

CONTRACT

Between

VACAVILLE UNIFIED SCHOOL DISTRICT

401 Nut Tree Road
Vacaville, California 95687

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021 VACAVILLE ASSOCIATION OF CLASSIFIED EMPLOYEES

447 29th St.
Oakland, CA 94609

JULY 1, 2014

to

JUNE 30, 2016



MAINTENANCE & GROUNDS

PARAPROFESSIONAL

TRANSPORTATION

CHILD NUTRITION CUSTODIAL

CLERICAL

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ARTICLE 1 – RECOGNITION

- 1.1** The Vacaville Unified School District (hereinafter referred to as "District") acknowledges, Local 1021, S.E.I.U., Vacaville Association of Classified Employees, formerly S.E.I.U. Legacy Local 614, (hereinafter referred to as the "Union") as the exclusive bargaining representative for all employees in those positions described in Appendix B, attached hereto and incorporated by reference as part of this agreement. This section shall also apply to employees at approved charter schools.

- 1.2** Union representation excludes the Associate Superintendent of Business and Administrative Services, Director of Buildings, Grounds and Equipment Maintenance, Director of Fiscal Operations, Director of Child Nutrition, Director of Facilities, Director of Technology, Purchasing Agent, Transportation Supervisor, Financial Analyst, Project Coordinator, Facilities Planner, Behavior Intervention Specialist, Occupational Therapist, Executive Secretary, Administrative Secretary/Credential Analyst, Administrative Secretary-Human Resources, Human Resources Technician*, Staff Secretary-Superintendent’s Office, Administrative Secretary-Business and Administrative Services, Confidential Account Clerk and Noon Supervisors (EC 45103). *until vacated.

ARTICLE 2 - UNION SECURITY

2.1 PAYROLL DEDUCTIONS/DIRECT DEPOSIT

- A. Payroll deductions authorized by the District shall not be subject to fees or charges to unit members or the Union.

- B. Employees hired after January 1, 2005, shall be enrolled in the Electronic Transfer Fund (EFT) program.

2.2 AUTHORIZATION

Union dues and Union sponsored insurance programs must be authorized in writing by unit members on a revocable authorization card approved by the District.

2.3 MAINTENANCE OF MEMBERSHIP - This section applies only to those employed prior to December 26, 1983 (September 17, 1984 for Transportation classification).

- A. Unit members covered by this contract who are members of the Union, upon final ratification of this contract, shall remain members in good standing with the Union for the full term of this contract and all successive contracts subject to the provisions of Article 2, Section 2.3.B.

- B. Any unit member desiring to revoke his authorization for Union dues shall notify the Union and the District Payroll Department by registered mail during the time period starting thirty (30) calendar days from the date of final ratification of this and any successive contract and ending fifteen (15) days thereafter.

- C. Failure to timely notify the Union and the District Payroll Department shall be deemed an abandonment of the right to revocation until the next appropriate time period in compliance with this section.

- D. Compliance with this maintenance of membership agreement shall be deemed a condition of continued employment with the District.

- E. The Union shall indemnify and hold harmless the District in regard to any claims or action arising from the provisions herein (Article 2, Section 2.3) or complying with any demand for termination hereunder.

2.4 REQUIRED MEMBERSHIP OR VACE SCHOLARSHIP FEE - This section applies only to those employed on or after December 26, 1983 (September 17, 1984 for Transportation classification).

- A. The exclusive representative shall have the sole right to have membership fees and scholarship fees deducted for employees in the unit.
- B. The District shall deduct dues from the wages of all employees who are members of the exclusive representative on the date of execution of this agreement and who have submitted dues authorization forms to the District.
- C. The District shall deduct dues from the wages of all employees who, after the date of this agreement, become members of the exclusive representative and submit dues authorization forms.
- D. All employed unit members who elect not to initiate a dues authorization form by October first of the current school year, shall pay an amount equal to the current exclusive representative's dues directly to the exclusive representative.
- E. New employees within forty-five (45) days from the commencement of duties must submit a dues authorization form, or shall pay an amount equal to the current dues directly to the exclusive representative.
- F. Notwithstanding any other provision of the Article, any employed unit member who is a member of a bona fide religion, body or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues to the exclusive representative, to pay an amount equal to the current exclusive representative's dues to a mutually agreed upon scholarship fund. Proof of payment shall be made on an annual basis to the exclusive representative. Proof of such payments shall be made on a monthly basis to the District, as a condition of continued exemption from the requirement of financial support to the exclusive representative.
- G. The exclusive representative agrees to continue the yearly VACE scholarship policy. Should there not be a suitable recipient, then monies shall be set aside to be given the following year.
- H. The requirements of this Article shall be a condition of continued employment for all members of the unit.
- I. Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations or any other plans or programs approved by the exclusive representative and the District.
- J. The Union shall indemnify and hold the District harmless from any and all claims, suits or any other action, including reasonable attorneys'

fees, arising from provisions of this section or from complying with any demands for deduction.

- K. Paragraphs D and H of this Article shall not apply to employees hired prior to December 26, 1983 (September 17, 1984 for Transportation classification).

2.5 COPE DEDUCTION

The District agrees to a payroll deduction program for voluntary employee contributions to the SEIU's 1021 Union Committee on Political Education (COPE) subject to the following conditions:

- A. Voluntary deduction for COPE shall be withheld only if the employee so authorizes on a form provided by the Union.
- B. Employees may sign up, change the amount of their contribution or discontinue their contributions in writing, to the Union. The Union will send a copy to the Payroll Department. These contributions or changes will take effect no later than the second period after written receipt of the change in the Payroll Department.

