

# AFSCME

## COLLECTIVE BARGAINING CONTRACT

Effective through June 30, 2012

### **ELK GROVE UNIFIED SCHOOL DISTRICT**

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# TABLE OF CONTENTS

<b>ARTICLE 1 .....</b>	<b>5</b>
AGREEMENT .....	5
1.1 Preamble .....	5
1.2 Recognition .....	5
1.3 Savings.....	6
<b>ARTICLE 2 .....</b>	<b>7</b>
UNION RIGHTS .....	7
2.1 General Rights .....	7
2.2 Orientation .....	8
2.3 Civil and Legal Rights.....	8
2.4 Dues and Payroll Deductions .....	9
2.5 Release Time and Union Stewards.....	10
<b>ARTICLE 3 .....</b>	<b>11</b>
DISTRICT RIGHTS.....	11
<b>ARTICLE 4 .....</b>	<b>14</b>
GRIEVANCE PROCEDURE .....	14
4.1 Definitions .....	14
4.2 Purpose .....	14
4.3 Procedure.....	14
4.4 Rights of Employees to Representation .....	16
4.5 Miscellaneous .....	16
<b>ARTICLE 5 .....</b>	<b>17</b>
WORKING CONDITIONS .....	17
5.1 Definitions .....	17
5.2 Hours, Breaks, and Lunches .....	17
5.3 Classification Descriptions.....	18
5.4 Assignment-Shifts-Hours.....	18
5.5 Reduction in Work Force/Seniority.....	19
5.6 Safety .....	19
5.7 Uniforms.....	20
5.8 District-Provided Uniforms and Approved Optional Wear .....	21
<b>ARTICLE 6 .....</b>	<b>22</b>
EMPLOYMENT PRACTICES .....	22
6.1 Vacancy Announcements.....	22
6.2 Requirements.....	23
6.3 Transfer between Sites/Locations.....	24
6.4 AFSCME Promotional Positions.....	26
6.5 Promotion .....	28
6.6 Probation.....	29
6.7 Permanent Status.....	29
6.8 Personnel Records.....	29

6.9	Evaluation.....	30
6.10	Layoff and the Effects of Layoff.....	31
6.11	Drug Testing for Safety Sensitive Positions .....	35
<b>ARTICLE 7 .....</b>		<b>36</b>
HOLIDAYS/VACATIONS/LEAVES .....		36
7.1	Holidays.....	36
7.2	Vacations.....	36
7.3	Leaves.....	38
<b>ARTICLE 8 .....</b>		<b>55</b>
COMPENSATION .....		55
8.1	Wage Study .....	55
8.2	Schedule Structure .....	55
8.3	Salary schedule placement and movement .....	57
8.5	Overtime Pay.....	58
8.6	Miscellaneous - Wages.....	59
8.7	Reclassification.....	60
<b>ARTICLE 9 .....</b>		<b>62</b>
BENEFITS.....		62
9.1	General.....	62
9.2	Eligibility.....	64
9.3	Enrollment.....	65
9.4	Coverage .....	65
9.5	Cancellation and Refund .....	66
9.6	Employee Welfare Benefit Fund Reopener.....	66
9.7	Tax-Shelter Annuities .....	66
9.8	Programs and Coverage .....	66
9.9	Conversion to Plans Outside the District Program.....	67
<b>ARTICLE 10 .....</b>		<b>68</b>
PROFESSIONAL GROWTH.....		68
10.1	Professional Growth.....	68
<b>ARTICLE 11 .....</b>		<b>69</b>
CONCERTED ACTIVITIES .....		69
<b>ARTICLE 12 .....</b>		<b>70</b>
MISCELLANEOUS.....		70
12.1	Employment Diversity .....	70
12.2	Nondiscrimination.....	70
<b>ARTICLE 13 .....</b>		<b>71</b>
DISCIPLINARY ACTION.....		71
Causes for Discipline .....		71
Definitions.....		72
Procedure for Disciplinary Action .....		73

<b>ARTICLE 14</b> .....	<b>75</b>
POLICE SERVICES .....	75
<b>ARTICLE 15</b> .....	<b>77</b>
LIMITED TERM AGREEMENTS .....	77
<b>ARTICLE 16</b> .....	<b>78</b>
DURATION .....	78
<b>ATTACHMENT 1</b> .....	<b>79</b>
REQUEST FOR LEAVE OF ABSENCE .....	79
<b>APPENDIX A</b> .....	<b>81</b>
SALARY SCHEDULE .....	81
<b>APPENDIX B</b> .....	<b>82</b>
RECLASSIFICATION PROCEDURE .....	82
Petition .....	82
Board of Review .....	82
Reclassification Study .....	83
<b>APPENDIX C</b> .....	<b>84</b>
E-MAIL POLICY .....	84
<b>APPENDIX D</b> .....	<b>86</b>
LIMITED TERM AGREEMENTS .....	86
<b>APPENDIX E</b> .....	<b>92</b>
EGBERT TRUST AGREEMENT .....	92

## **ARTICLE 1**

### **AGREEMENT**

#### **1.1 Preamble**

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

#### **1.2 Recognition**

- 1.2.1 The Elk Grove Unified School District fully recognizes the American Federation of State, County and Municipal Employees, Local 258 as the sole and exclusive collective bargaining agent of all positions of the District within the bargaining unit including long-term substitutes who work more than 75% of the work year in the same assignment and as defined in the wage schedule in Appendix A, and excluding:
  - a. Management
  - b. Confidential
  - c. Supervisory
  - d. Yard Supervisors
  - e. Those unit members recognized by PERB as unit members of the California School Employees Association

- f. Building Inspectors (State, County, City and DSA—i.e. those employed by another entity.)
- g. Outreach Consultants
- h. Occasional and substitute employees employed less than 75% of the school year
- i. Those unit members recognized by PERB as unit members of the Amalgamated Transit Union
- j. Apprentices and professional experts employed on a temporary basis.
- k. Those employees identified by the district as Administrative Support employees

### 1.3 Savings

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

**ARTICLE 2**  
**UNION RIGHTS**

2.1 General Rights

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

- 2.1.8 Should the Union or the District desire to discuss any general problems not pertaining to grievances, a meeting shall be arranged upon request.
- 2.1.9 An employee of the District shall have the right to review the contents of his/her own personnel file maintained in the District's central Human Resources office. A designated AFSCME representative may, at the classified employee's request, accompany him/her in the review.

## 2.2 Orientation

- 2.2.1 Should Human Resources hold orientation sessions for new employees, AFSCME will be provided an opportunity for employee access. Either online access or a hard copy of the negotiated agreement will be provided. The Union will be provided a list of newly hired employees and their work location. AFSCME has the right to make a presentation to the new employees at a scheduled time at a specified location.
- 2.2.2 The District will notify all employees represented by the American Federation of State, County, and Municipal Employees, Local 258, of this Agreement and give a summary of all additions and changes.
- 2.2.3 On or about the day of payroll cutoff, the District will provide a listing of the following information for each unit member: (1) name (2) classification (3) work location (4) home address and phone number (if not unlisted), (5) the employee number, (6) dues contribution, and (7) date of hire.

## 2.3 Civil and Legal Rights

- 2.3.1 The personal life of an employee is not an appropriate concern of the Governing Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.
- 2.3.2 Employees shall be entitled to full rights of citizenship, and no religious, political, or organizational activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the continued employment of such employee, providing said activities do not violate any local, state, or federal laws.
- 2.3.3 Whenever any employee is required to appear before the Superintendent, Governing Board, designee, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an AFSCME representative present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay unless otherwise provided by law.



## 2.4 Dues and Payroll Deductions

- 2.4.1 Payroll deductions for membership dues in the Union shall be provided by the District for members who sign and deliver to the Payroll Office the appropriate form authorizing such deductions.
- 2.4.2 Payroll deductions for annuities, credit union, District-sponsored health plans, or any other plans jointly agreed to by the District and the Union shall be provided for unit members who sign and deliver to the District the appropriate forms authorizing such deductions.
- 2.4.3 The deduction of prorated annual dues and service fees shall be made from the paycheck each month for twelve (12) months beginning in July and ending in June of each fiscal year. The District will remit promptly to the Union all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
- 2.4.4 Unit members may designate on the Union's dues deduction form an opportunity for voluntary political deductions.
- 2.4.5 Unit members employed for less than a full school year shall pay dues to the Union in an amount that is directly proportionate to the weeks they were employed in the school year. A schedule of rates to be paid under this section will be provided to the District by the Union.
- 2.4.6 If membership dues or service fees are deducted by the Governing Board from the pay of any person and turned over to the union and the person does not owe the same, the Union shall, upon receipt of a written request, return such funds to the employee affected.
- 2.4.7 All unit members shall become members of the Union or pay an annual service fee equal to that share of the Union's annual dues appropriately attributable to those services set out in AB 1960 as compensable union activities for the duration of this Agreement.
  - a. Unit members may elect to pay the above service fee directly to the Union by notifying the Payroll Office that such fee will be paid directly to the Union.
  - b. Upon written notice from the Union to the District of failure to comply with Section 2.4.7 of this Article, the District shall put said unit member on payroll deduction for the appropriate amount of the fee on the next pay warrant. Such notice will include the name of the employee and the amount to be deducted.
  - c. Payroll deductions of the fee for unit members who elect not to join the union shall commence upon receipt by the District of the signed payroll deduction authorization. Such authorization shall include the name of the unit member(s) from whom service fees are to be deducted.
  - d. Those employees who elect to be members shall remain members of AFSCME for the duration of the contract, except that the employee may provide notice of his or her election to return to fee payer status within 30 days prior to contract expiration or after the contract has expired.

2.4.8 Any unit member who belongs to a religious group or church whose long-standing teachings have historically forbidden joining or supporting Unions and so demonstrates in writing to the satisfaction of the Union shall pay such fee to the union which shall then contribute such fees to an established charitable organization as set forth below.

- American Red Cross
- American Cancer Society
- Elk Grove Unified School District Scholarship Fund
- United Way

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

## 2.5 Release Time and Union Stewards

2.5.1 The Union shall be permitted to maintain Stewards.

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

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

2.5.4 Stewards shall have a reasonable amount of release time for the purpose of processing grievances. This shall apply only to the informal stage of the grievance procedure provided that the release time does not include preparation, investigation, or work outside of meeting with management. An additional 8 hours of release time will be made available annually for the presentation of grievances and meetings in which a steward is required to assist an employee who has been notified that he or she will be disciplined.

2.5.5 Stewards (not to exceed 14) shall be allowed up to 8 hours of release time per school year to attend training mutually agreed to or provided by AFSCME and the District.

2.5.6 The AFSCME president may be released up to one day per week for union business. The AFSCME treasurer may be released up to four hours on one day per month. The actual cost of the release time shall not exceed the cost of the president's or treasurer's per diem salary.

## ARTICLE 3

### DISTRICT RIGHTS

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

location and also to any facilities, classrooms, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening;

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

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

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### **4.1 Definitions**

- 4.1.1 A grievance is a claim by an employee or AFSCME, that there has been a violation, misinterpretation, or misapplication of this contract.
- 4.1.2 An aggrieved person is the person(s) or AFSCME, making the claim.
- 4.1.3 A "party in interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

#### **4.2 Purpose**

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

#### **4.3 Procedure**

- 4.3.1 Pre-grievance requirements: Any person with a problem requiring resolution must first discuss the problem with the appropriate immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. If resolution is not affected, a grievance may be filed within six (6) calendar weeks of the event or circumstances giving rise to the alleged grievance.
- 4.3.2 An employee may file a grievance in writing simultaneously with the president of AFSCME and Human Resources for routing to the appropriate administrator.

- 4.3.3 Within ten (10) work days after receipt of the written grievance, Human Resources or the president of the AFSCME will meet with the aggrieved person and a representative of the AFSCME or the District in an effort to resolve it.
- 4.3.4 If the grievant is not satisfied with the disposition above, or if no written decision has been rendered within ten (10) work days of the meeting specified in 4.3.03, AFSCME may request that the matter be submitted to mediation. If the District agrees, then the matter shall be mediated with the State Mediation and Conciliation Service as soon as a date may be set.
- 4.3.5 If the grievant is not satisfied with the disposition above, or if no written decision has been rendered within ten (10) work days of the meeting specified in Section 4.3.03, he/she may within twenty (20) work days of the meeting specified in Section 4.3.03 above, request in writing that the grievance be submitted to an arbitrator. The arbitrator's decision will be in writing and will set forth to all parties his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator will have no power to add to, subtract from or modify the terms of this agreement, or the written policies, rules, regulations, and procedures of the District. Should it become necessary to decide an issue, an arbitrator is required to review issues of "external law." Provided that the arbitrator abides by his or her jurisdictional mandates, doesn't commit fraud, or have a conflict of interest, the decision of the arbitrator shall be binding. Discipline of employees is not subject to binding arbitration. All appeals of discipline shall be subject to District policy and Education Code §45113.
- a. AFSCME alone, as opposed to the individual unit member grieved, by written notice to Human Resources within fifteen (15) work days of receipt of the request, may submit a grievance to binding arbitration.
- 4.3.6 Unless otherwise mutually agreed, after a grievance has been submitted for arbitration, the moving party shall request from the State Mediation and Conciliation Service a list of five (5) arbitrators experienced in resolving grievances in the public schools.

