



ARTICLE I: AGREEMENT

This is an Agreement made and entered into 19th day of August 2008 between the ABC UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2229, COUNCIL 36 (hereinafter referred to as "the Union").

It is the intent and purpose of this Agreement to promote a more effective and efficient working environment incorporating equitable and harmonious procedures necessary for the resolution of differences and the establishment of wages, hours of work and other terms and conditions of employment.

ARTICLE II: RECOGNITION

A. Recognized Unit

The District recognizes the Union as the exclusive representative for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7) for the classified employees in the Operational/Support Services Bargaining Unit, which includes but is not limited to:

Custodial: Custodial Leadworker, Custodian/Utility Worker, Custodian

Food Services: Central Kitchen Lead Warehouse Worker; Central Kitchen Warehouse Worker, Central Kitchen Lead Worker, Central Kitchen Utility Worker, Central Kitchen Cook, Cafeteria Manager II, Cafeteria Manager I, Food Services Assistant II, Food Services Assistant I

Grounds: Plumber I, Plumber II, Grounds Equipment Operator Leadworker, Chemical Sprayer, Grounds Leadworker, Grounds Equipment Operator, Gardener, Sprinkler Repair-Trainee

Maintenance: Maintenance Leadworker, Electrician, Electronics Technician, Heating & Refrigeration Mechanic, Locksmith, Master Clock Technician, Roofer, Welder, Carpenter, Glazier, Painter, Senior Maintenance Worker, Electric Appliance Mechanic, General Maintenance Worker, Microcomputer/Network Technician

Purchasing and Stores: Storekeeper-MOT Warehouse, Warehouse/Truck Operator, Warehouse Stock Clerk, Delivery Driver

Transportation: Chief Mechanic, Mechanic, Transportation Dispatcher, Bus Driver Instructor, Bus Driver

Miscellaneous: Children's Center Housekeeper

B. Contracting Out

The District will not contract out or subcontract work normally done by employees in the recognized unit unless it can be accomplished without layoffs or involuntary transfers of existing employees.

C. Exclusions

Specifically excluded from recognition are those employees who are included in the clerical/technical employees unit and all employees who are management, confidential, or who are not part of the classified service including, but not limited to, employees in the following classifications:

Management Employees

Alternate Dispute Resolution Facilitator
Chief Financial Officer
Coordinator – Child Welfare and Attendance
Coordinator – School and Community Partnerships
Counselor-School and Family
Director - Fiscal Services
Director - Maintenance, Operations and Transportation
Director – Purchasing/Risk Management
Manager – Information Systems
Manager - Maintenance Services
Manager – Nutrition Services
Modernization Coordinator
Project Coordinator – Safe Schools and Healthy Students
Supervisor - Accounting
Supervisor – Food Production/Operations
Supervisor - Graphics
Supervisor - Grounds and Buildings
Supervisor - Payroll and Fringe Benefits
Supervisor - Purchasing
Supervisor - Transportation
Supervisor - Warehouse

Confidential Employees

Administrative Assistant
Administrative Secretary
Credentials Analyst
Division Assistant
Executive Administrative Assistant

ARTICLE III: DEFINITIONS

1. "District" refers to the ABC Unified School District.
2. "Board of Education" or "Board" refers to the duly elected governing body of the ABC Unified School District.
3. An "employee" is a classified employee who is a member of the appropriate unit as defined in Article II, Recognition.
4. An "immediate supervisor" is the management employee having the first line jurisdiction over the employee.

5. A "day" is a day when the District's central office is open for business.
6. "Negotiate in good faith" refers to a sincere and honest effort on the part of each party to reach agreement.
7. "Classification seniority" is the date assigned to a classification included in the bargaining unit, adjusted due to periods of non-paid status (reference: Article XIV, A.4.).

ARTICLE IV: DISTRICT RIGHTS/MANAGEMENT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the following exclusive rights:
1. Determine its organization;
 2. Direct the work of its employees;
 3. Determine the times and hours of operation;
 4. Determine the kinds and levels of service to be provided, and the methods and means of providing them;
 5. Determine staffing patterns;
 6. Determine whether, when, and where there is a job opening;
 7. Maintain the efficiency of District operations;
 8. Build, move, or modify facilities;
 9. Establish budget procedures and determine budgetary allocations;
 10. Determine the methods of raising revenue;
 11. Contract out work;
 12. Administer all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans. Such action will be taken with the full consultation of the Union at each step of the process;
 13. To utilize personnel not covered by this Contract, including but not limited to substitutes, casuals, limited-term personnel, student workers, consultants, professional experts, supervisory or managerial personnel, to do work which is normally done by employees covered hereby, who are temporarily unable to perform such work and the methods of selection and assignment of such personnel;
 14. To hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

- B. 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 Contract and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the District, in setting forth the foregoing rights of management, to detract or diminish in any way the rights of employees or the Union as set forth in this Contract.
- C. The District retains its right to suspend the provisions of this Contract in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District. When an emergency is called, the District will notify the Union of the reasons for the emergency, the expected duration of the emergency, and the specific articles of Contract that are suspended by the emergency. An emergency is a natural catastrophe.

ARTICLE V: UNION RIGHTS

- A. The Union as the exclusive representative of the operational/support services employees retains for the duration of this Agreement the rights as the exclusive representative under the law.
- B. In accordance with appropriate State laws, the District agrees that employees in this represented unit shall have the right to freely organize, join and support the Union for the purpose of representation in the meeting and negotiating process.
- C. The Union may use District facilities subject to the following conditions:
 - 1. All Union business, discussions and activities requiring the use of facilities shall be conducted by employees or Union officials outside established work hours--before and after work, during breaks (rest periods) or meal periods. However, night and evening employees shall receive 1½ hours of paid release time once a month to attend Union meetings, and all employees shall receive paid release time once a year for ratification of the Agreement or reopeners/settlements.
 - 2. The Union may use District facilities upon completion and submission of an application and agreement for Use of School Facilities (Civic Center Act Form). The Union agrees to comply with the District rules and regulations governing the use of school facilities.
- D. The Union shall have the right to post notices on employee bulletin boards provided by the District at each work location/school site in areas frequented by the employees represented. Such notices shall identify the Union as the sender of the communication, the date of the posting and the name of the Union president.
- E. The Union may use the District mail service and employee mailboxes for written communications to employees.
- F. A courtesy copy of Union communications shall be provided to the Superintendent (or designee) at the time of the entrance of such communications into the District mail system.
- G. Authorized representatives of the Union shall be permitted to transact Union business with employees on school/District property before the normal work time, during breaks, meal periods, or after the assigned work time. Union representatives shall not interfere with employees while they are engaged in the performance of their assigned work.

- H. Authorized representatives of the Union shall check in with the work location/school administrator (or designee of the work location/school administrator) before contacting employees on the premises of District property including schools and other work locations.
- I. The District shall provide AFSCME with two (2) copies of the Board agenda and backup materials for each Board meeting, exclusive of closed session materials.
- J. Updated names, addresses, telephone numbers, and work sites of employees represented shall be provided to the Union at the end of the second and fourth calendar quarters of each school year. The parties agree that the release of addresses and telephone numbers shall occur, unless the employee provides a written request not to release this information.
- K. Employees may be represented by the Union in their employment relationship with the District. Such representation may include, but not be limited to, such matters that affect the employees' continued employment relationship with the District, at times when disciplinary action is contemplated or imposed, when employees are reviewing their personnel files, or when employees receive below standard evaluations.
- L. AFSCME shall be entitled to fifty-five (55) days of release time each school year covered by this Agreement, for use by AFSCME president and/or other AFSCME representatives as designated by the AFSCME president for the purpose of Union business or processing of grievances. The Union may purchase additional days of release time at the cost of the involved employees' substitutes. The Union shall make a written request to the Superintendent (or designee) at least one (1) day prior to the date of the requested release time.
- M. The District shall provide an intradistrict telephone extension in the Union office.
- N. Upon tentative agreement of the negotiating teams for AFSCME and the District, the District shall have two hundred-fifty (250) copies of this Agreement prepared and delivered to the Union. Within thirty (30) days of the ratification of this Agreement by AFSCME and the District, the District shall have three hundred (300) copies prepared and delivered to AFSCME.
- O. The District agrees to recognize a Work Site Steward designated by the Union at each work location. Such representatives shall be elected from among the regular employees at such work location.
 - 1. The Union shall notify the District in writing of the name of each Work Site Steward within fifteen (15) days after the effective date of this Agreement. If a change is made in the Steward, the District shall be advised in writing within five (5) days of such change.
 - 2. The Work Site Steward may consult with employees in their respective work sites on matters concerning this Agreement, provided such consultation does not interfere with the work schedule or assigned work of employees.
- P. Upon request, and renewable on a year by year basis for the duration of this Agreement, the District shall grant to the AFSCME president or designee a one (1) semester or full year unpaid leave of absence. The District shall accept any reasonable proposal by AFSCME to reimburse the District for continued PERS retirement contribution and health insurance contribution.

ARTICLE VI: DUES DEDUCTIONS

- A. The District agrees that the Union shall have the sole and exclusive right to have membership dues deducted from employees as defined in Article II: Recognition.
- B. Any employee who has submitted a dues deduction authorization card as of the effective date of this Agreement or who submits such a dues deduction authorization card during the term of this Agreement will continue to have his/her dues deducted for the duration of the Agreement unless the employee is terminated or notifies the Union in writing indicating a desire to revoke his/her dues deduction authorization. Such notification shall be limited to the month of October of each fiscal year covered by this Agreement.
- C. Membership dues, as voluntarily authorized in writing by an employee who applies for membership on the appropriate form, or, as the case may be, representation fees, shall be deducted from the payroll warrant of wages of the employee by the District.
 - 1. Deduction shall be made in ten (10) equal installments effective September 1 through June 30 or, at the request of the union, in eleven (11) or twelve (12) equal installments throughout the fiscal year (with no deductions for ten month employees during July and August nor for eleven month employees during August). The District shall not deduct dues from ten month employees when such employees work in the summer time.
 - 2. Authorization cards for dues deductions received after the tenth (10th) of the month will be made effective for the month following the one for which it was received.
- D. The School District will provide each new employee with a packet which contains a Union dues deduction card and membership information about AFSCME.

Each employee covered by this Agreement shall, within thirty (30) calendar days of hire or within thirty (30) calendar days of PERB certification of the Fair Share Election, whichever comes later, become a member of AFSCME or pay a fair share representation fee not to exceed normal and regular monthly union membership dues.

- 1. An employee may either pay such fair share representation fee directly to AFSCME or may authorize in writing the District to pay such fee through payroll deductions. If an employee does not pay the fee directly to AFSCME or authorize the District to pay such fee through payroll deduction, the District shall within thirty (30) calendar days, as described above, withhold such fee without authorization and pay such fee to the Union.
- 2. The District shall distinguish representation fees from membership dues when transmitting same to AFSCME.
- 3. Any employee covered by this Agreement who provides acceptable proof to the District and the Union that he/she is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support the Union, except that such employee shall pay, in lieu of a representation fee, sums equal to such representation fee to a non-religious, non-labor organization, District-endowed charitable scholarship fund chosen by the parties which is tax exempt under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- 4. The Union agrees to indemnify and hold harmless the District against any and all liabilities, demands, lawsuits, claims, or actions which may be brought against said District or District

Board of Education, individually or collectively, its officers, employees, and agents, including, but not limited to, reimbursement for all costs, expenses, fees, settlements, and judgments, and providing an effective defense on behalf of the District against any and all lawsuits or other proceedings arising out of and in connection with this Article.

- E. Employees who currently have dues deduction authorization cards on file with the District need not be re-solicited. This shall include, but not be limited to, employees 1) continuing from one Union contract to another, 2) returning from leave of absence, and 3) returning to employment from the 39 month reemployment list.
- F. The District will pay to the exclusive representative, as designated by the Union, the regular monthly Union membership dues and fees as set by the Union and deducted from the salaries of employees, as described above. No charges shall be made for this deduction.
- G. The District will deduct from the salary of an employee on the above basis any voluntary political action or political interest contribution approved by AFSCME and will remit same promptly to AFSCME as described above.

ARTICLE VII: COMPENSATION

A. Salary Schedule

1. Effective July 1, 2007, all AFSCME employees shall receive a two and seventy-five percent (2.75%) salary schedule increase.
2. The District and the Union agree to conduct a study of Nutrition Services classifications represented by AFSCME. The Child Center Housekeeper classification shall also be included in the study. The study shall include comparable worth and salary data.

The District and the Union agree to begin the study as soon as practicable or no later than September 1, 2007. AFSCME and the District will agree to split the cost of the study up to a pre-determined level.

The District and AFSCME have mutually agreed upon the Consultant Company for the study. No employee will have their salary reduced as a result of the study.

It is the intent of the parties that any proposed salary increases resulting from the study are immediately negotiable.

3. The District and the Union agree to review and revise as needed job descriptions "in house" every 5 years. The District and the Union will determine a reasonable staggered year schedule for reviewing and revising job descriptions.
4. If the ABC Federations of Teachers or the California School Employees Association or the ABC Management Association receives for the 2008-2009 or 2009-2010 year a base salary schedule increase higher than the base salary increase negotiated by the parties to this collective bargaining agreement, then the employees covered by this collective bargaining agreement shall receive such higher increase retroactive to the date the increase was received by the employees represented by ABCFT, CSEA, or ABCMA.

5. Employees hired prior to May 1, 2003 will be subject to “double compounding” method of computing longevity and inservice growth stipends. Specifically, such employees will have longevity and inservice growth percentages calculated on the basis of their current salary schedule placement plus any earned longevity and/or inservice growth. Employees hired after May 1, 2003, shall have inservice growth stipends and longevity increments calculated strictly as a percentage of the employee’s salary schedule placement.

B. Salary Step Advancement

1. Employees will be entitled to advance one step on the Operational/Support Services Employees Salary Schedule on the anniversary date provided the highest step on the salary range has not been attained.
 - a. The anniversary date for all employees shall be July 1.
2. Employees must have rendered paid service for 75 percent or more of the required days of service in the regular school year, counting days of paid leave, to advance one step on the schedule.
3. Employees shall be limited to a one-step advancement from one school year to the next.

C. Longevity Increments

A long service recognition benefit shall be paid to employees in addition to the regular rate of pay.

1. Upon completion of nine (9) years of service, employees shall receive one percent (1%) over salary schedule placement.
2. Upon completion of 12, 18, 21, and 30 years of service, employees shall receive an additional two and one-half percent (2.50%) over salary schedule placement for each increment attained.
3. Upon completion of fifteen (15) years of service, employees shall receive an additional three and three-tenths percent (3.3%) over salary schedule placement.
4. Upon completion of twenty-four (24) years of service, employees shall receive an additional three and three-tenths percent (3.3%) over salary schedule placement.
5. Upon completion of four and one-half (4 ½) years of service and beyond, flat rate employees shall receive two and one half (2.5%) over salary schedule placement.
6. Effective 7/1/07 all employees who have completed 27 years of service will be granted a 0.75% longevity increment of 27 years of service over salary schedule placement.
7. Longevity pay shall become effective on the first day of the month following completion of the required years of service.
8. The District reserves the right to hire new flat rate employees at Step B, C, or D, commensurate with their experience level. For example: A flat rated painter hired at Step C, and completes 75% of a school year, will advance to Step D on July 1, of the following year. The parties recognize that employees new to the District effective 7/1/05, may not be in a position to appeal any perceived failure of the District to apply a salary level which is truly commensurate with experience level. Without pre-judging any such appeal, the parties hereby agree that AFSCME

and the District will attempt to resolve informally any appeal by an employee of such a perceived failure within the first ten (10) months of employment of such an employee.

D. Differential Compensation

1. Night Shift: Any employee whose normal work shift has at least one-half of the shift between the hours of 4:00 p.m. and 6:00 a.m. shall receive a differential of \$89.08 per month.
2. Split Shift: Any employee whose normal work shift contains a period of unpaid time equal to or exceeding one hour in continuous duration, exclusive of a meal period, shall receive a differential of \$90.15 per month. An additional period of unpaid time, in any amount, within the normal work shift shall increase the differential to \$116.98 per month. In addition, any two separate periods of unpaid time, in any amount, exclusive of a meal period, shall cause an employee to receive a differential of \$90.15 per month. All employees employed as Bus Drivers as of December 11, 1996 and scheduled for six (6) hours of work or less per day shall be guaranteed the Split Shift Differential. Part-time employees, with the exception of Bus Driver, assigned such duties shall receive the appropriate proration of the differential.
3. Distasteful Duty: Any employee required to perform duties of a distasteful nature which are not consistent with duties normally assigned to the classification shall receive a differential of \$118.78 per month. Part-time employees assigned such duties shall receive the appropriate proration of the differential.
4. Alarm Calls: Employees on standby for alarm calls will receive a flat \$749.40 for each week (seven calendar days) of such duty. Such compensation shall cover standby duties and all alarm calls during the week. Opportunity to work alarm calls shall be rotated in seniority order each July from among those in the Maintenance Division who apply for such duty. (Selection shall be continued as follows: four (4) persons on the list serving two (2) years each on a staggered basis--2 rotating off the list each year.) The District may decline to accept someone who applies for such duty if he/she is not capable of performing the work.

