site/department and business office. The per diem allowance is not allowed if meals are included in the conference registration fee.

SEIU 1021 Contract

Gratuities are included within the allowance for meal reimbursement. Expenses for alcoholic beverages shall not be reimbursed.

The following are automatically approved daily allowances for meals:

Meal percent of Federal per diem meals allowance:

* Breakfast 25 percent

* Lunch 30 percent

* Dinner 45 percent

The individual has the option of claiming a portion of the meal as outlined on the percentages above or claiming a meal exceeding the percentage for each group, but not more than the total per diem allowance.

Federal Rates

As needed, the district Business Office will distribute a memo to staff with new rates as defined by the Federal government. Staff can also contact the district Business Office to verify rates.

8. Other Expenses: Expenses incurred in connection with the assigned duties and responsibilities of the employee are reimbursed at actual cost as reflected on receipts which verify expenses. Examples of such expenses are transportation, telephone, registration, parking, bridge tolls, tips, etc.

9. Receipts: Receipts must be submitted for common carrier transportation, registration fees, lodging, meals and other legitimate expenses.


Regulation ACALANES UNION HIGH SCHOOL DISTRICT

approved: October 19, 2000 Lafayette, California

revised: February 3, 2010

revised: February 2, 2011

Appendix D



Acalanes Union High School District, Department of Human Resources
 1212 Pleasant Hill Road • Lafayette, California 94549 • Phone 925-280-3900 • Fax 925-935-0528

CLASSIFIED REQUEST FOR LEAVE

Name of Employee (please print)

Employee Number

Job Title of Employee

Location

DATES REQUESTED: From to For: Days
 date date how many Hours

REASON FOR REQUEST

Vacation

Illness, Medical/Dental Appointment

Personal Necessity: Give reason as specified in SEIU Contract.
Reason:

Bereavement: Relation: Location:

Jury Duty (Include summons/timesheet)

Leave Without Pay

Other: (when checking this, your salary may be docked; you should talk with your immediate supervisor before submitting)
Purpose:

Director, Human Resources Signature

Date

NOTE: The following leaves require prior notification to the Department of Human Resources. Please call Human Resources at (925) 280-3900 x6623 to make an appointment.

Family Medical Leave Act (FMLA)

On-the-Job Injury/Workers' Compensation

Maternity Leave

Personal Leave (attach letter)

Director, Human Resources Signature

Date

Employee Signature

Date

Supervisor's Signature

Date

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APPENDIX E

SEIU CONTRACT COMPONENTS

Sick, Vacation &
Personal Business
Days

→ Difference Pay

(up to 100 days while
on Doctor's Note)

→

CFRA - Child Bonding
(up to 12 weeks health benefits
without pay, no doctor's note
needed)

→

LWOP

(Leave without pay or
benefits)

Maternity Leave: Actual length of paid leave based on physician's note; maternity leave ends when the employee is medically able to return to work. If medically able to return to work but wishes to remain on leave, employee uses CFRA then must use LWOP.

FMLA & PDLA run concurrently for 12 weeks. Then CFRA can continue for an additional 12 weeks. This guarantees health benefits but not pay.

Differential Leave: Salary minus the cost of a substitute. Differential leave begins after all leave types have been exhausted and ends when the employee is medically able to return to work, up to 100 days. Article X.5.1

Leave Without Pay: With prior approval from the district you can take up to one year. Your job is guaranteed but not position and site.

Family Medical Leave Act (Federal)/California Family Rights Act (State): To be eligible, employee must have worked for the District 12 previous months and a minimum of 1,250 hours.