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

- a. The parties shall develop a written description of the grievance and steps through which it has moved. The exact question or issue which must be answered or solved is to be specified in writing. The document, when agreed to and signed by both parties, will become the charge for the arbitrator. If no agreement can be reached, then the moving papers will be provided the arbitrator, and he or she will be responsible for developing the issue to be resolved at the hearing.
- b. In all instances, the arbitrator's award will be in writing and set forth the finding of fact, conclusions reached, and the logic underlying those conclusions. The award will be submitted by the arbitrator to the District and AFSCME.
- c. Within ten (10) work days of the receipt of the award, the District and AFSCME will make a final decision notify the affected parties in writing.

- 4.3.7 All costs for the direct services of the arbitrator will be borne equally by the District and AFSCME. Other costs will be borne by the party incurring them. Costs of a transcript, if used by, AFSCME or the District shall be borne equally.

#### 4.4 Rights of Employees to Representation

- 4.4.1 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an AFSCME, or any other participant in the grievance procedure by reason of such participation.
- 4.4.2 Grievants may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative. If a grievant does not choose to be represented, the AFSCME shall be given a copy of the grievance and the proposed resolution and have the opportunity to file a response within five (5) work days.

#### 4.5 Miscellaneous

- 4.5.1 AFSCME may on its own behalf and on the behalf of the affected employee, initiate a grievance which affects more than one employee at one location.
- 4.5.2 If a grievance arises from action or inaction of a person at a level above the school or department, the aggrieved person shall submit such grievance in writing to the Superintendent or his/her designee and AFSCME.
- 4.5.3 Decisions rendered in Section 4.3.03 of the procedure will be in writing specifying the decision, the reasons and will be transmitted promptly to those parties in interest. Time limits for appeal shall begin the day following receipt of written decision by the parties in interest.
- 4.5.4 When it is necessary for a grievant and his/her representative(s), or an employee to serve as a witness at the hearing, such parties shall be released without loss of pay. A reasonable effort will be made to hold grievance hearings during the grieving employee's workday.
- 4.5.5 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 4.5.6 Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent or his/her designee and employee organizations and provided by the District, as necessary, at the cost of the District.



## ARTICLE 5

### WORKING CONDITIONS

#### 5.1 Definitions

- 5.1.1 **Permanent Employee:** Employees hired on either a full-time or part-time basis, with the understanding that their employment will continue as long as their work and conduct meet the requirements of the District. However, the employees will not be officially designated permanent until the probationary period has been rendered in a satisfactory manner.
- 5.1.2 **Short-term Employee:** Any person who is employed to perform a service for the district upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Substitute and short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service nor members of the bargaining unit.
- 5.1.3 **Substitute:** Pursuant to California Education Code § 45103(d)(1), any person employed to replace a classified employee who is temporarily absent from duty, while a position is posted, and/or filling a position for not longer than sixty (60) work days”.
- 5.1.4 **Probationary Employee:** An employee who is serving the District in a position will become a regular or permanent employee after the probationary period has been served.
- 5.1.5 **Probationary Period:** The probationary period for all new employees shall be a period of six (6) months.
- a. In the case of a classified employee who has regular or permanent status, but who is promoted to a higher classification, there is a six (6)-month probationary period in the new classification.
  - b. All employees in positions subject to this contract, who have been employees for a period of six (6) months or longer shall be deemed to have permanent status; and those who have served less than six (6) months, shall have probationary status until they shall have served six (6) months.
- 5.1.6 **Proportional Credit:** For the purpose of prorating service for District benefits, probationary time, eligibility for step increment and salary, 173.33 hours of employment shall equal one month of full-time service.

#### 5.2 Hours, Breaks, and Lunches

- 5.2.1 The regular work week for unit members shall not exceed forty (40) hours; the regular work day shall not exceed eight (8) hours. The workweek shall consist of not more than five (5) consecutive work days for any employee having an average workday of four (4) hours or more during the workweek. (Education Code §45131).

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

### 5.3 Classification Descriptions

- 5.3.1 The duties and responsibilities of the members of the classified employees shall be fixed and prescribed in the classification description as approved for each class by the Governing Board.
- 5.3.2 Classification descriptions will be maintained and made available on-line and in a separate manual.
- 5.3.3 Within the limits of its resources, the Board will create and establish a sufficient number of positions to adequately care for all phases of the District's classified operations, and shall set the hours and days to be worked in each position. A sufficient number of qualified persons will, to the best of the Board's ability, be employed to fill all such positions.
- 5.3.4 Maintenance classifications were developed to identify specialized trades. The District agrees that growth will allow more specialization within the trades but wants to insure that job descriptions guarantee that no employee will be unable to perform useful work if no work is immediately available within the specialization.
- 5.3.5 Classification descriptions may be found in the "Employment Section" of the District's website. Any necessary modifications to unit class descriptions will be modified with AFSCME's agreement.

### 5.4 Assignment-Shifts-Hours

- 5.4.1 If there are no volunteers for changes in hours, the assignment will be done on the basis of seniority. Ten (10) work days will be allowed for the transition except in exigent circumstances.
- 5.4.2 All other things being equal, employees shall be given shift assignment preference on the basis of seniority within his/her job site/department in the event of a job vacancy.
- 5.4.3 Split shifts which require a current employee to modify his or her hours shall be negotiated between the District and AFSCME. Current split shifts will be grand parented. Additional hours added to current positions which split shifts will not be subject to negotiation.

- 5.4.4 Assignment of School Security Specialists may be a four (4) day, forty (40) hour work week, a 9-8-80, or a work schedule as determined necessary by the Chief of Police Services.

## 5.5 Reduction in Work Force/Seniority

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

## 5.6 Safety

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

The District and AFSCME agree to an Injury and Illness Prevention Program Committee which meets monthly with unit representation from clerical, maintenance, grounds, custodial, police and security services, and food & nutrition services. The task will be to monitor and recommend good safety practices. Minutes from the IIPP Committee will be available on-line and in hard copy.

The District will implement IIPP State-mandated guidelines.

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

who shall comply with any reasonable request from the employee for information in the possession of the Superintendent or his/her designee relating to the incident or the person involved, and shall act in appropriate ways as liaison between the employee, the person, and the courts.

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

## 5.7 Uniforms

- 5.7.1 A uniform allocation will be provided for custodial, maintenance, grounds, purchasing warehouse, food & nutrition services warehouse, and security services employees for wear while on duty.
  - a. Food & Nutrition Services personnel will be provided with aprons because no uniform is required. Current practice allows food & nutrition services staff to wear school logo shirts to feel more a part of that site. School logo shirts are not considered a part of uniform allocations and are voluntary wear on the part of the employee.
- 5.7.2 Security uniforms: The annual uniform allocation will be five (5) uniform shirts and two (2) pair of pants.
- 5.7.3 Only probationary/permanent employees are eligible for the uniform allocation.
- 5.7.4 The uniform allocation will be five (5) industrial shirts annually and one (1) jacket every three (3) years. Employees may elect to use the equivalent dollar value of the uniform allocation towards the purchase of optional wear listed in Article 5.8. The District shall provide a number of uniforms as negotiated in bargaining, with the District bearing all costs. The District will provide Maintenance/Grounds employees with two (2) pairs of industrial overalls per year (or whenever the overalls are worn out). Additionally “pig bibs” will be provided to plumbers.
- 5.7.5 Uniform articles remain the property of the employee.
- 5.7.6 Unit members are required to wear allocated uniforms while carrying out the duties and responsibilities of their position.
- 5.7.7 Uniform specifications (color, material, styling, etc.) are governed by the Elk Grove Unified School District. Clothing items not complying with specifications are not to be worn.
- 5.7.8 Employees must begin each work day clean, neat and attired in properly fitting prescribed uniforms. Uniform items, optional wear items, and pants with visible areas of wear or disrepair will not be worn.
- 5.7.9 The District agrees to stock back braces in the warehouse for those employees whose job regularly and routinely requires heavy lifting. Employees who believe that they need to have such a brace may make application to the warehouse through their immediate

supervisor. Those employees who have had previous back problems must wear such braces when performing any heavy lifting.

5.7.10 Foul weather gear including rain boots if determined necessary by the supervisor will be available to each work site for employees to work outside during inclement weather.

5.7.11 Protective devices will be available to each work site for employees to work outside during inclement weather including work on roofs.

## 5.8 District-Provided Uniforms and Approved Optional Wear

### REQUIRED ITEMS:

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

### OPTIONAL ITEMS:

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

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

## 5.9 Badges

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

## ARTICLE 6

### **EMPLOYMENT PRACTICES**

#### 6.1 Vacancy Announcements

- 6.1.1 Vacancy notices will be posted online and at Human Resources and “One Stop Career Center” (Career Center) for a minimum of eight (8) workdays. There are eleven “One Stop Career Centers” within the community. They may be found at Sacramento Employment Training Agencies. Currently the phone number for the Gerber Center is (916) 689-3560.
- a. Vacancy notices will be dated.
  - b. Employees are encouraged to access computers made available for job information. For example, libraries and One Stop Career Centers will provide employee access. Employees not routinely using computers may request their supervisors advise them of where a computer may be accessed for work purposes, such as receiving email communication, getting job vacancy information.
  - c. Employees needing assistance with computers to obtain job vacancy information may schedule appointments with Human Resources or a “One Stop Career Center.”
  - d. Employees interested in transfer and promotions are encouraged to check postings on one uniform day a week (such as Monday). Doing so will allow them access to all job openings.
- 6.1.2 Vacancy notices shall include, but not be limited to: job titles; work-site; work hours, week, and year; wage level; application deadline, and application requirements.
- 6.1.3 Personal interviews will be conducted by appropriate supervisors before filling all advertised vacancies. Qualified in-district applicants will be interviewed.
- 6.1.4 Applicants for a vacancy who provide an email address on the application shall be notified by email if they are not interviewed and for those interviewed when the final selection is made.
- 6.1.5 In the event that one or more applicants are equally qualified for a vacancy, the applicant with the greatest seniority shall be given preference.
- 6.1.6 The filling of vacant positions shall be done in accordance with the regular position selection procedures outlined in this section.
- 6.1.7 The District will announce all summer school vacancies and special summer programs conducted by the District to all District classified staff by April 15 via the procedure used to announce all Summer School vacancies. Summer School vacancies and special

summer programs may involve a summer school application. In such cases, personal interviews may not be necessary.<sup>1</sup>

- 6.1.8 The District will not offer any summer school or other special summer program openings to non-bargaining unit applicants until it is ascertained that no bargaining unit employees either meets the qualifications for the vacancy in question or applies for the open position in a timely fashion as specified in the posting.

## 6.2 Requirements

- 6.2.1 Applicants for appointment to the classified staff shall fulfill the requirements and meet the standards as defined in the job description as approved by the Governing Board. In addition, applicants must meet the fingerprinting requirements of California law prior to reporting for work.
- 6.2.2 Age of the individual shall not be a factor in the hiring, continuing employment, or releasing of an employee who is otherwise qualified for employment by the District, consistent with limitations set forth in the California Education Code.
- 6.2.3 Education and Experience: All persons employed to fill any regular full-time, or part-time position, should possess substantially the desirable qualifications of education and experience described in the official class specifications, provided however, that the Board may authorize the appointment of persons having less than the appropriate qualifications if fully qualified persons cannot be recruited.
- 6.2.4 No inquiry in regard to his/her race, color, religious creed, sex, or national origin shall be made of a person proposed for, or seeking employment.
- 6.2.5 Special Driver Certificates: The District shall reimburse unit members the renewal cost of any special driver's certificate (other than a Class C driver's license) required in the performance of their duties. This shall include a Class A or B license for those employees whose job description requires such a license.

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

- 6.2.6 The Board reserves the right to require a physical examination relevant to the requirements of the position as a condition precedent to employment and, if circumstances justify, such an examination may be required of any employee at any time following their date of employment. The cost of a physical examination prior to employment shall be paid by the applicant. It is the policy of the Board to pay for the cost of physical examination subsequent to employment if such examination should be required by the Board.

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<sup>1</sup> Food Service employees are normally hired by sign up sheets. Preference is provided to the employee already working at the site. If that employee is unable or unwilling to take the position, it will be opened for other employees who meet the qualifications.

- 6.2.7 All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other tests designed as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at District expense if they are not available without cost.
- 6.2.8 Retiree - Substitute List: In those instances where retiring employees immediately sign up for the substitute list, there will be no requirement that they take a pre-employment physical to substitute for the position vacated by retirement. "Immediate" means notification prior to retirement.

### 6.3 Transfer between Sites/Locations

#### 6.3.1 General Provisions

- a. A transfer is defined as a move from one site or location to another within the same classification.
- b. A voluntary transfer is one initiated by the employee.
- c. A unit member may apply, according to the procedure in 6.3.2, for any vacancy or new position occurring prior to the first student attendance day of the school year.
- d. No later than the first Friday in April each year, a comprehensive listing of anticipated vacancies at new schools for the following school shall be posted to the District Website under the Job Listings Area. A copy will be sent to all school secretaries and all leadership team secretaries or designees for departments without secretaries for posting.
- e. An involuntary transfer is one initiated by the District.

#### 6.3.2 Voluntary Transfers

- a. Voluntary Transfers are encouraged to allow an employee to accommodate personal and professional choice for job location and/or focus.
- b. Requests for transfer shall be made on a District form with a copy of the most recent evaluation and submitted to Human Resources. Employees may apply for a transfer to a specific site or for any position within his or her classification that becomes open. All transfer applications submitted to Human Resources shall be active for a period of one (1) year from the date of filing. Human Resources shall provide copies of transfer applications to AFSCME upon request.
  1. Transfer to a specific site. The applicant must complete a "Request for Transfer" form in triplicate for each specific school site he/she is interested in. One copy is retained by the employee; two are sent to the Human Resources Department. Human Resources will send a copy to the appropriate supervisor or manager of the location in which a vacancy occurs.