Employees will not be asked or required to perform cross trade work. When an employee performs work in her/his own trade, other than a carpenter boarding up windows, then such employee shall also receive call back pay of at least three (3) hours.

5. Mountain Driving:
 - a. Mountain Drivers shall receive an extra eighty five dollars (\$85.00) for each trip to the mountains.
 - b. Mountain Drivers shall be fully trained and certified.
 - c. At the beginning of the school year, and at re-bid time, "mountain trips" or words to that effect shall not be listed with the routes. At the same time(s), a list of certified mountain drivers who are interested in mountain driving shall be generated by seniority order. (However, notwithstanding the use of seniority to generate this list, the parties agree that the District shall continue to make mountain trip assignments from this list in the same manner as it did in the past.)
 - d. The School District shall make every effort to reduce the equipment and luggage loaded on to buses during mountain runs.
 - e. The School District shall make every effort to ensure that Mountain Drivers receive the appropriate breaks and lunch periods.
 - f. The District shall make every effort to cover the afternoon routes of Mountain Drivers.

- g. The District shall provide Mountain Drivers an additional, reimbursable clothing allotment of sixty dollars (\$60.00) per year per driver, as well as provide such drivers with the appropriate equipment and ground protection for installing required tire chains.

E. Travel Expense Reimbursement

Employees using personal vehicles on authorized District business shall be reimbursed at the current government rate.

- F. Employees receiving a promotion to a classification title with a higher salary range shall receive the first step on the appropriate salary range for the higher class if it provides at least a five percent (5%) increase, or, if it does not, the step on the new salary range which provides a step placement increase of at least five percent (5%), unless the highest step on the new range is less than five percent (5%) above the previous step placement, in which case the placement shall be at the highest step on the new range.

G. Temporary Assignment to a Higher Classification

1. An employee may be required to perform duties that are inconsistent with the duties assigned to his/her regular position and are normally duties assigned to a higher classification. If such assignment continues for a period of four (4) working days or more within a fifteen (15) calendar day period, additional compensation shall be provided to the employee for working in the higher class.
2. Employees who work three (3) days in a higher classification during a week which has one (1) paid holiday, or two (2) days in a higher classification during a week which has two (2) paid holidays, shall also receive the additional compensation for working in the higher class.
3. Any assignment to work temporarily under a class title higher in salary level than the regular classification shall be compensated for the duration of the assignment as if a promotion had taken place. If the employee temporarily assigned to a higher class is due for salary step advancement in his/her regular classification, he/she shall receive step advancement on the range for the higher class to which temporarily assigned, unless the initial step placement in the higher class is equal to or exceeds a five percent (5%) increase over the new step placement due the employee for his/her regular classification.
4. When an eligibility list exists for a higher classification, employees on that eligibility list shall exclusively be rotated on a monthly basis by order on the list (first on the list being first to be rotated, etc.) for temporary assignment to the higher classification, provided the assignment is for five (5) days or more. The exceptions to this provision shall be temporary assignments to the classifications of Grounds Equipment Operator Leadworker, Chemical Sprayer, Grounds Leadworker and Grounds Equipment Operator, where the existing practice in regard to rotation shall be continued.
 - a. The words “monthly basis” in this paragraph shall mean 25 to 35 working days when the absent employee is reasonably expected to return to work in 35 working days or less.
 - b. When the eligibility list does not contain enough names to fill temporary assignments, or an eligibility list does not exist, the District will rotate available temporary assignments in seniority order among employees who volunteer and meet the minimum qualifications to perform such work. Under ordinary circumstances, it is assumed by the parties that the immediately subordinate classification meets the minimum qualifications.

- (1) On Custodial Leadworkers, however, the following rule shall apply: For every one time a high school follows this procedure and rotates a Custodian from outside the high school into its Custodial Leadworker position, then the next time it is obligated to follow this procedure it may restrict applicants to Custodians within that high school.
5. If, after two (2) legitimate written warnings, an employee does not perform satisfactory service in a temporary assignment, that employee will no longer be considered for such temporary assignments. Such written warnings shall apply solely to a temporary assignment and shall be used for no other purpose and shall not be made a part of any personnel file.
6. Temporary assignment to a higher classification shall not be withdrawn before a holiday period and then reassigned where the net effect will be to cause an employee filling such assignment to forego holiday pay.

H. In-Service Growth Program

Employees shall be entitled to participate in the In-Service Growth Program as provided.

1. Definition

- a. The In-Service Growth Program is a system designed to recognize improvement in employees' personal job-related knowledge and effective on-the-job performance through additional salary increments.
- b. The In-Service Growth Program shall consist of job-related activities which:
 - (1) Provide comprehensive background information relative to an employee's job;
 - (2) Provide increased skill, training, and knowledge relative to an employee's job;
 - (3) Provide additional skill, training, and knowledge to enable an employee to qualify for promotional positions that are closely related to his/her current position.
- c. In-Service credit may be acquired by employees for the following activities:
 - (1) Coursework
 - (2) Workshops
 - (3) Conferences and conventions

2. Coursework

- a. In-Service credit may be earned by employees for successfully completing courses at universities, colleges, junior colleges, trade schools or adult education. Such credit shall be granted subject to the following conditions:
 - (1) Prior approval to take the course for In-Service credit has been secured or within a two week period after enrollment has been secured.
 - (a) Requests for prior approval of coursework must include a course description or short outline of course content.

- (2) A "C" or better grade has been earned.
- (3) Successful completion of coursework has been verified by a transcript or grade card from the school attended. (Adult education must be verified by the person in charge of the class on the appropriate District form.)

(a) No other verification shall be accepted.

- (4) Credit for coursework shall be earned as follows:

College - 1.5 point per semester unit
Junior College - 1 point per semester unit
Trade Schools - 1 point per semester unit
Adult Education - 14-30 hour course = 1 point
31-65 hour course = 2 points

- b. Coursework taken at institutions which are on a quarter system shall be credited at the rate of two-thirds ($2/3$) of a point for each unit earned.
- c. Coursework must be taken at accredited educational agencies approved by the Western Association of Schools, Colleges and Universities.
- d. Work experience courses will not be approved for credit exceeding the actual number of hours per week of classroom attendance which result in some portion of the number of units awarded by the institution.

3. Workshops

- a. In-Service credit may be earned by employees for attendance and involvement in in-district or out-of-district workshops. Such credit shall be granted subject to the following conditions:
 - (1) Prior approval to attend the workshop for In-Service credit has been secured or within a two week period after enrollment has been secured.
 - (a) Requests for prior approval of workshops must include a short outline or narrative description of the workshop.
 - (2) Attendance at the workshop has been verified in writing by the leader of the workshop in such a manner as to fully state the date(s) and hour(s) of attendance.
- b. Credit for attendance at workshops will be credited at the rate of one point for each fifteen (15) hours of attendance.

4. Conferences and Conventions

- a. In-Service credit may be earned by employees for attendance at one or more approved sessions of conferences or conventions. Such credit shall be granted subject to the following conditions:
 - (1) Prior approval to attend the session(s) for In-Service credit has been secured.

- (a) Requests for prior approval of conferences or conventions must include a program of activities and a short outline or narrative description of the session(s) for which approval is being requested.
 - (2) Attendance at the conference or convention has been verified by a registration receipt or a signed verification of attendance by a session leader.
- b. Credit for attendance at conferences or conventions shall be credited at the rate of one (1) point for each fifteen (15) hours of attendance.

5. Exclusions

- a. No In-Service credit shall be granted for attendance at courses, workshops, conferences, or conventions if the employee's attendance occurs at such time as he/she is being paid for regular duties by the District.
- b. No In-Service credit shall be granted for attendance at organizational workshops, conferences, or conventions whose primary purpose is the indoctrination, training, or briefing of employees in employee organization activities. This shall include but not necessarily be limited to internal organizing, membership activities, collective bargaining, grievances, or any terms or conditions of employment.
- c. No In-Service credit shall be granted for any activity for which an employee has previously received credit unless it can be determined that there will be some value to the District for the employee to have repeated the same activity. The employee shall bear the responsibility for submitting proof of the value to the District for repeating the activity.
- d. No more than three (3) points of In-Service credit shall be approved during an employee's entire period of employment for courses, workshops, or conferences in the field of psychology.

6. Administration of Program

- a. The Classified Personnel Administrator (or designee) shall have the responsibility for reviewing and approving all requests for prior approval of activities, approving applications for credit, awarding credit for job-related activities, and maintaining In-Service records for all employees in the program.
- b. Procedure for Securing Prior Approval of Activities
 - (1) Employees shall secure approval to participate in an activity for In-Service credit by submitting a prior approval request on the appropriate District form to the Personnel Office or requests within two weeks of securing proof of enrollment.
- c. High School Diploma

Adult education courses taken by an employee for the purpose of earning credits toward a high school diploma shall be exempt from the requirement of prior approval provided the courses are required courses in the subject matter areas of English, math, science, and social science. Prior to enrolling in Adult Education courses for such purpose the employee shall submit to the Personnel Office a District form on which his/her adult

education counselor has verified the number of courses in each subject matter area necessary for the employee to earn a diploma.

- (1) The G.E.D. course shall also be exempt from prior approval and shall be considered as a single adult education course.
- (2) Elective courses taken to earn a high school diploma shall require prior approval and shall be approved only if job-related.

7. Eligibility

- a. All employees are eligible to participate in the In-Service Growth Program.
- b. Participation by employees shall be on an individual basis.
 - (1) An initial request for approval of an activity for In-Service credit shall constitute a declaration of intent to participate in the program.

8. Application Procedure

- a. Following the completion of an approved activity, application for In-Service credit shall be made on the approved District form designated for that purpose.
- b. All appropriate verification must be attached to the application form.
- c. The application and verification shall be submitted to the Personnel Office for awarding of credit.

9. Program Stages

- a. An In-Service Growth Program stage is a period of time in which an employee is accumulating points in order to earn a salary increment.
 - (1) An employee must accumulate twenty (20) points in order to complete the first stage.
 - (2) An employee must accumulate thirty (30) points in order to complete each of the second and third stages.
- b. Points must be recorded on the employee's permanent In-Service record before it is determined that a stage of the program has been completed.
- c. When an employee has completed a stage of the program, he/she shall receive the appropriate salary increment effective the first of the month following the date of official completion of the stage.
- d. Points accumulated in excess of those necessary for completion of one stage of the program may be applied to the next stage of the program.
- e. When three (3) stages of the program have been completed, an employee may no longer participate in the program.

10. Salary Increments

When a stage of the program has been completed by an employee, he/she shall receive an increase in salary equivalent to one (1) step above his/her current step placement on the salary schedule, or approximately five percent (5%). This shall occur even when the employee has reached the top step of the salary or longevity steps. The salary increase shall take effect on the first day of the month following verification of the completion of the program stage.

11. Improprieties

If it is determined that an employee received credit for an activity through fraudulent means, he/she shall be subject to appropriate disciplinary action.

12. Nothing in this article shall be construed to contest the judgment of persons responsible for rendering decisions regarding the awarding of credit for activities engaged in by employees. Any grievance shall be limited to a claim that the procedures in this article have been violated or that there is an unreasonable application of the procedures.

ABC UNIFIED SCHOOL DISTRICT

OPERATIONAL/SUPPORT SERVICES EMPLOYEES
CLASSIFIED BARGAINING UNIT B

ALPHABETICAL LISTING OF CLASSES
CLASSIFICATIONS-MONTHLY

	<u>RANGE</u>		<u>RANGE</u>
<u>CUSTODIAL</u>		<u>MAINTENANCE</u>	
*Custodial Leadworker	32	Maintenance Leadworker	46
Custodian Trainer	31	Microcomputer Network Technician	46
*Custodian/Utility Worker	28	Electrician	(41)
*Custodian	26	Electronics Technician	(41)
		Heating & Refrigeration Mechanic	(41)
		Locksmith	(41)
<u>GARDENING</u>		Master Clock Technician	(41)
Plumber II	(42)	Carpenter	(41)
Plumber I	(41)	Painter	(41)
Grounds/Custodial Dispatcher	37	Roofer	(40)
**Chemical Sprayer	37	Sprinkler Technician	(40)
*Grounds Equipment Operator Leadworker	36	Welder	(41)
Grounds Leadworker	35		
*Grounds Equipment Operator	32	Glazier	(39)
Gardener	30	Senior Maintenance Worker	39
		Electric Appliance Mechanic	(37)
<u>PURCHASING AND STORES</u>		*General Maintenance Worker	35
Storekeeper-MOT Warehouse	39	Sprinkler Repair-Trainee	29
Warehouse/Truck Operator	31		
*Warehouse Stock Clerk	28	<u>TRANSPORTATION</u>	
Delivery Driver	26	Chief Mechanic	46
		*Mechanic	(42)
<u>MISCELLANEOUS</u>		Transportation Dispatcher	39
Children's Center Housekeeper	18	Bus Driver Instructor	38
		Bus Driver	33

CLASSIFICATIONS-HOURLY

	<u>RANGE</u>
<u>NUTRITION SERVICES</u>	
Central Kitchen Lead Warehouse Worker	35
Central Kitchen Warehouse Worker	33
Central Kitchen Leadworker	32
Central Kitchen Utility Worker	29
Central Kitchen Cook	29
*Cafeteria Manager II	27
*Cafeteria Manager I	25
Food Services Assistant II	21
Food Services Assistant I	16

- () Parentheses indicate flat rate at Step E on the Salary Schedule.
- Classifications and ranges indicated are subject to the reclassification procedure.
- *Range increase Effective 7-1-99
- **Range increase Effective 7-1-00
- () Mechanic flat rated Effective 7-1-99
- Revised: 6-7-07

**AFSCME SALARY SCHEDULE
2007-2008**

RANGE	BASE HOURLY	STEP A	STEP B	STEP C	STEP D	STEP E
11	10.71	1,856.98	1,968.82	2,068.47	2,174.16	2,284.37
12	11.00	1,906.40	2,017.13	2,119.79	2,228.51	2,341.76
13	11.28	1,954.38	2,068.47	2,174.16	2,284.37	2,399.13
14	11.55	2,002.34	2,119.79	2,228.51	2,341.76	2,459.52
15	11.85	2,053.29	2,174.16	2,284.37	2,399.13	2,519.91
16	12.14	2,104.25	2,228.51	2,341.76	2,459.52	2,581.81
17	12.45	2,158.21	2,284.37	2,399.13	2,519.91	2,648.25
18	12.76	2,212.16	2,341.76	2,459.52	2,581.81	2,714.69
19	13.08	2,267.61	2,399.13	2,519.91	2,648.25	2,782.60
20	13.41	2,324.61	2,459.52	2,581.81	2,714.69	2,852.07
21	13.74	2,381.53	2,519.91	2,648.25	2,782.60	2,923.03
22	14.09	2,441.48	2,581.81	2,714.69	2,852.07	2,995.49
23	14.43	2,501.43	2,648.25	2,782.60	2,923.03	3,069.49
24	14.79	2,562.87	2,714.69	2,852.07	2,995.49	3,144.98
25	15.17	2,628.83	2,782.60	2,923.03	3,069.49	3,223.48
26	15.55	2,694.77	2,852.70	2,995.49	3,144.98	3,303.48
27	15.94	2,762.20	2,923.03	3,069.49	3,223.48	3,386.54
28	16.33	2,831.14	2,995.49	3,144.98	3,303.48	3,469.60
29	16.74	2,901.58	3,069.49	3,223.48	3,386.54	3,555.64
30	17.15	2,973.52	3,144.98	3,303.48	3,469.60	3,643.21
31	17.58	3,046.97	3,223.48	3,386.54	3,555.64	3,733.81
32	18.01	3,121.92	3,303.48	3,469.60	3,643.21	3,825.90
33	18.46	3,199.84	3,386.54	3,555.64	3,733.81	3,922.55
34	18.92	3,279.26	3,469.60	3,643.21	3,825.90	4,019.16
35	19.39	3,361.70	3,555.64	3,733.81	3,922.55	4,118.81
36	19.87	3,444.15	3,643.21	3,825.90	4,019.16	4,219.97
37	20.36	3,529.56	3,733.81	3,922.55	4,118.81	4,324.13
38	20.86	3,616.49	3,825.90	4,019.16	4,219.97	4,431.36
39	21.38	3,706.41	3,922.55	4,118.81	4,324.13	4,540.06
40	21.91	3,797.85	4,019.16	4,219.97	4,431.36	4,653.30
41	22.46	3,893.77	4,118.81	4,324.13	4,540.06	4,768.03
42	23.02	3,989.68	4,219.97	4,431.36	4,653.30	4,885.80
43	23.59	4,088.60	4,324.13	4,540.06	4,768.03	5,006.60
44	24.17	4,189.02	4,431.36	4,653.30	4,885.80	5,130.40
45	24.76	4,292.43	4,540.06	4,768.03	5,006.60	5,257.21
46	25.38	4,398.85	4,653.30	4,885.80	5,130.40	5,387.07
47	26.00	4,506.76	4,768.03	5,006.60	5,257.21	5,519.94
48	26.65	4,619.17	4,885.80	5,130.40	5,387.07	5,655.80
49	27.31	4,733.07	5,006.60	5,257.21	5,519.94	5,796.23
50	27.98	4,849.96	5,130.40	5,387.07	5,655.80	5,939.66
51	28.67	4,969.87	5,257.21	5,519.94	5,796.23	6,086.11
52	29.38	5,092.77	5,387.07	5,655.80	5,939.66	6,235.59
53	30.11	5,218.64	5,519.94	5,796.23	6,086.11	6,389.58
54	30.85	5,347.55	5,655.80	5,939.66	6,235.59	6,546.60
55	31.61	5,479.44	5,796.23	6,086.11	6,389.58	6,708.16
56	32.39	5,614.32	5,939.66	6,235.59	6,546.60	6,872.71
57	33.19	5,753.71	6,086.11	6,389.58	6,708.16	7,041.83
58	34.02	5,896.08	6,235.59	6,546.60	6,872.71	7,215.45
59	34.85	6,041.46	6,389.58	6,708.16	7,041.83	7,393.63
60	35.71	6,189.85	6,546.60	6,872.71	7,215.45	7,574.79
61	36.59	6,342.73	6,708.16	7,041.83	7,393.63	7,762.02
62	37.49	6,498.58	6,872.71	7,215.45	7,574.79	7,952.25
63	38.42	6,658.96	7,041.83	7,393.63	7,762.02	8,148.54