ARTICLE 3 - UNION RIGHTS

3.1 CREATION OF NEW POSITIONS

Prior to creation of any new unit position(s) it is agreed that the District and the Union shall consult in the areas of wages, hours, and working conditions as defined by the E.E.R.A. (Educational Employees Relations Act).

3.2 ACCESS

The Union shall have the right of access at reasonable times to areas in which unit members' work; the right to use bulletin boards, mail boxes, and other means of communication; and the right to use institutional facilities at reasonable times subject to reasonable rules of the District and at no fee.

3.3 CONTRACT MODIFICATION

It is mutually agreed that if the District considers deleting or lessening any Board recognized legal agreements or benefits currently enjoyed by unit members other than as modified by this agreement, the District shall confer with the Union prior to such action.

3.4 UNION STEWARDS

The Union shall designate one (1) steward for each general grouping of classifications (custodian, maintenance, clerical, paraprofessional/instructional assistants, child nutrition and transportation).

- A. Stewards shall be granted reasonable time off to promptly and expeditiously investigate and process grievances and complaints.
- B. A list of said stewards shall be submitted to the District.
- C. Stewards shall be granted 8 hours of release time for stewards' training annually.

3.5 NEGOTIATING TEAM

The negotiating team for the Union shall consist of eight (8) unit members designated by the Union and Union staff personnel not to exceed three (3). The negotiating team shall be granted a reasonable amount of time off for negotiating with the District during normal working hours without loss of pay.

ARTICLE 4 - EVALUATIONS

4.1 PERSONNEL FILES

Unit members shall have the right to review their personnel files subject to the following:

- A. An appointment to review a member's personnel file must be scheduled prior to the review.
- B. Appointments shall be scheduled during non-duty hours unless there is a conflict between the unit member's work schedule and office hours for the department of Human Resources.

4.2 PROBATION PERIOD

- A. The initial probation period for new employees shall not exceed twelve (12) months.
- B. For promotion/change in classification see Article 6.

4.3 EVALUATIONS

- A. Probationary Members/New Members
 - 1) Probationary members may be terminated per Education Code language.
 - 2) An initial evaluation shall be completed between the fourth (4) month and sixth (6) month. Evaluations prior to the fourth month will be at the supervisor's/District's discretion. The need for an additional evaluation and/or training will be discussed at that time.
 - 3) Prior to the end of the twelfth (12) month probation period, a final evaluation will be completed.
- B. Permanent Members
 - 1) Permanent Unit Members shall be evaluated every year for the first three (3) years.
 - 2) After three (3) years of employment, evaluations shall be done every other year, unless the supervisor believes that conditions warrant yearly evaluations of the member.
 - 3) Evaluations of permanent unit members shall be completed by the last working day of May.
- C. All Permanent and Probationary Members

- 1) The immediate supervisor shall be responsible for evaluating and discussing in private the evaluation in detail with the member.
- 2) No evaluation of any member shall be placed in his/her personnel file without an opportunity for private discussion between the member and the evaluator. The written evaluation shall not contain negative comments based on unobserved allegations unless supported by evidence upon which reasonable persons would rely, and deemed sufficiently serious to warrant inclusion in the evaluation. The member in question shall be given prompt written notification of such allegations, including the date made or received, the nature, date, and source of the allegation. The unit member shall be given an opportunity to discuss any such allegation in private and if it is to be included in the evaluation, his/her written response, if any, shall be appended.
- 3) The distribution of evaluations shall be: the original in the member's personnel file at the District Office; one (1) copy to the member; and one (1) copy to remain at the job location.
- 4) When a unit member does not agree with the conclusions of the evaluator, a written rebuttal may be submitted to his/her supervisor and a copy forwarded to the District Human Resources Administrator. The unit member may also request a reevaluation before the end of his/her contract year.
- 5) Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made.

4.4 DEROGATORY MATERIAL

- A. Derogatory material shall be reviewed and initialed by unit members prior to being placed in their files. Unit members shall have the right to submit written counter statements to be attached to said material within ten (10) working days.
- B. Derogatory material, other than the required personnel evaluations, in a unit member's personnel file, the subject of which is addressed as corrected in a subsequent personnel evaluation, shall be removed by the District Human Resources Administrator upon petition by the affected member.

ARTICLE 5 - LAYOFFS

5.1 SENIORITY/LAYOFFS

Seniority means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed.

- A. Overtime hours shall not apply toward seniority.
- B. The seniority date shall be the date of the original hire entering into a probationary status in the classified service.
- C. Layoffs within the unit shall be based solely on reverse order of seniority in the class, plus higher classes.

5.2 SENIORITY PROCEDURES

- A. Seniority in the classification being reduced is the basis upon which a classified employee shall be laid off. In effecting layoffs, the following rules shall apply:
Seniority shall be based upon the amount of paid hours in the classification in which the employee has served and shall include actual service in all paid leaves such as vacation, holidays, sick leave, etc. Time compensated for an overtime basis shall not be credited.
- B. Seniority shall be maintained during absences due to illnesses, layoffs, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this agreement.
- C. Seniority shall be broken for any of the following reasons:
 - 1) An employee resigns or quits.
 - 2) An employee is discharged for just cause.
 - 3) An employee is laid off for a period longer than thirty-nine (39) consecutive months or 63 months as per *Ed. Code 45298* (voluntary demotion or voluntary reduction).
 - 4) An employee, after being laid off, fails to return to work within fifteen (15) working days (*Ed. Code 45278*) after being notified by registered mail by the employer.
- D. Seniority within a classification shall be calculated by hours worked within the classifications of higher ranking - in which employee is serving or has served.
- E. An employee transferred or promoted to a classified job outside of the bargaining unit will retain accumulated seniority. An employee involuntarily transferred will continue to accumulate seniority.
- F. Length of service credit shall be granted employees for a military leave of absence.
- G. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except where the affected unit employee was employed as a substitute in the assignment received upon entering into probationary status.
- H. "Classification" is defined as a position within a class, which has a designated job description title, specific duties, responsibilities and minimum qualifications.
- I. The District shall maintain an updated seniority roster indicating each employee's classification seniority in hours in each job description title the employee has served. Such roster shall be provided to SEIU/VACE at such time as any reduction in hours of layoff is initiated or upon request.