2. Transfer to unidentified site. Applicants willing to consider placement in any open position that becomes available should complete a Request for Transfer form and so indicate.
- c. When a vacancy occurs, the announcement shall be posted as set out in 6.3.1 no less than ten (10) days prior to the filing deadline. The announcement will include all relevant information regarding the vacancy:
  1. Location of the vacancy;
  2. Description of the vacancy, including but not limited to (general duties, whether part-time or full-time, number of hours, whether benefited, whether permanent or interim, etc.);
  3. Special classification-related qualifications or experience preferences;
  4. Application deadline and the person responsible for receiving the applications.
- d. All employees in good standing who have completed their probation are entitled to apply for a voluntary transfer. Good standing means that the employee has a current evaluation that meets or exceeds standards and is not currently on an improvement plan or unscheduled evaluation cycle. Except when the pool of internal candidates exceeds ten (10), all internal candidates who have submitted a Request for Transfer form will be interviewed. Requests for transfer shall be made on a District form with a copy of the most recent evaluation within the last twelve (12) months including rebuttals, if any, and submitted to Human Resources. If there is no evaluation within the last twelve (12) months, the employee's performance during that period shall be deemed as meeting all standards and the application process will go forward. Employees may apply for a transfer to a specific site or for any position within his or her classification that becomes open. All transfer applications submitted to Human Resources shall be active for a period of one (1) year from the date of filing. Human Resources shall provide copies of all transfer application to AFSCME upon request.
- e. Transfer requests shall be considered in terms of two criteria:
  1. Qualifications of the applicant for the vacancy in terms of experience, ability to work with others, documented performance, the most recent evaluations and recommendations;
  2. When all other relevant criteria are equal, the most senior applicant will be given preference.
- f. If a decision is made by the authorized manager or administrator not to fill a vacancy with any of the employees applying for transfer, the reason will be provided in writing upon written request. All candidates will be advised of the results of the transfer selection process.

### 6.3.3 Involuntary Transfers

- a. Except when done pursuant to a disciplinary process, involuntary transfers shall not be punitive. Management decisions on involuntary transfers shall be final, once AFSCME and the affected employee have been informed and allowed input into the decision.

- b. An employee shall not be involuntarily transferred more than once in three (3) years, unless he or she consents to it in writing after consultation with AFSCME, or the District can substantiate that its educational program is made less effective or efficient by continuing the employee in his or her current position or an entire program or operation is moved.
- c. An employee who has been involuntarily transferred shall retain the job classification, work year, hours, compensation, and benefits provided for in this contract. If the shift hours are to be modified, an employee's personal needs will be considered prior to finalization of the transfer.
- d. In circumstances where it is feasible, an employee being considered for involuntary transfer under this section shall have the right to indicate, in writing, a preference.
- e. Involuntary transfers shall be processed by Human Resources, in consultation with the affected employee, the appropriate manager or administrator, and AFSCME. Upon written request, the reasons for such transfer shall be delineated in writing and delivered to the employee and AFSCME.

#### 6.3.4 Priority Transfer Process

- a. Those unit members who feel transfer is critical must so indicate on a Request for Transfer form and have AFSCME countersign the request which calls for priority response from the District, including but not limited to administrative transfer.
- b. AFSCME's endorsement for priority may ask the employee to train in interviewing skills, the application process, and direct feedback and practice. Engaging in the priority transfer process necessarily involves consultation between the District, AFSCME, and the affected employee.
- c. The Priority Transfer process does not allow a unit member to designate a particular site for transfer, but would allow the refusal to accept a particular transfer by withdrawing from the Priority Transfer process.
- d. When more than one site is available to a Priority Transfer applicant for transfer, the employee shall be allowed to indicate his/her preferred site.

### 6.4 AFSCME Promotional Positions

- 6.4.1 a. The following positions will be closed promotional:

Accounting Technician II  
 Accounting Technician III  
 Assessment and Evaluation Technician II  
 Assessment and Evaluation Technician III  
 Buyer II  
 Computer Support Help Desk Specialist II  
 Computer Support Help Desk Specialist III  
 Computer Technician II  
 Computer Technician III

Construction Technician II  
 Construction Technician III  
 Custodian II  
 Data Archive Technician II  
 Food & Nutrition Services Assistant II  
 Grounds Equipment Operator (Entry Level Classification: Sr. Grounds Worker)  
 Grounds Water Quality Technician (Entry Level Classification: Sr. Grounds Worker)  
 Irrigation Systems Technician (Entry Level Classification: Sr. Grounds Worker)  
 Lead Campus Supervisor  
 Lead Custodian I (Entry Level I/II)  
 Lead Custodian II (Entry Level: Custodian I/II and Lead Custodian II)  
 Food and Nutrition Services Packaging Lead (Entry level: FNS Assistant II /  
 Elementary Lead / Secondary Lead)  
 Lead Food and Nutrition Services – Elementary (Entry level: FNS Assistant I / II  
 and Food Processing Center Assistant)  
 Lead Food and Nutrition Services – Secondary (Entry level: FNS Assistant II and  
 Lead FNS – Elementary)  
 Office Assistant II  
 Office Assistant III  
 Payroll Technician II  
 Payroll Technician III  
 Personnel Assistant II  
 Planner II  
 Planner III  
 Professional Learning Technician II  
 Professional Learning Technician III  
 Purchasing Assistant II  
 Risk Management Technician II  
 School Office Assistant II  
 School Site Controller II  
 School Security Specialist II  
 Spray Technician (Entry Level Classification: Sr. Grounds Worker)  
 Sr. Computer Support Help Desk Specialist  
 Sr. Computer Technician  
 Sr. Duplicating Room Operator  
 Team Leader Grounds Worker (Entry Level Classification: Sr. Grounds Worker)  
 Team Lead, Maintenance  
 Warehouse Worker II  
 Warehouse Worker II – Food and Nutrition Services  
 Water Quality/ Irrigation Control System Specialist

- b. To receive interview consideration for closed promotional positions unit members must:
- (1) Be currently working in the entry-level classification for the closed promotional position for which they are applying;
  - (2) Have successfully completed probationary status in their current position by the closing date of posting; and
  - (3) Have a current satisfactory performance evaluation.

- c. After the closing date of a posted closed promotional position, if fewer than two (2) unit members within the entry-level classification apply other inside and outside applicants will also receive interview consideration in order to insure that there is an adequate applicant pool.
- d. As closed promotional positions arise, they will be posted on the regular posting schedule prepared by the Human Resources. Unit members interested in closed promotional openings must adhere to the timelines and instructions for applying to receive interview consideration.

#### 6.4.2 Promotion or Transfer Salary Placement Criteria

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

#### 6.4.3 Working out of Class (Inconsistent Duties)

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

### 6.5 Promotion

- 6.5.1 Unit members shall be notified of vacancies as provided for in this Article. The District shall first consider unit members in good standing and who meet the minimum requirements for promotional advancement within a defined classification before considering substitutes and external applicants. Unit members shall serve a probationary period in the new position of six (6) months pursuant to Article 6.6.4.
- 6.5.2 In-district applicants for a position will be screened for qualifications and evaluations and unit members will be excused from work, when necessary, for all District scheduled tests and interviews.
- 6.5.3 The District Promotional Report will be available to AFSCME upon request.
- 6.5.4 Training opportunities to enhance promotability will be available to those who request.

## 6.6 Probation

- 6.6.1 The probationary period shall be a period of six (6) months. Time on leave of absence shall not apply toward completion of the probationary period.
- 6.6.2 All new employees of the District and present employees promoted to a higher classification must satisfactorily serve the District for the prescribed probationary period of time before attaining the status of a regular or permanent employee. At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.
- 6.6.3 If, however, a person serves as a substitute or short-term employee, for more than 195 days in a fiscal year and then becomes a regular employee in the same classification, his/her service in the prior status shall count toward completion of the probationary period provided there has been no substantial break in service. In these cases, vacation and sick leave accrued from the date of initial employment shall be computed according to the percentage of time actually worked and accredited to the employee.
- 6.6.4 During the probationary period, a new employee may be dismissed at the discretion of the Superintendent or his/her designee. A presently employed employee promoted to a higher classification may be returned to his/her former classification at the discretion of the Superintendent or his/her designee.
- 6.6.5 Employees returning to District employ after a complete break in service of six (6) months or more, shall again serve the prescribed probationary period before attaining regular or permanent status.

## 6.7 Permanent Status

- 6.7.1 Classified employees to be designated as permanent employees of the District must serve a six (6)-month probation period.
- 6.7.2 The implementation of the employing agreement shall be according to the officially adopted and published job classification plan, and the officially adopted and published bargaining unit wage schedule.

## 6.8 Personnel Records

- 6.8.1 Personnel records shall be kept on all current employees and shall include the following:
  - a. Employment status
  - b. Evaluations
  - c. Changes of status
  - d. Other related materials
- 6.8.2 A separate folder containing each employee's salary information shall be retained in the Payroll department.

- 6.8.3 An employee of the District shall have the right to review the contents the employee's personnel file maintained in the District's Human Resources Department. A designated AFSCME representative may, at the classified employee's request, accompany him/her in the review or independently review the file with the written authorization of the employee. An employee may receive a copy of his/her personnel file in instances of disciplinary action or other personnel actions of the District without cost. Any employee may obtain a copy of his or her file by paying the cost of copying, not to exceed the costs paid by those requesting copies, pursuant to Government Code § 6250 et seq.
- 6.8.4 A classified employee shall be provided a copy of all derogatory materials before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the materials and to prepare a written response to such materials within ten (10) work days of receipt of the materials. The person or persons who draft and/or place materials in a classified employee's personnel file shall sign the materials and signify the date of which such materials were drafted and placed in the file. The written response shall be attached to the material.
- 6.8.5 Access to personnel files shall be limited to only those who have a need-to-know. The contents of all personnel files shall be kept in the strictest confidence. All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized by Human Resources.
- 6.8.6 All written materials files (except for those prohibited by law) shall be available for inspection by the employee involved in the presence of a Human Resources representative, by appointment.

## 6.9 Evaluation

- 6.9.1 Probationary employees shall be evaluated by the immediate supervisor on or before the 90th day of employment, and a final evaluation on or before the 170th day of employment.
- 6.9.2 Each classified employee, and the manner in which he/she discharges his/her assigned duties, shall be evaluated annually. Such evaluation report shall be forwarded to the Director for Classified Personnel.
- 6.9.3 Permanent employees shall be evaluated by the immediate supervisor a minimum of once a year, near the employee's anniversary date (hire date).
- 6.9.4 Sections 6.9.2 and 6.9.03, notwithstanding, and evaluation of a classified employee shall be made at any time if his/her job performance of assigned duties, attitudes, or conduct on or off the job, are considered to warrant such.
- 6.9.5 The District agrees that evaluators should provide actual notice either orally or in writing which will reasonably apprise the employee of performance problems prior to them being noted on the final evaluation summary. This requirement is not intended to prevent an evaluator's direct feedback on the final evaluation summary of inappropriate behavior which any reasonable employee should have known was not appropriate.

- 6.9.6 The District agrees to provide notice to employees of his/her rights to representation for all who will receive unscheduled evaluations.
  - 6.9.7 A copy of the evaluation shall be given to the employee and discussed with him/her, and acknowledged by the employee by signature. A copy shall be retained by the supervisor and the employee, and one copy forwarded to Human Resources. In the event the employee disagrees with the evaluation, he/she may within twenty (20) work days submit a written statement to be attached to the evaluation.
  - 6.9.8 The Board recognizes the right and privilege of an employee to evaluate his/her position and working conditions, and to make requests, criticisms, suggestions or complaints, provided such are made through the proper channels.
  - 6.9.9 The District agrees to advise AFSCME in a timely manner when it determines that an unscheduled evaluation is to be conducted.
- 6.10 Layoff and the Effects of Layoff
- 6.10.1 Classified personnel laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new candidates.
  - 6.10.2 Persons re-employed during this 39-month period are entitled to all leaves which were accumulated prior to their lay-off.
  - 6.10.3 Seniority shall be determined by date of hire with the District in a regular classified position.
  - 6.10.4 To facilitate a reduction in the classified work force necessitated by a lack of funds and/or a lack of work, the District shall lay off classified employees in accordance with the applicable sections of the Education Code and as supplemented below.

A. DEFINITIONS

- 1. **Layoff.** The termination of an employee because of lack of work and/or a lack of funds. An employee may be laid off if:
  - a. a position is being eliminated and the employee has the least hire date seniority in the classification;
  - b. the employee has been displaced following the return from leave of an employee with greater hire date seniority;
  - c. the employee has been displaced by an employee whose position was eliminated; or
  - d. the employee has been unable to return to duty following the exhaustion of specified periods of paid and unpaid illness or industrial accident leave.

2. **Reemployment Rights.** The right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
3. **Reemployment List.** A list of the names of laid-off employees, arranged in rank from the greatest to least hire date seniority in the classification from which laid off, plus higher classifications.
4. **Bumping Rights.** The right, when actually facing layoff, to displace the least senior employee in the same classification or a lower classification in which the employee who is facing layoff has formerly held permanent regular status.
5. **Break in Service.** A complete separation of a regular employment relationship with the District. A Board-approved leave of absence, either paid or unpaid, is not considered a break in service.
6. **Higher classification.** Service in any classification within job families which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual employees.
7. **Hire Date Seniority.** The employee's first day of paid probationary service in a classification.