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

- A. Annually, the District shall provide a maximum contribution for health benefits to each unit member equal to the cost of Kaiser Medical-Family, District Dental (Delta), District Medical Eye Services and Life Insurance plans. The parties further agree that if an employee has selected the Blue Cross PPO Plan, the District’s contribution to that employee will be at the same participating level as the Blue Cross HMO plan. The District shall continue to pay medical coverage for Domestic Partners and their eligible dependents, provided that the employee or his or her partner submits to the District an approved Domestic Partner affidavit. Cash in lieu: employees who do not use the full District contribution will be paid the excess Health and Welfare monies up to the allotted amount.
- B. Employees shall be entitled to purchase dependent coverage for health insurance and income protection plans via payroll deduction.
- C. Schedule of Benefits

<u>Work Hours for Employees</u>	<u>Level of Benefits</u>
20 - 24 hours (4/8)	50.0 %
25 - 29 hours (5/8)	62.5 %
30 - 34 hours (6/8)	75.0 %
35 - 39 hours (7/8)	87.5 %
40 hours (8/8)	100.0 %

- D. Employees who continue to be employed for the beginning of the next school year shall have insurance benefits under the District's fringe benefit program effective through the months of August and September.
- E. Employees who are employed subsequent to the first day of the school year and serve one-half (1/2) or more of the duty days in the first month of employment (September to June) shall have insurance benefits commence on the first day of the month following the effective date of their employment.
- F. Employees who are employed subsequent to the first day of the school year and who do not serve one-half (1/2) or more of the duty days in the first month of employment (September to June) shall have insurance benefits commence on the first day of the second month following the effective date of their employment.
- G. Employees who terminate their employment shall be under the District's insurance program through the last day of the month for which insurance premiums have been paid.
- H. Employees may opt for early retirement with the District continuing to make a full or, in the case of part-time employees, prorata contribution to health insurance (medical but not dental, vision, and life) for employees under the following conditions:
 - 1. Employees must have reached age 55 but must be less than age 65.
 - 2. Employees must have rendered ten (10) or more years of full or part-time service to the District.
 - 3. The District's contribution toward health insurance coverage shall be the same as provided currently-employed employees, but the level of benefit shall be no greater than that which was held in the year immediately preceding early retirement, except as provided in Section I. below.

4. Employee's health insurance premiums will only be paid by the District for a maximum of seven (7) years or until such time as the employee becomes eligible for Medicare or reaches age 65.
 5. Whenever AFSCME has a credible belief that the costing of health benefits for AFSCME retirees may be affected by subjective factors in determining eligibility for retiree benefits, AFSCME shall be entitled to arrange, at the Union's cost, an audit of the retiree benefit funds and eligibility.
- I. When both a husband and wife who are eligible for early retirement benefits retire from the District, the District will only pay the premiums of one "premium holder" and the spouse will be carried as a dependent (the wife and husband, and not the District, will make the choice of which one is the "premium holder".) In the event of the death of the "premium holder" the District will continue coverage by promptly paying the medical insurance premiums of the surviving spouse. The District shall continue to pay such premiums until the time the surviving spouse reaches age 65 or until the expiration of seven (7) years from the date the surviving spouse retired.
 - J. Except for the express provisions contained in this Agreement, the District's fringe benefit policy and administrative regulations shall control the administration of all health and welfare benefits. The District may modify and revise its rules and regulations governing the administration of the fringe benefit program so long as such modifications or revisions are not contrary to or inconsistent with the terms of this Agreement.
 - K. Coverage shall be continued for the spouse and dependents of a covered employee (if the spouse and dependents do not have other coverage) for the remainder of the year following the death of said employee or for six (6) months, whichever is of a longer duration.
 - L. The following are the Health and Welfare Benefits available to employees during the 2007-08 school year:

Hospital and Major Medical Health Insurance

Identification

Blue Cross PCA or Blue Cross HMO

Blue Cross Power CareAdvocate PPO Plan or Blue Cross HMO

Kaiser Foundation Health Plan

Effective 10/1/98 Plan "Q" includes Chiropractic benefit (20 benefits) with a \$10 co-pay per chiropractic visit.

Domestic Partnership Coverage

Effective 9/11/03 Domestic Partnership Coverage for Domestic Partners and their eligible dependents that submit to the District an approved Domestic Partner affidavit.

* Employers have the option to waive medical coverage with proof of other medical insurance.

Life Insurance

Met Life

\$40,000 Group Term Life and Accidental Death and Dismemberment AD&D (Employee only)

Dental Insurance

District Delta Dental
Safeguard

Plan "A"
ABC USD Custom Plan

Vision

District Medical Eye Services

Employee and Family

- M. The District shall continue to allow employees to enroll in either Safeguard or Delta Dental Plans.
- N. AFSCME shall continue to be entitled to two (2) representatives on the ABC Insurance Committee, one of whom may be the business representative. "Decisions" of the Insurance Committee shall in no way be binding upon AFSCME.
- O. Sick Leave Donation Plan

Effective with the signing of this agreement, employees who want to contribute sick leave or vacation from their own accumulation may do so through voluntary donations to an employee designated as having a catastrophic illness or injury or who has a member of his or her family who suffers from a catastrophic illness or injury. "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. Donations of sick leave or vacation time shall be done with hourly units.

AFSCME will designate the employee eligible for catastrophic donation, but the district may withhold final approval if the Union is being unreasonable. However, in the case of employees on workers' compensation, both the Union and the District must approve such employee as eligible for catastrophic donation.

Unused donations will be returned on a pro-rated basis. The District will make such returns promptly. However, a donating employee cannot change her or his mind and receive the donation back.

Donations to employees outside the bargaining unit shall be facilitated by the District, just as the District in good faith shall attempt to facilitate donations to AFSCME employees from other ABC bargaining groups or non-represented employees. The District or AFSCME shall contact the other employee groups for this purpose.

ARTICLE IX: HOURS AND OVERTIME

- A. Work Week

The regular work week for full-time employees shall consist of forty (40) hours of work, eight (8) hours a day Monday through Friday. If the District wishes to deviate from this, it will negotiate any changes with AFSCME. The regular work week for part-time employees shall consist of less than forty (40) hours of work within a calendar week of not more than five (5) consecutive days.

B. Work Day

1. A full-time work day shall consist of eight (8) hours of work. There shall be no split shifts except in the Transportation Department or any other mutually agreed upon work location.
2. A custodian shall not have his/her regular work hours adjusted for any particular day unless mutually agreed upon in writing by the employee and his/her immediate supervisor. The District shall have the right to adjust a custodian's assigned work hours if there is a need to change the regular work schedule or the summer work schedule.
3. At the beginning of each school year, Central Kitchen Utility Workers will choose their work shift, truck and route by direct order of classification seniority, as in the past.

C. Meal Period

1. Employees who work more than five (5) consecutive hours per day shall be provided and shall take an unpaid, uninterrupted meal period of not less than thirty (30) minutes. Such meal period shall not exceed one (1) hour.
2. When a work period of not more than six (6) hours will complete the day's work, a meal period may be waived by mutual consent of the unit member and his/her immediate supervisor.
3. If the work assigned to an employee is of an emergency nature and prevents the employee from being relieved of all duties during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

D. Rest Periods

1. A full-time employee is entitled to a fifteen (15) minute paid, uninterrupted rest period during each half of the workday.
2. A part-time employee is entitled to a fifteen (15) minute paid, uninterrupted rest period for each three and one-half (3½) hours worked in a workday.
3. An employee shall not be entitled to schedule a rest period in conjunction with a meal period for the purpose of lengthening an off-duty period. However, an employee and his or her supervisor may voluntarily agree upon such a schedule.

E. Overtime

1. Employees shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any time required or authorized to be worked in excess of eight (8) hours in any one workday or forty (40) hours in any calendar week. For purposes of this entire Section E, "work" or "worked" shall mean paid status.
2. Employees who work six (6) or seven (7) days in a calendar week shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for hours worked on the sixth (6th) and seventh (7th) day.
3. Employees who are required to work on a holiday designated in this Agreement shall receive the regular pay for the holiday and shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any time actually worked on the holiday.

- a. "Prescheduled split shifts" shall not be utilized by the District on holidays for any classification except Bus Driver. A prescheduled split shift for a Bus Driver on a holiday shall be arranged by the District in a way in which the driver will receive time and one-half compensation, plus his/her holiday pay, for a total number of hours which will not be less than the number of hours regularly assigned during a weekday. Also, the span of hours between the beginning and end of the work day on the holiday shall not exceed the span of hours on the driver's normal work day.
4. Compensatory time off in lieu of overtime pay may be authorized if mutually and voluntarily agreed upon by the employee and his/her immediate supervisor. Compensatory time shall be provided at the rate of one and one-half (1½) times the actual overtime worked and shall be taken within sixty (60) days of the date it is earned. A maximum of four (4) days of compensatory time may be added to the current year's vacation entitlement.
5. Except in instances where an employee makes a determination that the potential exists for substantial damage to District facilities or for serious injury or death to individuals, employees shall not work overtime unless given direction or authorization to do so by the immediate supervisor.
 - a. As soon as possible after beginning to work unauthorized overtime as described above, the employee shall make a reasonable effort to contact his/her supervisor to receive approval for working the overtime.
 - b. Unauthorized overtime shall not exceed three (3) hours without approval.

F. Call Back Time

Any employee called back to work after normal working hours or on a day not normally worked shall receive not less than three (3) hours of pay at the overtime pay rate, irrespective of the actual time less than that required to be worked, provided at least one-half (½) hour has elapsed since completion of the normal workday assignment or the previous callback period.

G. Extra Time

Employees shall be compensated at the regular rate of pay for any time required to be worked in excess of the regular work schedule in the regular work day or work week which does not qualify as overtime as defined in E.1. and 2. above.

H. Distribution of Overtime

1. Opportunity to work overtime will be rotated according to classification seniority among those employees in the classification at the work site. Work site means site from which the work is assigned.
 - a. When Custodians at a work site decline the overtime (or who do not volunteer in sufficient numbers to perform all overtime) the overtime will be rotated by classification seniority among all off-site Custodians who volunteer for overtime. This shall be accomplished by maintaining at Maintenance and Operations a voluntary overtime list for Custodians who wish to take voluntary overtime at another site. Each June, all Custodians shall be solicited as to whether they wish to be on this list. The list shall be

rotational and arranged originally in descending seniority order. Overtime worked at a Custodian's own site shall not be used for purposes of rotation on this list.

- (1) Management shall identify "preferred overtime assignments" which are continuous and not of a sporadic nature and have been declined by the Custodians at their work site. These assignments shall be offered to Custodians on the voluntary overtime list in seniority order. A Custodian who accepts a "preferred overtime assignment" shall keep the assignment for the remainder of the year or for any portion of the current school year that it is available. Upon mutual agreement between the Union and management, two Custodians may share a "preferred overtime assignment."
 - (2) Any preferred overtime assignment which occurs during the school year shall be offered to the next Custodian on the overtime list who has not been offered a preferred overtime assignment for the year. The list shall rotate throughout the school year.
2. Clean-up after athletic events at Rants Stadium and other stadiums shall be performed by Custodians and Utility Workers. Whenever overtime is required, such overtime shall be made available through the provisions of this Article. Any on-site personnel performing custodial work may be selected to lead the clean-up crew. Only one AFSCME-covered employee shall be selected for such an assignment.
3. When multiple opportunities for working overtime arise within the same period of time, the overtime will be distributed in such a way as to equalize as much as possible for the school year the number of overtime hours offered.
4. When an employee declines an opportunity to work overtime and has at least twenty-four (24) hours advance notice (for Saturday, Sunday and holiday overtime, 36 hours advance notice), this shall be treated, for purposes of equalization, as if the employee had worked the overtime. Experimental program: in Transportation only, the parties agree that for the school year 2007-08, AFSCME and the District shall institute the following rule in order to establish whether such rule in the judgment of the parties will be more effective and more equitable in the distribution of overtime; this rule shall be – “Both (1) when an employee in Transportation declines an opportunity to work overtime and has less than twenty-four (24) hours advance notice (for Saturday, Sunday and Holiday overtime, less than thirty-six (36) hours advance notice), this shall be treated, for purposes of equalization, as no overtime worked or turned down for purposes of equalization AND (2) when an employee in Transportation accepts an opportunity to work overtime with less than twenty four (24) hours advanced notice (for Saturday, Sunday and Holiday overtime, less than thirty six (36) hours advance notice), this shall also be treated, for purposes of equalization, as no overtime worked. Within thirty (30) calendar days of the end of the 2007-08 school year, the parties will meet to decide whether to make this experimental plan permanent. If the parties are unable to agree on its status, this section shall revert to the exact language in the 2005-07 Collective Bargaining Agreement between the parties.
5. Employees shall not be offered overtime work out of classification unless employees within the classification are given first opportunity to perform such overtime work.
 - a. Overtime work available for the classification of Custodian/Utility Worker which is not accepted by the employee in the classification at the work site shall be offered in seniority rotation to other Custodian/Utility Workers in the District before it is offered to employees not in the classification.

6. Before overtime may be assigned on an involuntary basis, (1) all employees in the classification at the work site shall be given the opportunity to volunteer for such overtime; (2) employees in related classifications at the site shall be given the opportunity to volunteer for such overtime, if appropriate; and (3) casual employees including substitutes, limited term, and special project employees doing the work of the classification shall be given the opportunity to volunteer for such overtime.
 - a. Assignment of overtime on an involuntary basis shall be done in reverse order of classification seniority on a rotation basis.
 - b. Involuntary overtime shall not count as overtime worked for the purposes of subsection 1 above.
 - c. In a genuine emergency, employees may be assigned overtime on an availability basis.
 - d. In an elementary school, involuntary overtime shall not be assigned to a custodian who declines voluntary overtime except in an emergency.
7. An overtime seniority list by classification seniority shall be maintained and posted in a prominent place customarily used by employees in that classification.
8. The Transportation Department shall have the following additional rules covering overtime:
 - a. Bus Drivers who desire overtime shall be offered the opportunity to work overtime on the basis of accumulated hours of overtime. A list shall be maintained which ranks drivers by their current accumulated overtime hours. The driver with the least accumulated hours shall receive the next offer of overtime.
 - (1) Overtime refused or not assigned because the driver was not available shall count as if the overtime were worked (subject to section H.4. of this article).
 - (2) New drivers and drivers returning from leave of absence shall be assigned on the list the number of hours which equals the average hours of all drivers on the list at that time.
 - b. Preferred overtime assignments will be distributed separately from the regular overtime list on the basis of classification seniority. For purposes of this section, "preferred overtime assignments" will be defined as overtime assignments which are continuous and not of a sporadic nature.
 - c. There shall be no removal from the overtime list because of refusal of overtime.
 - d. Bus Drivers who have a pre-scheduled run after their regular hours shall stay on the clock for a period of time not to exceed one hour if such time will allow them to start their pre-scheduled run without clocking out. Any bus driver who has clocked out and then clocks in to begin the pre-scheduled run shall receive a minimum of three (3) hours extra pay for the run. An eight-hour driver shall receive a minimum of three (3) hours of overtime pay and a six-hour driver shall receive a minimum of two (2) hours of regular pay and one hour of overtime pay. A "pre-scheduled run" shall mean any offer of work known to the driver before normal clock out time.