5.3 LAYOFF AND REEMPLOYMENT

- A. Layoffs shall occur due to lack of work or lack of funds per Ed Code.
- B. Forms of layoff: Layoffs may take one or more of the following forms:

An involuntary reduction in the number of days worked in a year;
An involuntary reduction in the number of hours worked in a day;
An involuntary reduction in the classification through bumping by senior employees;
An involuntary reduction in salary or other compensation to avoid layoff;
A voluntary reduction in days worked, hours worked, reduction in salary compensation or, classes to avoid layoff is at the option of the employee affected.

C. Order of layoff within a classification shall be determined by hours of service. The employee who has the least seniority in the classification plus higher classifications shall be laid off first. In the case of two or more unit employees having the same hours of service, the order of layoff of such employees shall be determined by hire date within his/her classification.

D. If the classification hire date is equal, the employee's original hire date with the District as a permanent employee shall be used.

When a layoff of classified employees is anticipated by the administration, and prior to the time Governing Board action is taken with respect to a layoff of classified employees, the District shall notify SEIU/VACE of the possibility of a layoff action. A list of positions recommended for elimination will be furnished to SEIU/VACE at the same time as the seniority list is furnished.

E. In the event or necessity of layoff, written notice of layoff shall be delivered to the affected unit employee by personal service by the Superintendent or designee no less than sixty (60) days prior to the effective date of layoff, informing the employee of displacement rights, if any, and reemployment rights. Any layoff notice shall specify the reason for layoff.

F. Vacation Pay upon Termination: An employee of the District receiving a sixty (60)-day layoff notice shall have the option of taking his/her accrued vacation or receiving monetary compensation for such accrued vacation, but shall not be forced to take such vacation within the sixty (60)-day notification period. Vacation time and compensatory time (within the limits of the contract) earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

G. Fringe Benefits: A unit employee who has been laid off pursuant to this Article shall be entitled, at his/her expense, to continue the same insurance plans provided for employees in the health and welfare article of this Agreement, for a period of thirty-nine (39) months.

H. Substitute Work: The employer must make reasonable efforts to utilize laid-off employees for substitute work. Such employees interested in substitute work must file a letter to that effect with the Human Resources Department. Substitutes will be selected from the reemployment list by seniority. Employees on a reemployment list shall be given prior consideration for service as substitute employees at the appropriate substitute rate established by the District. (Working as a substitute does not affect your reemployment rights.)

I. Status of Temporary Employees: All temporary employees within an affected area targeted for layoff will be terminated before any

permanent positions are eliminated. Permanent positions will be restored before any temporary employees are rehired in an affected area.

- J. Alternatives to Layoff: The District may entertain proposals from individuals through their Union representatives relative to alternatives to layoffs such as voluntary job sharing, voluntary early retirement, voluntary reduction in hours, etc. The determination as to its effects will be subject to negotiations between the District and the Union. The intent, however, will be to reduce the impact of those individuals affected by a layoff decision. If the District contemplates layoff of bargaining unit members, the District shall notify the Union of the possibility of layoffs in sufficient time for the Union to exercise its rights under this section. If an agreement is not reached reverts back to original layoff.
- K. Temporary employment for laid off unit members: Classified employees on layoff will be considered first for all temporary positions if they meet the minimum qualifications for the position.

Temporary positions are created in accordance with Ed Code and are not created to displace permanent employees. If a laid off employee accepts a temporary position, it does not affect his/her reemployment rights.

5.4 BUMPING RIGHTS

- A. A permanent classified employee, who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. The employee bumped shall be the one with the least seniority in the class plus higher classes.
- B. The employee must have previous service in a position, even if title may have changed, to be eligible to 'bump'.
- C. A person with bumping rights shall bump into a previously held position which has the same number of hours in paid status per year or the one with the nearest number of hours as did the position from which he/she is being laid off.
- D. In cases of reclassification, reorganization or abolishment of positions, an incumbent's seniority in the class plus equal or higher related classes shall be computed as outlined above.

5.5 REEMPLOYMENT RIGHTS

- A. Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.

A unit employee who elects a demotion, reduction in assigned time or retirement in lieu of layoff shall be placed on a sixty-three (63) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job classification in seniority order,

without being subject to testing of any kind.

- B. There shall be an up-to-date reemployment list kept by the Human Resources Department, and provided to SEIU/VACE, whereby employees laid off shall be ranked on that list in accordance with their proper seniority.
- C. A person who has been placed on the Reemployment List by reduction in hours shall have priority to regain full employment (i.e., as hours/days previously held) over an employee who is currently working part-time and not on the Reemployment List.
- D. Reemployment-Placement on the Salary Schedule: Classified employees on the Reemployment List, who meet minimum qualifications for a vacant classified position, shall be placed on the step in the classification, which gives them the same dollar amount, if possible, or the nearest dollar amount they earned at the time of layoff.