B. PROCEDURES FOR LAYOFF

1. **Notice of Layoff.** The District will give employees and AFSCME no less than forty-five (45) calendar days notice prior to the effective date of their layoff. Such notice shall inform the employee of displacement rights, if any, and reemployment rights.
2. **Criterion for Layoff.** Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service shall be calculated on date of hire within the classification worked. If two (2) or more employees within a classification have the same hire date, the longevity base date will be used to determine as to who shall be laid off first and if that date is the same then the first day of paid service with the District will be used, and if that is the same, then the determination will be made by lot.
3. **Order of Layoff**
  - a. Classified employees shall be laid off in inverse order of hire date seniority by job classification. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
  - b. No permanent or probationary classified employee shall be laid off from any position while employees serving short-term or substitute status are retained in positions of the same classification.
4. **Rights of Employees Upon Layoff**



- a. A reemployment list for each classification subject to layoffs will be established and maintained for at least thirty-nine (39) months, or until exhausted, whichever is sooner.
- b. The names of employees who are laid off will be placed on the reemployment list by hire date in accordance with length of service in the classification, plus higher classification.
- c. Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy within the laid off person's classification.
- d. Employees on reemployment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants, as provided for in the rules of the District.
- e. An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of thirty-nine (39) months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.
- f. Those entitled to bump may bump into a position of greater, same, or fewer hours.

## **5. Demotions in Lieu of Layoff**

- a. In lieu of being laid off, an employee may elect demotion to a classification with a lower salary status in which the employee had previously served under permanent status provided that the employee has a greater hire date seniority in the classification than the incumbent employee. The employee shall be allowed to bump the employee with the least hire date seniority in the lower classification.
- b. Any employee will be automatically considered for demotion in lieu of layoff unless he or she indicates otherwise. The employee must notify the District in writing within five (5) working days after receiving layoff notice and rights to demotion.
- c. Any employee demoted pursuant to this rule shall receive the closest salary step of the new salary range of the classification which is closest to, but not greater than, the employee's present salary.
- d. An employee displaced pursuant to this rule shall have the same rights as persons laid off for lack of work or lack of funds.

C. REEMPLOYMENT

1. Laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. Employees shall not have to apply or interview to obtain his/her position.
2. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position which increases assigned time as vacancies become available for an additional period of twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification still applies. Such employees shall be ranked in accordance with their hire date seniority on the reemployment lists.
3. When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee will be notified and given the opportunity to accept the vacancy. That employee may decline the offer of employment and retain their position on the list. The offer will then be made to the next person on the list. A laid off employee may refuse the first offer, but the rejection of the second will constitute a waiver of the employee's statutory right to be on the reemployment list.
4. An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in his/her original classification or any other classification for which qualified, and such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.

D. OTHER LAYOFF CONSIDERATIONS

1. Employees who are subject to layoff will be offered vacant positions at an equal or lower classification within the unit job family from which the employee was displaced.
2. The District will notify AFSCME of pending layoff actions which affect employees within the bargaining unit.
3. A Job Family is a group of classifications whose essential functions are closely related but require progressively more complex skills to perform successfully as you progress up the job family ladder.
4. The employee who is placed in a vacant position within the job family must meet the minimum qualifications of that position and will be required to serve a six (6)-month probationary period. Should the employee not successfully complete the probationary period, the employee would be

placed on the thirty-nine (39) month reemployment list for which the employee would otherwise have been qualified.

5. On notification of layoff, employees may file with the District a list of classifications in which the employee is interested. Except for closed promotional positions, the District will interview the employee for positions where the employee meets the minimum qualifications.
6. The definition of "job family" is intended to be narrowly defined (i.e., Office Assistant I, II and III), and not to be more broadly defined (i.e., Office Assistant III and Staff Secretary); however, the District will continue to attempt to accommodate employees to be laid off to other vacant positions within other classifications provided no law prevents that accommodation.

#### 6.11 Drug Testing for Safety Sensitive Positions

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

## ARTICLE 7

### HOLIDAYS/VACATIONS/LEAVES

#### 7.1 Holidays

- 7.1.1 The following fifteen (15) holidays will be designated on the annually negotiated classified calendar.

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day Before and After Thanksgiving Day  
Local Holiday of December 25  
Last Working Day Before Local Holiday of December 25  
New Year's Day  
Last Working Day Before New Year's Day  
Martin Luther King Jr. Day  
Lincoln Day  
Washington Day  
One Local Holiday <sup>2</sup>  
Memorial Day

- 7.1.2 On March 31, or on the day determined by the governing board, public schools and educational institutions may include exercises, funded through existing resources, commemorating and directing attention to the history of the farm labor movement in the United States and particularly the role therein of Cesar Chavez. AFSCME desires to coordinate with our other bargaining units ways in which the celebration may be cooperatively planned and implemented.
- 7.1.3 Employees will receive those holidays falling within their work year. Holidays falling within the employee's vacation period do not count as vacation days.
- 7.1.4 If a holiday falls on a Saturday, the day provided for the holiday will be the day before. If the holiday falls on a Sunday, the day provided for the holiday will be the day after.

#### 7.2 Vacations

7.2.1 Definitions:

**Month:** A calendar month beginning on the first day of the calendar month and ending on the last day of the month.

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<sup>2</sup> Depending on work calendar and site/department needs, Local Holiday will be taken **EITHER** the Friday of Spring Break **OR** the Working Day following the Local Holiday of December 25

**Fiscal year:** The period from July 1 to June 30.

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

7.2.2 General Provisions:

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

- a. Unit members who are employed full time are allowed the number of work days of vacation with pay each year as specified in Section 7.2.4.
- b. Less than one (1) year's service earns vacation in proportion to the time served.
- c. Part time employees on regular contract earn vacation which is prorated according to the time served.
- d. Summer school employees earn sick leave or vacation as provided in Section 45102 and any other applicable sections of the California Education Code.
- e. The term of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year July 1 to June 30 of the following year.
- f. Absence from duty of a member of the classified staff due to accident, bereavement, illness, quarantine, jury duty, being subpoenaed as a trial witness, or in response to a governmental summons not caused by his/her own connivance or misdeeds, shall not be considered as an interruption in continuity of service in the determination of vacation rights.
- g. Vacation credit will be granted for leaves of less than one (1) month and for the use of earned accumulated sick leave.
- h. Earned vacation days in one (1) year must be used by the end of the following fiscal year, but in no case shall earned, accumulated vacation days exceed thirty (30) in any fiscal year. For those employees who have accumulated more than thirty (30) vacation days by the end of the fiscal year, each supervisor or manager shall create a plan for vacation utilization.

- i. No employee will be allowed to accumulate more than thirty (30) days of vacation by the end of the fiscal year; if that occurs inadvertently, a manager shall either pay for or schedule the excess days of vacation.

#### 7.2.3 Use:

- a. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school or department and require prior approval by the employee's direct supervisor.
- b. Eligible employees must apply for vacation to the supervisor at least two (2) weeks in advance of the desired beginning date. Special consideration shall be given to emergencies.
- c. The District will consider the preference of the employee in the scheduling of vacation leave, and particular concern will be paid to allowing employees to schedule vacation when families can be together.
- d. An employee who anticipates termination in this District may take accrued vacation prior to the termination date with proper approval.
- e. All vacation may be canceled without notice in event of emergency.

#### 7.2.4 Accrual Rate:

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

### 7.3 Leaves

#### 7.3.1 General Leave Policies

- a. Except as otherwise provided in this Agreement, all leaves require prior District approval.
- b. If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave. Such evidence shall be required

within a reasonable time. Leave abuse shall be grounds for appropriate disciplinary action.

- c. Eligible employees on paid leave shall continue to receive the benefits provided in Article 9, Benefits.
- d. Eligible employees on unpaid leave shall be entitled to continue their health and welfare benefit coverage at their own expense.
- e. When feasible, at least twenty-four (24) hours notice shall be given of leave to be taken. For long-term leaves, notice shall be given within one (1) week of knowledge of the occasion for leave.
- f. The District may require a physical examination at District expense by a medical practitioner to confirm fitness to return to work and/or perform assigned duties.
- g. An employee who does not return at expiration of leave may, ten (10) work days following the expiration of the leave, be deemed a voluntary resignation and his/her employment may be terminated by the District.
- h. Immediate family referred to throughout Article 7 shall mean the mother, father, husband, wife, registered domestic partner, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchildren, foster parents, or any relative living in the immediate household of the employee.

#### 7.3.2 Sick Leave -- General Provisions

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

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

Requests for transferring sick leave are available in the Human Resources office.

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

#### 7.3.3 Procedures for Request for Leave

A Request for Leave of Absence form (Attachment 1) provided by the District shall be completed by each employee requesting a leave noting specifically:

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

#### 7.3.4 Sick Leave -- Accrual Rate

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

#### 7.3.5 Industrial Accident and Illness Leave

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

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

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

- a. Sixty (60) work days in any one (1) fiscal year for the same accident.



- b. Leave authorized by this rule shall not be accumulated from year to year.
- c. Leave authorized by this rule shall commence on the first day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation Laws of this state, exceed the normal wage for the day.
- e. The leave authorized by this rule shall be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
- g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage.
- h. The unit member will keep and cash wage loss benefit checks received under the Workers' Compensation laws of this State. The District will issue the appropriate warrants to pay less the amount of the wage loss benefit checks during the month the District is notified of the issuance of the check by Risk Management. Normal retirement and other authorized contributions will be deducted based on the member's wages before deducting the wage loss benefit checks and other authorized contributions.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of his position, he/she shall, if not placed in another position, be placed on a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- j. Any unit member receiving benefits as a result of this action shall, during periods of injury or illness, remain in the State of California unless the Superintendent or designee authorized travel outside the state.
- k. An employee who has been medically released and fails to report for work will be terminated in accordance with Section 7.3.1 (g).

#### 7.3.6 Imminence of Death

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

#### 7.3.7 Bereavement

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

#### 7.3.8 Occupational Purpose Leave

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

#### 7.3.9 Jury and Legal Leave

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

#### 7.3.10 Religious Observance

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

#### 7.3.11 Personal Emergency Leave

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

#### 7.3.12 Personal Necessity Leave

- a. During any school year (July 1 through June 30), unit members may use no more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:
  - 1. Death or serious illness (may be defined as an illness that may be terminal) of a member of his/her immediate family.
  - 2. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her work day.
  - 3. The birth or adoption of his/her child.
  - 4. Appearances in court as a litigant.
- b. One (1), two (2), or three (3) of the seven (7) personal necessity days above may be used during any school year under the following qualifying conditions for the reasons defined below:

Qualifying conditions:

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

Reasons:

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

7.3.13 Long Term Leaves

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

- d. For purposes of retirement, long-term leaves of absence shall not be considered as a break in service.

#### 7.3.14 Maternity Leave

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

#### 7.3.15 Pregnancy Disability Leave

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

#### 7.3.16 Child Care Leave

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

### 7.3.17 Family And Medical Leave

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

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

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

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

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

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

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

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

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

1. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility.
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

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

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

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

1. has equivalent pay and benefits; and

2. better accommodates recurring periods of leave than the regular position of the employee.

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

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

- d. PAID/UNPAID LEAVE: Leave provided by in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- e. HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the twelve (12) weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- f. FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control".

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

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is



needed to care for the family member on the date the leave expired. If a requested certification is not provided within thirty (30) days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

- g. **EMPLOYEE STATUS WHILE ON LEAVE:** FMLA leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.
- h. **MEDICAL CERTIFICATION/RECERTIFICATION:** Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every thirty (30) days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

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

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

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

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

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

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

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

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

#### 7.3.18 Military Leave

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

#### 7.3.19 Health and Hardship Leave

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

#### 7.3.20 Organization Leave

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

#### 7.3.21 Extended Leave of Absence for Illness

- a. If a person is absent beyond accumulated sick leave because of illness for a period of five (5) months or less, a leave of absence may be requested at the expiration of accumulated sick leave. The reasons, anticipated date of return and doctor's confirmation shall be included in the request. Such leave, if granted, protects an employee's employment until the expiration of such leave. Vacation pay, holiday pay, sick leave, or longevity benefits are not earned by employees on such leave.
- b. If, at the conclusion of this leave of absence, the unit member is still unable to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during

the prescribed thirty-nine (39) months the unit member is able to assume the vacancy in the classification of previous assignment, reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the unit member shall be ranked according to proper seniority.

#### 7.3.22 Catastrophic Leave

- a. The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/AFSCME committee will review requests and make recommendations to the Board of Education.
- b. Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 7.322.17.
- c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.
- d. The AFSCME Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.
  1. "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.
  2. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
  3. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
    - (a.) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
    - (b.) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
    - (c.) The employee has exhausted all accrued paid leave credits.
    - (d.) If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible

leave credits at a minimum of eight (8) hours, and in hour increments thereafter.

(1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of twelve (12) consecutive months.

(2) The verification of catastrophic injury or illness required pursuant to paragraph (d) of subdivision 7.322.4.

(3) Making all transfers of eligible leave credit irrevocable.

(e.) An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

- e. All unit members on active duty with the District are eligible to contribute to the AFSCME Catastrophic Bank if they have accrued a minimum of ten (10) days sick leave.
- f. Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- g. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- h. The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- i. Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- j. Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- k. The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- l. An additional day of contribution will be required of participants if the number of days in Bank falls below 500. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming

assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.