- e. An employee who does not work the entire regular work day preceding an evening, weekend or holiday shall not be entitled to an overtime assignment for that evening, weekend or holiday. However, an employee who schedules a doctor or dentist appointment for part of the day, a union activity for part or all of the day, or bereavement, critical family care, or jury duty leave, shall be considered to have worked on such a regular work day; it being understood that, in order to qualify for the doctor or dentist exclusion under this section, the employee shall give at least a two (2) day advance notice.
- f. Whenever an eight-hour bus driver terminates or transfers this eight-hour position shall be filled with a six-hour bus driver in order of classification seniority. Upon signing of this agreement the District shall use this procedure immediately in order to increase the number of eight-hour bus drivers to eleven (11). This minimum 11 eight-hour bus driver cap shall remain throughout the life of the agreement unless amended by the parties.
- g. No eight-hour Bus Driver shall receive time which would be an extra time assignment for a six-hour driver until all six-hour drivers have had the opportunity to work such extra time. Extra time opportunities shall be rotated among the six (6) hour drivers; these hours shall be equalized in the same manner as overtime.
- h. Relief, contract, and substitute drivers are not to do work that regular drivers are available to do, whether overtime or extra time. The parties agree that the only exception to the previous sentence is that a contract driver may be used by the District when the following conditions are met: 1) A school requests a coach for a trip, the destination of which is at least 100 miles away. 2) The school pays for the trip. 3) The school district has no coach in its fleet. 4) The Charter Company will not permit the District driver to drive.
- i. Annually, on the Tuesday proceeding Labor Day, bus drivers will choose their bus runs by direct order of classification seniority. Also, at the same time, drivers will select, by direct order of classification seniority, a bus that has been designated as appropriate to the type and size of the route.
 - (1) Bus runs shall list the exact hours of split shifts, including breaks, lunches, and periods off the clock.
- j. On a date as near to November 1 of each year as possible, bus drivers may rebid routes in direct order of seniority. Selection of buses will not be rebid, the bus to stay with the route.
- k. All Bus Drivers employed as of 5/26/87 will retain full health and welfare benefits, as in the past.
- l. Mountain Drivers. The following mountain training certification process shall be immediately implemented by the District.
 - 1. There shall be a sign-up sheet for mountain certification.
 - 2. Classroom instruction shall be for no less than eight (8) hours.
 - 3. Behind the wheel training in the mountains (including chain installation) shall be provided by a State Certified Instructor. Each trainee will receive a minimum of forty-five (45) minutes behind the wheel.

4. Each trainee shall ride along with a certified mountain driver on a “drop off” to camp (with students.) Such trainee shall drive back to the District with a certified mountain driver (no students.) The driver can terminate the trainee’s driving if he or she feels the trainee’s driving is unsafe.
 5. Each trainee shall drive with a certified mountain driver in order to “pick up” at camp (no students.) The driver can terminate the trainee’s driving if he or she feels the trainee’s driving is unsafe.
 6. Each trainee then shall ride along with a certified mountain driver back to ABCUSD (with students.)
 7. Then, on the first trip (with students) to the mountains, a State Certified Instructor will ride along in order to determine certification.
 8. Successful training for mountain driving will result in certification by a State Certified Instructor.
 9. Upon completion, a certificate will be placed in the certified mountain driver’s file.
- m. If a bus driver volunteers to work Senior High School Graduation Nights, and must clock out early to avoid being on the clock for an extended period of time which would exceed the standards of the State, the employee shall receive an additional two hours of straight time as compensation, even though such employee shall not have worked such additional two (2) hours.
- n. Bus Drivers shall be covered by this Agreement during the summertime. Opportunity to work summer school shall be by classification seniority. When there is not enough work during summer school because of declining attendance, the District shall not have to go through the layoff procedure in order to reduce the number of summer school drivers, but shall nevertheless withdraw this assignment in reverse order of seniority. Bus Drivers in the summer time shall have full recourse to the grievance, arbitration, and hearing officer process in this collective bargaining agreement, except that if the District proposes discipline where no change in the employee's personnel record is to be made, then the Union shall be limited to the grievance and arbitration process (and not the hearing officer process.)

ARTICLE X: VACATIONS AND HOLIDAYS

A. Vacation

1. All employees who are employed on a regular work schedule, five (5) days per week, shall be entitled to annual vacation according to the following schedule:

Twelve-Month Work Year	
Complete Years of Service	Number of Vacation Days Per Year
1 - 2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
and above	
Eleven-Month Work Year	
Completed Year of Service	Number of Vacation Days Per Year
1 - 2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11	20
12	21
and above	
Ten-Month Work Year	
Completed Years of Service	Number of Vacation Days Per Year
1 - 2	10
3	11
4	12
5	13
6	14
7	15
8	16
9	17
10	18
11	19
12	20
and above	

2. Employees shall be entitled to use annual vacation upon receiving approval of the employee's immediate supervisor prior to the requested vacation date(s). Twelve (12) month employees shall not have mandatory vacation time.
 - a. Employees may be granted vacation during the school year even though not earned at the time vacation is taken.
3. Supervisory response to employee vacation requests shall be prompt.

4. Probationary employees shall not be entitled to take more than six (6) days vacation until satisfactory completion of the probationary period.
5. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week, regardless of the number of hours or days per week, shall be entitled to pay for vacation at a rate equal to the amount earned for an average work day within the current pay period (one-half month) or the preceding pay period (one-half month) when the first day of a vacation which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.
6. Twelve-month employees who do not take vacation during the fiscal year in which it is earned may carry over accumulated vacation into the succeeding year for a period not exceeding ten (10) months.
 - a. Earned vacation days not taken during the allotted period shall not be accumulative.
7. Ten and eleven-month employees shall use their vacation entitlement during Winter recess, Spring recess or on other non-duty days during the current ten or eleven-month employment period. In order to receive paid leave during the spring recess, ten and eleven month employees who have not yet completed four (4) years of District service and therefore, do not have enough earned vacation to maintain full pay during the Spring recess, may use any unused PN leave and up to two (2) days of sick leave.
8. Any exceptions to provisions 6. and 7. above shall be made only by special request to the employee's immediate supervisor.
9. It is the intent of the parties that each employee be permitted to take, and actually does take, his/her full accrued vacation. However, in unusual situations, if an employee is not permitted to take his/her full annual vacation during the allotted period, the amount not taken shall either accumulate for use in the next year or be paid for in cash.
10. If an employee resigns, retires, or is terminated and has used more vacation days than earned, the amount of pay for days used but not earned shall be deducted from the final pay warrant of the employee.

B. Holidays

1. An employee shall be entitled to the paid holidays listed on the calendar, provided the employee is in paid status during the working day immediately preceding or the working day succeeding the holiday.
2. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
3. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week, regardless of the number of hours or days per week, shall be entitled to pay for holidays at a rate equal to the amount earned for an average work day within the current pay period (one-half month).
4. Any employee assigned to a Children's Center may be assigned an alternate holiday by the immediate supervisor if the Children's Center is open to provide service to the community on

any given holiday. The alternate holiday shall be one and one-half (1½) times the regular holiday and shall be assigned no later than the end of the calendar week immediately following the calendar week in which the regular holiday occurs.

5. Employees who are not normally assigned to duty during the Winter and Spring holiday periods (as specified in the calendar) shall be paid for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and the Spring Recess local holiday provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding each of the holiday periods.

ARTICLE XI: CALENDAR

- A. The scheduling of duty days for employees shall be as set forth in the Operational/Support Services Employees Classified Calendar contained on the following pages of this agreement.
- B. Employees assigned to annual work schedules of 11 months per year shall work all duty days for the assigned 11 calendar months or they may be assigned an alternate annual work schedule which includes the 10 calendar months of September through June and a combination of duty days in the months of July and August which, when added together, equal the 11th month of service.
 1. Employees shall secure the approval of their immediate supervisors before scheduling a non-duty month (22 week days) which does not coincide with a calendar month.
 2. All employees assigned to an annual work schedule of 11 months per year will be paid for the month of July for any work performed during the months of July and August regardless of whether the work was actually performed in the month of July or the month of August or a combination of duty days occurring during those two months.

**ABC UNIFIED SCHOOL DISTRICT
OPERATIONAL/SUPPORT SERVICES**

July 1, 2008 - June 30, 2009

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	x1	x2	x3	*4					x1	*1	[2]	[#3]	&4	@5			1	2	3
x7	x8	x9	x10	x11	x4	x5	x6	x7	x8	8	9	10	11	12	6	7	8	9	10
x14	x15	x16	x17	x18	x11	x12	x13	x14	x15	15	16	17	18	19	13	14	15	16	17
x21	x22	x23	x24	x25	x18	x19	x20	x21	x22	22	23	24	25	26	20	21	22	23	24
x28	x29	x30	x31		x25	x26	x27	x28	[29]	29	30				27	28	29	30	31
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
					1	2	3	4	5				*1	x2					
3	4	5	6	7	8	9	10	11	12	5	6	7	8	9	2	3	4	5	6
10	*11	12	13	14	15	16	17	18	19	12	13	14	15	16	*9	10	11	12	13
17	18	19	20	21	x22	x23	(24)	*25	x26	*19	20	21	22	23	*16	17	18	19	20
24	25	26	*27	(28)	x29	x30	(31)			26	27	28	29	30	23	24	25	26	27
MARCH					APRIL					MAY					JUNE				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
							1	2	3					1	1	2	3	4	5
2	3	4	5	6	6	7	8	9	(10)	4	5	6	7	8	8	9	10	11	12
9	10	11	12	13	x13	x14	x15	x16	x17	11	12	13	14	15	15	#16	&17	@18	19
16	17	18	19	20	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
23	24	25	26	27	27	28	29	30		*25	26	27	28	29	29	30			
x30	31																		

- []-----Bus Drivers on Duty-August 29, September 2 and September 3
- x ----- Non-Duty Days for 10-month Bus Drivers, School Nutrition Service workers
- * ----- Legal Holidays
- ()-----Local Holidays for all employees
- # ----- School Opens/Closes (Haskell and Ross Middle School 7th grade students only)
- @-----School Opens/Closes (Carmenita Middle School 8th grade students only)
- &----- School Opens/Closes

NUTRITION SERVICES*

Central Kitchen Warehouse Worker, Cook, Five (5) Food Service Assistant II's, and Two (2) Utility Drivers selected order (as needed), will be assigned additional duty on Tuesday, September 2 and Wednesday, September 3, 2008. In addition, based on production needs of the Central Kitchen, additional duties (optional) will be assigned on as needed basis on Jan. 2nd and April 17th, 2009.

All other Nutrition Services Workers will be assigned additional duty (optional) depending upon the needs of the department beginning Thursday, August 28th through Wednesday, September 3rd, 2008.

ABC UNIFIED SCHOOL DISTRICT

OPERATIONAL/SUPPORT SERVICES EMPLOYEES CLASSIFIED CALENDAR

CALENDAR FOR 2008 – 2009

FISCAL YEAR BEGINS.....	July 1, 2008
LEGAL HOLIDAY (Independence Day).....	July 4, 2008
LEGAL HOLIDAY (Labor Day)	September 1, 2008
FIRST DAY FOR TEACHERS.....	September 2, 2008
CLASSES BEGIN (Haskell and Ross Middle Schools 7 th Grade Students Only)	September 3, 2008
CLASSES BEGIN	September 4, 2008
CLASSES BEGIN (Carmenita Middle School 8 th Grade Students Only).....	September 5, 2008
FIRST QUARTER ENDS	November 7, 2008
LEGAL HOLIDAY (Veteran’s Day)	November 11, 2008
ELEMENTARY STUDENT FREE DAY	November 26, 2008
LEGAL HOLIDAY (Thanksgiving Day)	November 27, 2008
LOCAL HOLIDAY (Day after Thanksgiving).....	November 28, 2008
SCHOOL WINTER HOLIDAYS (10-Month Employees)	December 22, 2008 through January 2, 2009
LOCAL HOLIDAY (Christmas Eve)	December 24, 2008
LEGAL HOLIDAY (Christmas Day).....	December 25, 2008
LOCAL HOLIDAY (New Year’s Eve)	December 31, 2008
LEGAL HOLIDAY (New Year’s Day).....	January 1, 2009
LEGAL HOLIDAY (Martin Luther King Jr.’s Day).....	January 19, 2009
SECOND QUARTER ENDS	January 29, 2009
SECONDARY STUDENT FREE DAY.....	January 30, 2009
LEGAL HOLIDAY (Lincoln’s Day).....	February 9, 2009
LEGAL HOLIDAY (Washington’s Day).....	February 16, 2009
NON-DUTY DAY (Cesar Chavez’s Day)	March 30, 2009
THIRD QUARTER ENDS	April 3, 2009
LOCAL HOLIDAY (Good Friday)	April 10, 2009
SCHOOL SPRING HOLIDAYS (10-Month Employees).....	April 13 through April 17, 2009
LEGAL HOLIDAY (Memorial Day)	May 25, 2009
LAST DAY FOR STUDENTS (Haskell and Ross Middle Schools 7 th Grade Students Only).....	June 16, 2009
LAST DAY FOR STUDENTS	June 17, 2009
LAST DAY FOR STUDENTS (Carmenita Middle School 8 th Grade Students Only).....	June 18, 2009
LAST DAY FOR TEACHERS	June 18, 2009

ARTICLE XII: TRANSFERS AND VACANCIES

A. Transfers

1. Definition

A transfer is the relocation of an employee from one work site to another work site. Transfers fall into two categories:

- a. Voluntary transfers that are initiated at the request of an employee so that the employee remains in the same classification or is demoted to a lower classification.
- b. Involuntary transfers that are initiated by the District so that the employee remains in the same classification or is assigned to a classification at the same salary level.
- c. For purposes of this Article, "the same classification" means the exact same classification title.

2. Voluntary Transfers

- a. Employees may file a request for transfer at any time during the school year. Such requests shall remain active for the current school year only.
- b. Voluntary transfers shall be affected in such manner as to maintain the efficient operation of the District.
- c. If they are to be honored over the summertime, requests for transfer for the next ensuing school year shall be on file with the Personnel Office not later than June 30.
- d. A request for transfer shall include the number of hours the employee desires, specific work location desired (if any), and the maximum/minimum months the employee is willing to work.
- e. The filing of a request for transfer is without prejudice to the employee. Such requests shall not jeopardize the employee's present position.
- f. All requests for transfer shall be submitted on the proper District form to the Personnel Office.
- g. When a position other than a day custodian position is to be filled by the District, the following protocol shall be used by the District. All other factors being equal, transfer requests will be given preferential consideration for vacant positions over candidates referred from an eligibility list. Length of service in the District will be a factor in the consideration of candidates.
- h. When a day custodian vacancy occurs and there are at least three (3) requests for a day position transfer from other custodians (whether days or evenings), only transfer requests will be considered. If there are less than three (3), the custodian eligibility list shall be used to complete the minimum of three (3) ranking people

for the selection process. For example, if there are two (2) requests for transfer the highest ranking person from the eligibility list shall be included in the selection process. If more than one (1) person is tied for the top position on the list, they will be included in the interview process.

- i. Employees interviewed for a known vacancy will be notified when a selecting administrator has made a final selection.
- j. Employees who are interviewed and not selected for a vacancy may request and will be granted a conference with the selecting administrator to discuss the reason(s) for the denial of the request for transfer. An AFSCME representative may be present at this conference if requested by the employee.
- k. Probationary employees who are new employees of the District are not eligible for voluntary transfers, except in rare instances where AFSCME has been notified. Probationary employees also shall not be eligible for upgrade or temporary assignment to a higher classification.

