

AGREEMENT BETWEEN

San Lorenzo Valley
Unified School District
And
Service Employees
International Union
Local 521

Effective Dates
July 1, 2017 through June 30, 2020

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SLVUSD AND SEIU LOCAL 521

ARTICLE 1: PREAMBLE

This is an Agreement made and entered into this July 1, 2017 through June 30, 2020 by and between the Governing Board of the San Lorenzo Valley Unified School District (hereinafter referred to as "District") and the Service Employees International Union Local 521, (classified employees) (hereinafter referred to as "Union").

ARTICLE 2: RECOGNITION

2.1. The District recognizes the Union as the exclusive representative for that unit of classified employees set forth below:

JOB TITLE	JOB TITLE
INSTRUCTIONAL SUPPORT CLASSES	STUDENT NUTRITION SERVICES CLASSES
Computer Resource Specialist	Food Service Assistant III
Library/Medial Specialist	Food Service Assistant II
Career Center Specialist	
Campus Security Technician	MAINTENANCE, GROUNDS, CUSTODIAL CLASSES
Instructional Assistant – P.E.	
Instructional Assistant – Special Ed	
Instructional Assistant - Special Ed – (Interpreter/Tutor)	Lead Grounds/Maintenance Specialist
Special Program Assistant	Lead Maintenance Specialist
Campus Supervisor – Elementary	Maintenance Specialist
Campus Supervisor – Secondary	• Carpenter
Detention Hall Monitor	• Electrician
Instructional Assistant	• HVAC
	• Painter
	• Plumber
SECRETARIAL/CLERICAL CLASSES	Grounds/Maintenance Specialist II
	Senior Custodian
Administrative Assistant – DO	Custodian & Pool Maintenance
School Administrative Assistant	Custodian
Registrar – High School	Grounds/Maintenance Specialist I
Registration/Attendance Tech – MS	
Registration/Attendance Tech – Elem	TRANSPORTATION CLASSES
Projects Coordinator	
Staff Secretary – Charter 25	Lead Mechanic
School Secretary II	Mechanic
Staff Secretary – SNS	Transportation Specialist
Registration/Attendance Tech – HS	Bus Operator II
School Secretary I	Bus Operator I
Office Assistant	
	OPERATIONS CLASSES
FISCAL CLASSES	
	Student Information Systems & Database Specialist
Accounting Technician	Theater Technician
Accounting Technician – Food Services	Delivery Driver
Accounting Technician – Student Services	

- 2.2. The Union agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit, except as provided for in 2.3, either as to positions excluded or the enumerated inclusions during the period of this Agreement. The bargaining unit as agreed to herein does not include those classes of employees which are excluded from the classified service by law, or those positions which are confidential, supervisory or management. Additionally, a person employed as a substitute or short-term employee, part-time playground employee, who is not otherwise employed in a classified position, full-time day student employed part-time when enrolled in a work studies program, temporary professional experts or volunteers shall be excluded from the bargaining unit.
- 2.3. Any newly created classified position, except those excluded in 2.2, may be added to the representation unit by mutual agreement between the District and the Union, subject to the rules of the Public Employment Relations Board.

ARTICLE 3: DISTRICT RIGHTS

- 3.1. The District retains all of its powers and authority to direct and control to the full extent of the law. The Governing Board recognizes the value of input from employees as it pertains to the smooth operation of the District. Included in, but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work according to the Education Code. In addition, the Governing Board retains the right to hire, assign, transfer, reassign, assign overtime and work week, evaluate, promote, terminate and discipline employees.
- 3.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 3.3. Except as set forth in 3.2 above, the exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to grievance procedure. Such review of this provision shall be limited to the determination of whether the District reserved the right to exercise the discretionary powers so listed.

ARTICLE 4: EMPLOYEE RIGHTS

The District and Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizational activities.

ARTICLE 5: UNION RIGHTS

- 5.1. Union officials, including shop stewards, shall be permitted access to District facilities during employee breaks and after normal working hours, for the purpose of contacting members concerning Union business upon notifying the site administrator/designee. Such access will be permitted during the employees' regular working hours upon prior notice to and approval by the site administrator/designee (except that notice and prior approval are not required in emergency situations).
- 5.2. The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards in conformance with District policies. At least a portion of one bulletin board shall be provided in each school building for this purpose. Such communications to employees shall be posted only on the designated bulletin board.
- 5.3. The Union may use District facilities, when not otherwise in use, for the purpose of meetings concerned with the exercise of the rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities must be followed.
- 5.4. The Union shall have an allocation of up to forty-eight (48) hours of leave with pay and benefits for each school year for the purpose of conducting Union business or attending local, state, or national workshops.
- 5.5. Release Time
 - 5.5.1. Negotiations

The District shall arrange release time for persons on the Union negotiating committee, provided that the Union notifies the District of the persons to be released at least two (2) days in advance. No more than one (1) person from a single department shall use release days for negotiations during the same time period. Alternates shall be exempted from these departmental and notice requirements, but shall attempt to notify their supervisor as soon as possible upon learning that they will be attending negotiations.

5.5.2. District Committees

Unit members required to serve on District sponsored committees shall be paid to attend such committees. Unit members serving as classified school employee representatives on district-sponsored committees shall be selected by the Union. Nothing in this section shall be construed to alter current district practices regarding the right of district administrators, including site administrators, to appoint individual classified employees to committees to serve in other capacities (i.e. not as the union/bargaining unit representative). It shall be the responsibility of the Union to inform the District of the Union representatives and alternates on any District-sponsored committee. Regular representatives will notify their site administrator at least two (2) days in advance of committee meetings. In the event an unanticipated absence of a representative requires the attendance of an alternate at a meeting, the Union will notify the District, and the alternate will notify his/her administrator, as soon as possible.

5.6. Information About Unit Members

By November 1 of each year, the District shall provide the Union with names, addresses, assignment, salary schedule placement, home and work phone numbers, and District e-mail addresses of all unit members, provided however that the District shall not provide the home phone numbers of unit members who request in writing that their home phone numbers not be given to the Union. The District shall provide a mutually agreed upon form for such requests to current unit members at the beginning of the 2002-03 school year and to new unit members at the beginning of their employment. Names, addresses assignments, salary schedule placement, home and work phone numbers, and District e-mail addresses of new bargaining unit members shall be provided to the Union within thirty (30) days of the date of employment. Information shall be provided in a mutually agreed upon format.

5.7. New Employees

- 5.7.1. When a new employee is hired in a bargaining unit position, the District shall provide in the employee's information packet a copy of the collective bargaining agreement. The District will also provide any additional materials provided by the Union for new hires.
- 5.7.2. The District shall inform, in writing, no later than the tenth (10th) of each month, the Union Chapter President, of each new bargaining unit employee with his/her name, work site, classification and home address.

ARTICLE 6: ORGANIZATIONAL SECURITY

6.1. Check Off

SEIU will have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for SEIU dues, charitable donations, or other plans or programs jointly approved by SEIU and the District. The District will pay to the designated payee within fifteen (15) working days of the deduction all sums so deducted.

6.2. Dues Deductions

6.2.1. All employees who are members of SEIU as of December 18, 1992, and those who subsequently join, shall remain members for the term of the Agreement.

6.2.2. The District will deduct dues, in accordance with the SEIU dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of SEIU and submit to the District a dues authorization form unless notified by SEIU of direct cash payments to SEIU.

6.3. Service Fee

6.3.1. SEIU and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by SEIU and the representation of employees in the bargaining unit.

6.3.2. New Employees: Any member of the bargaining unit hired after December 18, 1992, who is not a member of SEIU or who does not make application for membership within thirty (30) days of employment, shall become a member of SEIU or pay to SEIU a fee in accordance with the SEIU fee schedule. Payment may be made directly to SEIU in accordance with SEIU procedures, or by authorizing a payroll deduction.

6.3.3. Current Employees: Effective December 18, 1992, if within thirty (30) days of employment, after December 18, 1992, an employee does not pay such fee directly or submit a payroll deduction authorization, the District shall immediately begin automatic payroll deduction as provided in Education Code section 45168 and in the same manner as set forth in Section 6.2 of this Article.

6.3.4. In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with SEIU for the direct payment of service fees, the District will deduct service fees until such time as SEIU notifies the District that arrangements have been made for the payment of such fees.

6.4. Religious Objection

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to SEIU which proves that s/he sincerely holds such beliefs that employee will be required, in lieu of a service fee, to pay sums equal to such service fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three;

- 1) Santa Cruz Aids Project
- 2) Mountain Community Resource
- 3) San Lorenzo Valley Education Foundation

6.5. Deduction and Payment of Charitable Contributions

Any employee hired after December 18, 1992 who belongs to a religious body described herein shall, within thirty (30) days of the date of their employment, present proof to SEIU that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 6.4 of this Agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support of the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

6.6. SEIU agrees to furnish any reasonable and necessary information needed by the District to fulfill the provisions of this Article.

- 6.7. SEIU agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. SEIU shall have the exclusive rights to decide or determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 6.8. This organizational security arrangement shall be effective unless and until revoked in accordance with Government Code Section 3546(d).

ARTICLE 7: EVALUATION PROCEDURES

- 7.1. General unit members shall be evaluated in writing at least once annually by the immediate supervisor in accordance with District policy. In the event that an employee has more than one immediate supervisor, the evaluation shall be completed jointly by his/her immediate supervisors. The evaluator shall discuss the evaluation with the employee and provide a copy of the written evaluation to the employee. The employee shall have the right to review and respond in writing to the evaluation. The employee's response shall be included in the unit member's personnel file. "Any meeting to discuss the evaluations shall be limited to the employee, the immediate supervisor(s) and any confidential and/or managerial employees designated by the District."
- 7.1.1. Probationary employees shall be evaluated prior to the end of the second (2nd) and eighth (8th) month of employment.
- 7.1.2. Both the contributor and the employee must sign all evaluations. The employee's signature shall only indicate that the conference has been held and that s/he has had an opportunity to read the report.
- 7.1.3. If an evaluation shows any permanent employee's work to be below a satisfactory standard, evaluators shall make specific recommendations for improvement, and, where appropriate, the supervisor will make available training or assistance for employees whose job performance does not meet District standards. A subsequent evaluation shall take place within forty-five (45) working days of receiving a summary evaluation rating of either "Requires Improvement" or "Unsatisfactory".
- 7.1.4. Evaluations shall be based on the direct observation of the evaluator and/or on information that has been verified by the evaluator. When a person or persons other than a rater submit written information regarding an employee's performance, such document must be dated and signed, and made available to the employee if the document is to be used in the formal evaluation process.
- 7.1.5. The employee may appeal a negative evaluation in writing to the Director of Human Resources, within ten (10) days of the evaluation conference.
- 7.1.6. Evaluators shall purge all working files of items not contained in an employee's District Office personnel file when no longer designated as the employee's evaluator.