- m. If the number of days in the Bank at the beginning of a school year exceeds 1000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- n. Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- o. Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- p. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- q. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

#### 7.3.23 AFSCME Furlough Days Program

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

**ARTICLE 8**  
**COMPENSATION**

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

**8.1 Wage Study**

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

- a. The financial resources available for salary adjustment and other program improvement. "Available Resources" is defined as total projected income, less costs of maintaining all existing programs at current levels of service.
- b. The cost of achieving and/or maintaining parity with median total compensation paid in the comparison districts which are listed below:

- 1. Clovis Unified School District
- 2. Fremont Unified School District
- 3. Fresno Unified School District
- 4. Lodi Unified School District
- 5. Mt. Diablo Unified School District
- 6. Sacramento City Unified School District
- 7. San Juan Unified School District
- 8. Stockton City Unified School District
- 9. West Contra Costa Unified School District

and

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

**8.2 Schedule Structure**

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

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

8.2.2 The classified salary schedule will provide for three (3) training class increments of 3% each. Each training class will require the completion of the equivalent of eight (8) semester hours of college credit or fifteen (15) clock hours of instruction per unit (120 hours total). Credits may be earned in a variety of ways.

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

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

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

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

8.2.4 Compensation for the next two years of this agreement beginning with the 2005-2006 fiscal year and ending with the 2006-2007 fiscal year on June 30, 2007, will be as follows:

- a. The District agrees to funded COLA in accordance with the practice under the former contract.
- b. Funded COLA is the amount which the District actually receives in increased revenue limit per ADA. It is not intended to include funds already received by the District in some other category. In the event that there is a dispute concerning the percentage, the District and AFSCME agree that School Services of California, Inc. shall be asked to designate a number for funded COLA which shall resolve the controversy.



## 8.2.5 SALARY SCHEDULE REDUCTION

See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

## 8.3 Salary schedule placement and movement

- 8.3.1 When determining initial salary for a newly hired AFSCME employee, the employer may consider prior experience for salary schedule placement upon verification of comparable experience in the area he/she is assigned.
- 8.3.2 Experience step advancement will be earned at the completion of an assigned work year, i.e., school year, ten (10) months, twelve (12) months, commencing with the original date of hire. For purposes of step advancement calculation, employees beginning work prior to the 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.
- 8.3.3 Advancement to Training Class levels is based upon units/credits earned after hire date.
- 8.3.4 Training class changes will be made at the beginning of each school year (July 1) and will be based on evidence of completion of the required units or hours of in-service training (transcripts, certificates of completion, or other acceptable documents) and evidence of prior approval as required.
- 8.3.5 Evidence of completion documents must be submitted to the Human Resources by October 1; the new salary will be retroactive to July 1, or to the start date of the work agreement, and be implemented no later than the December 1 payroll.
- 8.3.6 Employees who expect to have enough units earned to qualify for a salary change on October 1 must complete an application for training class change and submit it to Human Resources on or before April 15 of the school year preceding the school year for which advancement is desired.
- 8.3.7 Units may be approved for training class credit for two basic purposes:
  - a. Development or improvement of skills which relate directly to the current position or classification; or
  - b. Preparation for promotion to another position or job classification within the District. In such cases, supervisors will approve for salary credit only those units which have relevance for both the current position and the target position.
  - c. An employee may receive no more than one training class change per year.

#### 8.4 Longevity Bonuses

8.4.1 Longevity bonuses for classified personnel will be paid at the end of the seventh, tenth, thirteenth, sixteenth, nineteenth, twenty-second, and twenty-fifth years at the following rates:

a. (Figures for 2010-11 school year:)

At the end of the 7th year -\$504 annually  
At the end of the 10th year -\$763 annually  
At the end of the 13th year -\$991 annually  
At the end of the 16th year -\$1,247 annually  
At the end of the 19th year -\$1,505 annually  
At the end of the 22nd year -\$1,775 annually  
At the end of the 25th year -\$2,040 annually

b. (Figures for 2011-2012 school year:)

At the end of the 7th year - \$504 annually  
At the end of the 10th year - \$763 annually  
At the end of the 13th year - \$991 annually  
At the end of the 16th year - \$1,247 annually  
At the end of the 19th year - \$1,505 annually  
At the end of the 22nd year - \$1,775 annually  
At the end of the 25th year - \$2,040 annually

c. Longevity bonuses will be increased by the same percentage as the salary schedule is increased.

#### 8.5 Overtime Pay

8.5.1 Overtime hours shall be defined as follows:

- a. Hours worked in excess of eight (8) hours in any one day or hours worked in excess of forty (40) hours in any one (1) week.
- b. For employees who work alternative work schedules, hours worked in excess of employee's regularly scheduled shift. For example, when an employee works four (4) days at ten (10) hours a day, an eleventh hour worked would be an overtime hour.
- c. Hours worked on any declared District employee holiday, legal holiday, Saturday or Sunday.
- d. Those unit members who voluntarily elect a workweek other than Monday through Friday shall be ineligible for the provision of Section 8.5.1c only for the time they hold the non-standard workweek. Section 8.5.1c shall reapply to them if they were to return to a Monday-Friday workweek by transfer or promotion.

- e. Before implementing a program which uses the above exemption, the District agrees to consult with the Union.
- 8.5.2 Overtime must be approved or ordered in advance by the appropriate supervisor.
- 8.5.3 Overtime pay/compensatory time shall be computed at the following rates:
  - a. Hours worked in excess of regular forty (40) hour work week and hours worked on Saturday -- time and one-half employee's rate of pay.
  - b. Hours worked on Sunday -- two times employee's rate of pay.
  - c. Hours worked on holiday -- regular pay for the holiday plus double time for all hours actually worked on the holiday.
- 8.5.4 Unit members have the right to accept or reject overtime work compensated by either overtime pay or compensatory time off (CTO) offered at the discretion of the immediate supervisor.
- 8.5.5 Based on mutual agreement between the employee and the immediate supervisor, CTO will be taken within twelve (12) months of the date earned. If the appropriate supervisor does not approve the use of CTO within twelve (12) months of its accrual, the unit member shall be paid overtime.
- 8.5.6 The immediate supervisor will make every effort to provide the opportunity for unit members to use compensatory time as earned, (i.e., four (4) hours worked equals six (6) hours off at one time, not to be fragmented).
- 8.5.7 Unit members shall elect whether overtime work shall be compensated by overtime pay or compensating time off. If the member elects overtime pay, such pay shall be paid within thirty (30) days of the work.
- 8.6 Miscellaneous - Wages
  - 8.6.1 There shall be a swing shift differential as reflected in the salary schedule. If a swing shift is initiated, those employees working more than 50% of their hours after 3:00 p.m. will receive the differential.

There shall be a graveyard shift differential as reflected in the salary schedule. If a swing shift is initiated, those employees working more than 50% of their hours after 1:00 a.m. will receive the differential.
  - 8.6.2 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

8.6.3 District contributions for classified employees' retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

8.6.4 Repayment of money owed to the District. If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed below:

- a. The District shall notify the employee of the amount and the nature of the overpayment. This notification shall be given to the employee not less than thirty (30) days prior to the deduction of the amount owed from the employee's pay check and shall include the language set forth in Section 8.6.03 of this Agreement. If the employee does not dispute the debt, the District may begin deducting from the next regular pay check an amount equal to 5% of the employee's net pay check until the debt is paid. The Union shall receive notification at the same time the employee is notified of the need for repayment. The repayment at the rate of 5% of net pay will be adjusted in cases of hardship to the employee. Nothing in this section shall preclude an employee from agreeing to repay the debt owed in larger increments providing the agreement is voluntary and is reduced to writing.
- b. If the employee disputes the debt, information regarding the dispute shall be submitted within ten (10) days of the notification of the debt owed, to the Director of Fiscal Services for consideration.
- c. If the employee disputes the decision of the Director of Fiscal Services, information regarding the dispute shall be submitted within ten (10) work days of the notification of the Director of Fiscal Services' decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular pay check shall begin in amounts set forth in Section 8.6.4 (a).
- d. The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.
- e. In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods for resolutions of a dispute regarding the debt.

## 8.7 Reclassification

8.7.1 The position reclassification plan shall be annually reviewed and used as a procedure for the classification and descriptions of the kinds of work performed by the classified employees and for the grouping of similar positions together under common job titles.

- 8.7.2 Classified employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent. Necessary changes in assignments may be made at any time through procedures.
- 8.7.3 When an existing classification is reclassified, an employee shall be on the same step as the step occupied on the previous range (including training increments).
- 8.7.4 No employee shall be eliminated by virtue of reclassification of position. If a position is reclassified, the current employee shall continue at the position and assume the new classification. In no case shall reclassification result in the lessening of an employee's salary.
- 8.7.5 The procedure for reclassification is located in Appendix B.
- 8.8 Travel
  - 8.8.1 Payment of mileage for the use of his/her private vehicle in District operations shall be made to the employee using his/her vehicle.
  - 8.8.2 Such use, however, shall have been approved in advance by the appropriate supervisor and the consent of employee with the understanding the District accepts no liability.
  - 8.8.3 Use of an employee's private car for District needs may be approved by proper supervising or administrative personnel and reimbursement shall be made to the employee in accordance with current District practices.
  - 8.8.4 The District agrees that employees who are working within the course and scope of their employment are the responsibility of the District provided, however, that employees who periodically drive their own vehicles in the fulfillment of their District jobs shall have their own insurance as the primary carrier in the event of an accident. The District will develop a consent form which will apprise the employee of their responsibility to maintain a current driver's license, a vehicle in good work condition, and insurance. The employee's execution of the form will be voluntary and required prior to letting the employee drive their own vehicle.

## **ARTICLE 9**

### **BENEFITS**

#### 9.1 General

- 9.1.1 Appropriate insurance coverage for employees/dependents will be provided by the District with options available to employees/dependents at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available.
- 9.1.2 Upon initial employment each unit member will be notified of the availability of health and insurance benefits contained in this Article and shall have thirty (30) calendar days from the date of employment to enroll.
- 9.1.3 All employees of the District are covered by liability and indemnity insurance carried by the District.
- 9.1.4 Other modifications to the health benefit package or payments will be negotiated with the health insurance committee.
  - a. All employees will be enrolled in the Delta Premier Plan at the 100% premium coverage level unless they elect to waive their dental coverage during Open Enrollment.
  - b. The dental benefit program will reimburse orthodontia 50% of the cost to a maximum of \$2,500 lifetime maximum per person.
  - c. The District and AFSCME agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). All unit members eligible for post retirement health and welfare benefits who retire on or after July 1, 2000 shall receive such benefits from EGBERT in accordance with this agreement and the EGBERT Agreement dated February 20, 1996 and any amendments to such agreements.

Unit members employed on or after July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement.

Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Consistent with Addendum #2 of the EGBERT Agreement, the EGBERT Board of Directors shall be made up of one director appointed by each union that is a party to a collective bargaining agreement with the District that participates in EGBERT. The number of directors appointed by the Districts' Superintendent shall be equal to the total number of directors appointed by the unions.

It will be the continuing responsibility of EGBERT to determine benefits and recommend District contribution levels. EGBERT and the Elk Grove exclusive representatives agree to use a combined negotiating team drawn from all of the participating employee organizations to negotiate eligibility qualifications and the amount of contributions to be made to EGBERT. This combined negotiating team shall consist of representatives appointed by each bargaining unit and up to an equal number of management representatives appointed by the District Superintendent. The District sole financial obligation for the provision of retiree benefits to individuals retiring on or after July 1, 2000 shall be to make the contributions to EGBERT negotiated with the combined negotiating team described in this paragraph.

Until the parties agree otherwise in writing or negotiations with the combined negotiating team are exhausted: (1) the District shall continue to pay to EGBERT \$80 per month, per benefit eligible employee on a 12 month basis or \$960 per year, per benefit eligible employee; (2) the District shall continue to pay to EGBERT a sum equal to 1% of total District salaries each month on a twelve (12) month basis; (3) each benefit eligible unit member shall contribute \$50 per month, on a 12-month basis starting July 1, 2010 toward the cost of current health benefits. The \$50.00 contribution will increase by an additional \$10.00 per month July 1st of each succeeding year until the individual unit member's contribution rate for the cost of current health benefits of \$90.00 per month is achieved.

- d. Each benefit eligible employee shall have their contribution deducted from their compensation, via payroll deduction or at the employee' election via the Districts' Section 125 plan; and (4) the District shall implement sections 2 and 3 of the parties' April 14, 2010 agreement regarding contributions toward the cost of current health benefits.
- e. It is intended that the EGBERT board will be made up of one representative from AFSCME, one from ATU, one from CSEA, one from EGUSD management, one from EGEA, one from PSWA, and two from current retirees (one certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District.

- f. Those waiving medical benefits shall be paid \$780 annually. Beginning with the 2003-2004 school year, the waiver to be paid as cash in lieu of enrolling in the dental program will be decreased to zero, due to District self-insurance.
- 9.1.5 The District and the Unions recognize that the current premiums for coverage are in an inflationary spiral that will demand additional solutions for every affected policy year. Options may include increasing copays for pharmaceutical drugs for brand name products, increasing office visit and emergency room copays, the institution of a hospital copay, the modification of total compensation patterns after the expiration of current three-year agreements, increasing the number of pooled employees to exercise greater bargaining leverage with providers and insurance companies, and the reduction in other District expenditures.
- 9.1.6 The District and its bargaining units will work together to maximize quality insurance programs at affordable rates.
- 9.1.7 The District will enhance its educational programs on benefits to alert employees to options that don't include double coverage, the right to change benefit programs if a spouse has an open enrollment period, and other issues to assist employees make informed decisions.
- 9.1.8 The District will implement a system of auditing eligibility for benefits to assure all those receiving benefits are entitled to do so.
- 9.2 Eligibility
  - 9.2.1 Unit members whose regular or temporary assignment is half-time (.50 FTE) or more shall be eligible to enroll.
  - 9.2.2 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan, i.e. 7/1 through 6/30.
  - 9.2.3 Retired unit members (including disability recipients) are eligible for health and hospitalization plans under this section provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e. enrollment in Part A and B of Medicare.
  - 9.2.4 A unit member granted a leave of absence approved by the Elk Grove Unified School District Board of Education may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of monthly premium, unless such leave falls within the provisions of FMLA or CFRA, in advance of each month of desired coverage.