After returning to work, a person would advance one step on the salary schedule, if eligible; on their next anniversary date provided they have rendered service by being re-employed prior to their established anniversary date.

- E. Order of Employment: Persons laid off from a specific job classification will have return rights to that classification by seniority order.

The following order of employment will be implemented until all persons on the laid off reemployment list have returned to their former classification (no less than the same hours per day and work year) or have returned to another classification (at the same pay level, same or more hours per day and work year prior to layoff) or returned to a position that is recognized as a promotion (with the same or more work hours and work year).

- F. If a position becomes vacant during a unit employee's eligibility period for reemployment, the Human Resources Department shall send written notice by registered mail to the last known address of such unit employee(s) offering reemployment in seniority order.
- G. The District may, simultaneously, send out notices of a job vacancy to more than one person on the reemployment list, provided that the more junior person may be given the vacancy only when those persons with more seniority have declined or waived the vacancy.
- H. If an employee accepts any offer of reemployment, he/she must report to work within fifteen (15) workdays following receipt of the reemployment offer, unless a later reporting date is indicated on the reemployment offer itself, or the District approves a later reporting date.
- I. Reemployment shall be in the reverse order of layoff.
- J. An individual shall have ten (10) working days from date of receipt of registered mail in which to accept an offer of reemployment. Ed Code 45278
- K. An individual on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal, no additional offers need be made, except, based on good cause, the

District may permit a third offer. Thereafter, such individual must notify the District in writing of his/her desire to be reactivated on the reemployment list.

ARTICLE 6 – VACANCIES/CHANGE IN CLASSIFICATION

6.1 VACANCIES WITHIN THE UNIT

- A. When a new position is created or an existing position becomes vacant the transfer list will first be considered. If no employee is selected from the transfer list, the district and the Union will meet and confer. The, the said position shall be advertised within the unit for at least five (5) working days as follows:
- VUSD website year-round
 - Posted in Human Resources year-round
 - All school/work sites during the student calendar year

The District may simultaneously advertise inside and outside the District for new or vacant positions upon mutual agreement between the Union and District.

- B. Personnel files of all district applicants may be reviewed. Applicants shall be deemed qualified to be interviewed for the vacancy if they are currently employed within the vacant classification or if they meet the qualifications referenced in the job description.
- C. Applicants for interview shall be selected from those meeting the criteria in B above. All qualified regular unit member applicants shall be interviewed. If, in the opinion of the District qualifications among the applicants are equal, seniority shall determine the successful applicant. Interview procedures for the Food Service and Paraprofessional/IA/Spec Ed classifications are contained in Article 6.3.
- D. District shall notify all in-house applicants who have interviewed for any advertised position openings, whether or not they were selected for the position within two (2) weeks from date of Board approval.
- E. Upon written request, unsuccessful interviewed applicants shall be informed, in writing, as to the reason(s) they were not selected for the position.
- F. After exhausting the internal interview process the District will meet and confer with the Union. The District may then advertise inside and outside the district and fill the position with an inside or outside applicant consistent with the Hiring Practice Agreement.
- G. The District and the Union will meet and confer if a vacancy is not filled within forty-five (45) working days of announcement closing.

6.2 PROMOTIONAL TRIAL PERIOD

- A. If a unit member covered by this contract changes classification or is promoted he/she shall serve a trial period not to exceed six (6) duty months. Upon request of the District, the Union and the District may meet, on a case-by-case basis, to consider the extension of an employee's trial period.
- B. An evaluation will be completed prior to the end of the trial period.

- C. If the unit member fails to satisfactorily complete the trial period he/she shall have the right to return to his/her specific job title previously held, although the position may not necessarily be at the same site.
- D. Failure to complete a trial period shall in no way affect a member's permanent status with the District.

6.3 ADDITIONAL HOURS IN FOOD SERVICE AND PARAPROFESSIONAL INSTRUCTIONAL ASSISTANT – SPECIAL EDUCATION CLASSIFICATIONS

- A. The District shall establish an internal seniority list of unit members in the Food Service and Paraprofessional/ Instructional Assistant – Special Education classifications who apply for new, vacant or summer hours positions in their respective classifications. For purposes of this section only, seniority shall be determined by computing the cumulative number of hours. In the case of a tie in hours, the tie shall be broken by date of hire an individual has been employed by the District in that classification.
- B. The group of district applicants for vacancies in Food Service and Paraprofessional/ Instructional Assistant – Special Education classifications shall be limited to employees on the classification's seniority list. In all other respects 6.1 shall apply.
 - 1) Such positions shall be advertised first within the unit.
 - 2) The District shall interview the five (5) most senior applicants on the list described above. If, in the opinion of the District, qualifications among the applicants are equal, seniority shall determine the successful applicant.
 - 3) If the position is not filled by one of those applicants first interviewed, the District shall interview the remaining applicants from within the classification to fill the position.
 - 4) Upon written request, unsuccessful interviewed applicants shall be informed as to the reason(s) they were not selected for the position. After exhausting the internal interview process, the District will meet and confer with the Union. The District may then advertise and fill the position with an inside or poutside applicant consistent with contractual language/Hiring Practice Agreement.
- C. For summer hours only, the following selection procedures will apply:
 - 1) For Child Nutrition and Paraprofessional Instructional Assistant – Special Education positions, the District shall interview either the five (5) most senior applicants, or the number of applicants equal to one and one-half (1 1/2) times the number of expected available positions (rounded to the next whole number), whichever is greater.
 - 2) If all of the positions are not filled by those interviewed from the first pool, the number of positions remaining to be filled will be used to determine the size of subsequent pools using the formula in Section 6.3.C.3

- 3) Section 6.3.B.2 shall apply for summer hours/positions.