- 7.1.7. The annual evaluation process, including the conference with the employee to discuss the evaluation, shall be completed no later than May 15, (or its closest succeeding workday) of each year. The parties acknowledge that unforeseen events can occur which may prevent compliance with this deadline. Except in such cases, failure to meet the deadline will automatically result in a satisfactory rating on the evaluation form together with reference to the requirements of this section. The supervisor may elect to evaluate permanent unit members every other year for unit members who receive an overall performance on their annual evaluation of "Exceeds Standards."

7.2. Employee Personnel Files

- 7.2.1. An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:

7.2.1.1. were obtained prior to District employment,

7.2.1.2. were prepared by identifiable examination committee members, or

7.2.1.3. were obtained in connection with a promotional examination.

Any meeting to discuss the evaluation shall be limited to the employee, the immediate supervisor(s) and any confidential and/or managerial employees designated by the District.

- 7.2.2. An employee may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at a time other than when the employee is scheduled to render service. Such inspections shall take place in the District Office under the direction of an administrator.
- 7.2.3. No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. At any time, an employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times when the employee can be spared from duty, as determined by the Supervisor. The employee shall submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.

- 7.2.4. All material placed in an employee's personnel file shall be dated and signed by the contributor.
 - 7.2.5. All documents, communications and records relating to the processing of grievances shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 7.3. The Parties agree that a purpose of evaluations shall be to improve performance and provide feedback to the employees and supervisor. It is also the intent of the parties to provide feedback throughout the evaluation period as needed.

ARTICLE 8: HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

8.1. Definitions

For the purpose of this Article 8 the following definitions are made:

Work Day: 12:01 a.m. to 12:00 midnight

Work Week: Seven consecutive days

Duty Day: The hours of assigned duty within a work day.

Duty Week: The days of assigned duty within a work week.

Regular Five Day Duty Week:

Five consecutive duty days of eight hours each within an assigned work week.

Regular Part-time Duty Week:

Five or less duty days of eight or less hours each within an assigned work week such that the total duty week is less than forty hours.

8.2. Work Assignment

Each member of the bargaining unit shall be assigned to a specific work week, duty week, a regular minimum number of assigned hours per duty day and months per year prescribed by the District which shall be commensurate with the needs of the District. The District shall maintain a Monday through Friday work week for all existing unit members. The District may, upon mutual agreement between an existing unit member and the District, temporarily or permanently assign the member to a duty week that includes a Saturday and/or Sunday work day. The District may, upon notice before hiring or at least 30 days in advance after hiring, temporarily or permanently assign a new unit member to a duty week that includes a Saturday and/or Sunday work day. Specified positions whose assigned duty week includes a Saturday and/or Sunday shall be paid a weekend differential of two and one-half (2 1/2) percent for all time worked on a Saturday and/or Sunday. The Theater Technician position shall not receive a weekend differential as this position is classified as a position that is regularly assigned to weekend work.

8.2.1. In accordance with the provisions of Article 22 (LABOR MANAGEMENT COMMITTEE), an individual may bring to the Union or to their supervisor, an issue in writing of workload.

8.3. Days of Required Duty

Each member of the bargaining unit is required to be on duty each calendar day falling within the member's duty week during the member's assigned period of employment except the holidays and days of authorized absence, leave or vacation provided in this Agreement.

8.4. Overtime Calculation

8.4.1. Overtime is time worked in excess of eight (8) hours in any one work day or forty (40) hours in any one work week. Overtime must be authorized in advance by the employee's supervisor. If an employee's supervisor knowingly allows an employee to stay late to work, to come in early to work, to work through his/her lunch period, or take work home, the employee shall be eligible for overtime. Overtime shall be compensated as provided in Article 9.

8.4.2. Paid holidays and days of paid absence, leave and vacation are considered as days worked in the forty (40) hour duty week for the purpose of calculating overtime.

8.4.3. A member of the bargaining unit whose average work day is four (4) hours or more during the member's duty week shall be compensated for overtime for any work assigned on the sixth or seventh day following the duty week.

8.4.4. A member of the bargaining unit assigned overtime may, if mutually agreed to by both the member and his/her immediate supervisor, be provided compensatory time off at a rate equal to the compensation as if said member was paid the appropriate overtime. Should the member take compensatory time off, such compensatory time shall be taken off during that school year. A unit member may not accumulate more than 240 hours of compensatory time. Overtime in excess of 240 hours shall be paid for at the appropriate rate of pay. Compensatory time not taken by the end of the school year, shall be paid in the June 30 paycheck of that year.

8.4.5. For employees who have a work assignment of less than eight (8) hours per day, overtime worked as specified in Section 8.4.1 shall be compensated at the employee's regular rate of pay for all hours less than eight (8) hours per day.

8.4.6. The District shall offer overtime equitably among employees in each school or department. Overtime shall be offered on an ongoing rotating basis. The rotations shall be in order of class seniority. The employee currently at the top of the rotation shall have the right of refusal. If the employee refuses the overtime, the District shall offer it to the next available employee on the rotation. If all available employees on the rotation refuse the overtime the least senior available employee shall be required to work the overtime.

8.5. Increased Hours

A member of 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 work days or more, shall have his/her fringe benefits prorated for the entire period based on the increased assignment commencing on the 21st day. Such increased proration of fringe benefits shall be terminated upon completion of the increased assignment. This section is not applicable to part-time employees who take on an additional part-time assignment on a short-term or substitute basis.

8.5.1. Additional Work Hours

When the District decides to hire a substitute for an absent regular employee, it shall make reasonable efforts to offer such additional hours to regular part-time employees in the same classification as the absent employee, before hiring a non-employee substitute. A part-time employee hired in this substitute role shall be compensated at the District's substitute pay rate.

8.6. Lunch Period

8.6.1. All members of the bargaining unit shall be provided and are entitled to an uninterrupted lunch period if their assigned hours of work during the duty days as defined in Section 8.1 of this Agreement are five and one-half (5-1/2) hours or more.

8.6.2. Members of the bargaining unit will be assigned the lunch period at or about the midpoint of each duty day except that part-time members will be granted the lunch period at or about the fourth (4th) hour of the duty day, in either case at the discretion of the member's immediate supervisor. No compensation shall be granted for the lunch period.

8.6.3. The length of time for such lunch periods shall be no longer than one hour nor less than one-half hour. An employee required to work during his or her lunch period shall be provided additional break or lunch period equal to the time worked.

- 8.6.4. A member of the bargaining unit who has a regular assignment of less than five and one-half (5-1/2) hours per day who is required to work additional hours that make the work day five and one-half hours or more shall be told by the supervisor at the beginning of the work period, or as soon thereafter as possible, when s/he shall take his/her lunch period.
- 8.7. Rest Period
A fifteen (15) minute compensated rest period shall be provided to all members of the bargaining unit for each four (4) consecutive hour period of service. The rest period herein described shall be assigned by the immediate supervisor at or near the midpoint of each four (4) hour period of service.
- 8.8. Call-Back
A member of the bargaining unit called in to work on a day when the member is not scheduled to work, or called back to work after the completion of the member's regular assignment, shall receive a minimum of two (2) hours pay at his/her regular rate of pay, or overtime rate when eligible. The two (2) hour minimum shall not apply to the extension of the work day with no break in duty.
- 8.9. Shift Differential
- 8.9.1. A full-time member of the unit (i.e., one who works a regular five-day duty week as defined in section 8.1) whose assigned work shift commences between 2:00 p.m. and 4:00 a.m. shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours for which s/he shall be paid eight (8) hours at regular rate. A full-time unit member whose assigned work shift commences between 11:00 p.m. and 4:00 a.m. shall also be paid a shift differential of two and one-half (2 1/2) percent.
- 8.9.2. Assignment to shifts which qualify for the above differential, other than a temporary assignment of less than 20 working days, shall be made on the basis of seniority among those employees within the appropriate class who request such an assignment.
- 8.9.3. A unit member receiving such differential compensation shall not lose such compensation if s/he is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

8.10. Voluntary Assignment

No employee shall voluntarily render services which are the same as those for which the employee is being compensated. If a supervisor knowingly allows an employee to voluntarily render such services, the employee shall be eligible for compensation at the appropriate rate of pay.

8.11. In-Service Training

The District shall offer in-service training programs to meet the needs of the schools and the departments. The District shall determine the content of the in-service programs. However, in considering what programs to offer, the District shall obtain input from unit members at least annually. The District shall provide at least one (1) day of in-service training each school year.

8.12. Bus Operators

8.12.1. Split Shifts

Bus operators shall be compensated at least one (1) hour for each run or combinations of runs, and for breaks between runs of thirty (30) minutes or less. Such time shall be considered time worked.

8.12.2. Extra Trips Rotation – Including Summer School

Extra trips are defined as any trips conducted outside of the assigned year contract dates (183 days, which may correspond with the District, County or other 183 day assigned calendar), and/or any trips designated by the Transportation Supervisor or Director of Maintenance Operations and Transportation as outside of the scheduled and assigned workyear or workday. Extra trips do not include regular time or overtime hours assigned to a bus operator as part of his or her assigned route(s) for a particular day. Extra trips shall be assigned consistent with the rotation specified in Section 8.4.6. Regular summer school bus routes are assigned through the rotation process but remain assigned to the particular bus operator throughout the summer.

- 8.12.3. Extra Hours Excluded from Rotation
Additional work assigned to a bus operator by the Transportation Supervisor or Director of Maintenance Operations and Transportation as part of his or her assigned route(s) for a particular day shall not be subject to the overtime rotation process specified in Section 8.4.6. This exclusion applies whether or not the additional assigned hours are regular or overtime hours. Overtime work performed under this Section 8.12.3 shall not be considered in the overtime rotation under Section 8.4.6. Therefore a bus operator who works overtime as part of his or her assigned route(s) does not lose his or her place in the overtime rotation under 8.4.6.
- 8.12.4. Assigned Regular Hours
In accordance with Section 8.2 of the contract, each member of the bargaining unit shall be assigned to a specific work week, duty week, a regular minimum number of assigned hours per duty day and months per year prescribed by the District which shall be commensurate with the needs of the District. The needs of the District for Bus Operators includes the need to assign Bus Operator daily schedules in a flexible manner within the designated work week.
- 8.12.5. New or Vacated Routes
A bus operator who wants to be considered for a newly established or vacated route shall notify the Transportation Supervisor or Director of Maintenance Operations and Transportation that they would like to be considered for the route. The Transportation Supervisor or Director of Maintenance Operations and Transportation shall consider that request prior to making a decision on the assignment. The decision of the Transportation Supervisor or Director of Maintenance Operations and Transportation on the assignment shall be final.

ARTICLE 9: COMPENSATION, INCLUDING HEALTH AND WELFARE BENEFITS

9.1. Salary

Effective July 1, 2017, a one percent (1.0%) salary increase to base pay in addition, a one-time off-schedule payment equivalent to two percent (2.0%) of step and range base pay only (not including longevity, stipends, professional development or any other pay) shall be paid to employees who are employed on September 15, 2017. The one-time payment shall be prorated in accordance with the FTE.

9.1.1. All unit members may elect, by July 1 of each year, to have their salaries paid in either ten or twelve paychecks, provided that such selection shall be binding for each year.