3. Involuntary Transfers

- a. Involuntary transfers may be made for any of the following reasons:
 - (1) To decrease the number of employees in a school/department because the school/department is overstaffed.
 - (2) To decrease the number of employees in a school/department because of reduced enrollment or bona fide reorganization.
 - (3) To meet changes in needs such as addition, deletion or modification of programs and/or specific program requirements.
 - (4) To carry out a site/program supervisor's recommendation that the transfer of an employee will likely result in a more satisfactory level of service by the employee.

[1] Procedure to be followed in effecting such a transfer.

[a] The employee's immediate supervisor shall state in writing his/her concern over the employee's service.

[b] The employee will be given ninety (90) working days to improve his/her service in accordance with standards established by the immediate supervisor.

[c] If at the end of the ninety (90) working day period, the employee has not met the criteria as established in item (b) the immediate supervisor may proceed with the request for an involuntary transfer.

- (5) To deal with an extraordinary situation in which the Superintendent concludes that failure to act will have a deleterious effect on the work site or

students/employees thereof and the transfer of the employee will be in the best interest of the District.

- b. Voluntary transfers will be given consideration prior to involuntary transfers for reasons (1), (2), and (3).
- c. Criteria to be considered in carrying out involuntary transfers (1), (2), and (3).
 - (1) The specific qualifications of the employee.
 - (2) The number of work hours assigned to the employee.
 - (3) The date of hire of the employee. The employee at the work location with the latest hire date will be transferred unless there is good reason for bypassing such employee. Such reasons may include the maintenance of a well-balanced staff in terms of experience, race, ethnic and general background, sex, age and specific qualifications.
- d. Site administrators shall notify employees when they are being considered for an involuntary transfer. Upon request, the site administrator shall meet with the employee to discuss the reasons for considering that employee for an involuntary transfer. An AFSCME representative(s) may be present at this meeting if requested by the employee.

B. Vacancies

1. Definition

A vacancy is an existing regular position vacated by an employee or a newly established regular position to be filled by an employee.

2. Vacancy Notices

- a. A notice of job vacancy shall be posted on all employee bulletin boards in the District when a vacancy is to be filled and an eligibility list for the classification does not exist.
- b. A vacancy notice shall include classification title, salary for the classification, a brief description of typical tasks of the classification, the minimum qualifications required for the classification, the work schedule(s) for which candidates are sought, the posting date, and the final date for filing applications.
 - (1) A vacancy notice may specify that only regular employees of the District are eligible to apply or that all qualified applicants (employees and other candidates) may apply, taking into consideration the following criteria:
 - (a) Necessity for meeting diversity goals.
 - (b) The number of qualified and interested employees available.
- c. A vacancy notice shall be posted for at least seven (7) working days.

- d. Whenever a vacant full-time position within a classification above entry level is to be filled, and an eligibility list for the classification is currently in effect, a notice of such vacancy shall be posted on all employee bulletin boards in the District for at least ten (10) working days in order to provide employees an opportunity to file transfer requests.
3. Filing of Applications
- a. An employee may apply by submitting a completed application to the Personnel Office on or before the final date for filing applications.
 - b. Probationary employees who are new employees of the District are not eligible to apply for vacancies.
4. Screening, Testing and Selection
- a. For purposes of this section, "paper screening" is defined as reviewing applications for meeting minimum qualifications. Paper screening by the District shall be accomplished in a fair, relevant, and consistent manner.
 - b. Tests used for ranking candidates shall be job related, fair and consistent. Cutoff scores for each test shall be established before the test is given, and such cutoff scores shall be provided to each candidate before the test is given.
 - c. Whenever more than three applicants pass the test, the District will establish an interview panel. A qualifications appraisal panel will consist of one AFSCME member named by AFSCME and two persons named by the District. The District will not have the management employee who makes the decision for whom to hire on the qualifications appraisal panel.
 - d. Selection shall be made from the top three (3) candidates certified by the Human Resources Department unless a reemployment list takes precedent or a transfer or demotion candidate is selected.
 - e. Selection interviews shall not include questions which tend to limit an employee's promotional or transfer opportunity because of his/her race, religion, color, national origin, ancestry, sex, sexual orientation, physical handicap, mental handicap or age. Selection interviews shall also not include questions or statements which tend to invade the privacy of employees.
 - f. Eligibility lists shall expire after six (6) months duration. However, at the discretion of management, they may be extended for a period not to exceed an additional six (6) months.
 - g. All factors being relatively equal, employees eligible for promotion or selection for positions of equal salary level will be given preferential consideration for vacancies over candidates who are not employees. Length of service in the District will be a factor in the consideration of candidates.
 - h. Employees who apply for positions within the District shall, upon request, be provided with pertinent information pertaining to the selection procedures. Pertinent information shall include employees' test scores.

- i. Employees who are interviewed and not selected for a vacancy may request and will be granted a conference with the selecting administrator to discuss the reason(s) for not being selected.

ARTICLE XIII: RECLASSIFICATION PROCEDURES

A. Definition

Reclassification is the placement of a position encumbered by an employee in a classification which is different from the classification in which the position was previously placed. Reclassification as it applies to this section shall be limited to placement of a higher salary range based on the change in existing responsibility caused by an increase in the level of assigned duties.

1. Other reclassification issues shall be initiated by AFSCME or the District and resolved through the meet and negotiation process.

B. Requests for Position Analysis

1. Requests to have a position analyzed for possible reclassification may be made by an employee, or the employee's immediate supervisor. It is the intent of the parties that reorganization shall not be accomplished by the District through this article.
2. All requests to have a position analyzed shall be made on a Position Analysis Request form. The District's form for this purpose shall not call for the supervisor's signature.
3. Any completed Position Analysis Request received by the Human Resources Office shall be presented to the Classification Committee for review and determination as to whether or not there is sufficient justification for conducting a position analysis. AFSCME shall be entitled to thirty percent (30%) representation on the Classification Committee.
4. Within ten (10) working days of receipt of a position analysis request by the Human Resources Office, the unit member shall be notified of the date on which the request will be reviewed by the Classification Committee. The Classification Committee shall meet to review the request within one (1) calendar month of the date of receipt of the request by the Human Resources Office. However, no requests will be reviewed by the Classification Committee during the months of July and August.
5. Employees shall be notified of the status of their requests for position analysis after the Classification Committee has made a determination whether or not a position analysis shall be conducted. The President of AFSCME Local 2229 shall be notified by the Human Resources Office at the same time the employees are notified.

C. Appeals

1. An employee shall have the right personally to appeal a denial of a position analysis request to the Classification Committee.
 - a. The employee shall have the right to have an AFSCME representative present to observe or to present the appeal.

2. A request to personally appear before the Classification Committee shall be made in writing to the Human Resources Office.
3. The Human Resources Office will schedule all current appeal requests for the next meeting of the Classification Committee.
4. Following the presentation of an appeal, the decision of the Classification Committee as to the disposition of the position analysis request shall be final.

D. Position Analysis

1. The Personnel Office shall analyze or cause to have analyzed all positions approved for analysis by the Classification Committee.
2. Upon completion of the position analysis, the position analyzed will either be recommended for reclassification to the Board of Education or the employee and AFSCME will be notified of the reasons for not recommending reclassification.

E. Effects on Incumbents

1. If a position is reclassified to a higher classification, the incumbent shall be automatically entitled to serve in the higher-level position. This section means that the incumbent shall not serve a new probationary period.
 - a. An employee who is reclassified with his/her position shall receive step A on the newly-assigned salary range, or the step on the new range which provides an increase of at least five percent (5%) unless the highest step on the new range is less than five percent (5%) above the current salary.

F. Special Conditions

1. New positions will not be considered for reclassification until at least one (1) year has elapsed since the creation of the position.
2. Positions which have been reclassified will not be considered for further reclassification until at least one (1) year has elapsed since the previous reclassification.
3. The phrase "to do related work as required" or similar such phrases in class descriptions shall be construed to mean that unit members may be assigned work similar to and at the same relative level of responsibility as defined in the typical tasks section of the class description.

It is intended that employees shall not be assigned work that is of a higher responsibility level than described for the class to which they are assigned, except when there is a gradual increase in the level of assigned duties or a sudden change resulting from bona fide reorganization which will subsequently be given appropriate consideration for reclassification.

ARTICLE XIV: LAYOFF AND REEMPLOYMENT

A. Layoff

1. Employees subject to layoff shall be given notice of layoff not less than thirty (30) days prior to the effective date of layoff. They shall be informed of their bumping rights and reemployment rights.
 - a. In cases of emergency, when the District has an actual and existing financial inability to pay salaries of classified employees resulting from causes not foreseeable or preventable by the Board of Education, the affected employees shall be given notice of layoff any reasonable length of time prior to the effective date of the layoff.
2. The reason(s) for layoff shall be for lack of funds and/or lack of work. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
3. The District shall not lay an employee off for disciplinary reasons or as retaliation for the exercise of union, legal or constitutional rights.
4. The order of layoff within a classification shall be determined by seniority according to classification seniority.
 - a. Employees who have been on personal leave of absence (without pay) shall have their dates of hire adjusted to account for periods of non-paid status.
 - b. Employees who have been reinstated following a separation from service shall have their dates of hire adjusted to account for periods of non-employment.
 - c. The employee who has the least seniority in the classification, plus higher classifications, shall be laid off first.
 - (1) In the event of equal seniority, preference shall be given to the employee with the longest total service in the district (regardless of bargaining unit), determined by original date of hire. If a tie still exists, the employees will draw lots to determine preference.
5. When it has been determined that a layoff will take place, the District shall prepare and post for inspection in appropriate places a seniority list by classification, containing names and seniority dates.

B. Bumping Rights

1. An employee who is to be laid off may exercise bumping rights within his/her classification in order to protect employment provided that:
 - a. The employee has more seniority in the classification plus higher classifications than the employee being bumped.
 - b. The employee bumps the least senior employee under the classification title with an equal work schedule.

2. If the employee has no bumping rights in an equal work schedule under the classification title, he/she may bump an employee in a lesser work schedule who has the least seniority in the classification plus higher classifications. An employee bumping into a lesser work schedule shall be placed on a reemployment list for his/her former work schedule for a period of sixty-three (63) months.
3. If the employee has no bumping rights under the classification title, he/she may bump an employee in a lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising bumping rights has more seniority in the lower classification plus all higher classifications. Such employee bumping into a lower classification shall be placed on a reemployment list for his/her former class title and work schedule for a period of sixty-three (63) months. An employee exercising bumping rights under a lower classification title may not bump an employee working in a higher work schedule than that in which the senior employee worked while assigned that title.
4. An employee may not bump any employee assigned a higher work schedule.
5. An employee who has no bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a reemployment list for his/her former classification for a period of thirty-nine (39) months.
 - a. If an employee waives the opportunity to exercise bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a reemployment list for his/her former classification for a period of sixty-three (63) months.

C. Reemployment

Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will only be offered reemployment while their names remain on the reemployment list.

1. The District shall by certified or registered mail offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.
 - a. It shall be the responsibility of any laid-off employee to provide the District, during a layoff, with his/her current mailing address.
2. While a reemployment list is in effect, no new employees will be hired in classifications for which laid-off employees have reemployment rights. Also no work will be contracted out in these classifications while a reemployment list is to be in effect.
3. An employee on a reemployment list will be given a maximum of two (2) offers of reemployment in his/her former classification. After a second refusal of reemployment, no additional offers will be made and the employee's name will be removed from the list.
4. If an employee is on an eligibility list and is laid off, he/she shall retain that position on the list until he/she is placed or the list is abolished.

5. Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
6. Laid off employees do not accumulate seniority credit while on reemployment lists.

ARTICLE XV: EVALUATION PROCEDURES AND DISCIPLINE

A. Frequency of Evaluation

A probationary employee shall be evaluated at least twice during the probationary period. A permanent employee shall receive a formal written evaluation at least once every two (2) years unless otherwise requested by the employee.

B. Evaluator

The evaluator shall be the employee's immediate supervisor (who shall not be in the AFSCME operational/support services bargaining unit) and/or any other management employee with knowledge of the employee and the program, and consistent with the stated purpose of this article. An employee shall be notified of who is to be his/her evaluator within thirty (30) calendar days of the appointment of the employee to the position.

C. Evaluation Conference

1. Whenever a formal evaluation is done, an evaluation conference will be held between the employee and the evaluator. The evaluator will present a written evaluation on appropriate District forms and discuss it with the employee. The employee shall sign the evaluation signifying only that the employee has read the document and has been given a copy. (Refusing to sign the evaluation shall not be insubordination and shall not be subject to discipline.)
 - a. During years in which an employee does not receive a formal written evaluation, an informal conference may be held between the employee and the evaluator (and/or designee).
2. An employee shall have a period of fifteen (15) days following the evaluation conference to prepare and submit a written reaction in response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the employee's personnel file (however, if the written response causes the District to modify its evaluation, then both the original evaluation and the written response described in this section shall not be placed in the employee's file).
3. Any negative evaluation shall:
 - a. Identify areas where improvement is needed;
 - b. Offer specific suggestions for improvement;
 - c. List steps that will be taken to assist the employee to improve, if applicable.

D. Remedial Action

The evaluator and the employee shall make a good faith effort to take such remedial action as is necessary to correct any deficiencies in the employee's performance as cited in any evaluation.

Except for serious misconduct, such remediation will include the following steps:

- a. Informal oral notification of a problem followed by a reasonable period of remediation.
- b. Informal written notification signed by both evaluator and employee and followed by a reasonable period of remediation.
- c. Formal written notification which may be placed in the employee's personnel file.

E. Frequency

The evaluator may prepare evaluations or progress reports on a schedule more frequent than that described in this Article and may conduct progress reports verbally and/or in written form.

F. Derogatory Information or Allegations

Derogatory information or allegation(s) by persons other than the evaluator shall be included as a part of the evaluation and/or progressive disciplinary process only if the completion of the following steps verifies the allegation(s):

1. The evaluator has notified the employee in writing of the allegation(s) within twenty (20) days of the alleged event or when the evaluator could reasonably be expected to know of the event which gives rise to the allegation(s).
2. The employee has been notified in writing of the allegation(s), and such allegation(s) shall be signed by the complainant.
3. The employee has been afforded an opportunity to meet with and question the person or persons making the allegation(s). The employee shall have the right to have an AFSCME representative present during such a meeting. The allegation(s) in any form will not be placed in the employee's personnel file if the complainant refuses to attend the meeting.
4. The alleging party has been apprised of legal constraints under which derogatory material may be placed in an employee's file and the allegation(s) has not been withdrawn.
5. The employee has had the opportunity to have his/her written response to the allegation(s) included in the file.

G. Personnel File Material

1. Materials in personnel files (district and site) of employees which may serve as a basis for affecting the status of their employment shall be made available for inspection by the person involved.

- a. Site files shall be kept in one designated place at the site.
 - b. No derogatory materials prepared by the district as part of the evaluation process may be used against an employee in a disciplinary hearing unless it has been previously provided the employee under the terms of this article.
2. The personnel files shall contain the evaluations of the employee's performance and any attachments as provided for in this article.
 3. Information of a derogatory or corrective nature shall not be placed in an employee's personnel file (district Personnel or site file) until the employee is supplied with a copy within a reasonable period of time after the occurrence of the incident and the employee has had an opportunity to respond in writing to the material.
 - a. An employee may inspect materials in his/her personnel file (district Personnel or site file) at a time mutually convenient to the employee and the administrator(s) charged with maintaining the file. Such inspection shall not occur during the employee's regular working hours.
 - b. An employee may be accompanied by his/her AFSCME representative at such time as he/she is given an opportunity to review the material in his/her personnel file.

H. Lawful, Non-work-related Activities

Evaluation of an employee's performance shall not be predicated upon lawful, non-work-related personal activities.

I. Employee Response

An employee desiring to prepare a response to an adverse evaluation, progress report, or other material in his/her personnel file shall not be released from work for such purpose.

J. Judgment of Evaluator

Nothing in Sections A through I of this Article shall be construed to allow for any interpretation, application or alleged violation with regard to the substantive standards, objectives, assessment techniques or criteria determined by the evaluator or the District nor shall it be construed to contest the judgment of the evaluator; any grievance shall be limited to a claim that the evaluation procedures in this Article have been violated or that there has been an unreasonable application of the procedures.

K. Discipline and Discharge

1. No employee shall be discharged, suspended, reprimanded, demoted, negatively evaluated, or otherwise disciplined except for just cause. Except for major offenses such as theft, gross insubordination, assault, and sabotage where the penalty shall be discharge, the ABC Unified School District shall utilize the steps of progressive discipline. When an employee is suspended for more than three (3) days, discharged, or demoted, he/she shall not have the right to grieve under this Contract, but instead shall have the right to appeal under Board of Education policy and procedures. However, if under these policies and procedures the Board of Education wishes to appoint a hearing

officer, such hearing officer shall be obtained by the parties by alternately striking from the following list:

Howard Block
Fred Horowitz
Jill Klien
Ken Perea
Thomas Roberts

The alternate shall be Walter Kaufman.