D. Departmental Meetings for Cafeteria Managers

- 1) The Director of Child Nutrition shall hold department meetings with Cafeteria Managers at his/her discretion.
- 2) If managers work less than eight (8) hours, the extra hours will be added to their contract up to eight (8) hours and on a time sheet for hours over eight (8) hours at time and one-half.
- 3) Managers who are already on contract for eight (8) hours per day will receive payment on a time sheet for hours beyond their duty day at time and one-half.
- 4) Hours will be extended for employees on duty to cover time while manager attends meetings.

6.4 TRANSFER

A. Employee Initiated

Voluntary transfer requested by the employee, in writing, shall be considered first by the Union and the District when all of the provisions listed below are met:

- 1) There must be a vacancy.
- 2) Request for transfer in writing, on file at the Human Resources office prior to vacancy being announced.
- 3) Vacancy must be in the same classification and job description.
- 4) Must be the same pay range.
- 5) Not more than the same number of hours currently worked per day.

Member will be notified in writing by the District of approval/disapproval.

B. District Initiated

- 1) Unit members who are to be transferred for disciplinary reasons shall be assigned to a new or vacant position. If no new or vacant position exists within forty-five (45) days of the announced decision to implement a disciplinary transfer, such transfer may include the involuntary transfer of another unit member. Any such involuntary transfer shall be carried out in reverse order of seniority among members in the classification.
- 2) Staff Relocation

In the event a relocation of staff becomes necessary the following criteria shall be used to identify the employee(s) to be transferred:

- a) District needs

- b) Employee qualifications
- c) Seniority
- d) Among two (2) or more employees who wish to be transferred all of whom meet criteria a) and b) above, the most senior employee shall be transferred.

Among two (2) or more employees who do not wish to be transferred, all of whom meet criteria a) and b) above, the least senior employee shall be transferred.

3) Filling of Paraprofessional Instructional Assistant – Special Ed Absences

The following criteria shall be used to determine which employee shall fill the absence:

- a) District Need
- b) Volunteer
- c) Rotational on a seniority basis (site-based seniority list)

ARTICLE 7 - TRANSPORTATION

7.1 HOURS AND OVERTIME

Hours and overtime shall be as defined by the California Education Code.

- A. Members employed for four (4) or more hours per day shall receive time and one-half (1 1/2) for field trips driven on the sixth and seventh consecutive workday.
- B. Unit members employed during the summer will be guaranteed a minimum of four (4) hours of work per day during the summer session.
- C. Shift Differential: Additional pay for those whose workday includes one (1) or more hours in non-paid status (not including the lunch hour within the workday) shall be compensated as specified in Appendix B, Shift Differential (Transportation only).
- D. Continuous Day

Drivers shall be considered to be on continuous duty and, therefore, in paid status if the time between assigned runs or other duties is less than thirty (30) minutes.
- E. All assignments scheduled for Saturdays, Sundays and holidays will be paid at time and one-half (1 1/2).
- F. Effective January 1, 2007, Bus Drivers who are unit members and who transport a student in a wheelchair or a student who requires a vest or car seat will receive \$2.00 per run, per day for each route. The \$2.00 per run stipend will be recorded daily with the Transportation Supervisor and paid as supplemental earnings.

7.2 ROUTE ASSIGNMENT/BIDDING

- A. The District shall list the estimated hours of each bus run before bidding takes place. In the assigning of bus routes the following factors will be considered:
 - 1) Length of employment, based on hire date, in the District as a driver will be the major factor.
 - 2) Buses will be assigned to the routes for maximum utilization and efficient use of equipment, and may be changed at any time based on the needs of the District.
 - 3) Ability to relate well with students and maintain appropriate student behavior.
 - 4) Needs of the District.
 - 5) Driving record and performance.

7.3 FIELD TRIPS

- A. Upon completion of six (6) months' probation the member shall be evaluated for local field trips.
- B. After six (6) months of service with qualification for local field trips the driver shall be evaluated for long distance field trips.
- C. Employees hired with three (3) years or more previous bus driving experience in a school district shall be given consideration by the Transportation Supervisor to be qualified for local and long distance field trips upon successful completion of six (6) months' probation.
- D. The Transportation Supervisor shall carry out the evaluations and shall determine who qualifies for local and long distance field trips.
- E. Upon qualification the driver's name will be added to the appropriate field trip list or lists, the initial listing to be in order of seniority. Assignment to trips shall be made on a rotation basis. Scheduled field trips shall be listed in order of the number of hours requested on the trip request. The trip requiring the most hours will be offered to the most senior person on the list for the week.
- F. Refusal to accept an assignment in order deletes the driver from other field trips until his/her next regular time. If a driver agrees to take a field trip and then cancels his/her commitment the trip will be assigned to the next available driver. Except in emergencies, at least twenty-four (24) hours' notice shall be required of drivers who want to cancel field trip commitments.
- G. When a weekend or holiday field trip is cancelled, the driver will retain priority for field trips scheduled on the next weekend or holiday.
- H. If a field trip scheduled on a school day is canceled and the driver is not notified of the cancellation and reports to work, he/she shall be paid for two (2) hours work at the applicable rate. When a field trip is canceled the assigned driver will be reinstated on the eligibility list for future trips.