9.1.2. Eligibility for Retroactive Salary Increases

In order to be entitled to receive retroactive salary increases, unit members must be employed by the District as of the date of final tentative agreement by both parties.

9.2. Advancement on Salary Schedule

A member of the bargaining unit shall be entitled to advance on the salary schedule as follows:

9.2.1. A step on the salary schedule shall be equivalent to a year of service.

9.2.2. An employee who is eligible to receive a step increase or service bonus will receive the step increase for service bonus in the first regular paycheck for work in that new fiscal year following July 1st of each year.

9.3. Temporary Assignment

Any regular member of the bargaining unit who is temporarily assigned to work in a position having a salary classification higher than that of the member's regular position for five (5) or more days within a fifteen (15) calendar day period shall receive additional compensation for this service at a rate at least, but not limited to, five percent (5%) greater than the rate the member receives in the member's regular position for the entire period. The member of the bargaining unit shall be informed of the increased rate of compensation prior to the assignment to a position having a higher classification and the member shall have the right to accept or reject the assignment as proposed.

9.4. Promotion to Higher Classification

Members of the bargaining unit promoted to higher classifications shall be placed on a step in the new classification which represents a salary schedule rate at least ten percent (10%) greater than the salary schedule rate represented by the salary schedule placement from which the member is being promoted.

9.5. Overtime Compensation

9.5.1. Prior approval by the member's immediate supervisor or other designated District manager is necessary for any overtime compensation.

9.5.2. Overtime shall be compensated at one and one-half (1-1/2) times the member's regular rate of pay.

9.5.3. When a member is directed to provide service on a holiday, s/he shall be entitled to compensation or compensatory time off, for the work performed, in addition to the regular pay for the holiday, at the rate of one and one-half the member's regular rate of pay. The holiday compensation appears in the regular paycheck and the additional one and one-half overtime rate compensation appears in a supplemental check, for a total of two and one-half times pay for the holiday worked.

9.6. Storm Day Compensation

9.6.1. No unit member shall lose any pay because schools are closed due to inclement weather, natural disaster or other emergency. A unit member who did not work on a "storm day" shall not be paid for the make-up day, if any. A unit member who worked on the "storm day" shall receive his/her regular compensation for any make-up day the unit member is required to work. A "storm day" is defined as a day where the Superintendent or designee has declared that the District office and all sites are closed due to inclement weather, natural disaster or other emergency. An individual site closure is not a storm day and employees required to work at a closed school site are paid their regular salary.

9.6.2. On normally assigned workdays, when schools are closed due to inclement weather, natural disaster or other emergency, unit members who do not receive notice of the closure and report to work shall receive two (2) hours reporting pay at their regular rate of pay.

9.6.3. Unit members who are required to remain on the work site on such days shall be compensated at two times their regular rate of pay for each hour worked after the closure takes effect. Article 8.8, Call-Back, shall apply only if a unit member has reported to work, has been sent home and is subsequently recalled.

9.7. Mileage Allowance

Members of the bargaining unit, who have a position and scope of duties requiring use of their personal automobiles and who have specifically been authorized in advance by the District management to use their automobiles, shall be reimbursed at the District rate. The member shall be required to file for such reimbursement on the district mileage claim form.

9.8. Expense Reimbursement

A member of the unit who has received the prior authorization of the District shall be reimbursed for the cost of meals, lodging and mileage incurred while in the performance of duties at the District approved rate.

9.8.1. Employees shall be entitled to receive an advance payment for expenses expected to exceed \$25.00, pursuant to district policies.

9.8.2. To be eligible for expense reimbursement, employees must comply with District policies concerning required prior approval and expense claim filing and verification.

9.9. Uniforms

The District may, upon the request of the department head and approval of the Superintendent or designee, require unit members to wear a distinctive uniform and/or items of identification. As determined by the District, the purchase, lease or rental of such uniforms, equipment, identification badges, emblems and cards required by the District, shall be borne by the District.

9.10. Physical Examination

Except for leave verification purposes, whenever the District requires a physical examination to be taken by a unit member, or when a member is required by law to submit to a physical examination for continuance in employment, the District, as it determines, will either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination.

9.11. Professional Growth Program

Any member of the unit who is employed three (3) hours or more per day, five (5) days a week, is eligible to receive an annual stipend of \$300.00 for each 10 units of professional growth, subject to the following requirements:

- 9.11.1. A minimum of ten (10) approved professional growth units must be earned. One professional growth unit is earned for each semester college unit or each ten (10) hours of approved activity.
- 9.11.2. Professional growth units may be earned for completion of the following activities on the employee's own time:
 - 9.11.2.1. Formal classes offered by a college, university, or adult education program of a public school district. A grade of "C" or better must be earned.
 - 9.11.2.2. District sponsored training programs.
 - 9.11.2.3. Formal training programs or workshops offered by other organizations.
 - 9.11.2.4. Individual research or reading self-study program.
- 9.11.3. Professional growth activities must be directly related to an employee's assignment with the District. Pursuant to District procedures, professional growth units may be earned by employees currently participating for activities approved by the Supervisor and the Superintendent or designee.
- 9.11.4. A minimum of one (1) year of District service in a regular classified position is required.

9.12. Health and Welfare Benefits

- 9.12.1. The District will provide for each full-time member of the bargaining unit, an annual health and welfare benefit allocation of \$10,020 effective October 1, 2017.
 - 9.12.1.1. If in the future any other employee group is provided with a health benefit allocation in excess of \$10,020, and this increase has been provided in addition to a compensation increase (as opposed to being purchased out of a total compensation increase), the health benefit allocation provided herein shall be increased to equal the higher allocation.

- 9.12.2. Health and welfare benefits shall be provided by the District to each part-time unit member employed at least one-half (1/2) time on a pro-rata basis in proportion to the part-time assignment as it bears to full-time. However, unit members who, as of January 1, 1979, were receiving the maximum District insurance benefit contributions shall be eligible to receive un-prorated benefit contributions during the life of the Agreement, regardless of any subsequent reduction of assigned hours.
- 9.12.3. For all bargaining unit members who are not entitled to receive benefits pursuant to 9.12.1 or 9.12.2, above, the district shall provide \$96.00 per month (\$980.00 per year maximum) effective July 1, 1991.
- 9.12.4. A member of the unit on an unpaid leave of absence may participate at the member's option and at his/her expense, in any of the above insurance coverage's during the period of the leave, subject to the approval of the insurance carrier.
- 9.12.5. With the understanding that a minimum level of coverage must be purchased as required by the JPA (i.e., employee-only medical, dental and vision), eligible members of the bargaining unit may apply their health and welfare benefit allocation toward the following:
 - 9.12.5.1. Medical and prescription drug insurance equivalent to the existing District medical plan for eligible employees.
 - 9.12.5.2. Dental insurance equivalent to the existing District dental insurance plan for eligible employees.
 - 9.12.5.3. Vision care equivalent to the existing District vision care plan for eligible employees.
 - 9.12.5.4. Dependent coverage.

9.12.6. Subject to plan coverage, the District shall provide long-term disability insurance for all regular employees who have passed probation and who work a minimum of thirty (30) hours per week. In the event that the plan provider changes the coverage, the District agrees to meet and negotiate with affected employees over the impacts and effects of the changes. Regarding the Classified employees, participation in the California State Disability Insurance (SDI) Program since July 1, 2007, the parties will be bound by the provisions referred to in the Side Letter Agreement between the San Lorenzo Valley Unified School District and SEIU Local 521, dated March 29, 2007. A copy of the Side Letter shall be posted on the backside of the cover page of the Memorandum of Understanding of July 1, 2008 through June 30, 2011.

9.12.7. The district will establish an IRS Section 125 system for purposes of child care benefits, elder care benefits, and health insurance deductibles for all bargaining unit members. The district will pay the costs related to establishing the system; however, the participating employees shall pay for all administrative and handling fees. The system shall become effective December 1, 1991.

9.13. Retire Early Program

For classified employees with at least fifteen (15) years of service with the District who retire between the ages of fifty-five (55) and sixty-five (65) years and have rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement shall be entitled to a District contribution of \$783 per month towards medical, dental and vision insurance for the employee only. The insurance plans shall be the same as or equivalent to the insurance plans available to regular full-time bargaining unit employees. The District contribution shall continue for seven (7) years or until the retiree reaches age 65, whichever comes first. Employees hired after July 1, 2015 who qualify for retiree medical benefits shall be entitled to retiree health benefits for up to five (5) years only.

Participation in the district insurance program after retirement can only be provided in continuous years, commencing immediately upon retirement. A "retired" employee shall be defined as one who has retired from District service and who is eligible for and is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System. Such health and welfare benefits shall be provided by the District to each part-time unit member employed at least one-half (1/2) time on a pro-rata basis in proportion to the part-time assignment as it bears to full-time.

9.14. Meal Provision for Food Service Employees

All Food Service employees shall receive one (1) meal per duty day.

9.15. Reclassification Committee

The District shall establish a Reclassification Committee consisting of District representatives. Up to three (3) representatives appointed by SEIU will be invited to participate on the Committee.

The duties of the Committee shall be to:

- a) Establish the criteria and standards by which reclassification requests will be assessed (the ultimate decision on these matters being the District's);
- b) Determine which reclassification requests meet the standards and criteria to proceed to full review by the Committee.
- c) Reclassification requests not forwarded by the Committee are denied.
- d) To review all reclassification requests approved at the screening as meeting the criteria and standards for review.
- e) To submit findings and recommendations to the Superintendent, who shall recommend approval or denial of reclassification requests to the Governing Board, whose decision shall be final.

The Superintendent shall submit his/her recommendations to the Governing Board at the next regularly scheduled meeting, but not sooner than two (2) weeks, following receipt of the Committee's findings and recommendations. The Governing Board will issue its decision at its next regularly scheduled meeting, but not sooner than two (2) weeks following receipt of the Superintendent's recommendations.

The Committee shall meet whenever a new job class is proposed by the District. In addition, the Committee shall meet in March of each even year to consider reclassification requests submitted by the employee or the employee's supervisor. Such requests shall be submitted by February 28, on a form which will be available no later than February 1 at each school and work site. The Committee shall make its recommendations to the Superintendent by April 30, each even year.

9.16. Tools

The District will provide a necessary basic tool kit for Maintenance and Grounds personnel. The District will continue the existing tool replacement practice. Individual special tools required for District-requested tasks will be provided by the District. Employees will not bring personal tools from home without advance permission from the District. District tools shall not be removed from District property at any time.

9.17. Protective Clothing

Protective clothing such as aprons, painter's pants, smocks and gloves and for unit members who perform yard supervision, sunscreen and umbrellas, will be provided by the district as needed.