If one of the above hearing officers retires or declines to participate, Walter Kaufman shall be placed on the list. If more than one of the designated hearing officers retires or declines to participate, the parties shall meet to select a new hearing officer in addition to Mr. Kaufman.

2. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee for refusing to submit to a polygraph examination.

ARTICLE XVI: LEAVES OF ABSENCE

A leave of absence is an authorization for an employee to be absent from duty for an approved purpose and generally for a specific period of time.

With the exception of any unpaid leave (see Article XVI, Section F), a leave protects the employee by holding a place for such employee in the District until the leave expires, with the right to return to the assignment he/she vacated at the conclusion of the leave, providing such an assignment still exists at the work location. If not, the employee shall be reassigned by the District to an assignment similar to the one held at the time leave was granted.

Employees may request leave of absence in accordance with the leave provisions.

A. Leaves of Absence - General

1. Leaves of Absence -- With Pay

- a. Bereavement
- b. Critical Family Illness
- c. Illness or Accident (Sick Leave)
- d. Industrial Accident and Illness (Coordinated Pay)
- e. Jury Duty and Witness
- f. Maternity
- g. Personal Necessity

2. Leaves of Absence -- Without Pay

- a. Personal
- b. Unauthorized

3. Benefits While On Paid Leaves Of Absence

- a. Employees on approved paid leaves of absence will have the leave time count toward sick leave, seniority, earned vacation, step advancement, and eligibility for other leaves except for the following: While on 50 percent sick leave pay, employees shall be entitled to only 50 percent holiday pay.
- b. Employees on approved paid leaves of absence shall not be considered to have a break in service for purposes of participating in Fringe Benefits with District paid premiums.

4. Benefits While On Unpaid Leaves Of Absence

- a. Employees on approved unpaid leaves of absence shall not have the leave time count toward sick leave, seniority, earned vacation, step advancement, or eligibility for other leaves.
- b. Employees on approved unpaid leaves of absence will be eligible to participate in health and welfare benefits provided they pay the full cost of premiums for self and for family members, if applicable. To remain eligible for participation, employees shall remit the full amount of premiums to the District one (1) month in advance of the month of the benefit coverage. Employees who fail to remit the premiums as provided above shall be deemed to be ineligible for further participation in the benefit program. Continuation of such participation shall be subject to the underwriting rules of the various insurance carriers.

- (1) If an employee is in paid status one-half (½) or more of the month in which an approved unpaid leave begins, the District will make its regular contribution to the employee's fringe benefit coverage at the first of the month following the start of the leave.

Thereafter, the employee may participate under the conditions enumerated in D. 2. above.

- (2) If an employee is in paid status less than one-half (½) of the month in which an approved unpaid leave begins, the employee will be responsible for the full amount of any premiums to be paid at the first of the month following the start of the leave.

5. Unpaid Leave & Step Advancement - Employees on unpaid leave of absence who have been in paid status for 75 percent or more of the required days of service in a given school year will have the year count toward step (increment) advancement on the Salary Schedule. "Seventy-five percent of the required days of service" means 195 days for twelve (12) month work schedules, 179 days for eleven (11) month work schedules, 163 days for ten (10) month work schedules including holidays, paid leaves and vacation.

6. Returning to Service from an Unpaid Leave - An employee returning to service from an unpaid leave of less than thirty (30) calendar days shall be entitled to return to the same position as that to which the employee was assigned when he/she applied for the leave.

An employee returning to service from an unpaid leave of absence of more than thirty (30) calendar days shall, if an assignment still exists, be reassigned to the same position

from which the leave was granted; if not, the employee shall be returned to an assignment similar to the one held at the time leave was applied for. However, in no event shall an employee be reassigned to a new classification as a result of taking, or returning from, an unpaid leave.

7. Requests to Return to Service Prior to the Expiration Date - Requests to return to service prior to the expiration date of an approved unpaid leave will be considered on the basis of convenience to the District and the reasonableness of the employee's request. The District shall not be under any obligation to permit an early return from unpaid leave.
8. No Benefit of Paid Leave While on Unpaid Leave - While on an unpaid leave of absence of thirty (30) or more days or on unauthorized leave, employees shall not be eligible to benefit from any paid leave of absence provided by this article.
9. Failure to Return After Unpaid Leave - Unpaid leaves shall not be extended except as specified under Illness or Accident Leave and Industrial Accident and Illness Leave. Employees shall return to work at the expiration of an approved leave or shall resign from the District. If an employee fails to report for duty or resign from the District at the expiration of an approved leave, this shall be considered sufficient cause for dismissal.
10. Request Procedure for Paid Leaves of Absence
 - a. Employees who need to take leave of absence for Bereavement, Critical Family Illness, Industrial Accident or Illness, Illness or Accident, or Personal Necessity shall orally notify their immediate supervisor as soon as possible after the need becomes known.
 - (1) Employees whose daily work schedules begin by 9:00 a.m. and who do not know that they will need to be absent until after 4:30 p.m. of the day preceding their absence shall notify the District Human Resources Office by calling the District's "Electronic Secretary" at least one and one-half hours (1½) prior to the scheduled reporting time for the day of the emergency absence.
 - (a) As soon as an employee's work location is open for business, the employee shall, if conditions permit, phone and give the following information:
 - [a] Details of length and reason for absence.
 - [b] Helpful suggestions for substitute.
 - (2) Employees whose supervisors have informed them that they will not be required to call the "Electronic Secretary" or whose work schedules begin after 9:00 a.m. shall notify their immediate supervisor of their absence by the time and method established by the immediate supervisor.
 - b. Employees who need to take leave of absence for Jury Duty and Witness or Maternity shall submit a request for such leave on the proper District form to the Human Resources Office through their immediate supervisor.
 - (1) Where possible, requests for Maternity leaves shall be made at least one (1) month prior to the commencement of such leaves.

- (2) Requests for Jury Duty or Witness Leaves shall be made as soon as possible after an employee receives a Court Order to appear.
- c. Employees requesting paid leaves of absence shall provide the following information in support of their request for such leave.
 - (1) Industrial Accident or Illness: A copy of any physician's statement relating to the accident or illness and an Employer's Report of Occupational Injury or Illness.
 - (2) Jury Duty or Witness: Official summons to appear for jury duty or subpoena to appear as a witness.
 - (3) Maternity: District Maternity Leave form completed by employee's physician.
- d. Requests for paid leave shall not be unreasonably denied.

11. Return to Service from Paid Leave of Absence

- a. An absent employee who has not notified his/her supervisor of the specific duration of the absence shall notify his/her immediate supervisor of his/her intention to return to duty by the time established by the school/department to which the employee is assigned. The deadline for notification shall be no earlier than 1:45 p.m. of the day preceding his/her intended return to duty.
- b. If an employee fails to notify his/her immediate supervisor by established time, the employee's substitute, if any, will be rehired for another day of service. If an employee shows for service without proper notification of his/her intention to return, the employee will not be permitted to return to work that day if a substitute has been hired for the day. The same paid leave status shall continue unless accumulated leave is not sufficient for that purpose.
- c. Upon return to service an employee shall complete and submit a Certification of Absence form to his/her immediate supervisor stipulating the reason for the absence.
- d. Employees returning to duty from illness involving surgery, serious illness or extended absence shall be required to present a doctor's statement verifying medical release to return to duty, including any restrictions.
- e. When an employee suffers an accident or injury, on or off the job, he/she may request "light duty" which must be approved by the District. The District will not unreasonably deny such request.
- f. If the absence is due to illness or injury and is five (5) or more days in length, the District may require a statement from a medical doctor verifying the reason for the absence. The District may require such verification for an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper leave purposes.

- g. An employee returning to service from paid leave shall be entitled to return to the same position as that to which the employee was assigned at the time he/she requested the leave.

12. Request for Unpaid Leaves of Absence

- a. Employees who wish to request a Personal leave shall submit a request for such leave on the proper district form to the Personnel Office through their immediate supervisor. Requests for such leave will not be unreasonably denied.

Employees shall provide the following information in support of their request for personal leave.

- (1) Health: Physician's statement indicating a prognosis as to the duration of illness or expected time period for recovery from injury.
- (2) Personal: A personal statement of the reason for requesting leave.
- (3) Rest and Recuperation: Physician's statement verifying the need for rest and recuperation.
- (4) Travel: Proposed travel plan.
- (5) Child Care: A personal statement of the circumstances which cause the employee to request leave.

B. Bereavement - Leave of Absence (With Pay)

1. Definition

- a. A Bereavement Leave is a leave granted to an employee due to the loss by death of a person closely related by blood or marriage and as such considered a member of an employee's "immediate family."
- b. Employees may take bereavement leave for the relative of a spouse in the same manner as if it were your own relative (i.e. mother or grandmother of your spouse.)
- c. "Immediate family" shall be defined to include:

Brother (Brother-in-law, Stepbrother, Foster Brother)
Daughter (Step-daughter, Foster Daughter, Daughter-in-law)
Father (Stepfather, Foster Father)
Father-in-law
Granddaughter
Grandfather
Grandmother
Grandson
Great Grandparent
Great Grandchild
Husband
Mother (Stepmother, Foster Mother)
Mother-in-law

Sister (Sister-in-law, Step-sister, Foster Sister)
Son (Stepson, Foster Son, Son-in-law)
Wife
Aunt
Uncle
Niece
Nephew

Or any person living in the immediate household of the employee. Extenuating circumstances (e.g., fiancé/fiancée or very close friend) may be approved by the Deputy Superintendent or designee.

- c. The definition herein and above shall also be interpreted to include:
 - (1) Official Notice in time of war that a member of the "immediate family" is "missing in action."
 - (2) Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

2. Length and Time of Leave

- a. Employees shall be entitled to a maximum of three (3) working days, not necessarily consecutive, within ten (10) calendar days after demise or notification of date of funeral of an "immediate family" member.
- b. Two (2) additional days, or a total of five (5) days, are allowable if travel of more than 300 miles one-way or out-of-state is required.
- c. Three-day Bereavement Leaves may be granted for each death described above if more than one death occurs simultaneously; such leaves may be consecutive. (Additional days may be granted under "Personal Necessity Leave," if needed.)
- d. A Bereavement Leave shall not be granted during an unpaid leave of absence.

3. Compensation

- a. Employees shall be entitled to regular salary for a maximum of three (3) days' absence for each instance of absence due to bereavement or for a total of five (5) days if two (2) additional days are granted for travel.
- b. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for bereavement leave at a rate equal to the amount earned for an average work day within the current pay period.

C. Critical Family Illness - Leave of Absence (With Pay)

1. Definition

- a. A Critical Family Illness Leave is a leave of absence granted to an employee whose presence is needed because a member of his/her immediate family is critically ill.

"Critical Illness" shall be defined as an illness which may lead to irreparable harm. Surgery will be considered as falling within the definition of "critical illness."

- b. "Immediate family" shall be defined to include:

Brother (Brother-in-law, Stepbrother, Foster Brother)
Daughter (Stepdaughter, Foster Daughter, Daughter-in-law)
Father (Stepfather, Foster Father)
Father-in-law
Granddaughter
Grandfather
Grandmother
Grandson
Husband
Mother (Stepmother, Foster Mother)
Mother-in-law
Sister (Sister-in-law, Stepsister, Foster Sister)
Son (Stepson, Foster Son, Son-in-law)
Wife

Or any person living in the immediate household of the employee. Extenuating circumstances (fiancé/fiancée or very close friend) may be approved by the Deputy Superintendent or designee.

- c. The employee shall provide verification by physician's certification that the family illness is critical in nature if the employee's immediate supervisor has reason to believe that the leave benefit may not have been used for proper leave purposes.

2. Length of Leave

An employee shall be entitled to three (3) days of paid leave for Critical Family Illness during any one year. Such leave is not accumulated.

3. Compensation

- a. An employee shall be entitled to regular salary for the maximum of three (3) days' absence annually for Critical Family Illness Leave as described above.
- b. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for Critical Family Illness Leave at a rate equal to the amount earned for an average work day within the current pay period.

D. Illness or Accident (Sick Leave) - Leave of Absence (With Pay)

1. Definition

Sick Leave is a leave of absence granted to an employee because of personal illness or injury.

2. Length of Leave

a. In any fiscal year a regular employee shall be entitled to paid sick leave at the rate of one day for each month of paid status on an unlimited accumulated basis.

(1) Ten-month employees shall be allowed ten (10) days of Sick Leave annually.

(2) Eleven-month employees shall be allowed eleven (11) days of Sick Leave annually.

(3) Twelve-month employees shall be allowed twelve (12) days of Sick Leave annually.

3. Special Conditions

a. Sick Leave for the current fiscal year need not be accrued prior to taking such leave by the employee. Such leave may be taken at any time during the current fiscal year provided such leave does not exceed the current fiscal year's sick leave benefit entitlement.

(1) A new employee shall not be eligible to take more than six days of sick leave until the first day of the calendar month after completion of six months of active service with the District.

b. An employee serving part-time only shall earn sick leave and be paid sick leave benefits in direct proportion to which his/her assignment relates to full-time service.

c. An employee employed for an extra limited-term assignment in a classification which is the same as the classification to which the employee is regularly assigned shall earn sick leave benefits for the time worked in such an assignment and shall be entitled to use accumulated sick leave during such an assignment.

d. If an employee resigns, retires or is terminated and has used more sick leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the employee.

e. Time on sick leave shall not count as service toward acquiring permanency with the District.

4. Compensation

- a. When an employee is absent from his/her duties because of illness or injury, whether or not the absence arises out of or in the course of his/her employment, said employee is paid:
 - (1) Full salary for that period of his/her absence covered by his/ her current and accumulated sick leave.
 - (2) Fifty percent (50%) of regular salary for 100 days after current and accumulated Sick Leave have been expended.
 - (a) A new employee of the District shall not be eligible for the 50 percent pay until he/she has satisfactorily completed his/her probationary period.
- b. When an employee has exhausted all of his/her entitlement to paid sick leave and is still unable to return to work, he/she may be granted a personal leave of absence without pay by the Board of Education for a period not to exceed six months. The Board may renew the personal leave for two additional six-month periods, or such lesser leave periods that it may provide, but not to exceed a total of 18 months. The District will grant such leave unless they are unreasonable.
 - (1) If at the conclusion of all paid or unpaid leave the employee is still unable to return to his/her regular assignment, he/she shall be terminated and placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.
- c. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

E. Industrial Accident and Illness Leave (With Pay)

1. Definition

An Industrial Accident Leave is a leave granted to an employee for absence because of occupational illness or injury which arose out of and in the course of School District employment, and which qualifies under Workers' Compensation.

2. Requirements

- a. The injury or illness was directly related to the performance of the employee's duties in the District.
- b. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which

the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

- c. Without waiting for any 30-day waiting period, an employee may use a physician of her/his choice for treatment of an occupational illness or injury if such employee has submitted to the District a signed form as contained in Appendix A. Such form may be distributed by AFSCME for employee signature and AFSCME's submission.
- d. The employer shall not ask the employee to sign a Worker's Compensation Claim Form when injured, nor shall such claim form be handed to the employee implying that he/she should sign it. The employer may require the employee to sign an acknowledgement that the claim form was made available to the employee with an option for the employee to sign and file the same.
- e. No employee shall be requested or required by the District to utilize vacation days before beginning (or utilizing in any way) the employee's one hundred (100) half-days.
- f. No 10 or 11 month employee who is on workers compensation leave shall be requested or required by the District to utilize vacation days during Winter or Spring breaks. Upon specific written request (submitted by May 30) these employees will not have their leave cashed out at the end of the school year. These employees will be granted the use of such leave during days school is in session only when their absence will not negatively impact normal school operations and services. Vacation accrued must be utilized or cashed out by the end of the following school year.

3. Length of Leave

- a. Such leave shall commence from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the employee would have been performing his duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of absence resulting from the industrial accident or illness, regardless of any award made under Workers' Compensation laws.
- b. The 60 days are not accumulative from year to year. In case the absence extends into the following year only the unused amount of leave for the same industrial accident is available.

4. Payment

- a. Before salary payments can be made, a Workers' Compensation accident report must be on file in the Business Office.
 - (1) Temporary disability indemnity checks shall be made out to the employee. The District, in turn, will as promptly as possible issue appropriate salary warrants, excluding the amount of the temporary disability. The warrants issued by the District are subject to regular payroll deductions.