- 9.2.5 Upon the death of an employee, employee's spouse and/or dependents will be eligible to continue existing health coverage at their own expense (without District contributions) as defined in COBRA health coverage continuance regulations.
- 9.2.6 See Appendix D, Tentative Agreement dated July 27, 2010 for the limited term agreement regarding modifications of these provisions during 2010-2011 and 2011-2012 school years.

### 9.3 Enrollment

- 9.3.1 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.
- 9.3.2 New, reinstated, re-employed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 9.3.3 Open enrollment shall be during the month of April-May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 9.3.4 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.
- 9.3.5 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 9.3.6 Multiple Enrollment Not Permitted (Elimination of Dual Coverage)  
A benefit eligible employee may not be included as an enrolled employee and also, at the same time, be a dependent of another enrolled employee in the District's health plan. If you and your spouse/domestic partner are both District employees, you may not cover each other as dependents; similarly, only one of you may cover your eligible children under the plan(s).

(The intent of the parties is that all eligible children are only covered under one plan.)

### 9.4 Coverage

- 9.4.1 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.
- 9.4.2 Employee contributions will be deducted on a twelfthly basis.
- 9.4.3 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.

## 9.5 Cancellation and Refund

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

## 9.6 Employee Welfare Benefit Fund Reopener

- 9.6.1 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this agreement desires to have the District become a participant employer in such fund or trust, either party shall have the right to reopen this Agreement for the specific purpose of negotiation concerning the District's participation in such fund or trust.
- 9.6.2 Such right to reopen this Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this Agreement.

## 9.7 Tax-Shelter Annuities

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

## 9.8 Programs and Coverage

- 9.8.1 The District will provide for the health and insurance plans noted below and make contributions to those plans as noted:
- a. Medical
  - b. Dental
  - c. Vision
  - d. Group Term Life Insurance
- 9.8.2 District will pay the full amount of the least expensive medical/dental/vision package.
- 9.8.3 For the current plan year, summaries of the plan documents are posted on the District website (<http://www.egusd.net>; select EMPLOYMENT; select PAYROLL and BENEFITS; select BENEFITS). Effective beginning September 1, 2010, the parties agree that unit members can purchase ("buy up") from the low cost Kaiser plan, to the high cost Kaiser plan design option, provided that both low and high plans are offered by Kaiser. Employees opting for the high cost Kaiser plan shall pay the additional premium cost of the Kaiser "buy up" health plan.
- 9.8.4 The District shall provide Worker's Compensation Insurance for unit members.
- 9.8.5 PERS Membership. All classified employees who average half-time (.50 FTE) or more in employment, or at the completion of the qualifying number of hours or days in a fiscal year, shall become members of the Public Employees' Retirement System. Payroll

deductions shall be made from earnings for the purpose of handling employee contributions to the retirement fund. District contributions for classified employees retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

## 9.9 Conversion to Plans Outside the District Program

### 9.9.1 Conversion to Plans Outside the District Program

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

## **ARTICLE 10**

### **PROFESSIONAL GROWTH**

#### 10.1 Professional Growth

- 10.1.1 It is the policy of the Board of Education to aid and encourage in any way possible the growth of employees in knowledge and skills pertaining to their jobs and to provide opportunities in the form of workshops, etc., for such growth.
- a. The District agrees to form a balanced committee with AFSCME to address the professional growth training needs of AFSCME unit members.
  - b. The District agrees to identify its training concerns and share them with community colleges, adult schools, and other accredited institutions to assist AFSCME in meeting the career development of unit members.
  - c. The District agrees to work with AFSCME to increase the number of workshops and seminars for classified employees, including day, evening, and weekend classes at area community colleges, adult schools, and other accredited institutions.
  - d. The District will initiate a program of initial and recurring training for managers in evaluation and discipline of classified employees.
- 10.1.2 Classified employees may be expected to attend a reasonable number of inservice training meetings, workshops, etc. Hours earned will be reflected as inservice credit, as negotiated, if participation is outside the scheduled work day.
- 10.1.3 Purposeful staff meetings develop growth cohesiveness by promoting growth through group communication. Meetings should be held regularly. Through such meetings, the classified staff is given an opportunity to receive and understand administration procedures, to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities.

## **ARTICLE 11**

### **CONCERTED ACTIVITIES**

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

## **ARTICLE 12**

### **MISCELLANEOUS**

#### **12.1 Employment Diversity**

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

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

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

#### **12.2 Nondiscrimination**

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

## **ARTICLE 13**

### **DISCIPLINARY ACTION**

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

#### Causes for Discipline

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

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

#### Definitions

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



## Procedure for Disciplinary Action

- 13.6 Formal disciplinary action against a permanent employee is initiated when written charges are served on the employee. The charges will indicate the right of the employee to know the reason for the action, be provided the materials upon which the action is to be based, and the right to respond orally or in writing to the charges to a representative of Human Resources.
  - 13.6.1 A classified employee may be placed on paid administrative leave by his/her immediate supervisor. Written notice of such action and the reasons thereof, shall then be filed with the Associate Superintendent for Human Resources or his/her designee by the administrator within twenty-four (24) hours of the action.
  - 13.6.2 Notwithstanding the foregoing, an employee may be placed on unpaid administrative leave by the Superintendent or his designee without pay prior to the time the Board or hearing officer considers the charges if, prior to such unpaid administrative leave the employee is furnished written notice of the proposed action; the employee is given the reason for the action; the employee is furnished with a copy of the charges and materials upon which the action is to be based; the employee is given the right to respond orally or in writing to the charges; and the Superintendent or his designee determines that there are extraordinary circumstances which require the employee's immediate removal from service.
  - 13.6.3 If an employee is placed on unpaid administrative leave under 13.6.2 and the discipline does not include suspension equivalent to the time that the employee was on unpaid administrative leave, the employee shall be paid at his/her regular salary rate for the period of the unpaid administrative leave.
  - 13.6.4 If the Board finds that none of the charges is valid, the disciplinary record shall be expunged.
- 13.7 The written notice of specific charges against the employee shall contain a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested (which shall not be less than five (5) days after service of the notice to the employee), and a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- 13.8 The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based; a statement of the cause for the action taken; and if it is claimed that the employee has violated a rule or regulation of the district, such rule or regulation shall be set forth in the notice. A notice of disciplinary action established by any rule, regulation or statute in the language of the rule, regulations or statute is insufficient.
- 13.9 If the employee requests a hearing, upon his written request delivered to the Superintendent or designee, all information and records relevant to the charges shall be made available to him/her or to a representative designated by him/her.
- 13.10 If the employee requests a hearing, the Board shall hear the charges at a regular meeting or at a special meeting called for that purpose; or in lieu thereof the Board of Trustees may provide that the hearing shall be heard by a hearing officer.

- 13.11 Written notice of the time and place of the hearing shall be given to the employee at least twenty (20) work days before the date of the hearing.
- 13.12 If the employee fails to request a hearing on the charges against him/her within the time specified in the notice, he/she shall be deemed to have waived his/her right to a hearing and the Board may proceed to act upon the charges without hearing or further notice.
- 13.13 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent. No disciplinary action shall be taken for any cause which arose more than two years preceding the date of the filing of the notice of cause. However, if the cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District, then the District shall be able to take such action as necessary.

## ARTICLE 14

### POLICE SERVICES

#### 14.1 Hours-Shifts-Assignments

14.1.1 Assignment of School Security Specialists may be a four (4) day, forty (40) hour work week, a five (5) day, forty (40) hour week, a 9-8-80 or as determined necessary by the Chief of Police Services or designee.

14.1.2 In the event there is a vacant School Security Specialist position, the shift shall be posted within the Police Services department for a minimum of five (5) days and current School Security Specialists in good standing shall first have an opportunity to submit a letter of interest and be considered for the position prior to the department posting and considering external candidates, including substitutes.

#### 14.2 Uniforms and Badges

14.2.1 Required uniforms for School Security Specialists will be prescribed by the Chief of Police and specific requirements detailing the wear and specifications of uniforms and equipment will be set down in special orders by the Police Services Department.

14.2.2 The District agrees to provide the following uniform items for all new School Security Specialists prior to their starting date:

##### Uniform Items:

1. Two navy blue uniform pants
2. Two light blue long sleeve uniform shirts
3. Two light blue short sleeve uniform shirts
4. One navy blue uniform jacket
5. One navy blue uniform tie
6. One tie bar
7. Two name tags
8. One pair of leather uniform shoes

##### Equipment Items

1. One Sam Brown duty belt
2. One key holder
3. Four belt keepers
4. One handcuff case
5. One pair of handcuffs
6. One flashlight w/charger
7. One mace/pepper spray holder
8. Silver badge with officer identification number
9. One collapsible baton and holder
10. One safety vest
11. One set of standard-issue raingear
12. One pair of standard-issue boots
13. One radio holder with ear piece

- 14.2.3 The District agrees to provide a regular uniform allowance of \$400 in the form of a purchase order for each fiscal year after the first year. This allowance will be made available to the School Security Specialist no later than the 1<sup>st</sup> day of September. Equipment items will be replaced by the District when deemed necessary.

**ARTICLE 15**  
**LIMITED TERM AGREEMENTS**

Please refer to Appendix D for copies of limited term agreements.

## ARTICLE 16

### DURATION

15.1 This contract shall become effective upon ratification by both parties and shall remain in effect from July 1, 2009 through June 30, 2012.

15.2 Annual reopeners for three articles or topics for each party.

15.3 Signatures

FOR THE DISTRICT:

/S/ Glen De Graw

/S/ Annette Buckmaster

FOR THE UNION:

/S/ Jennifer Ballerini

/S/ Michael Bell, Sr.

/S/ Helen Bohen

/S/ Gary Greenwich, III

/S/ Edward Meza, Jr.

/S/ Sharon Sarantis

/S/ Nancy Clifford

DATE: September 23, 2011

DATE: September 23, 2011



## ATTACHMENT 1

### CLASSIFIED EMPLOYEE REQUEST FOR LEAVE OF ABSENCE

EMPLOYEE'S NAME \_\_\_\_\_ SS# \_\_\_\_\_  
POSITION/LOCATION \_\_\_\_\_ DATE \_\_\_\_\_  
DATES OF LEAVE: From \_\_\_\_\_ Through \_\_\_\_\_ Days \_\_\_\_\_ Home Phone # \_\_\_\_\_

#### PERSONAL NECESSITY LEAVE (See reverse side for explanation)

I hereby request approval for Personal Necessity Leave as described below:

#### Section I Options:

- a. \_\_\_\_\_ Death of immediate family member \_\_\_\_\_ (relationship)  
\_\_\_\_\_ Serious Illness of immediate family member \_\_\_\_\_ (relationship)
- b. \_\_\_\_\_ Accident involving employee or immediate family member
- c. \_\_\_\_\_ The birth or adoption of employee's child
- d. \_\_\_\_\_ Court appearance as a litigant (attach official order or subpoena)

#### Section II Options:

- a. \_\_\_\_\_ Death of close friend or relative other than immediate family
- b. \_\_\_\_\_ Accident involving relative other than immediate family
- c. \_\_\_\_\_ Illness of relative other than immediate family
- d. \_\_\_\_\_ Attendance at religious observance, wedding, or observance honoring employee or member of employee's immediate family
- e. \_\_\_\_\_ Attending to legal or business matters of compelling personal importance
- f. \_\_\_\_\_ Unexpected personal or family situation which require immediate attention

#### THE FOLLOWING LEAVES REQUIRE DOCTOR'S CERTIFICATION OR APPROPRIATE DOCUMENTATION:

- ☐ Pregnancy, childbirth, or related medical condition\* ☐ Long Term Leave \_\_\_\_\_ (reason)
- ☐ Employee's serious health condition\*\* ☐ Other \_\_\_\_\_
- ☐ Parent's ☐ Child's\* ☐ Spouse or Registered Domestic Partner's serious health condition\*\*  
(Specify leave, using contract language)
- ☐ Child care for newborn/newly adopted child\* ☐ Organizational Leave \_\_\_\_\_
- ☐ Child rearing leave NOT for newborn/newly adopted child\* \_\_\_\_\_ (reason)

\* Including child of a Registered Domestic Partner

\*\*It is the District's practice to run **paid** sick, vacation, comp time, or other paid leave *concurrently* with otherwise **unpaid**

- PDL leave for pregnancy (including childbirth or related medical condition);
- FMLA/CFRA leave for a serious health condition of the employee, spouse, parent, or child; or
- FLMA/CFRA leave for child care of a newborn or newly adopted child.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_ Principal/Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Office Use Only

\_\_\_\_\_ # of accumulated sick leave days \_\_\_\_\_

Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Approved \_\_\_\_ Disapproved \_\_\_\_ Dock # of Personal Necessity Days Used this year \_\_\_\_\_

Explanation \_\_\_\_\_

**NOTE: Use of up to half your annual sick leave accrual to attend the illness of your child, parent, or spouse should be reported on your monthly absence report, not this form.**

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## PERSONAL NECESSITY LEAVE GUIDELINES

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*Personal Necessity hours are taken from sick leave.*

### **Section I**

During any school year, unit members may not use more than 7 days of accumulated sick leave benefits in the following cases of personal necessity:

- a. Death\* or serious illness (defined as an illness that may be terminal) of a member of his/her immediate family.\*\*
- b. Accidents involving his/her person or property, or the person or property of a member of the immediate family of such an emergency nature that the immediate presence of the employee is required during his/her workday.
- c. The birth or adoption of his/her child. (Including the child of a Registered Domestic Partner).
- d. Appearance in court as a litigant under official order (attach copy of official order/subpoena).