9.18. Changes to Health and Welfare Benefits

The Union may choose the provider/carrier of health and welfare benefits for the unit, and the plan coverage's provided, after meeting and discussing these subjects with the District, subject to all of the following requirements:

9.18.1. Other exclusive representatives must also agree to all proposed changes.

9.18.2. Such changes shall result in no increase to the District's contribution to health and welfare premiums.

9.18.3. The Union and the District shall establish a joint committee to explore the feasibility of adding the health and welfare allocation to pay and changing the provider/carrier of health and welfare benefits for the unit. SLVTA shall be invited to participate on the committee. The parties may each appoint up to three (3) members to the committee. Unit members shall be granted reasonable release time to attend committee meetings. The committee shall make recommendations to the District. Meetings shall be scheduled by mutual agreement. Changes proposed by the Committee that are within the scope of bargaining shall be subject to negotiations.

9.19. Payroll Errors

9.19.1. Underpayment:

When it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee and the Union with a statement of the correction and correct payment to the employee.

9.19.2. Overpayment

9.19.2.1. When the District discovers an overpayment of wages or benefits to an employee, it shall:

- Provide the employee and union a written statement of the error and a recommended repayment plan via automated payroll deduction. The plan shall not have an unreasonable impact on the employee.
- Upon request, meet with the employee and/or union representative for purposes of verifying the overpayment and/or modification of the repayment plan.

9.19.2.2. If the parties cannot agree as to the payroll error and/or the repayment plan, the District may implement such plan. However, disputes over whether the payroll error is legitimate may be pursued through Article 13 (Grievance), beginning at Level II (13.3.2). A written grievance must be filed within ten (10) days following receipt by the employee of written notice from the District that it intends to implement the repayment plan.

9.19.2.3. 9.20 The parties also agree that the District shall comply with the Public Employee Pension Reform Act (PEPRA) for all bargaining unit employees.

ARTICLE 10: HOLIDAYS

10.1. A member of the bargaining unit is entitled to the following paid holidays provided that the member is in a paid status during any portion of the work day immediately preceding or succeeding the holiday:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Admission Day
- Monday or Friday of the week of Spring School Recess as designated by the annual school calendar
- (1) Floating Holiday (for permanent employees)

The floating holiday for any permanent employees working ten (10) hours per day, four (4) days per week, shall be one-half (1/2) day.

10.2. When a holiday listed above falls on a Sunday, the following Monday shall be the holiday, except when Christmas Eve falls on a Sunday, the preceding Friday shall be the holiday. When a holiday listed above falls on a Saturday, the preceding Friday shall be the holiday.

10.3. Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

10.4. When a unit member is directed by the immediate supervisor to work on any of the above holidays, s/he will be paid compensation or given compensatory time off for such work at the total rate of two and one-half (2.5) times the unit member's regular rate of pay. Compensatory time accumulated under this section shall be included in the 240 hour limitation in Section 8.4.4.

- 10.5. Each unit member who has completed the probationary period and who is employed as of January 1 of a school year is entitled to one (1) floating holiday, subject to the following provisions:
- 10.5.1. Employees must submit a request for such holiday to the immediate supervisor at least three (3) work days in advance of the requested day.
 - 10.5.2. Approval of the request is contingent upon the employee being able to be spared, as determined by the supervisor.
 - 10.5.3. Such holiday is not accruable from year to year. Therefore, if an employee does not take the holiday during the school year, s/he shall lose that floating holiday. However an employee who has properly requested to use their floating holiday and has been denied shall be paid for that floating holiday. The employee must notify the District by June 30th if this has occurred. An employee who provides timely notice shall be entitled to be compensated for that floating holiday at his/her regular daily rate of pay in the pay period following June 30th.

ARTICLE 11: VACATION

11.1. Vacation Accrual

Vacation time for members of the bargaining unit shall accrue as follows:

<u>Years of District Service</u>	<u>Work Hours of Vacation</u>
One Year	Eighty (80)
Two	Eighty (80)
Three	Eighty-Eight (88)
Four	Ninety-Six (96)
Five	One Hundred and Four (104)
Six	One Hundred and Twelve (112)
Seven	One Hundred and Twenty (120)
Eight	One Hundred and Twenty-Eight (128)
None	One Hundred and Thirty-Six (136)
Ten	One Hundred and Forty-Four (144)
Eleven	One Hundred and Fifty-Two (152)
Twelve	One Hundred and Sixty (160)

11.2. Vacation Accumulation

Vacation time may not be accumulated but must be used no later than June 30 of the year following the year in which it is accrued, except that if the member is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. Any other exception must be approved by and shall be at the sole discretion of the Superintendent.

11.3. Vacation Scheduling

The District may establish certain periods within the school year when vacation days may not be taken. Such periods may vary for individual members of the bargaining unit or groups of members in the best interest of and at the sole discretion of the District. Members of the bargaining unit critical to the operation of school will not normally be allowed to utilize vacation days except during periods when school is not in session. There may be exceptions to the above scheduling provisions with the mutual agreement of both the member and the immediate supervisor. Members of the bargaining unit employed less than twelve months utilize vacation days between the beginning and ending dates of their period of employment. When conflict in scheduling vacation days occurs because too many members are requesting to be absent at the same time, seniority will be used as a basis for approving vacations of those members that can be spared during that time period. Probationary members of the bargaining unit must have completed at least six (6) months of service before vacation leave may be taken.

11.4. Vacation Pay

Pay for vacation days for members of the bargaining unit shall be the same as that which the member would have received had the member been in a working status.

11.4.1. Method of Disbursement

For workers who work less than a twelve month work year, payment of vacation shall be made on each paycheck.

11.5. Interruption of Vacation

A member of the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, jury duty, or illness or injury leave as provided by this Agreement without a return to active service, provided the employee supplied appropriate notice and supporting information regarding the basis for such interruption or termination.

Interruption or termination to begin illness or injury leave will only be permitted if the member supplies a written verification of the nature and severity of the illness or injury by an attending physician.

11.6. Vacation Pay Upon Termination

When a member of the bargaining unit resigns or otherwise leaves the employ of the District, the member shall be entitled to lump sum compensation for all earned and unused vacation, except that members who have not completed three (3) months of employment in regular service (for a total of one (1) year of employment, nine (9) months of probation and three (3) months of regular service) shall not be entitled to such compensation.

11.7. Proration of Vacation Leave

Vacation leave shall be prorated for unit members employed less than full-time for twelve months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time twelve-month employee.

11.8. Holidays Within a Vacation

A holiday falling within a vacation period shall not constitute a vacation day.

ARTICLE 12: LEAVE POLICIES

12.1. General Provisions

- 12.1.1. All leaves from regularly assigned duties shall be approved by the Governing Board, Superintendent or other management personnel designated by the Superintendent. All leaves shall be approved in advance, unless otherwise specified in this contract. Immediately upon return to work following a leave, the unit member shall complete the District Time Sheet. Absences taken without approval shall be considered as absences without leave. Unit members taking absences without leave shall be subject to written reprimand and loss of pay. Repeated abuses of absence without leave shall subject the unit member to loss of pay, reprimand and/or dismissal.
- 12.1.2. Unit members who have been absent on leave, and for whom no substitute has been provided, shall be informed by their supervisor of the priorities for work to be accomplished upon their return. Upon request of the employee, the employee and the supervisor shall meet to discuss the priorities of work to be performed.
- 12.1.3. Benefits which are expressly provided by this Section are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly into this Agreement, nor are such other benefits subject to the Grievance Procedure.

12.2. Paid Sick Leave

- 12.2.1. Every unit member shall earn each fiscal year paid sick leave in accordance with the following provisions:
 - 12.2.1.1. Full-time unit members working twelve (12) months, forty (40) hours per week shall accrue ninety-six (96) hours of sick leave per year.
 - 12.2.1.2. Full-time unit members working forty (40) hours per week for less than a twelve (12) month year shall accrue that proportion of ninety-six (96) hours of sick leave as the number of months the unit member is employed bears to twelve (12).

- 12.2.1.3. Unit members working less than forty (40) hours per week shall accrue that proportion of ninety-six (96) hours of sick leave as the number of days per week the unit member is employed bears to ninety-six (96).
- 12.2.1.4. Unit members working less than twelve (12) months and less than forty (40) hours per week shall accrue sick leave as determined by using a combination of these sections.
- 12.2.1.5. At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of hours of paid sick leave which the unit member would normally earn in the ensuing fiscal year. The unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. Unused sick leave may be accumulated without limit.
- 12.2.2. Sick leave may be taken at any time, provided that new employees with probationary status may use only nine (9) days of paid sick leave during their initial probationary periods.
- 12.2.3. Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.
- 12.2.4. In order to receive compensation while absent on sick leave, the unit member shall, on the first day absent, notify the appropriate management employee of the absence prior to the beginning of the unit member's shift or at a time established by the management person, unless conditions make notification impossible. The unit member has the responsibility to demonstrate that notification was impossible.
- 12.2.5. As soon as possible prior to his/her expected return to work, the unit member shall notify the appropriate management employee in order that any substitute employee may be terminated. If the unit member fails to notify the management employee and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day. Each such loss of pay may be evaluated on a case-by-case basis by the Director of Human Resources.

12.2.6. A unit member absent for three (3) working days or more may be required to present a doctor's statement stating the nature of the illness and the date the unit member is able to return to work.

12.2.7. Sick Leave Pool

On a case-by-case basis and with mutual agreement between the union and the District, any bargaining unit member may donate hours of accumulated and unused sick leave to another bargaining unit member when that bargaining unit member or a member of his/her immediate family (as defined in section 12.7.2) suffers from a catastrophic illness or injury, and that bargaining unit member has exhausted all fully paid leaves. Employees making such contributions may do so only in an amount which will not reduce their own total accrued and unused sick leave balance to less than eighty (80) hours. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at his/her regular rate of pay. Donated sick leave not utilized by the recipient prior to return to service shall remain in the pool. Such administrative regulations as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the District and the Union and shall be provided by the District.

12.2.7.1. For purposes of this section, "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Short term illnesses or injuries that are not expected to incapacitate a bargaining unit member for an extended period of time do not qualify for catastrophic leave.

- 12.2.7.2. Participation: In accordance with District procedures and subject to the continued agreement of the other employee groups, and/or their exclusive representative, District employees outside of the bargaining unit (i.e., certificated, management, confidential, supervisory, and administrative) may choose to donate sick leave to members of the unit. Conversely, members of the unit may donate sick leave to other District employees. Subject to the continued agreement of the other employee groups and/or their exclusive representative. As stated in section 12.2.7, donated sick leave not utilized shall remain in the pool. (Forms are available from Human Resources, in Appendix B of this contract, or the Union President.)
- 12.2.7.3. The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed 20 workdays per application. An employee can apply to renew once for a maximum total of 40 days per catastrophic incident.

12.3. Additional Sick Leave

- 12.3.1. After exhaustion of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.
- 12.3.2. Beginning with the first day of absence due to illness or injury and extending through a period of five (5) calendar months, a unit member who continues on illness leave after using all of his/her entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount not to exceed the sum which is actually paid the substitute employee.
- 12.3.3. After exhaustion of all paid leave, a unit member on permanent status may be placed on additional leave without pay upon request and with the approval of the Governing Board. The additional leave may be extended for any period not to exceed six (6) months and may be renewed for two additional six-month periods.