- (2) During the maximum 60-day absence, the employee shall receive full pay. The amount of the temporary disability check from the Compensation Fund plus the warrant issued by the District shall not exceed the employee's full gross salary. Such payment will not be charged against the employee's accumulated sick leave balance. If the 60-day maximum is exceeded, the employee must start drawing regular sick leave benefits to which he/she may be entitled.
- (3) All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for industrial accident and illness leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

5. Effect on Sick Leave

- a. Time on Industrial Accident or Illness Leave will not constitute a break in service; the first 60 days are not charged against sick leave.

6. Permanent Injury

- a. An employee who permanently cannot return to his/her job because of injury or accident may at his/her option notify the District that he/she wishes to obtain a comparable job within the District. The District, in consultation with the union, shall place the employee in a comparable vacant job anywhere in the District if the following conditions are met:
 - (1) The employee meets the minimum qualifications for the job or could do so through vocational rehabilitation.
 - (2) The attending doctor provides a statement that the employee can physically perform the work.
- b. It is understood that the employee would be placed in a position under this section only where the vacant position is at the same range or a lesser range; if there is a vacant position at a higher range for which the employee feels he/she can qualify, the employee may apply for the position in the same manner as would be utilized by any other employee covered by this agreement.

7. Absence after Sixtieth Working Day

- a. If the Industrial Accident or Illness Leave should extend beyond sixty (60) working days, the employee must use sick leave and may use vacation to which he/she is entitled.

- (1) An employee shall be entitled to use only so much of his/her accumulated or available sick leave or vacation which, when added to the worker's compensation award, provide for a full day's wage or salary.
- b. An employee who exhausts all current and accumulated sick leave and who is entitled to 50 percent sick leave pay will receive the workers' compensation payment directly from the District if the total payment for 50 percent sick leave plus temporary disability results in 100 percent pay to the employee. If the total payment results in less than 100 percent pay to the employee, then the District will issue payment for the 50 percent sick leave directly to the employee and the Workers' Compensation Fund will issue payment for temporary disability directly to the employee.
 - (1) An employee shall be entitled to only that portion of the 50 percent sick leave pay which, when added to the temporary disability payment, provides a total amount of pay which does not exceed full salary.
- c. After expiration of all paid leave, an employee who is unable to return to work as determined by a licensed physician may be granted a personal leave without pay for a period not to exceed six (6) months. The Board may renew the personal leave for three (3) additional six-month periods, or such lesser leave periods that it may provide, but not to exceed a total of 24 months.
 - (1) If at the conclusion of all paid or unpaid leave the employee is still unable to return to his/her regular assignment, he/she shall be placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

8. Activities While on Leave

An Industrial Accident Leave period begins on the first day for which injury or illness is claimed and extends through the last day for which injury or illness is claimed. If, between these two dates, an employee initiates any new gainful employment, he/she shall be required to forfeit any injury pay received from the District under this leave.

F. Jury Duty and Witness Leave - Leave of Absence (With Pay)

1. Definition

A Jury Duty and Witness Leave is a leave provided to an employee to serve as a juror or to appear as a witness if he/she receives an official notification calling for such duty.

2. Eligibility Requirements

- a. The employee must receive an official summons to appear as a juror or a subpoena to appear as a witness in a criminal or civil proceeding.
 - (1) Each date of necessary attendance under such order, other than the date specified in the summons or subpoena, shall be certified by the Clerk or authorized officer of the court, or other official of a body with jurisdiction.

- b. The District shall not encourage, solicit or suggest that any employee seek exemption from such duty.

3. Length of Leave

- a. The employee shall serve for the period of time as directed by the courts and shall return to work during any day or portion of a day in which appearance in court is not required provided it is possible to work at least one-half of the work shift.
- b. Employees who are assigned a full-time (8 hours/day) swing or graveyard shift shall be granted leave for the entire work shift on any day in which court appearance is required for four (4) hours or more.

4. Compensation

- a. An employee shall receive his/her regular pay for all working days spent on jury duty or as a witness.
- b. Except when an employee works a full shift, an employee shall endorse any jury duty fees, excluding mileage, received and forward them to the Payroll Office.
- c. Except when an employee works a full shift, in any case in which a witness fee is paid, such fee shall be collected by the employee and remitted to the district.
- d. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for jury duty and witness leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

G. Maternity - Leave of Absence (With Pay)

1. Definition

A maternity leave is a leave granted to an employee during the time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth. Sick leave (with pay) will be allowed for the period of physical disability provided the dates of disability are certified by the employee's physician and otherwise meet the provisions specified below. The decision of whether to apply for sick leave pay, however, will be the employee's. If the employee does not apply for sick leave pay, she may, at her discretion, utilize personal leave (without pay) or vacation under the provisions of this agreement.

2. Eligibility

An employee shall only be eligible to use sick leave benefits under this provision when the employee is on paid status immediately prior to starting the maternity leave.

3. Compensation

- a. An employee on maternity leave shall have the option of using sick leave to which she may be entitled during the period her physician certifies that she is physically unable to perform her regular duties.
- b. Use of sick leave for Maternity Leave of Absence shall be in accordance with Illness or Accident Leave of Absence.
- c. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for maternity leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

H. Personal Necessity - Leave of Absence (With Pay)

1. Definition

A personal necessity leave is a leave granted to an employee for a maximum of seven (7) days, when the employee believes that his/her absence from duty is required. Why personal necessity leave is used need not be specified to the supervisor.

2. Length of Leave

- a. No more than seven (7) days of Personal Necessity Leave shall be available in any fiscal year. This leave is non-accumulative.
- b. The number of days of Personal Necessity Leave allowed shall be deducted from and may not exceed the number of full days of sick leave to which the employee is entitled.
- c. Personal Necessity Leave must be reported in increments of not less than one-half ($\frac{1}{2}$) day.

3. Compensation

- a. An employee who is absent from his/her duties because of Personal Necessity Leave shall receive full salary for such absence if that period does not exceed sick leave benefits to which the employee may be entitled.
- b. All employees who are paid on an hourly basis and working less than eight (8) hours per day or whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for personal necessity leave at a rate equal to the amount earned for an average work day within the current pay period.

I. Personal Leave - Leave of Absence (Without Pay)

1. Definition

A Personal Leave of Absence is a leave of absence which may be granted to an employee which will meet the personal interests and needs of an employee if such leave does not adversely affect the efficient operation of the District. The granting of such leave shall be at the discretion of the District, but such leave shall not be unreasonably denied. Personal leaves shall include, but not be limited to the following:

- a. Child Care
- b. Health (after exhaustion of sick leave benefits)
- c. Education
- d. Rest and Recuperation
- e. Travel

2. Eligibility

- a. Employees shall hold permanent status in the District to be eligible for a Personal Leave (Without Pay).
- b. Employees shall not be granted a Personal Leave to accept employment with another school district.

3. Length of Leave

- a. A Personal Leave may be granted for a minimum of one month and maximum of six (6) months (except as provided for under Industrial Accident and Illness Leave and Illness or Accident Leave).
- b. A Personal Leave may be extended for one additional six-month period if so requested and subsequently granted (except as provided for under Industrial Accident and Illness Leave and Illness or Accident Leave).
- c. An employee will not be granted Personal Leave in excess of one work year, except as provided under Illness or Accident Leave and Industrial Accident and Illness Leave.

4. Compensation

No salary will be paid by the District to the employee while on a Personal Leave of Absence.

J. Unauthorized Leave

- 1. Unauthorized Leave is defined as non-performance of those duties and responsibilities assigned to employees by the District and its representatives including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education, and policies and administrative procedures of the Board of Education of the ABC Unified School District. Such unauthorized leave may include, but is not limited to, collective refusals to work, unauthorized use of sick leave, and unauthorized use of other leave benefits.

- a. An employee is deemed to be on Unauthorized Leave at such time and on such occasions as the employee may absent himself/herself from required duties without approval.

2. Disciplinary Action

Unauthorized Leave shall constitute position abandonment and, therefore, may result in the initiation of dismissal procedures, loss of salary or such action as may be deemed appropriate by the District.

3. Compensation

- a. Beginning on the first day of unauthorized leave, no pay warrant shall be drawn in favor of any employee who has not faithfully performed all required duties.
- b. Employees shall receive as salary only an amount equal to the regular rate of pay for all time actually worked or time on district-approved leave, vacation or holiday.

ARTICLE XVII: SAFETY CONDITIONS

- A. The District shall establish a District-wide Safety Committee, chaired by the Assistant Superintendent-Business & Operations or designee, which shall meet at least once a month with two (2) committee members appointed by AFSCME.
- B. The District shall be responsible for providing reasonably safe working conditions for employees.
- C. Employees shall be responsible for complying with all District safety standards and for practicing basic safety measures.
- D. The District shall maintain a management system for monitoring of working conditions and for the correction of unsafe conditions.
- E. The District will provide reasonable, safe lighting behind the buses in the Maintenance & Operations Yard.
- F. Employees shall report potentially unsafe or existing unsafe conditions to their immediate supervisors.
- G. If steps to correct the hazardous conditions have not been taken within 24 hours and the threat of potential danger remains to the employee, the district shall provide a new work station for the employee.
- H. Employees shall not be required to perform duties under conditions which pose an immediate threat to the safety of the employee. In exercising the foregoing right, employees shall not neglect the responsibility to provide for the safety of students.
- I. Employees, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.

- J. Employees shall promptly report cases of attack or assault suffered by them in the performance of their duties to their immediate supervisor who shall promptly report the same to the appropriate law enforcement authorities. In a dangerous situation, the employee may directly notify appropriate law enforcement authorities.
- K. The District shall provide to any employee who suffers bodily harm by an individual or group while carrying out his/her assigned duties, reasonable cooperation in the identification of any alleged assailant(s) and/or witness (es) and in securing any physical evidence required by the employee for preparation of a law suit against the assailant(s).
- L. Drug & Alcohol Testing for School Bus Drivers

1. Definitions:

Employees whom the school district may drug or alcohol test as a condition of employment are those employees only who as a part of their regular duties drive a motor vehicle used in commerce to transport passengers or property if the motor vehicle: (1) has a gross vehicle rating of 26,000 or more pounds; or (2) is designed to transport sixteen (16) or more passengers, including the driver. This definition shall apply to all such employees regardless of whether such employee is employed on a part-time or substitute basis.

The District may test employees covered by this regulation for the following only: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; (5) phencyclidine and (6) alcohol.

2. Prohibited Conduct:

- a. Alcohol Use: No driver covered by this regulation shall report for duty where he or she is to drive a vehicle covered by this regulation while having an alcohol concentration of 0.04 or greater. No driver while driving a vehicle covered by this regulation shall possess alcohol. No driver shall drive a vehicle covered by this regulation within four (4) hours of using alcohol.
- b. Drug Use: No driver shall report for work or remain on duty requiring the driving of a vehicle covered by this regulation when the driver uses a drug in an amount which would test positive under these provisions, except when the use of such controlled substance is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to drive a vehicle covered by this regulation. "Drug" in this regulation and wherever used in this regulation shall mean only marijuana, cocaine, opiates, amphetamine, and PCP.

The District shall not require a driver covered by this policy to inform the District of any therapeutic or legal drug use.

The federally certified laboratory shall report positive test results to the District only if (1) there are no possible alternate medical explanations and (2) the following drug cut off levels have been exceeded:

Substance	Initial Test Cutoff Level	Confirmatory Test Cut Off Level
Marijuana metabolites(1)	50 ng/ml	15 ng/ml
Cocaine metabolites(2)	300 ng/ml(3)	150 ng/ml
Opiate metabolites	300 ng/ml	300 ng/ml-morphine 300 ng/ml-codeine
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml (Amphetamine) 500 ng/ml (Methamphetamine) (4)

49 C.F.R. 40.29 (e) (f), revised 8/19/94

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid.
- (2) Benzoyllecgonine.
- (3) –25 ng/ml immunoassay specific for free morphine.
- (4) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

In no instance shall the federally certified laboratory report that the employee tested less than the cutoff point but more than zero. (For example, the lab may not report trace elements.) In all such cases, it shall simply report to the ABC Unified School District that the results were negative.

3. Testing Standards:

The ABC Unified School District by affirmative action on its own part shall directly through the federally certified collection clinic and the federally certified testing laboratory promote to the maximum extent possible individual privacy in the collection of specimen samples.

- a. The District shall ensure that urine specimens be split and stored in two (2) containers at the federally certified collection facility. The second container shall not be immediately tested. An employee covered by this regulation who has a positive test result shall have three (3) working days to request that the second specimen be tested at another DHHS certified laboratory of such employee's choice for reconfirmation testing. The retest will be at the employee's expense, unless the retest is negative, at which time the employee will be reimbursed for his/her cost.
- b. Post-Accident Tests: A driver shall be tested for alcohol and drugs only if the accident involves a loss of human life or the driver receives a moving traffic violation; an accident is defined as only when a school district vehicle is operating on an open road and there results (1) bodily injury to a person who immediately receives medical treatment away from the scene, (2) one or more vehicles is disabled and must be towed away from the scene, or (3) death.

Any driver who is subject to post-accident testing shall remain readily available for testing absent the need for immediate medical attention.

- c. **Random Tests:** All drivers shall be subject to random alcohol and drug testing throughout the driver's work year. Such random testing shall be conducted just before, during or just after the performance of safety-sensitive functions. The number of random tests must equal 25% of the covered employees each year for alcohol and 50% for those drugs covered by this regulation. Employees covered by this regulation shall be selected for tests by non-discriminatory and impartial methods.
- d. **Reasonable Suspicion Tests:** Whenever a supervisor or District official, who has been trained in accordance with law, has reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions set forth in this regulation, the driver shall be required to submit to an alcohol and/or drug test. A supervisor's belief must be based on specific, contemporaneous, articulate observations concerning the drivers' appearance, behavior, speech or body odors. Whenever possible, more than one (1) supervisor shall observe the driver. If they disagree, the driver shall not be tested. For purposes of this section, dispatchers, driver trainers, and chief mechanics shall be considered "supervisors." (Such "supervisors," of course, shall not make the initial determination). Reasonable suspicion will not be based in any way on anonymous tips.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. All alcohol tests should be conducted within two (2) hours from the time a reasonable suspicion finding is made. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours.

- e. **Enforcement:** An employee covered by this regulation who has a drug or alcohol problem shall be accommodated by the ABC Unified School District, provided the employee takes the initiative to acknowledge his/her problem. The District shall grant a leave, when requested, of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.
- f. **Consequences For Violations:** Any driver who is alleged by the District to have violated this policy may be subject to discipline in accordance with Board Policy 4217 and Regulation 4217.4 and the AFSCME collective bargaining agreements. The standard for such discipline shall be just cause. The employer reserves the right to conclude that just cause exists if the employee violates Board Policy, and the employee through his or her union representative reserves the right to conclude that just cause does not exist.

[The District's policy and regulation on Drug and Alcohol Testing may be obtained from the Human Resources or Transportation Departments.]

ARTICLE XVIII: NON-DISCRIMINATION

The District shall not discriminate in the treatment of an employee in applying the specific provisions of this Agreement on the basis of race, color, religion, sex, political party or activity, national origin, sexual preference, age, marital status, physical handicap or union activity.

ARTICLE XIX: GRIEVANCE PROCEDURES

A. Definition of Terms

1. A "grievance" is an allegation by an employee that there has been a violation, misrepresentation, or misapplication of the specific provisions of this Agreement.
2. A "grievant" is an employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance. The union may be the grievant on Article II (Recognition), Article V (Union Rights), Article VI (Dues Deductions), Article XVII (Safety Conditions), Article XXIII (Negotiation Procedures) and Article XXIV (Reopeners).
3. A "day" is a day in which the District office is open for business.
4. The "immediate supervisor" is the supervisor (management employee) having immediate jurisdiction over the grievant who has been designated to adjust grievances and who has the authority to adjust grievances.
5. A "representative" is a unit employee or union representative who is not a party to the grievance, chosen by the grievant to advise or represent the grievant.
6. A "joinder" is a grievance filed by two or more employees who allege that they have been affected by the same violation, misrepresentation, or misapplication of the specific provisions of this Agreement.
7. A "class grievance" is a grievance filed by one employee on behalf of all allegedly affected employees which has been mutually agreed upon by the union and the District that such filing is appropriate.

B. Informal Level

Before filing a formal written grievance, the grievant shall inform the work site steward of such intent, at which time the steward and the grievant shall attempt to resolve the allegation(s) by an informal conference with the grievant's immediate supervisor. The grievant and the steward shall identify for the immediate supervisor the specific provision(s) of this Agreement which relate to the allegation(s).