- I. If a field trip scheduled on a holiday or weekend is canceled and if the driver is not notified of the cancellation and therefore reports to work, he/she shall be paid for four (4) hours at the applicable rate.
- J. A driver called to work on a Saturday or Sunday to drive an unscheduled or emergency trip shall receive payment which is no less than that which the driver earns in four (4) hours at his/her regular straight time rate.
- K. When a field trip or shuttle involves less than one (1) hour of time worked that is not contiguous to a driver's regularly assigned hours, the driver shall be compensated for one (1) hour of employment at the appropriate rate.
- L. The District shall provide drivers with sufficient cash in advance to cover all bridge tolls and parking fees that will be incurred in the field trip.
- M. Drivers shall be compensated at the regular rate of all hours forfeited due to working a field trip on the preceding day.
- N. If a bus driver works continuously for six (6) hours for regular duty plus a field trip or a field trip without a thirty (30) minute lunch break, the District will reimburse for one (1) meal. If a bus driver works continuously for ten (10) hours without a thirty (30) minute lunch break, the District will reimburse for two (2) meals.

NOTE: Less than thirty (30) minutes is not considered a break in continuous duty time. All meals will be reimbursed at the current District rate with an accompanying receipt.

- O. A unit member who is sick the workday prior to a field trip assignment and is on paid leave status shall be permitted to take the field trip assignments provided he/she notifies the District twenty-four (24) hours in advance of the field trip that he/she will be able to accept the field trip assignment.

7.4 VACANCIES

- A. When vacancies occur during the work year which includes kindergarten runs, bidding on the kindergarten runs shall be separate from the morning and afternoon runs.
- B. If the hours of the kindergarten runs change during the first twenty (20) working days of the traditional school year, all of the kindergarten runs shall be re-bid one time only.

7.5 CAREER TRAINING

- A. Drivers are required to successfully complete ten (10) hours of training per year.
- B. Up to three (3) hours of the required ten (10) hours of training may be fulfilled at the regular rate of pay by verified completion of pre-approved training at seminars, courses or training programs other than those scheduled by the District.

7.6 CERTIFICATE

The District agrees to reimburse employees upon submission of a receipt and District reimbursement form for the renewal cost of a special certificate required once every four years by the Highway Patrol for all transportation employees.

7.7 TWELVE (12) MONTH CONTRACTS

Twelve (12) month contracts will be offered based on seniority, and as positions become available and vacancies occur. The work year will be twelve (12) months excluding nine (9) non-duty, non-paid days to be determined each school year.

After acceptance of a twelve (12) month position, bidding of routes takes place as per normal route bid procedures. Bidding for a twelve (12) month contract will only occur when and if there is an opening. Bidding will be by seniority. Intent to vacate must be submitted in writing, to the Transportation Department two weeks prior to a regular, new school year bid day. Twelve (12) month contracts can only be vacated or bid during this regular bid period unless agreed upon by the District and Union.

Total contract hours will differ during the traditional year than during spring, summer and winter. Example: eight (8) hours traditional year, four (4) to five (5) hours spring, summer and winter.

If the unit member returns voluntarily to a ten (10) month contract, the unit member will be placed back on the seniority list as their original seniority position for the purpose of bidding for a vacant twelve (12) month contract when a twelve (12) month contract becomes available. If the unit member returns to a ten (10) month contract due to District staff reduction, the unit member would resume their original seniority bid position.

Annual leave will be earned per Article 15-Vacations. Only twelve (12) month employees accrue annual leave. If in the event the unit member returns to a ten (10) month contract, the unit member will be paid for any earned and accrued annual leave.

ARTICLE 8 - HOURS AND OVERTIME

8.1 HOURS

Hours and overtime shall be as defined by the California Education Code except to the extent modified herein:

- A. Call-back shall be when a member is required to return to a work location upon completion of his/her day or shift in paid status. Members shall be paid a minimum of two (2) hours at the appropriate rate for callback.

Members shall be paid a minimum of four (4) hours for a call received any day between the hours of 1 a.m. and 5 a.m. at the appropriate rate for callback.

- B. Any work assigned and performed on a sixth (6th) and seventh (7th) consecutive workday in paid status shall be subject to a four (4) hour minimum rule.
- C. Overtime rate shall be time and one-half for all hours in paid status in excess of eight (8) hours in a consecutive twenty-four (24) hour period or forty (40) hours in a work week, except for those employees who

work an alternative work schedule. Alternative work schedule employees' overtime shall be defined as any hours worked on excess of their regularly scheduled shift in a consecutive twenty-four (24) hour period. The twenty-four (24) hour period begins at the start of the last shift worked. Overtime will not be paid for regularly scheduled shift changes such as: Summers, minimum days, holiday periods or non-student days. In the event overtime is needed every attempt shall be made to gain administrator/department head approval prior to working overtime.

- D. Any unit member receiving a premium or differential rate shall have that amount applied to his/her rate of pay for computing overtime pay due.

8.2 OVERTIME/COMPENSATORY TIME

- A. Unit members shall be paid for overtime per 8.1.C. Members may, upon their request and approval of his/her supervisor, earn compensatory time in lieu of overtime pay. The approved District Compensatory Form must be completed by the supervisor and employee prior to any overtime worked. Compensatory time in lieu of overtime shall be granted at the rate of three (3) hours of compensatory time off for every two (2) hours of overtime. Accrued compensatory time shall not exceed two hundred forty (240) hours per employee. Employees granted compensatory time off shall be allowed to take it within a reasonable period of time. Unless the District Personnel Administrator, determines that unusual circumstances exist supervisors will not approve compensatory time off if it would require the employment of a substitute.
- B. When compensatory time off is authorized in lieu of cash compensation, such use of compensatory time off shall be granted within twelve (12) calendar months following the month in which the compensatory time was earned. At the end of the twelve (12) months, if the member has not been granted compensatory time off, the compensatory time shall be paid by the end of the fiscal year.
- C. The assigned workday and/or work week shall not be adjusted to avoid payment of overtime.
- D. Unit members will be paid for work beyond the normal duty hours in order to handle emergencies involving students and/or other individuals in school related matters. If the unit member is unable to contact his/her supervisor for approval the member may remain on duty for an appropriate period of time not to exceed two (2) hours.