12.4. Termination of Sick Leave

- 12.4.1. A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided s/he is able to resume the assigned duties. If the leave has been for more than twenty (20) working days, s/he shall notify the District of his/her return at least three (3) working days in advance. Competent medical authority shall certify, in writing, that the unit member's health is sufficiently improved to permit him/her to perform regular duties. The District may, at its own expense, require additional medical certification of the unit member's health.
- 12.4.2. If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the unit member is still unable to assume the duties of the position, s/he will be placed on a re-employment list for a period of thirty-nine (39) months in the same manner as if the unit member were laid off for lack of work or lack of funds.

12.5. Transfer of Sick Leave

A unit member who has been a classified employee of another school district or county schools office in California for one calendar year or more and who has terminated employment in that district or office for reason other than action initiated by the employer for cause and who has accepted employment in the San Lorenzo Valley Unified School District within one year of such termination shall be credited with the total amount of earned but unused leave of absence for illness or injury credited in the previous district or office at the time of termination.

12.6. Industrial Accident and Illness Leave

- 12.6.1. All members of the bargaining unit who have served continuously with the San Lorenzo Valley Unified School District for a period of one (1) year shall be entitled to the following leave on account of illness or accident which has qualified for Workers' Compensation benefits:
 - 12.6.1.1. Allowable leave shall be sixty-five (65) working days (fifty-two (52) working days for members on a regular four day duty week as defined in Section 8.1) in any one fiscal year for the same accident.
 - 12.6.1.2. Allowable leave shall not be accumulated from year to year.
 - 12.6.1.3. Industrial accident or illness leave shall commence on the first day of absence.

- 12.6.1.4. Payment for wages lost on any day shall not, when added to an award granted the member under the Workers' Compensation laws of this State, exceed the normal wages for the day.
 - 12.6.1.5. Industrial accident leave shall be reduced by the number of hours of authorized absence regardless of a compensation award made under Workers' Compensation. This means each day of industrial accident/illness leave taken shall be counted (reduced) by a full day as determined by an individual worker's number of regular daily hours. Industrial accident/illness leave is separate from sick leave (Section 12.2. or 12.3), vacation and compensatory time off.
 - 12.6.1.6. When an industrial accident or illness occurs at a time when the full five hundred and twenty (520) hours will overlap into the next fiscal year the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- 12.6.2. The industrial accident or illness leave of absence is to be used in lieu of the sick leave provided in Section 12.2.1 of this Article 12. When industrial accident or illness leave has been exhausted, other sick leave, if any, may be used. Upon termination of the industrial accident or illness leave, the member shall be first entitled to compensatory time off, if any, the leave provided for in paid sick leave, if any, and, for the purpose of the paid sick leave provisions, the member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. The member may also be entitled to the leave provided for in Section 12.3 of this Article 12; however, for the purpose of Section 12.3, the member's absence shall be deemed to have commenced on the first day of absence. Compensatory time off and paid sick leave taken under this provision shall not be counted (reduced) by more than the amount of time needed to make up the difference between the member's normal wages and a compensation award made under Workers' Compensation.

- 12.6.3. During all paid leaves of absence, whether industrial accident leave as provided in this Section or sick leave, vacation, compensated time off or other available leave provided by law or by the provisions of this Agreement or by other action of the Governing Board subject to the direction of the Santa Cruz County Office of Education's payroll department, the member shall either:
- 12.6.3.1. Endorse to the District wage loss benefit checks received under the Workers' Compensation laws of the State. The District in turn shall issue the member appropriate warrants for payment of wages or salary, deducting normal retirement and other authorized contributions: or,
 - 12.6.3.2. The District shall deduct the temporary disability indemnity, if any, actually paid to and retained by the member for the period covered by such salary warrants.
- 12.6.4. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position s/he shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, s/he shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he or she shall be listed in accordance with appropriate seniority regulations.
- 12.6.5. An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment in the same classification may be dismissed.
- 12.6.6. The District reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit. Before salary payments shall be made to a member absent because of industrial accident or illness, a report of such accident or illness in the form prescribed by the District must be on file in the Human Resources Office, and the injury or illness must have qualified for Workers' Compensation benefits.

12.6.7. The District has the right to designate physicians and emergency clinics who will be responsible for determining the length of time during which the member will be temporarily unable to perform assigned duties, for determining the degree to which a disability is attributable to the industrial injury or illness involved, and for providing the treatment as required; however, after thirty (30) days from the first date of injury or illness the member may utilize the services of his/her own physician upon notification to the District. However, if a member of the bargaining unit has notified the District in writing on the pre-designated physician form, prior to the date of injury, that s/he has a personal physician, the member shall have the right to be treated by such physician from the date of injury.

12.7. Bereavement Leave

12.7.1. An employee shall be entitled to a maximum of four (4) days leave of absence without loss of salary for the death of any member of his/her immediate family. If over 300 miles of total travel is required, an employee shall be entitled to a maximum of two (2) days additional paid bereavement leave.

12.7.2. "Member of the immediate family" is defined as the spouse, parent, foster parent, step parent, brother, sister, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, grandparent-in-law, any relative of the employee living in his/her immediate household, or a long-term resident of the household of the unit member.

12.8. Jury Duty

An employee is entitled to a leave to appear for jury duty, during which time, the employee shall receive his or her regular pay. Any amount received for jury fees, exclusive of allowed mileage, parking, or meal expense reimbursement, shall be paid over to the District. Any working day during which a unit member, whose regular shift commences at 4:00 p.m., or after, serves as a juror, s/he shall be relieved from work with pay.

12.9. Military Leave

Employees covered by this agreement are entitled to appropriate military leave of absence provided by applicable law.

12.10. Personal Necessity Leave

- 12.10.1. Any employee may elect to use up to ten (10) days (8 days for members on a four day duty week as defined in Section 8.1) for purposes of personal necessity, including: (a) death or illness of a member of his/her immediate family, when additional leave is required beyond that provided under Bereavement Leave. "Member of the immediate family" shall be defined as in Section 12.7.2; (b) Accident involving his person or property or the person or property of his immediate family; (c) appearance in court as a litigant, or as a witness under official order; (d) medical appointments and other unexpected situations necessitating the presence of the employee.
- 12.10.2. Unit members shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of his immediate family. A unit member must secure advance permission for all items not covered above, and shall normally notify the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.
- 12.10.3. Unit members shall complete District required documentation which shall verify that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.

12.11. Personal Business Leave

- 12.11.1. An employee who has successfully passed their probationary period shall be entitled to a maximum of two (2) days per school year for Personal Business Leave without loss of pay; provided, however, that employees working ten (10) hours per day, four (4) days per week, shall be entitled to a maximum of one (1) day per school year for Personal Business Leave. Such leave shall not be deducted from accrued sick leave, and shall not be accumulated from year to year.

- 12.11.2. Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Agreement.
- 12.11.3. A unit member must secure advance permission for all Personal Business Leave as defined above, and shall normally notify the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.
- 12.11.4. Unit members shall complete the required District documentation, which shall verify that the unit member's use of leave was for personal business of urgent and compelling importance as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages or for matters of purely personal convenience.

12.12. Pregnancy Disability and Child-Rearing Leave

12.12.1. Pregnancy Disability Leave

- a) An employee who must be absent from work due to a disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there-from, may utilize accumulated sick leave, or be paid a differential salary as provided in the sick leave provision of this Agreement.
- b) The length of the pregnancy disability leave, including the date on which the leave shall commence and the date for which the employee shall resume duties, shall be determined by the employee and the employee's physician. A written statement from the physician verifying the length of the temporary disability shall be submitted to the District Human Resources Office at least thirty (30) calendar days prior to the date for which the pregnancy disability leave is sought. The District may request verification of disability through an evaluation by a District-appointed physician at District expense.

- c) Leaves of absence for purposes related to pregnancy, which are in addition to sick leave granted for the temporary disability, may be granted in accordance with the Child Rearing Leaving provision of this section and the Family and Medical Leave section of this Agreement and pursuant to the California Family Rights Act (CFRA), the federal Family and Medical Leave Act of 1993 (FMLA), and/or the California Pregnancy Disability Act (PDL).

12.12.2. Return to Duty

Prior to return to duty from a Pregnancy Disability Leave, the employee must provide a statement from her physician that she is physically able to resume her regular duties, either with or without reasonable accommodations. The District may request verification of the employee's physician's opinions through an evaluation by a District-appointed physician at District expense.

12.12.3. Parental Leave

An employee who is eligible for leave under the CFRA may take an unpaid leave for up to 12 work weeks in a 12 month period for the birth of a child for the purposes of bonding, or for the placement of a child in the employee's family for adoption or foster care. The District will also provide Parental Leave in accordance with Education Code section 45196.1. In the event that there is any conflict or difference in benefits between the language in this section 12.12.3 and the law, the law shall govern. For non-eligible employees, the Board may grant an unpaid leave of absence to a unit member for the purpose of caring for his/her newborn or adopted child.

12.13. Family and Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations, which are not specifically set forth below are set forth in the regulations implementing the FMLA, and/or the regulations implementing the CFRA. Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any employee because he/she exercises the right to FMLA or CFRA leave or because he/she gives information or testimony related to his/her or another person's use of FMLA/CFRA leave in an inquiry related to such leave rights.

12.13.1. Terms of Leave

- (a) Family care and medical leave shall not exceed twelve (12) workweeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
- (b) During the period of family care and medical leave, the District shall require an employee to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee's own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement or as otherwise required by law.

12.13.2. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable, e.g., based on planned medical treatment, the employee may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The employee must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

12.13.3. Maintenance of Benefits

- (a) Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the employee shall continue to be entitled to participate in the District's medical, vision and dental plans.

- (b) If an employee fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
- (c) The employee shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the District may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

12.14. Personal

- 12.14.1. Paid or unpaid leave may be approved at the discretion of the District for reasons not specified under other provisions of this agreement. Leave up to ten (10) working days may be approved by the Superintendent. Requests for leaves of greater than ten (10) working days may be approved by the Governing Board. To be eligible for leaves of greater than ten (10) working days, the employee must have a minimum of three (3) years of District service, unless this requirement is waived by the District. Examples of reasons for leaves which may be granted include, but are not limited to health and study or retraining to improve job performance.
- 12.14.2. Advance approval is required. Requests are to be made on the appropriate District form and submitted to the Human Resources Office.
- 12.14.3. Leave taken without prior approval shall be considered unauthorized leave.

12.15. Leave Balances

The District shall provide every employee on every paycheck the employee's vacation and sick leave balances. The District shall provide to every employee on November 1, February 1, and May 1 of every year a report of the employee's compensatory time balance. An accurate record of every employee's compensatory time balance shall be maintained at the District Office.