If the employee does not wish to be represented by the union in the grievance, the employee shall be required to provide the union with a signed statement waiving the right to union representation in such matters.

C. Formal Level

1. Level I: If the informal conference has not resulted in a settlement, the grievant may file a formal grievance.
 - a. A formal grievance must be filed on the appropriate union form with the unit member's immediate supervisor within twenty (20) days after the occurrence or act of omission giving rise to the alleged grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance, whichever comes later. A copy of the grievant's statement shall be filed with the Deputy Superintendent or designee. However, where the supervisor does not have the authority to settle the grievance, the employer or the union or both may begin the grievance at Level II.
 - b. The statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific Article, Section, and Paragraph of this Agreement that is alleged to have been violated, decision rendered at the informal conference, and the specific remedy sought. If a mistake is made in the specific citation, the grievance may proceed to Level II with corrections made.
 - c. The immediate supervisor shall communicate his/her response to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
 - d. Within the above time limits, either party may request a personal conference with the other party.
2. Level II:
 - a. If the grievant is not satisfied with the decision at Level I, or if the immediate supervisor has not responded within ten (10) days, the grievant may appeal the response on the appropriate union form to the Superintendent (or designee) within ten (10) days of receipt of the Level I response. The statement shall include a copy of the original grievance, the response and a clear, concise statement of the reasons for the appeal.
 - b. The Superintendent (or designee) shall communicate his/her response to the grievant and the immediate supervisor of the grievant in writing within ten (10) days after receiving the appeal.
 - c. A conference shall be held at the request of either the grievant or the Superintendent (or designee) within ten (10) days of receipt of the appeal.
 - c. If the Superintendent (or designee) does not respond within the above time limits, grievant may appeal to the next level.
3. Level III:
 - a. If the grievance is not resolved at formal Level II, the grievant may request that the union submit the grievance to arbitration. The grievant shall make such request within ten (10) days after receiving the Level II decision. The union shall notify the Superintendent (or designee) in writing within (10) days after receipt of the request from the grievant that the grievance is being submitted for arbitration.

- b. The union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, either party may request that the American Arbitration Association provide an arbitrator. The arbitrator shall be selected under the American Arbitration Association rules.
- c. The fees and expenses of the arbitrator shall be borne equally by the District and the union. All other expenses shall be borne by the party incurring them.
- d. All questions of arbitrability shall be decided by the arbitrator.
- e. It shall be the function of the arbitrator to make an award that will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - (1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) The arbitrator shall have no power to establish the structure of the salary schedule.
 - (3) If necessary, the arbitrator, by referring to the written grievance and answers thereto at each previous step, shall determine whether a grievance exists.
 - (4) The arbitration shall be conducted according to American Arbitration Association rules.
 - (5) After a hearing, the arbitrator shall submit, in writing, to all parties his/her findings in an award that will be final and binding on the parties.
- f. The arbitrator may hear and determine only one grievance at a time unless the District and the union agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- g. Either party may request a reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting the report or shared by the parties if both mutually agree.

D. Relevant Provisions

- 1. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 2. No reprisals of any kind shall be taken by any member of the District team or representative of the District against a grievant or other participants who assisted the grievant nor shall any reprisals of any kind be taken by the union against the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
- 3. Nothing contained in this Article shall be construed as authorizing the union to participate in a grievance brought by a unit member unless at the grievant's request,

except that no grievance shall be considered settled without the union having been given a copy of the proposed resolution and having had an opportunity to respond.

4. The parties may mutually agree to utilize expedited arbitration procedures.
5. Union grievances shall be filed with the Deputy Superintendent or designee.
6. The grievant may be represented by union representatives at all meetings and hearings in the grievance procedure.
7. The time limits specified herein may be extended by mutual agreement of the parties.
8. The District will provide paid release time for the grievant, union representative, and District-employed witnesses whenever the District agrees to a conference or meeting concerning any part of the grievance process, including the arbitration hearing.

ARTICLE XX: SAVINGS

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, 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.
- B. In the event that a court decision causes invalidation of any provision of this Agreement, the parties agree that upon written request by either the union or the District, the parties shall meet for the sole purpose of attempting to negotiate a replacement for the invalidated provision.

ARTICLE XXI: SUPPORT OF THE AGREEMENT

- A. The Board and the union agree that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Board and the union will support this Agreement for its term as a demonstration of the cooperation and consistency to this end.

ARTICLE XXII: CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, or slow-down by the union during the term of this Contract nor will there be compliance with the request of other labor organizations to engage in such activity.
- B. To this end, the union recognizes its duty and obligation to comply with the provisions of this Contract and to make reasonable effort toward ensuring that employees comply. In the event of a strike, work stoppage, or slow-down by employees, the union agrees in good faith to take all reasonable steps necessary to cause those employees to cease such action.
- C. It is understood that in the event paragraphs A or B of this Article are violated by the union the District shall be entitled to withdraw any rights, privileges, or services provided for in this Contract.

- D. Employees engaging in unauthorized leave with regard to strike, work stoppage, or slow-down may be subject to discipline up to and including termination by the District under the provisions of the Education Code.
- E. In the absence of a strike, work stoppage, or slow-down on the part of the Union, the District will not engage in any lockout of employees for the duration of this Contract.

ARTICLE XXIII: MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its term.
- B. It is understood and agreed that neither the District nor the union shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, hinder, or coerce employees because of their exercise of rights to engage or not engage in union activities.
- C. The parties agree that upon initial employment and upon each change in classification thereafter, within a reasonable period of time, the affected employee shall be provided a copy of his/her class description and an Employee Assignment Status Report which specifies the monthly and/or hourly rate of pay for the assigned position, the work location, the number of assigned hours per day or per week, if applicable, and the length of the work year. Job descriptions shall be available for inspection by the union. The parties further agree that upon initial employment employees shall be provided a copy of this Agreement.
- D. Any resignation tendered by an employee may be revoked until accepted by the Superintendent or Human Resources Office unless superseded by the Board of Education. All employees who separate from service and are subsequently rehired within thirty-nine (39) months by the District shall be considered as reinstated unless the District negotiates and reaches agreement with AFSCME that such hiring shall be considered as a new hire.
- E. A custodian's work load will not exceed the time standards contained in the District's 1979 consultant study which includes normal allowances and movement between tasks at the work site.
- F. Only employees with the title of "Painter" and recognized under Article II will be allowed by the District to paint structures and/or walls at District sites, unless it is consistent with Maintenance and Operations painting standards and has been approved by the Manager-Maintenance Services with concurrence in advance by the employees in the Paint Shop. Employees in the Paint Shop will not unreasonably withhold their concurrence. Volunteer painting of non-structural appurtenances such as benches, light posts, bumpers, or picnic tables is not banned by this section.
- G. General Maintenance Workers shall not do Senior Maintenance work unless during a period of an upgrade.

ARTICLE XXIV: NEGOTIATION PROCEDURES

- A. The union agrees that it shall submit its initial proposal for the successor Agreement to the District no later than the first or second regularly scheduled Board meeting in February, 2010.

- B. The District and the union shall initiate meet and negotiations sessions on a successor Agreement not later than April 1, 2010 (unless agreed upon otherwise by the parties).
- C. Regularly scheduled meetings shall be established on at least a once a week basis for the duration of the negotiations. Additional meetings may be scheduled at the mutual consent of the parties.
- D. Attendance at negotiations shall be limited to the members of the union and the Management Teams.
- E. Consultants, resource persons, and expert witnesses may attend upon timely, advance notice and mutual consent of the Chief Negotiator for the union and the Chief Negotiator for the District.
- F. Advance notice shall be given to the Chief Negotiator for either party in the event there will be a change of participants for either team.
- G. Following the close of each negotiation session, Chief Negotiators for the District and for the union will develop a tentative agenda for the next meeting.
- H. Each team shall designate its Chief Negotiator who shall be responsible for statements or positions on all items. The Chief Negotiator may designate a member of the team to execute tentative agreements.
- I. Minutes may be kept by either side but there shall be no usage of tape recorders or other electronic devices.
- J. A maximum of six (6) union negotiators will be allowed release time for meeting and negotiations held during normal working hours.
- K. If agreement is reached on any elements of the package, those elements shall be reduced to writing and initialed by the Chief Negotiator or designee as "tentative agreements".
- L. "Tentative agreement" means subject to reaching agreement on all other items and subject to editorial and syntactical adjustment in the language. Such agreement shall be changed or modified only by mutual agreement. Initialing in no way implies a total contractual agreement.

ARTICLE XXV: REOPENERS


The parties agree that all negotiable items have been discussed during negotiations leading to this contract and further agree to reopen negotiations on any item during the life of the contract only by mutual agreement between the two parties. The articles on Salary and Health and Welfare shall be reopened no later than Fall 2008 for the 2008-09 school year. The articles on Salary and Health and Welfare and one article to be chosen by the Union and the District shall be reopened no later than Fall 2009 for the 2009-10 school year.

ARTICLE XXVI: DURATION

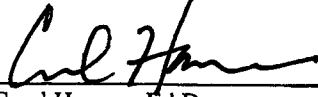
This Contract shall remain in full force and effect from July 1, 2007 until June 30, 2010.

ARTICLE XXVII: RATIFICATION

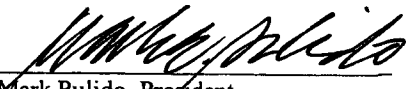
This Agreement is approved and ratified by the Board of Education, ABC Unified School District and the officers and members of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2229, Council 36 this 19th day of August 2008



Gary Smuts, Ed.D.
Superintendent
ABC Unified School District



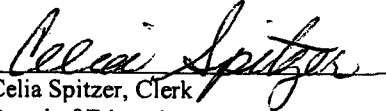
Carol Hansen, Ed.D.
Assistant Superintendent-Human Resources
ABC Unified School District



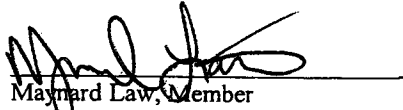
Mark Pulido, President
Board of Education
ABC Unified School District



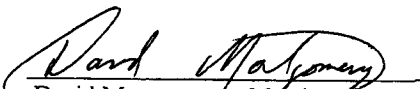
Olympia Chen, Vice President
Board of Education
ABC Unified School District



Celia Spitzer, Clerk
Board of Education
ABC Unified School District



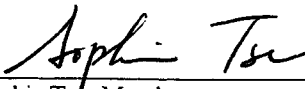
Maynard Law, Member
Board of Education
ABC Unified School District



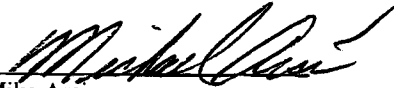
David Montgomery, Member
Board of Education
ABC Unified School District

Absent

Armin Reyes, Member
Board of Education
ABC Unified School District



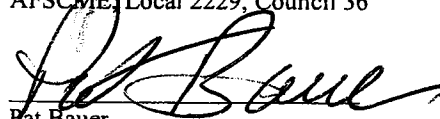
Sophia Tse, Member
Board of Education
ABC Unified School District




Mike Arsi
Negotiating Team
AFSCME, Local 2229, Council 36



Tony Ballardo
Negotiating Team
AFSCME, Local 2229, Council 36



Pat Bauer
Negotiating Team
AFSCME, Local 2229, Council 36



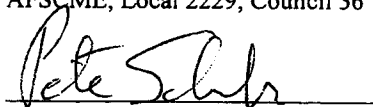
Linda Harbin
Negotiating Team
AFSCME, Local 2229, Council 36



April Oakes
Negotiating Team
AFSCME, Local 2229, Council 36



Ray Prado
Negotiating Team
AFSCME, Local 2229, Council 36



Pete Schnauffer
Negotiating Team
AFSCME, Local 2229, Council 36



ABC Unified School District

ADDENDUM A

16700 Norwalk Boulevard, Cerritos, CA 90703 (562) 926-5566

BOARD OF EDUCATION
Olympia Chen • Maynard Law
David Montgomery • Mark Pulido
Armin Reyes • Celia Spitzer • Sophia Tse

Superintendent
Dr. Gary Smuts

ABC UNIFIED SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT

The ABC Unified School District and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2229 (hereinafter "AFSCME") have reached the following tentative agreement.

Effective October 1, 2008 health benefits will be modified as follows for the 2008-09 School Year:

1. Change District contribution for two-tiered Blue Cross (HMO and PPO) plans as follows:

\$453.26 for Single Party
\$949.98 for Two Party
\$1,217.04 for Family coverage

2. Change District contribution for Kaiser Permanente plan as follows:

\$430.04 for Single Party
\$860.08 for Two Party
\$1,217.04 for Family coverage

Date: 8-13-08

FOR THE DISTRICT
Carol Hansen, Ed.D.
Chief Negotiator-ABC Unified School District

Date: 8-13-08

FOR THE UNION
Ray Prado, President
American Federation of State, County
and Municipal Employees, AFL-CIO, Local
2229, Council 36



ABC Unified School District

16700 Norwalk Boulevard, Cerritos, CA 90703 (562) 926-5566

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Dr. Gary Smuts

SIDE LETTER

This is an agreement entered into between the ABC Unified School District and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2229, Council 36 to specify additional duty days for Bus Drivers and Nutrition Services Employees for the 2007-2008 school year.

Bus Drivers will be assigned 7 1/2 hours additional duty on Friday, August 31, and Tuesday, September 4, 2007.

Bus drivers who have selected the Norwalk-La Mirada bus routes will be assigned 6 or 8 hours (depending on assignment) and all other drivers will be assigned 5 hours additional duty on Wednesday, September 6, 2007.

This agreement is for the 2007-2008 school year only and is without precedent.

FOR THE DISTRICT:

FOR THE UNION:

Dr. Carol Hansen, Assistant Superintendent
Human Resources
ABC Unified School District

Pat Bauer, President
American Federation of State,
County and Municipal Employees, AFL-
CIO, Local 2229, Council 36



ABC Unified School District

ADDENDUM C

16700 Norwalk Boulevard, Cerritos, CA 90703 (562) 926-5566

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Superintendent
Dr. Gary Smuts

SIDE LETTER

Although both AFSCME and the ABC Unified School District will continue to encourage Central Kitchen Food Service Workers to maximize their paid hours, the parties nevertheless agree that Central Kitchen Food Service Workers, at their individual option, may decline to take paid leave for a partial day absence and instead take such hours as unpaid.

This side letter is non-precedent setting and will expire on June 30, 2010.

FOR THE DISTRICT:

Dr. Carol Hansen, Assistant Superintendent
Assistant Superintendent
ABC Unified School District

6/30/08
Date

FOR THE UNION:

Ray Prado, President
American Federation of State,
County and Municipal Employees,
AFL-CIO, Local 2229, Council 36

6-30-08
Date

**APPENDIX
FORM A**

**ABC UNIFIED SCHOOL DISTRICT
Workers' Compensation
Employee Choice of Physician**

PLEASE TYPE OR PRINT

(Employee Last Name) (First) (Middle)

(Position Title) (School or District Department)

In case of a work incurred injury or illness I prefer

Dr. _____
(Last Name) (First) (Middle) (Telephone)

(Street Address) (City) (Zip Code)

to treat me.

Signature _____

(Return to Risk Management)
(This form is furnished by AFSCME)

**ABC UNIFIED SCHOOL DISTRICT
AFSCME UNIT MEMBER SICK LEAVE/VACATION DONATION FORM**

Name of Donating Employee _____

Work Site/Department _____

Classification/Job Title _____

Social Security Number _____

I hereby authorize the ABC Unified School District to deduct _____ days

From my Sick Leave/Vacation bank and credit them to _____

at _____.

I understand that I have irrevocably donated such days and that they will no longer be available for my use “unless” all of the donated days are not used.

I understand that days donated and not used will be returned to me on a pro rated basis.

Signature

Date

Employee _____

H.R.: _____

Payroll: _____

Date Received: _____

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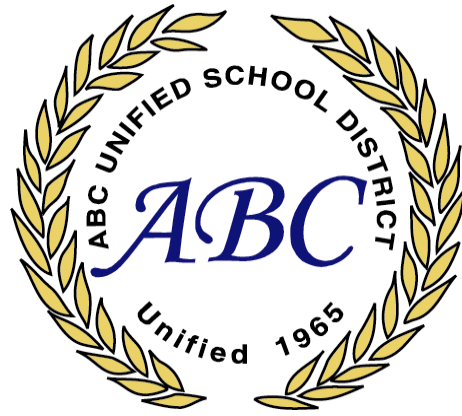
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AGREEMENT

between the

BOARD OF EDUCATION

of the

ABC UNIFIED SCHOOL DISTRICT

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL 2229, COUNCIL 36**

effective

July 1, 2007 – June 30, 2010