APPENDIX F



Alcalanes Union High School District

**Request for Approval of Classified Professional Growth Credit
(Must be completed and approved prior to commencing any activities)**

Name	Job Title	Site	Hire Date (mth/yr)

Option I – Professional Growth

I request approval of the following course, training, or conference to be approved as credit toward my professional growth increment:

Course #	Dates	Course Title	College/School	Units

Option II – Personal Growth (up to 2 semester units per PG increment)

I request approval of the following class to be approved as credit toward my professional growth increment:

Course #	Dates	Course Title	College/School	Units

Description of content of course(s):

Please Describe how this course will enhance your ability to perform your current position in the district:

Did this take place after your regular work hours? Yes No
 If No, did you take vacation time? Yes No
 Was this at your own expense? Yes No
 If No, please explain: _____

Supervisor Notification: _____ Date: _____

Approval is conditional on a clear explanation, rationale & course syllabus or outline.

HR Approved: _____ HR Denied: _____ Date: _____

If denied, give reasons: _____

PG increment will be awarded the pay period following receipt of official proof of completion; 6 semester units HR verified _____ Date of Award: _____

APPENDIX G

MEMORANDUM OF UNDERSTANDING BETWEEN THE ACALANES HIGH SCHOOL DISTRICT AND SEIU, LOCAL 1021

The Acalanes Union High School District and SEIU, Local 1021 have agreed to provide a stipend of \$1,000 to all SEIU members that serve in the capacity of a paid athletic coach for the Acalanes Union High School District. The compensation (stipend) will be paid for those SEIU members serving as paid athletic coaches during the 2017-2020 school years.

This MOU will sunset on June 30, 2020 unless extended by mutual agreement. Both parties agree to discuss this MOU with consideration for potential replacement language in the SEIU/District Collective Bargaining Agreement.

APPENDIX H

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT


MEMORANDUM OF UNDERSTANDING
RE: BEREAVEMENT LEAVE


This MOU is intended to provide employees with flexibility regarding the use of bereavement leave.

1. Each unit member is entitled to five days of bereavement leave of absence in case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member is required to travel beyond the continental United States. Appropriate documentation shall be provided if the employee travels outside the United States.
2. Should the member have used personal days to visit with the immediate family member or person of significance in the two weeks preceding the death, the member may designate them as bereavement as part of the leave allocated in #1. Such designation must occur within 30 days of the personal days taken. No more than 5 bereavement days (or 10 for international) total may be used per death of a family member or person of significance.
3. No deductions shall be made from the salary of the unit member resulting from such leave of absence. Pay deductions shall be made for any days beyond those specified above on a per diem basis.

This MOU shall be in force for the duration of the contract and shall sunset on June 30, 2020.

 3/29/18
Mary Summers, SEIU president

 3/29/18
Angela Thomas, SEIU Local 1021

 3/29/18
Amy McNamara, Associate Superintendent

APPENDIX I

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT**

**MEMORANDUM OF UNDERSTANDING
RE: RETIREMENT INCENTIVE**

This Memorandum of Understanding (MOU) is intended to provide eligible members and their spouse or domestic partner dental insurance and vision insurance. Eligible members are those Service International Employees Union (SEIU) members who retire into PERS, and who have rendered the equivalent of 10 years of full-time service, including Board-approved leave and or reduced work year, in the District immediately prior to retirement.

The District shall pay the dental and vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective, or until the retiree becomes eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.


If at the time of a retiree's death, he or she was still entitled to benefits pursuant to this MOU, a surviving spouse or domestic partner is entitled to the benefits for the remainder of the retiree's coverage period under this MOU unless the surviving spouse or domestic partner is eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

In order to be eligible for the retirement incentive described in paragraph two of this MOU, a retiring member must submit his or her written notification of resignation and retirement on or before 3 pm on the first day of February. If the first day of February falls on a weekend, it is due the next business day.

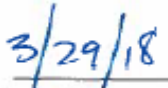
This MOU is valid through and sunsets on June 30, 2020 unless extended by mutual agreement of both parties.


Mary Summers, SEIU President


Date


Angela Thomas, SEIU Local 1021


Amy McNamara, Assoc. Superintendent


Date