### **Section II**

During any school year, 1, 2, or 3 of the 7 total personal necessity days may be used for the following reasons, depending on your accumulated sick leave:

**1+      days of accumulated sick leave = 1 day PN**  
**30+    days of accumulated sick leave = 2 days PN**  
**60+    days of accumulated sick leave = 3 days PN**

## **REASONS**

- a. Death involving close friends or relatives other than immediate family.
- b. Accident involving relatives other than members of the immediate family.
- c. Illness involving relatives other than members of the immediate family.
- d. Attendance at religious observances, weddings, or observances honoring a unit member or members of the unit member's immediate family.
- e. Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday.
- f. Unexpected personal or family situations which require immediate attention.

**NOTE:**

\* Personal necessity leave for death of a member of the employee's immediate family should only be requested after the employee has exhausted available bereavement leave.

\*\* Immediate family shall mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse or registered domestic partner; the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, child of a registered domestic partner, brother, brother-in-law, or sister, sister-in-law, stepfather, stepmother, stepchildren, foster parents, or any relative living in the employee's immediate household.



**SALARY SCHEDULE**

*See Elk Grove Unified School District Website:*

- **<http://www.egusd.net>**
- Select EMPLOYMENT
- Select AFSCME, American Federation of State, County, and Municipal Employees, Salary Schedule 21

**RECLASSIFICATION PROCEDURE**

**Petition**

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

**Board of Review**

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

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

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

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

Decisions of the Board of Review shall be communicated by the Chairperson to the petitioner with the reasons for its decision. Decisions of the Board of Review to accept or deny the petition for study shall be final. However, an employee may re-petition for consideration the next year.

#### Reclassification Study

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

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

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

## **E-MAIL POLICY**

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

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

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

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

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

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

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

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

should select the appropriate group. Since email is not provided as a public forum, it should not be used to broadcast personal opinion or personal information.

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

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

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

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

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

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

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

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

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

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

**LIMITED TERM AGREEMENTS**

**Tentative Agreement, Dated July 27, 2010**

Tentative Agreement  
Between  
AFSCME Local 258 (Union)  
And  
Elk Grove Unified School District (District)  
27 July 2010

This Agreement is entered into by and between the Elk Grove Unified School District (District) and the American Federation of State, County and Municipal Employees Local 258 (Union), collectively "the parties", subject to the ratification of both parties, and based upon the terms and conditions specified below.

**Freeze Steps and Columns – 2010-2011, and 2011-2012**

**I. For the 2010-2011 and 2011-2012 School Years-**

- A. The parties agree that for the 2010-2011 and 2011-2012 school years only, the AFSCME 2009-2010 salary schedule shall be frozen and no unit member shall move to the next step and/or column on the salary schedule for their classification.
- B. The parties agree that for the 2010-2011 and 2011-2012 school years only, the training class level increments earned during the 2009-2010 school year, described in Articles 8.202 and 8.3 of the collective bargaining agreement between the parties, shall not be implemented until the beginning of the 2012-2013 school year.
- C. The 2010-2012 freeze in step and column does not apply to the longevity increments described on the salary schedule and in Article 8.4 of the collective bargaining agreement between the parties.
- D. The salary schedule shall remain unfrozen prospectively beginning in the 2012-2013 school year. The parties agree that the salary schedule freeze pursuant to this Agreement for the 2010-2011 and 2011-2012 school years is for the purpose of preventing the District from incurring an ongoing increased personnel cost associated with step and column advancement and shall not be subject to repayment to the bargaining unit by the District in future years.

(Example of freeze to step and column: If during the 2009-2010 school year, a unit member is on Step 3 of the salary schedule with one earned training class increment, then during the 2010-2011 and 2011-2012 school years the unit member shall remain on Step 3 with one training class increment. Unless otherwise negotiated by the parties when the salary schedule is unfrozen at the beginning of the 2012-2013 school years, the unit member would then move to Step 4 with one training class credit. If during the 2009-2010 school year, the unit member completes additional training classes making him or her eligible for a second training class increment consistent with the collective bargaining agreement between the parties, the second training class increment shall be implemented at the beginning of the 2012-2013 school year.)

- E. Any employee who has received a Step increase or Column increase since July 1, 2010 shall be notified of that amount. That amount shall be divided equally among the remaining pay periods for 2010-2011 school year, and then deducted monthly from the employees' pay.

#### **Lottery System Check – 2010 and 2011**

2. The Lottery system bonuses for AFSCME employees shall be eliminated as follows:
  - A. The August 2010 Lottery system bonus check shall be eliminated, except for the payment from the amount of the bonus check payable to EGBERT in accordance with the Agreement between the parties dated 14 April 2010.
  - B. The August 2011 Lottery system bonus check shall be eliminated.
  - C. The August 2012 Lottery system bonus check shall be paid out to AFSCME employees as per the AFSCME contract.

#### **AFSCME Furlough Days Program**

3. 2010-2011 and 2011-2012 School years
  - A. Effective with the pay period following ratification of this Agreement, for the 2010-2011 school year and 2011-2012 school year, the parties agree that, in addition to the cost savings achieved in other sections of this Agreement, AFSCME unit members shall be subject to the provisions of the AFSCME Furlough Days Program (AFD) for twelve furlough days each school year. As a result of the AFD program, the AFSCME work year calendar agreed to by the parties shall be reduced by twelve work days.
  - B. For the 2010-2011 and 2011-2012 school years, each full-time employee's annual school year salary shall be reduced by approximately 5% which shall be implemented as follows: Each AFSCME unit member's salary shall be reduced for the 12 furlough days and calculated on a per diem basis. Except as provided in this Section 3(D) regarding AFDs, each bargaining unit member shall continue to work his/her regular assigned work schedule.
  - C. AFD time shall be accounted and reported separately from accrued vacation time. AFD time shall not be included in the calculation of vacation balances.
  - D. Certain days during each year shall be non work days for all AFSCME employees. All days not identified below shall be requested and taken consistent with section 3(E) below. The mandatory non work days are as follows:
    1. For employees in school-based work calendars November 22 and 23, 2010 shall be non work days. Additionally the last 3 days of each employees work calendar shall be non work days.
    2. For all other employees November 22 and 23, 2010 shall be non work days.
    3. With the exception of the above days, all other days shall be scheduled by agreement between the employee and their supervisor.
    4. The parties agree that assignments shall be flexible within classifications to allow for coverage of furlough days. This flexibility shall be within classification only. Bargaining unit members may only be assigned between shifts with the mutual consent of the bargaining unit member and the bargaining unit member's supervisor.
  - E. The use of AFD time is subject to supervisory approval, except that every school or department shall ensure that all AFD time is scheduled and taken prior to the end of the employees' work calendars. Supervisors shall meet with bargaining unit member no later than September 30, 2010 to establish dates for furlough days. Every reasonable effort shall be made to accommodate employee choice in the scheduling of furlough days. Schools or

departments may schedule employees to take AFD time off to meet the intent of this section. Any change in furlough dates must be agreed to by the affected unit member and their supervisor three weeks prior to the scheduled furlough date.

- F. The approximately 5% salary reductions shall be implemented on a per diem basis and shall exclude longevity pay, substitute pay, overtime pay, CTO pay, off-track extra work pay and off-calendar extra work pay.
- G. The AFD program shall not adversely affect an employee's anniversary or seniority date, create a break in service, or impact the accrual of vacation or any other leave credits, or the payment of health, dental or vision benefits. The AFD reduction shall not affect transfer or promotion determinations between District classifications.
- H. Part-time employees shall be subject to the same AFD conditions as stated above, on a pro-rated basis consistent with their annual portion of a full time equivalent assignment.
- I. The 5% annual pay reduction calculation described in this Agreement above shall exclude all pay beyond the base contracted salary and beyond the base contracted annual work year. For example, substitute pay, overtime pay, off track extra work pay shall not be included in the 5% annual pay reduction calculation.
- J. The 5% annual pay reduction calculation described in this Agreement above shall begin during the next full payroll period that occurs after ratification of this Agreement by both parties and shall be spread by the District over all of the remaining pay periods in the 2010-2011 school year, and all of the pay periods during the 2011-2012 school year.
- K. The parties agree that any reduction to the salary schedule pursuant to this Agreement for the 2010-2011 and 2011-2012 school years shall be the result of less work days and shall not be subject to repayment to the bargaining unit by the District in future years.
- L. The furlough days for school year 2011-2012 shall be set through negotiations between AFSCME and the District and shall be consistent with the same methodology used during the 2010-2011 school year.

#### **Health and Welfare Benefits**

- 4. Beginning effective September 1, 2010, the parties agree to amend the following provisions related to health and welfare benefits:
  - A. Effective September 1, 2010, the parties agree to implement the Kaiser Renewal Benefit Option with increased co-pays dated May 17, 2010 (Attachment #1 Revised).
  - B. Dual Coverage: Both parties agree to delete the provision of internal dual coverage for health and welfare benefit eligible bargaining unit members. The parties agree to negotiate regarding an external waiver.
  - C. Effective September 1, 2010, the parties agree that unit members can purchase ("buy up") from the low cost plan, described in Section 4(A) above (Kaiser Renewal Benefit Option with increased co-pays Attachment #1 Revised), to the high cost Kaiser plan design



- option in effect during the 2009-2010 school year. Employees opting for the high cost Kaiser plan shall pay the additional premium cost of the Kaiser "buy up" health plan.
- D. The parties agree that if there is any additional savings that exceeds the \$117,222 of AFSCME savings achieved by implementation of section 4(A) above during the 2010-2011 school year, allocation of the additional savings that exceeds the \$117,222 shall be subject to negotiations.
  - E. The parties agree that the Health Benefits Committee will investigate options to reduce the cost of health care benefits.
  - F. For the 2011-2012 school year the parties agree that the plan provisions, benefit structure and copays shall be negotiated by the parties in accordance with the current contract.
  - G. The parties agree to invite the California Education Coalition for Health Care Reform (CECHCR's) to help explore with the District ways to reduce the cost of health care benefits no later than September 30, 2010.

#### **Salary Schedule Reduction**

- 5. In addition, the parties agree that effective for the 2010-2011 school year only, all bargaining unit salary schedules shall be reduced by .75%. For the 2011-2012 school year the .75% salary reduction shall remain in effect. Beginning with the 2012-2013 school year the salary schedule shall be restored to the 2009-2010 levels. The .75% salary schedule reduction calculation shall begin during the next full payroll period that occurs after ratification of this Agreement by both parties and shall be spread by the District over all of the remaining pay periods in the 2010-2011 school year and over all 2011-2012 pay periods. The .75% pay reduction calculation shall exclude all pay beyond the base contracted salary and beyond the base contracted annual work year. For example, substitute pay, overtime pay, off track extra work pay shall not be included in the .75% annual pay reduction calculation.

#### **Limited Term Agreement**

- 6. The parties agree that any salary reductions addressed in this Agreement for the 2010-2011 and 2011-2012 school years shall not be subject to repayment to the bargaining unit by the District in future years. The parties agree that the 2010-2011 and 2011-2012 Lottery System bonus check forfeiture shall not be subject to repayment to the bargaining unit by the District in future years.

#### **Future Monies**

- 7. If there is any improvement in the District's budget certification for the 2010-2011 and 2011-2012 school years, the parties agree to negotiate the restoration of the concessions in this agreement.

#### **Ongoing Negotiations**

- 8. The parties agree to continue negotiating in good faith over the contract re-openers submitted by the Union in accordance with the current collective bargaining agreement between the parties. If an agreement is reached, it shall be subject to ratification by the parties and if ratified will become effective the first full pay period following ratification.
- 9. Upon mutual agreement of both parties, the parties agree to negotiate over the potential continuation of the cost savings included in this Agreement, early rescission of the provisions of this Agreement not already specified in this Agreement, additional cost savings not already specified in this agreement, and any other matters as may be agreed upon by the parties.

10. AFSCME acknowledges that, absent a mutual ratified agreement of the parties to do otherwise, additional cost savings may be accomplished by layoff in accordance with the provisions of the Education Code and the collective bargaining agreement between the parties.
11. The parties understand that given the current budget projections required by AB 1200 for the two year term of this agreement, the District is in a qualified budget status which means that the District will not be able to meet the required 2% reserve. The parties recognize that in the 2012-2013 school year, the District is projecting a negative budget certification. The parties have a mutual interest in keeping the District out of AB 1200 negative status and agree to reopen salary and benefit contract items during the 2011-2012 school year if the District continues to project a negative budget status or if requested by AFSCME.

#### Contract Extension

12. The parties agree that the current collective bargaining agreement shall be extended through 30 June 2012, and that all the provisions of this Agreement shall also be extended through the new contract expiration date as well. All provisions of the current collective bargaining agreement not otherwise amended or affected by this agreement shall remain in effect through 30 June 2012.

#### Ratification

13. This Agreement is subject to ratification by the parties, and will go into effect upon ratification by them.
14. If this Agreement is not ratified by one or both parties, the parties agree to resume negotiations with the goal of achieving the cost savings foreseen in this Agreement.