In the case of Child Nutrition workers an emergency exists when perishable food is delivered at the end of a duty day and must be stored or put away.

- E. Where there is a consistent practice of overtime within a work location, overtime shall be based on a rotating basis when practical.

8.3 OVERTIME - CUSTODIANS: Rotational list for custodians overtime will be available on the VUSD shared drive.

Overtime required for custodians will be offered in the following order:

- A. On-site custodial staff.

- B. All other regular custodial employees will have an opportunity to express interest and have their name placed on a list developed by the Custodian Supervisor. Selection will be made on a rotational/seniority basis.
- C. Substitute Custodians

8.4 WORK WEEK

The work week for unit members shall consist of five (5) consecutive workdays in a seven (7) consecutive day period.

- A. The normal work week shall be Monday through Friday.
- B. An adjusted work week shall be either:
 - Sunday through Thursday.
 - Tuesday through Saturday.
- C. A District initiated shift change of more than six (6) consecutive days shall require ten (10) working days' notice to the employee. Hardships to an employee or employer can be addressed through a meet and confer with the District and S.E.I.U.

8.5 SHIFT DIFFERENTIAL

- A. Beginning July 1, 2015, unit members in all classifications, except transportation, shall receive an additional 50 cents per hour of shift differential for all regularly assigned work hours after 6:00 p.m. or before 7:00 a.m. The differential rate will be prorated for time worked less than one hour.
- B. A unit employee receiving shift differential compensation shall not lose such compensation if he/she is temporarily, for five work days or less, assigned to a shift not entitled to such compensation.
- C. If shift work hours are changed for an extended time of more than five work days (i.e. summer work months) the employee will not receive the shift differential premium until the employees hours are returned to the normal work shift.
- D. Annual leave, personal leave and holidays will not disrupt the shift differential premium.
- E. Unit members in transportation classifications whose workday includes
 - one (1) or more hours in non-paid status (not including the lunch hour) shall be eligible for daily differential pay as shown in Appendix B.

8.6 LUNCH PERIODS

- A. Employees Working Less than Five (5) Hours:

Employees who work less than five (5) hours per day do not have a lunch period. They may extend their duty day to include a non-paid lunch period with the approval of their supervisor.

B. Employees Who Work Five (5) Hours or More:

A non-paid lunch period of at least thirty (30) minutes must be taken. The non-paid lunch scheduled period will be scheduled as close as possible to the middle of the shift. (i.e. A five (5) hour employee plus a thirty (30) minute non-paid lunch period equals a five and one-half (5 1/2) hour duty day.

Employees who work five to six (5 to 6) hours per day receive a 30 minute unpaid lunch. By mutual agreement between the District and the Union, the employee may waive the thirty (30) minute non-paid lunch, therefore, reducing their duty day by half an hour. This agreement will remain in force for the school year unless a change is mutually agreed upon.

C. Maintenance Shop

The lunch period for members assigned to the Maintenance Shop shall be thirty (30) minutes.

8.7 CONTRACT YEAR - FOOD SERVICE/PARAPROFESSIONAL INSTRUCTIONAL ASSISTANTS-SPECIAL EDUCATION

- A. The contract year for Food Service employees shall be one hundred and eighty-one (181) duty days, the first of which shall be the last workday immediately preceding the opening of school. Workdays for the purpose of this paragraph means Monday through Friday. All hours beyond the one hundred eighty-one (181) duty days will follow the provisions set forth in section 6.3 of this contract.
- B. The contract year for Paraprofessional/Instructional Assistants-Special Education shall be one hundred and eighty (180) duty days, the first of which shall be the first day of school.

8.8 CONTRACT YEAR – MULTI-TRACK YEAR ROUND SCHOOLS

- A. Contracts for unit members assigned to Year Round Schools will be written as regular twelve-month contracts with the following exceptions:
 - 1) PP-IA-Sp Ed assigned to all four schedules: Annual contracts will be based upon Year Round student calendar days for all four schedules. PP-IA-Sp Ed will be assigned to a program or grade level.
 - 2) PP-IA-Sp Ed assigned to a schedule: Annual contracts will be based upon Year Round student calendar days for a specific schedule. The PP-IA-Sp Ed will be assigned to a teacher(s) on a single schedule.
 - 3) Cafeteria Managers/Assistants: Annual contracts will be based upon Year Round student calendar days for all four schedules plus one day.

8.9 REST PERIODS

Paid rest periods shall be based on the total hours worked per day. Each unit member shall receive a paid rest period of not less than fifteen (15) minutes per four (4) hours worked. Two (2) paid rest periods shall be granted for employees working seven (7) hours or more. No paid rest period shall be granted for employees whose total daily work time is less than three and one-half (3 ½) hours. Paid rest periods shall be granted as close to the middle of each four (4) hour work period as possible. The employee shall be relieved of all duties during the paid rest period.

8.10 ALTERNATIVE WORK SCHEDULE

Proposals for alternate work schedules may be initiated by employees, submitted by the Union, and shall be reviewed and considered by the District. Such alternate work schedules may include, but are not limited to, core flex-time, alternate daily hours, four-ten work weeks or some other alternate schedule as may be approved.