ARTICLE 13: PROCEDURE FOR PROCESSING GRIEVANCES

13.1. Definitions

- 13.1.1. A "grievance" is a formal written allegation by a grievant that s/he/they has/have been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or policies of the District as set forth in Board policies or administrative regulations and procedures must be undertaken through separate legal processes. Matters not subject to this procedure may be processed through the Classified complaint procedure defined in Board Policy.
- 13.1.2. A "grievant" is a member or group of members of the bargaining unit or the Union on behalf of a member or group of members.
- 13.1.3. A "day" is any day on which the central administrative office of the District is open for business.
- 13.1.4. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

13.2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

13.3. Formal Level

- 13.3.1. Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the above grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within the specified time limits, the grievant or the immediate supervisor may request a personal conference. The immediate supervisor shall communicate his/her decision to employees in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

13.3.2. Level II

In the event the grievant is not satisfied with the decision at Level I, s/he must appeal the decision on the appropriate form to the Director of Human Resources within ten (10) days. This statement should include a copy of the original grievance, the decision rendered and a clear concise statement of the reasons for the appeal. The Director of Human Resources shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Director of Human Resources may request a personal conference within the above time limits. If the Director of Human Resources does not respond within the time limits, the grievant may appeal to the next level.

13.3.3. Level III (Binding Arbitration)

13.3.3.1. Within twenty (20) days of the Union's receipt of the decision at Level II, the Union shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the State Conciliation Service supply a panel of seven names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

13.3.3.2. Either the District or the Union may request that the arbitrator selected to hear the grievance rule on any issue raised regarding the arbitrability of the grievance. A party does not waive the right to raise the arbitrability as an issue within the arbitrator's jurisdiction by permitting the hearing to proceed on the merits. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

13.3.3.3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

- 13.3.3.4. The District and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Union to do an act prohibited by law.
- 13.3.3.5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and award.
- 13.3.3.6. The award of the arbitrator shall be final and binding.
- 13.3.3.7. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
- 13.3.3.8. By filing a grievance and processing it beyond Level II, to the extent permitted by law, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level II shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend, by the provisions of this paragraph, to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

13.4. General

- 13.4.1. A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified.
- 13.4.2. Time limits specified herein may be modified by written agreement of the parties involved.
- 13.4.3. An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

ARTICLE 14: TRANSFER AND PROMOTION

14.1. Definitions:

14.1.1. Transfer:

A transfer is a change in work location within the same classification (job title), or to another classification (job title), with the same or lower salary range designation or to another established shift.

14.1.2. Promotion:

A promotion is a move to higher classification (i.e., a higher salary range designation), which is attained through the application and competition process set forth in Article 14.2.

14.2. Posting and Filling Positions:

The following process will be utilized if the District decides to fill a vacancy:

- 14.2.1. Vacancies due to the establishment of a new position, or the vacating of an existing position occurring in the classified positions will be posted at each District job site. Such jobs shall be posted at all work locations for at least five (5) working days prior to any action being taken to consider any application for the position.

The notice of position openings will include the job title and position; description of duties; minimum qualifications required for the position; the assigned job site; hours, weeks and months per year; salary range; and deadline to apply.

- 14.2.2. Within ten (10) working days following the closing of the posting period:

- 1) Screen applicants for evaluations and qualifications.
- 2) Conduct or arrange interviews and administer appropriate tests and other screening procedures.
- 3) Notify all applications selected for interviews.

- 14.2.3. The District will make every attempt to fill vacant positions within fifteen (15) working days after the close of posting, whenever possible.

14.3. Transfers

- 14.3.1. Employees may request a voluntary transfer at any time by filing a written Request for Transfer Form with the Director of Human Resources. Such requests shall be retained for two (2) years from date of receipt. As vacancies occur, any employee who wishes to be considered for such positions shall complete required application forms and procedures by the stated deadline for application. Any employee on leave shall have the right to have his/her steward or field representative file in his/her behalf.
- 14.3.2. Employees whose most recent evaluation (dated no more than one year prior to the initial posting of a position) has a summary/overall rating of "Requires Improvement" or "Unsatisfactory" shall be ineligible to apply for a transfer into such position.
- 14.3.3. The Superintendent/designee will have the discretion to make the final selection of who will fill the vacancy based on qualifications and the best needs of the District.
 - 14.3.3.1. In making the above determination, the Superintendent shall consider factors such as the experience, work record and seniority of applicants.
 - 14.3.3.2. In the event the Superintendent determines in his/her discretion that two (2) or more applicants are equally qualified and will equally meet the best needs of the District, seniority shall serve as the tiebreaker in the award of a transfer.
- 14.3.4. The provisions of this section shall also apply to employees applying for transfer to lower classifications.
- 14.3.5. Members of the Unit will not be eligible for transfer until they have satisfactorily completed the initial probationary period of employment with the District.
- 14.3.6. Employees exercising transfer rights pursuant to Section c) above shall be precluded from transferring to a vacant position for twelve (12) months from the effective date of their last transfer under c) above.

14.3.7. Joint Transfer Requests - Two (2) or more employees may submit a joint transfer request to the District by indication on the Transfer Request Forms. Once a joint request is made, the following steps shall apply:

14.3.7.1. All employees in the same classification as the one in the joint request shall be notified of their request within five (5) working days of the notice.

14.3.7.2. Once all requests are received, the District shall follow the transfer process in this Article, as if a vacancy existed in the subject classification.

14.3.7.3. Upon completion of the process, the Superintendent will, pursuant to the criteria listed above, make recommended placements of applicants. Thereafter, affected employees can accept or reject recommended placements. If two (2) or more recommended placements correspond with each other (in an "exchange of positions") and are accepted by affected employee(s), the transfer(s) shall be implemented.

14.4. Promotion

14.4.1. Definition: An employee may apply for promotion to another vacant position above his/her current classification. Such positions are those which are on higher classifications of the salary schedule.

14.4.2. Employees whose most recent evaluation (dated no more than one year prior to the initial posting of a position) has a summary/overall rating of "Meets" or "Exceeds" standards shall be eligible to apply for a promotion

14.4.3. Applications:
The District will fill promotional positions with the most qualified applicant available.

All applicants shall meet all application requirements set forth by the District. In the event the Superintendent/designee determines in his/her discretion that two (2) or more applicants are equally qualified and will equally meet the best needs of the District, seniority shall serve as the tiebreaker in the award of a promotion.

14.4.4. Probationary Period:
Any employee selected for promotion shall serve a probationary period of nine (9) months. Employees who fail to satisfactorily complete this period shall be returned to their former classification (or an equivalent classification, based on range placement), without loss of seniority.

14.4.5. Salary Placement
Employees promoted to higher salary classifications shall be placed on the salary step which guarantees at least ten percent (10%) above the salary step being received on the lower classification.

14.4.6. Members of the unit will not be eligible for promotion until they have satisfactorily completed the initial probationary period of employment with the District.

14.5. Probationary Period of Employment
All new classified employees shall be appointed to a probationary period not to exceed nine (9) months. After this time, the employee shall be a permanent classified employee. An employee who is eligible to receive a step increase or service bonus will receive the step increase or service bonus in the first regular paycheck for work in that new fiscal year following July 1st of each year.

14.6. Administrative Transfer
An administrative transfer is a change in work location within the same classification (job title) or to another classification (job title) with the same salary range designation, or to another established shift. Such transfer shall not reduce the employee duty day under section 8.1 or entitlement to health and welfare benefits under section 9.12.

14.6.1. Such transfer shall be initiated by the District and shall be based exclusively on the legitimate, educational or operational related needs of the District, including the welfare of persons, property or programs and/or the welfare of the employee involved.

14.6.2. In the event that compelling circumstances require that an employee be transferred on an administrative basis, the employee and the Union shall be informed of the reasons(s) in writing prior to such action and afforded an opportunity to meet with the District regarding the proposed transfer.

14.6.3. Appeal Process:

Non-procedural concerns, (i.e., those related to the reasons underlying the superintendent's/designee's decision), including any claim that the transfer was made for arbitrary or capricious reason shall be addressed in writing to the Director of Human Resources for appeal to the Superintendent, whose decision shall be final. Any appeal shall include a conference.

14.6.3.1. A written appeal must be filed with the Director of Human Resources within ten (10) working days of receipt of the written Notice of Administrative Transfer.

14.6.3.2. The Superintendent (or designee in his/her absence) shall hold an appeal conference within ten (10) working days of receipt of the appeal.

14.6.3.3. The Superintendent will issue a written decision on the appeal within ten (10) working days following the conference. The decision of the Superintendent is final.

14.6.3.4. Utilization of this appeal process shall not forestall or delay in implementation of the initial administrative transfer decision.

14.7. Grievability

Alleged procedural violations of this Article (i.e., not related to the reasons underlying the Superintendent/designee's decision), shall be subject to challenge through Article 13.

ARTICLE 15: CLASSIFIED DISCIPLINE POLICY

15.1. Definitions:

The following rules and regulations governing disciplinary procedures for classified employees are established for the San Lorenzo Valley Unified School District.

15.1.1. Definition of Probationary Period and Permanent Status

All employees in positions not requiring certification qualifications shall be classified employees.

The probationary period of all members of the classified service shall be nine (9) months of actual service which shall be deemed to include days of loss of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 45191 of the Education Code.

During the probationary period any employee in the classified service shall be subject to disciplinary action, including termination, and shall not have a right to a hearing with respect thereto.

Upon completion of the probationary period by any member of the classified service, such person is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these Rules and Regulations.

15.2. Causes for Suspension, Termination or Demotion

15.2.1. A permanent classified employee shall be subject to disciplinary action, including without limitation, suspension, termination or demotion, for any of the following causes:

- a) Incompetency or inefficiency.
- b) Absence and/or repeated tardiness without authority or sufficient reason.
- c) Insobriety or unauthorized use of narcotics or habit forming drugs during duty hours.
- d) Insubordination or insolence or disrespect toward superiors.
- e) Dishonesty.
- f) Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- g) Immoral conduct.
- h) Evident unfitness for service.
- i) Physical or mental condition unfitting him/her for service.

- j) Violation of, or refusal to obey the school laws of the State, or Rules and Regulations of the District.
- k) Discourteous treatment of the public, pupils, or other employees.
- l) Conduct in violation of Section 1028 of the Government Code, which provides:
"It shall be sufficient cause of the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his membership he knows advocates overthrow of the Government of the United States or of any state by force or violence."
- m) Any conduct inimical to the welfare of the schools or the pupils.
- n) For employees who drive a vehicle in the regular course of their employment:
 - 1) Failure to maintain a good personal or business driving record;
 - 2) Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- o) Neglect of duty.
- p) Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- q) Willful damage to public property or waste of public supplies or equipment.
- r) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law of the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

15.3. Suspension – General

- 15.3.1. Authority to suspend employees in the classified service is vested in the Superintendent.
- 15.3.2. Suspension may be immediate and may continue for such length of time as may be necessary for the Governing Board to take action in the matter. The suspension shall be accompanied by written notification to the employee and shall be in accordance with applicable Board policies and law.