DATED: July 27, 2010

FOR THE UNION

[Signature]  
[Signature]  
[Signature]  
Dona L. Smeagle-Muehly  
Nancy Clifford  
Lidie Wolcott Nigman  
Giuseppe Ballerini

DATED: July 27, 2010

FOR THE DISTRICT

Glen DeGraw  
Karen M. Resendes  
Dan  
Rich Z  
Annette Buckmaster  
[Signature]

ELK GROVE UNIFIED SCHOOL DISTRICT  
KAISER OPTIONS COMPARISON 2010-11  
FOR ACTIVE EMPLOYEES AND RETIREES UNDER AGE 65  
May 17, 2010

BENEFIT CATEGORY	KAISER RENEWAL BENEFITS	KAISER RENEWAL BENEFITS WITH INCREASED COPAYS
CHANGE IN RATES	Employee Buy-Up -- High Cost Plan	District Paid -- Low Cost Plan
ANNUAL DEDUCTIBLE		
Individual/Family	None	None
ANNUAL OUT OF POCKET MAXIMUM *		
Individual/Family	\$1,500 per member/\$3,000 per family	\$1,500 per member/\$3,000 per family
PROFESSIONAL SERVICES		
Office Visits/Urgent Care	\$20 per visit	\$40 per visit * (\$5 for pre-natal, well baby)
Infertility	50% copay*	50% copay
Diagnostic, X-Rays & Lab	100% paid - no copay	\$10 copay per procedure*
MRI,CT & PET scans	100% paid - no copay	\$10 copay per procedure*
Ambulance	100% paid - no copay	100% paid - no copay
HOSPITAL SERVICES		
Inpatient Care and Services	100% paid - no copay	100 % paid - no copay
Outpatient Surgery	\$20 per visit	\$40 per visit *
Emergency Room Visit (waived if admitted)	\$50 per visit	\$100 per visit*
PRESCRIPTION DRUGS		
Retail Pharmacy (30 day supply)	\$10 Generic/\$20 Brand	\$15 Generic/\$35 Brand
MENTAL HEALTH/SUBSTANCE ABUSE	Limit of 30 days inpatient/20 outpatient visits	Limit of 30 days inpatient/20 outpatient visits
DURABLE MEDICAL EQUIPMENT	100% paid - no copay	100% paid - no copay
ALL OTHER BENEFITS	As shown in Explanation of Coverage	As shown in Explanation of Coverage
*Includes deductibles, copays and coinsurance amounts paid except for Prescription drugs.		* benefit change

## APPENDIX E

### EGBERT TRUST AGREEMENT

Elk Grove Unified School District

EGUSD / AFSCME Local 258

#### TENTATIVE AGREEMENT FOR SETTLEMENT OF NEGOTIATIONS

September 2008

#### TERM OF AGREEMENT: 2007/08

1. Effective July 1, 2007 the hourly wage rates shall be increased by 1% with full understanding by both parties that this brings closure to the 2007-08 collective bargaining obligation.
2. To achieve consistency with the terms of the EGBERT Trust Agreement and uniformity between all of the collective bargaining agreements with employee organizations regarding the terms of their participation in EGBERT, the District and AFSCME agree to replace article 9.104(d) Benefits with the following paragraphs which are declarative of existing agreements and practices and shall supersede any prior conflicting provisions.

*The District and AFSCME agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). All unit members eligible for post retirement health and welfare benefits who retire on or after July 1, 2000 shall receive such benefits from EGBERT in accordance with this agreement and the EGBERT Agreement dated February 20, 1996 and any amendments to such agreements.*

*Unit members employed on or after July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.*

*Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such*

*retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.*

*Consistent with Addendum #2 of the EGBERT Agreement, the EGBERT Board of Directors shall be made up of one director appointed by each union that is a party to a collective bargaining agreement with the District that participates in EGBERT. The number of directors appointed by the Districts' Superintendent shall be equal to the total number of directors appointed by the unions.*

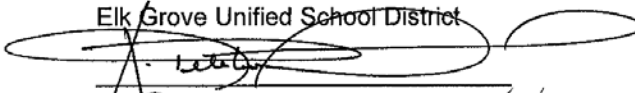
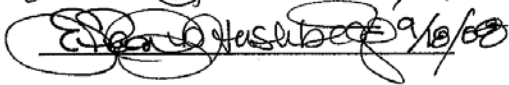
*It will be the continuing responsibility of EGBERT to determine benefits and recommend District contribution levels. EGBERT and the Elk Grove exclusive representatives agree to use a combined negotiating team drawn from all of the participating employee organizations to negotiate eligibility qualifications and the amount of contributions to be made to EGBERT. This combined negotiating team shall consist of representatives appointed by each bargaining unit and up to an equal number of management representatives appointed by the District Superintendent. The District sole financial obligation for the provision of retiree benefits to individuals retiring on or after July 1, 2000 shall be to make the contributions to EGBERT negotiated with the combined negotiating team described in this paragraph.*

*Until the parties agree otherwise in writing or negotiations with the combined negotiating team are exhausted: (1) the District shall continue to pay to EGBERT \$80 per month, per benefit eligible employee on a 12 month basis or \$960 per year, per benefit eligible employee; (2) the District shall continue to pay to EGBERT a sum equal to 1% of total District salaries each month on a twelve (12) month basis; and (3) each benefit eligible unit member shall contribute \$40 per month, on a 12-month basis toward the cost of current health benefits. Each benefit eligible employee shall have their contribution deducted from their compensation, via payroll deduction or at the employee's election via the Districts' Section 125 plan.*

3. The District and AFSCME agree to introduce Article 13 - Police Services as attached herein as Exhibit A.


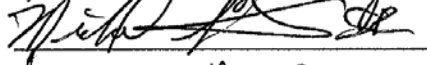
4. In the event that the District makes an agreement with any other bargaining unit during the term of this Agreement, for a higher percentage increase in wages or improvements in benefits beyond what existed at the time their bargaining commenced, those same improvements shall be applied to the membership of AFSCME Local 258.

Elk Grove Unified School District

  
Linda Buckmaster 9/8/08  
  
David Haselberg 9/8/08  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: September 18, 2008

AFSCME

  
Donna L. Swartz  
  
Mike  
Maureen Clifford  
Jennifer Ballerini  
Bob Rader  
Lester Wolcott Higgins  
Doug Lewis  
Amy W. Gurnig

## EXHIBIT A

### ARTICLE 13

#### POLICE SERVICES

##### 13.1 Hours-Shifts-Assignments

- 13.1.1 Assignment of School Service Officers may be a four (4) day, forty (40) hour work week, a five (5) day, forty (40) hour week, a 9-8-80 or as determined necessary by the Chief of Police Services or designee.
- 13.1.2 In the event there is a vacant School Service Officer position, the shift shall be posted within the Police Services department for a minimum of five (5) days and current School Service Officers in good standing shall first have an opportunity to submit a letter of interest and be considered for the position prior to the department posting and considering external candidates, including substitutes.

##### 13.2 Uniforms and Badges

- 13.2.1 Required uniforms for School Service Officers will be prescribed by the Chief of Police and specific requirements detailing the wear and specifications of uniforms and equipment will be set down in special orders by the Police Services Department.
- 13.2.2. The District agrees to provide the following uniform items for all new School Service Officers prior to their starting date:

##### Uniform Items:

- 1. Two navy blue uniform pants
- 2. Two light blue long sleeve uniform shirts
- 3. Two light blue short sleeve uniform shirts
- 4. One navy blue uniform jacket
- 5. One navy blue uniform tie
- 6. One tie bar
- 7. Two name tags
- 8. One pair of leather uniform shoes

##### Equipment Items

- 1. One Sam Brown duty belt
- 2. One key holder
- 3. Four belt keepers
- 4. One handcuff case
- 5. One pair of handcuffs
- 6. One flashlight w/ charger
- 7. One mace/pepper spray holder
- 8. Silver badge with officer identification number
- 9. One collapsible baton and holder

10. One safety vest
11. One set of standard-issue raingear
12. One pair of standard-issue boots
13. One radio holder with ear piece

13.2.3. The District agrees to provide a regular uniform allowance of \$400 in the form of a purchase order for each fiscal year after the first year. This allowance will be made available to the School Service Officer no later than the 1<sup>st</sup> day of September. Equipment items will be replaced by the District when deemed necessary.



# Index

## A

Annuities.....	66
Aprons.....	20
Assignments.....	18

## B

Back Braces .....	21
Benefits.....	62
Bereavement Leave .....	42
Break in Service.....	32
Breaks .....	17
Bulletin Boards	
AFSCME.....	7
Schools.....	7
Bumping Rights.....	32

## C

Catastrophic Leave.....	52
Child Care Leave .....	45
Civil and Legal Rights .....	8
Class Descriptions .....	18
Closed Promotional Positions .....	26
COBRA.....	67
COLA .....	56
Compensation.....	55
Concerted Activities.....	69

## D

Definitions.....	17
Demotion .....	33
Dental .....	66
Dental Benefits .....	62
Derogatory Materials, Personnel File .....	30
Differential	
Graveyard Shift .....	59
Swing Shift .....	59
Discipline.....	71
District Rights.....	11
Diversity .....	70
Driver's License .....	23
Drug Testing.....	35
Dues and Payroll Deductions .....	9
Duration of Agreement.....	78

## E

Employment Practices .....	22
Employment Requirements, Classified Positions.....	23
Evaluation .....	30
Experience Step Advancement .....	57
Extended Leave of Absence .....	51

## F

Family and Medical Leave FMLA .....	46
-------------------------------------	----

## G

Grievances.....	14
Definitions .....	14
Miscellaneous.....	16
Procedure .....	14
Purpose .....	14
Rights of Employees to Representation .....	16
Group Term Life Insurance.....	66

## H

Health Benefits.....	62
Cancellation .....	66
Coverage.....	65
Eligibility .....	64
Enrollment.....	65
Open Enrollment .....	65
Retired Unit Members.....	64
Higher Classification .....	32
Hire Date, Seniority .....	32
Holidays.....	36
Hours.....	17, 18

## I

ID Badges.....	21
Industrial Accident Leave .....	40
Injury & Illness Prevention Program (IIPP) .....	19

## J

Job Announcements.....	See Vacancy Announcements
Job Descriptions .....	See Class Descriptions
Jury Duty .....	42

## L

Layoff.....	19, 31
Definition .....	31
Effects of Layoff.....	31
Miscellaneous.....	34
Procedures .....	32
Leaves.....	38
Bereavement .....	42
Catastrophic .....	52
Child Care .....	45
Extended .....	51
Family and Medical.....	46
Health and Hardship .....	51
Imminence of Death .....	42

Industrial Accident .....	40
Jury Duty/Legal .....	42
Long Term .....	44
Maternity .....	45
Military.....	50
Occupational Purpose .....	42
Organization.....	51
Personnel Emergency .....	43
Personnel Necessity .....	43
Pregnancy Disability.....	45
Procedures for Request .....	40
Religious.....	43
Sick Leave.....	39
Limited Term Agreements .....	86
Tentative Agreement, Dated July 27, 2010.....	86
Longevity Bonus.....	58
Lottery Bonus.....	56
Lunches.....	17

## M

Mail Boxes.....	7
Maternity Leave.....	45
Medical .....	66
Mileage .....	61
Military Leave .....	50
Miscellaneous .....	70

## N

Nondiscrimination .....	70
-------------------------	----

## O

Open Enrollment.....	65
Orientation .....	8
Orthodontia .....	62
Overalls .....	20
Overtime	
Hours.....	58
Pay .....	58

## P

Permanent Employee .....	17
Permanent Status .....	29
PERS Membership.....	67
Personal Emergency Leave .....	43
Personnel File	
Review.....	8
Personnel Necessity.....	43
Personnel Records .....	29
Physical Examination .....	23
Pig Bibs.....	20
Police Services .....	75
Preamble.....	5
Pregnancy Disability.....	45
Prior Experience.....	57

Probation.....	29
Probationary Employee.....	17
Probationary Period .....	17
Probationary Period, Promotion .....	28
Professional Growth.....	68
Promotion .....	28
Proportional Credit.....	17

## R

Rain Gear.....	21
Reclassification .....	60
Reclassification Procedure .....	82
Recognition .....	5
Reduction in Work Force.....	19
Reemployment.....	34
Reemployment List.....	32
Reemployment Rights .....	32
Rehire .....	31
Release Time .....	10
Religious Leave.....	43
Reopeners .....	78
Request for Leave of Absence Form.....	79

## S

Safety .....	19
safety sensitive positions .....	35
Salary.....	55
Salary Placement	
Promotion .....	28
Transfer .....	28
Salary Schedule Structure .....	55
Savings.....	6
Seniority .....	19, 31
Shifts.....	18
Shirts, Logo.....	20
Short-Term Employee .....	17
Sick Leave .....	39
Accrual Rate.....	40
Substitute .....	17
Summer School - Sick Leave/Vacation .....	37
Suspension .....	72

## T

Tax Shelter.....	66
Training Class Increments .....	56
Transfer .....	24
Travel.....	61
Tuberculosis Test.....	24

## U

Uniform Allowance.....	20
Uniforms.....	20
Optional Items .....	21
Uniforms Required .....	21

Union Emblems.....	7
Union Rights.....	7
Union Stewards.....	See Release Time
Units.....	57

## **V**

Vacancy Announcements .....	22
Vacations .....	36
Accrual Rate .....	38

Accumulation .....	38
Vision.....	66

## **W**

Wage Study .....	55
Waiver, Health Benefits .....	64
Working Conditions.....	17
Working out of Class .....	28