- 15.3.3. The Superintendent shall suspend only where the employee's continued presence at the work site could have detrimental consequences.
- 15.3.4. The Governing Board shall be notified of any suspension at the next meeting immediately following the suspension.
- 15.3.5. If the suspension is sustained, the Governing Board may order the dismissal of the employee or may reinstate him/her without pay for the period of suspension, such loss of pay being considered disciplinary and resulting from failure to perform duties during the period.
- 15.3.6. If the suspension is not sustained, the employee shall be reinstated without loss of pay and without prejudice.
- 15.3.7. Terminal leave rights of any suspended employee may be considered taken in whole or in part during the period of suspension at the discretion of the Governing Board.

15.4. Hearings

15.4.1. Preliminary Written Notice

A permanent classified employee shall receive a preliminary written notice of any proposed suspension, termination or demotion. A copy shall be sent to the Union. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

The classified employee shall have the right to respond either orally or in writing, with or without a representative, within a specified reasonable time to the Superintendent/designee. The Superintendent/designee shall consider the employee's response and recommend within five (5) days that the proposed disciplinary action either be taken or not taken.

15.4.2. Notice of Intention to Suspend or Dismiss

Any permanent classified employee against whom suspension, termination or demotion action is initiated by the District shall be given written notice by the Superintendent/designee of the specific charges against him. A copy shall be sent to the Union. The notice shall contain a statement of his rights to a hearing on such charges.

The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or his authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

15.4.3. Suspension of Ten (10) Days or Less

With respect to suspensions of ten (10) days or less, the Superintendent/designee, shall conduct the hearing. The hearing shall not be conducted by the same person who considered the employee's response under Article 15.4.2 above. The hearing shall be informal.

15.4.4. Suspension of More Than Ten (10) Days, Dismissals and Demotions

In cases of suspensions of more than ten (10) days, dismissals and demotions, the Union may request, at the time of requesting a hearing, that a hearing officer be appointed in accordance with 15.4.4.1 below. In the event the Union does not request the appointment of a hearing officer, the procedure set forth in 15.4.4.2 below shall apply.

15.4.4.1. Selection of Hearing Officer:

Upon receipt of an appeal, the Superintendent or designee shall, within ten (10) days, supervise the appointment of a Hearing Officer.

The California State Conciliation Service will be requested to supply a list of five (5) persons experienced in hearing disciplinary matters in public schools who will serve as the Hearing Officer. From the list, each party shall proceed by striking one (1) name from the list, and shall then so continue alternately until one name remains. The remaining panel member shall then serve as the Hearing Officer. The first strike shall be determined by the flip of a coin.

15.4.4.2. Hearing Board:

The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one (1) or more named members of the Governing Board or a Hearing Board or officer appointed by the Governing Board, and shall make such appointments as may be necessary. The term "Hearing Board" shall mean any board, board member, or other person named or appointed under this Rule to hear any hearing.

15.4.4.3. Notice of Hearing:

The Governing Board, the Board, or the Hearing Officer shall set the matter for hearing and shall give the employee at least five (5) business days' notice in writing of the date and place of such hearing.

15.4.4.4. Rights of Employee:

The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Board, and shall be entitled to:

- a) Be represented by counsel or any other person at such hearing;
- b) Testify under oath;
- c) Compel the attendance of other employees of the District to testify in his behalf;

- d) Cross-examine all witnesses appearing against him and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;
 - e) Impeach any witness;
 - f) Present such affidavits, exhibits, and other evidence as the Hearing Board deems pertinent to the inquiry;
 - g) Argue his case.
- The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

15.4.4.5. Evidence:

The hearing shall be informal and need not be conducted according to the technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

15.4.4.6. Exclusion of Witnesses

The Hearing Board may in its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel.

When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

15.4.4.7. Burden of Proof:
The burden of proof shall be upon the party attempting to substantiate the charges.

15.4.4.8. Findings and Decision:
If the matter is heard by a Hearing Officer or Hearing Board, upon completion of the hearing, the Hearing Officer or Hearing Board shall render a written decision which shall include Findings of Fact and Conclusions of Law. The Hearing Officer's decision shall be advisory to the District's Governing Board.

The decision of the Hearing Officer or Hearing Board shall be submitted to the Governing Board. If the Governing Board accepts the decision, it need not read the record of the hearing; if it declines to accept such decision, it must read the record or hold a new hearing, after which it may adopt the Hearing Officer's decision or render its own decision.

Following consideration of an advisory decision submitted by a Hearing Officer or Hearing Board, or upon conclusion of a hearing conducted by the Governing Board, findings of fact and conclusions of law shall be signed and filed by the Governing Board, which shall constitute its decision.

15.4.4.9. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive.

15.4.4.10. Report of Hearings:
Hearings shall be conducted with a stenographic reporter. The cost of reporting the hearing shall be paid by the district.

- 15.4.4.11. Transcripts of Hearing:
Transcripts of an open hearing shall be furnished to any person who so requests. Transcripts of a closed hearing shall be furnished only to the employee subject to disciplinary action. Any person who receives transcripts must pay the cost of preparing such transcripts. When the transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business services of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- 15.4.4.12. Continuances:
The Governing Board, Hearing Officer or Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is known for the continuance.
- 15.4.4.13. In the event the hearing is conducted before a hearing officer at the request of the Union, the District and the Association shall share equally the cost of the Hearing Officer if the Governing Board adopts the Hearing Officer's advisory decision. If the Governing Board rejects the advisory decision, the District shall pay the full cost of the hearing.

15.5. Administrative Leave

Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

15.6. Sex or Narcotics Offenses: Compulsory Leave

Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

Any employee placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the employee will repay the salary paid during the compulsory leave in case the employee is convicted of such charges, or fails to return to service following expiration of the compulsory leave. If the employee does not furnish a bond and if the employee is acquitted of such offense, or the charges dropped, the District shall pay to the employee upon his or her return to service, the full amount of salary, which was withheld during the compulsory leave.

15.7. Grievability

This disciplinary policy shall not be subject to the grievance procedure contained in the collective bargaining agreement.

ARTICLE 16: LAYOFF AND RE-EMPLOYMENT

16.1. Definitions

For the purposes of this Article 16, the following definitions are made:

Employees:

An employee for the purposes of this Article is a permanent or a probationary employee of the classified bargaining unit.

Layoff:

A layoff means a reduction in hours or a separation from the classified service for lack of work and/or lack of funds.

Voluntary Reduction:

Means a reduction in hours of employment or assignment to a class or grade lower than that in which the employee has a permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

Seniority (or length of service for the purpose of this article):

For the purpose of this Article, unless specifically defined otherwise within this Article, seniority shall be determined by date of hire provided however that unpaid leaves of absence shall not count towards seniority and the hire date shall be adjusted to reflect a later date for any such unpaid leaves that are not otherwise legally protected (such as FMLA, CFRA, PDL, Military leave, etc.)

For those employees employed by the District as of June 1, 2013, the parties agree to freeze the order of seniority for each classification covered by this agreement and to apply the seniority in the order in which it appears in the seniority list as of June 1, 2013. Means all hours in paid service whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis [equal seniority: (see 16.2.4)].

Effective Date of Layoff or Termination Date:

Shall be the last actual working date.

Class:

A group of positions sufficiently similar in duties and responsibilities that have the same descriptive.

16.2. Application

- 16.2.1. Any layoff or reduction in hours in lieu of layoff shall be affected within a specific job class. The order of layoff or reduction in hours shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class shall be laid off or reduced in hours first.
- 16.2.2. An employee laid off in one class, who previously gained permanence in an equal or lower class, may move (bump) into that class if his/her seniority is greater than those employees serving in that class.
- 16.2.3. Employees who have gained permanence in a classification that has been eliminated, may move (bump) into an equal or lesser classification within the regular classified service upon approval of the Director of Human Resources. The decision to approve bumping under this section shall be within the sole discretion of the District based on the employee meeting all qualifications of the position and the assignment being consistent with the best interest of the District. The decision of the Director of Human Resources shall be final and not grievable.
- 16.2.4. An employee displaced from his/her class as a result of being bumped shall have the same bumping rights as set forth in 16.2.2.
- 16.2.5. Equal Seniority:
If two (2) or more employees subject to layoff or reduction in hours in lieu of layoff have equal class seniority, the determination as to who should be laid off first shall be made on the basis of the hire date seniority; or if that is equal, the determination shall be made by lot.
- 16.2.6. Layoff in Lieu of Bumping:
An employee who elects a layoff in lieu of bumping shall maintain his/her re-employment rights as defined under this Article.
- 16.2.7. No regular employee (permanent or probationary) of the classified service shall be laid off from any position while employees serving under emergency, provisional or limited term employment are retained in positions of the same class.

- 16.2.8. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or choose to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off. They retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assignment time as vacancies become available, and without limitation of time. If there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority. (Education Codes 45112, 45298.)

- 16.2.9. An employee electing to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than five (5) working days after receipt of layoff notice.

- 16.2.10. Retirement in Lieu of Layoff:
An employee who is laid off may elect service retirement, and the District shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within five (5) work days prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose. This employee's name shall be placed on a re-employment list for thirty-nine (39) months.

- 16.2.11. Seniority Roster:
The District shall maintain an updated seniority roster indicating bargaining unit employees' class seniority which shall be available to SEIU no later than fifteen (15) work days of SEIU's request.

16.3. Notice

- 16.3.1. A written notice of layoff shall be sent by certified mail to affected employees, to their last address given to the District, in accordance with the Education Code. A termination interview with the Director of Human Resources shall be scheduled upon request during normal business hours. A copy of each notice shall be sent to the President of the SEIU Chapter.

16.3.2. The notice shall contain:

- 1) The reason for layoff and its effective date.
- 2) The employee's displacement rights, if any.
- 3) The employee's re-employment rights.
- 4) A statement of the employees' right to:
 - a) A termination interview with the Director of Human Resources during normal business hours, and,
 - b) Representation by the exclusive representative at no cost to the District.

16.4. Re-Employment Rights

- 16.4.1. The names of laid off employees shall be placed on re-employment lists in the reverse order of layoff for thirty-nine (39) months. The names of employees who took voluntary demotions, in lieu of layoff, shall be placed on re-employment lists for thirty-nine (39) months plus an additional twenty-four (24) months. Such employees shall be reemployed in preference to new applicants.
- 16.4.2. Re-employment shall be in the reverse order of layoff.
- 16.4.3. Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority.
- 16.4.4. If, prior to the expiration of the re-employment list, the school or department assignment previously held by an employee is restored, the assignment shall first be offered to that employee if that employee is currently employed within the class, provided the assignment is not then filled by an employee with greater seniority. If the employee does not accept assignment, the position shall be filled in accordance with these procedures. This article section is applicable only upon the initial restoration of an assignment that had been discontinued.
- 16.4.5. Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to make application and establish their qualification for vacant promotional positions within the District during the period of thirty-nine (39) months. (Education Codes 45114, 45298.)

- 16.4.6. Notification or Re-employment Openings: An employee on a re-employment list shall be notified in writing by the District of any opening(s) for which the employee is eligible and qualified. Such notice shall be sent by certified mail to the last known home address.
- 16.4.7. An employee on a re-employment list shall have five (5) days after receipt of an offer of re-employment to accept or decline, in writing, employment to his/her former class and status. The five (5) day requirement shall be met by actual delivery of the notice to the district office or by mailing a properly stamped addressed acceptance letter to the district office post marked within the five (5) days. (After a third refusal, no additional offers need be made and the employee shall be considered unavailable.)
- 16.4.8. Refusal of an offer of limited term employment or employment at reduced hours shall not affect the standing of any employee on a re-employment list.
- 16.4.9. An employee on the re-employment list who accepts a position with fewer hours than at the time of layoff shall have the right to add time from other positions that are restored until the number of hours worked at the time of layoff is reached, provided that the District solely determines that the positions can be performed at different times. Any such consolidation of positions shall be considered the restoration of a position equal to the combined number of hours. The two positions, if combined, shall be filled in accordance with these rules. If the holder of the combined position vacates the combined position, it shall be offered to eligible employees on the re-employment list who worked a number of hours equal to or greater than the hours of the combined position. If there is no such individual on the re-employment list, the District shall have the right to restore the status quo prior to the combining of the positions.
- 16.4.10. Acceptance of limited term employment or employment at reduced hours shall not affect the employee's standing on a re-employment list.
- 16.4.11. Any employee who is improperly laid off or reduced in hours in lieu of layoff shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of pay or benefits.
- 16.4.12. Longevity and step increments: An employee reemployed following layoff shall retain all seniority accrued at the time of layoff.

16.5. Adjustment Compensation

The District shall pay adjustment compensation to each employee actually laid off from a permanent position in accordance with the provisions below. The amount of the adjustment compensation pool available each year shall be \$10,000. Subject to an individual cap of \$7,500. Employees laid off between October 15 of the previous year and October 14 inclusive of the current year will receive adjustment compensation pay on November 10.

On October 15 of each year the amount of adjustment compensation due eligible bargaining unit members shall be calculated as follows:

- 1) The list of eligible bargaining unit members will be developed by determining which employees have been laid off since October 15 of the previous year.
- 2) The compensable hours for each eligible employee are those hours worked as indicated on the seniority list used to effect the respective layoff.
- 3) Each employee shall be entitled to one dollar of adjustment compensation for each hour per the seniority list unless the total of individual entitlements exceeds the amount of adjustment compensation available. In this case the amount payable to each eligible employee shall be pro-rated accordingly.

16.6. Displacement of Bargaining Unit Work

16.6.1. Creation of New Positions

As long as bargaining unit members are on a re-employment list, the District agrees to meet and negotiate concerning the salary for any new classification(s) and the impact on the instructional aide classification of such new classification(s).

16.6.2. Use of Volunteers

In areas in which union bargaining unit members are in a layoff status, the District shall not make greater use of volunteers following the layoff than it did prior to the layoff.

16.7. Miscellaneous Provision

- 16.7.1. Reductions in hours for both occupied and vacant positions, except for voluntary reductions in hours in lieu of layoff as provided for herein, shall be subject to the meet and negotiate process.

- 16.7.2. Remaining employees shall not be required to do the work of laid-off employees in addition to their work currently assigned; however, the District may, in its discretion, adjust priorities and redistribute tasks consistent with the present job description. The District recognizes that this will result in reductions in levels of service.
- 16.7.3. The most senior employee who is not laid off but is displaced from his or her position as a result of a layoff shall have the right to "bump" into a vacant position with the same number of hours or displace another employee in the same classification with less seniority. This process shall continue in order of seniority until all employees have been placed. These rights may be exercised personally by the employee or by the Union on the employee's behalf. The District and the Union shall agree on a time and place to hold a meeting of all affected employees for the exercise of these rights.
- 16.7.4. The parties may, by mutual agreement, modify this Agreement.

ARTICLE 17: SAFETY CONDITIONS OF EMPLOYMENT

- 17.1. It is the responsibility of each employee to report unsafe or physically hazardous conditions to the immediate supervisor. Such reports shall be submitted in writing on the appropriate form or in a memo to the supervisor and shall describe the problem and the remedy sought. A copy of such reports shall be submitted by the employee to the Superintendent. Complaints shall be handled according to the following procedure, except that time limits may be extended by mutual agreement.
- 17.1.1. Step One:
The immediate supervisor shall respond in writing within ten (10) working days of the date the employee files the complaint. Upon the employee's request, the supervisor shall meet with the employee and his or her designated representative to discuss the complaint before making a decision.
- 17.1.2. Step Two:
If the employee is not satisfied with the supervisor's response, or if the supervisor fails to respond within the required time limit, the employee may appeal the complaint to the Safety Council. The Safety Council shall consider the complaint at its next regular meeting and shall respond in writing within ten (10) working days of the meeting. Upon the employee's request, the Safety Council shall meet the employee and his or her designated representative during its next regular meeting to discuss the complaint.
- 17.1.3. Step Three:
If employee is not satisfied with the Safety Council's response or if the Safety Council fails to respond within the required time limit, the employee may initiate a complaint under Article 23 beginning at Step Two.
- 17.2. The Superintendent or designee shall prepare and post rules for employees' on-the-job safety. Such rules shall provide regulations and precautions for the safety of employees in performance of their duties.
- 17.3. A safety council shall be formed, composed of at least five (5), but not more than ten (10) classified members representing all school sites and classified departments. The Department/site managers shall select the site representative. The council shall meet in the months of September, November, January, March and May and the minutes of the meetings shall be sent to the President. The Council shall have the following responsibilities:

- 17.3.1. Review all reports of on-the-job accidents of unit members.
- 17.3.2. Conduct safety inspections of District facilities where members of the unit work.
- 17.3.3. Recommend to the Superintendent programs of in-service safety training, safety rules and regulations, and improvements in District safety conditions or employment. Unit members who serve on the Safety Council shall receive release time as authorized by the District.

ARTICLE 18: EMERGENCY PROVISION

The District retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this Agreement in cases of emergency, provided that any changes shall be rescinded when the emergency ends. For the purpose of this Article, an emergency is defined as an act of God, war, natural or man-made disaster or other serious occurrence which interferes with the normal operations of the District.

ARTICLE 19: COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Union 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 or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, provided however that the District and the Union shall meet and negotiate on any change in established past practice that is within the scope of representation not referred to or covered in this Agreement prior to implementation.

ARTICLE 20: CONCERTED ACTIVITIES

- 20.1. It is agreed and understood that there will be no strike, work stoppage, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District by the Union and/or its officers, agents, or members, during the term of this Agreement and during negotiations over a successor agreement up to the point that an impasse may be certified by PERB, including compliance with the request of other labor organizations to engage in such activity.
- 20.2. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operation of the District by employees who are represented by the Union, the Union agrees in good faith to take all reasonable steps to cause those employees to cease such action.
- 20.3. It is agreed and understood that any employee violating this article may be subject to disciplinary action.
- 20.4. It is understood that in the event this Article is violated by an individual employee and/or the Union, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

ARTICLE 21: SAVINGS PROVISION

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, or a final ruling by an administrative agency, or, effectively, by enactment of state or federal legislation regulation, rule or ordinance, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 22: LABOR/MANAGEMENT COMMITTEE

The District and the Union agree to meet monthly to discuss and, if possible, resolve issues of mutual and/or independent concern. The District shall be represented by the Superintendent/designee and the Director of Human Resources. The Union shall be represented by the president/designee and a unit member to be appointed by the Union. These Union representatives shall serve in this capacity in one year terms, to ensure continuity. Additional persons may be invited to the meetings upon mutual request.

It is the intent of this Article to enable the District and the Union to work cooperatively to prevent issues from becoming problems and to resolve problems without resorting to adversarial proceedings.

ARTICLE 23: COMPLAINT PROCEDURE

23.1. Matters not subject to the grievance procedure set forth in Article 13 shall be processed through the following complaint procedure. The purpose of this regulation is to establish an orderly procedure for resolving complaints at the earliest possible time. It is the intent of the parties that employees and administrators attempt to resolve complaints informally prior to invoking this process. Complaints shall be in writing and shall describe the problem and the remedy sought. Complaints shall be handled according to the following procedure, except that time limits may be extended by mutual agreement.

23.1.1. Step One:

The immediate supervisor shall respond in writing within ten (10) working days of the date the employee files the complaint. The supervisor shall meet with the employee and his or her designated representative, upon request, to discuss the complaint before making decision. A complaint against the employee's immediate supervisor may be directed to the Director of Human Resources who shall respond as described in this section.

23.1.2. Step Two:

If the employee is not satisfied with the supervisor's response, or if the supervisor fails to respond within the required time limit, the employee may appeal the complaint to the Superintendent's designee within ten (10) working days. The Superintendent's designee shall respond in writing within ten (10) working days of the date the employee files the appeal. The Superintendent's designee shall meet with the employee and his or her designated representative upon request to discuss the complaint before making a decision.

23.1.3. If the employee is not satisfied with the response of the Superintendent's designee, or if Superintendent's designee fails to consider the complaint and respond within the required time limits, the employee may appeal the complaint to the Superintendent within ten (10) working days. The Superintendent shall respond in writing within ten (10) working days of the date the employee files the appeal. The Superintendent shall meet with the employee and his or her designated representative upon request to discuss the complaint before making a decision. The Superintendent's decision regarding the complaint shall be final.

ARTICLE 24: WORK PERFORMED BY NON-UNIT MEMBERS

24.1. Contracting Out

24.1.1. Notice

Except in cases of an emergency, the District shall notify the Union in writing at least thirty (30) days before making a decision to contract out work customarily and routinely performed by bargaining unit members and, upon request by the Union, meet to explore alternatives. An emergency is defined as an unexpected, immediate, and substantial threat to student or employee health and safety or District property, or other serious occurrence which interferes with the normal operations of the District.

24.1.2. Implementation

Before implementing a decision to contract out work that has customarily and routinely been performed by bargaining unit workers, the District shall meet and confer in good faith with the Union over the effects of such a decision.

24.2. Volunteers

24.2.1. The District shall not use volunteers in a manner that results in the loss of work by or replacement of a unit worker.

24.2.2. Duties of the Instructional Assistant job classification shall not be performed on an on-going, daily, regular basis by a volunteer or volunteers.

24.2.3. The volunteer logs shall be maintained at each site and shall be available for inspection by SEIU.

ARTICLE 25: TERM

- 25.1. This Agreement shall remain in full force and effect from July 1, 2017, through June 30, 2020; and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 1, 2018 or 2019, of its request to modify, amend, or terminate the Agreement.
- 25.2. Each party shall have the right to reopen negotiations on Article 9 and one other article of this Agreement during the fiscal years 2018-19 and 2019-20. The parties may reopen additional articles upon mutual written agreement.

**SAN LORENZO VALLEY UNIFIED
SCHOOL DISTRICT**

**LOCAL 521
SERVICE EMPLOYEES
INTERNATIONAL UNION**

President
Board of Trustees

5/12/17
Date

Chief Negotiator

5/12/17
Date

Donna Williamson

5/12/17
Date

Paloma Vachon, President

5/12/17
Date

Dr. Laurie Bruton

5/12/17
Date

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