Prior to implementation of any alternate work schedule, the District and the Union shall agree, in writing, on the administration of overtime, premium pay and leaves with pay, including holidays, as these may apply to the proposed alternate work schedule. The administration of these provisions shall be on a cost equivalent basis such that employees working an alternate schedule shall be compensated neither more nor less than employees working a regular schedule. Upon execution of a letter of understanding regarding the administration of these provisions for employees working an alternate schedule, the applicable provisions of this Agreement shall be amended for those employees affected by the alternate schedule without further action by the parties.

The decision to implement or terminate alternate work schedules for any employee or group of employees shall be at the sole discretion of the District and approval of implementation of alternate work schedule for any employee or group of employees shall not be construed to set a precedent for approval or implementation of any other further work schedules submitted by the Union.

Termination of alternate work schedules shall include reasonable written notice. Reasonable notice shall be mutually agreed to, or not less than thirty (30) days.

The provisions of this Article shall not restrict the District's authority to assign work schedules as provided elsewhere in this agreement.

ARTICLE 9 - PROFESSIONAL GROWTH

9.1 COMPENSATION FOR EDUCATION AND TRAINING IN REQUIRED SKILLS

- A. Upon initial employment, prior education and training will be evaluated by the District Personnel Administrator, for computing initial compensation award(s), pursuant to the provisions of this Article. Courses taken to complete a G.E.D. or high school diploma will not be credited toward salary schedule placement. Proof of completion of prior education must be submitted to the District Personnel Administrator, within sixty (60) days of employment. Approved courses will be made available to the Professional Growth Committee upon request.
- B. Qualification for Compensation Award

- 1) With the approval of courses by the Classified Professional Growth Committee, compensation awards in 2½% increments will be awarded for every 108 hours up to a maximum of five (5) awards or 12½%. All hours or fraction of hours will be accumulative.
- 2) Compensation awards are limited to five (5). Of the 540 total hours required for the compensation awards, not less than 492 hours must be related to the member's specific classification or area of employment in the District. All 540 total hours may be job related. Sixty (60) hours may be general education credits.
- 3) Participation in educational conventions, institutes and conferences may be considered a part of this project. Credit will be allowed for participation if the District does not reimburse the participant for fifty-one percent (51%) or more actual and necessary expenses including mileage.

No one shall receive credit for institutes, lectures or conventions if these are attended during the working day and/or if the member is being paid for other services at the same time without prior approval of the Board of Education, provided that no member shall be excluded from earning credit for this program if he/she was on paid vacation leave or compensating time off.

- 4) Units for college classes equate as follows:

One (1) semester unit equals fifteen (15) hours. One (1) quarter unit equals ten (10) hours.
- 5) District sponsored in-services shall be credited toward compensation award(s) in accordance with the provisions of this Article and are not subject to approval by the Professional Growth Committee.
- 6) The unit member shall notify the District administration by September 30 that he/she will qualify for an award of additional compensation beginning on November 1, or by February 28 for additional compensation beginning on April 1.
- 7) It is the responsibility of the member to apply to the Professional Growth Committee for approval of courses. Upon approval, evidence of successful completion must be submitted to the Human Resources Department.
- 8) Upon the promotion of a member to a higher range, his/her Classified Professional Growth program will be reviewed by the District Human Resources Administrator and a person appointed by S.E.I.U., Local 1021.
- 9) All probationary and permanent unit members are eligible to participate in this program.

9.2 PROFESSIONAL GROWTH COMMITTEE

- A. Composition of the Classified Professional Growth Committee
 - 1) The committee shall consist of not more than eight (8) full time District employees. Five (5) members shall be from the classified service representing the following classifications:

transportation, cafeteria, maintenance, custodial, paraprofessional/instructional assistant or clerical. These five (5) members shall be appointed by S.E.I.U., Local 1021, and three (3) from the administrative staff appointed by the District Personnel Administrator.

- 2) Tenure of Classified Professional Growth Committee Members - Because of the technical nature of committee responsibilities, turnover on the committee shall be kept to a minimum. To assure continuity, two (2) of the members of the original committee shall be appointed for a period of one (1) year, and three (3) of the members shall be appointed for a period of two (2) years; thereafter, all appointments of members of the classified service shall be for a period of two (2) years.
- 3) Meetings of the committee shall be scheduled during duty hours.

B. Duties of the Committee

- 1) The Classified Professional Growth Committee shall work to develop standards for evaluating courses of work. The committee shall prepare a procedural guide, which will be reviewed annually and revised as needed.
- 2) Records of courses, proposed or completed, which are submitted by unit members will be individually evaluated by the committee. Courses which prove acceptable by unit members will be approved.

C. Appeals

- 1) Appeals from unit members regarding recommendations of the Professional Growth Committee under the provisions of this Article shall be submitted to the District Personnel Administrator and the VACE President. Their decision shall be final.

ARTICLE 10 - UNIT MEMBERS' RESPONSIBILITY COMPENSATION

10.1 RESPONSIBILITY DESIGNATION

At any time during the shift when a recognized Custodian Lead Person is absent from his/her work location he/she shall designate a responsible person at that work site, based on seniority, to fill his/her place for the remainder of that shift.

10.2 WORK OUT OF CLASS

- A. An employee may be required to perform duties not a part of his/her classification provided that his/her salary is adjusted upward for the entire period of required out of class work, as provided below.
- B. Unit members assigned to work out of classification shall be compensated at the rate of a minimum of five percent (5%) of the current salary schedule base pay. Any additional

compensation shall be added on after the out of class rate has been calculated.

- C. The district will maintain a list of unit members who would like to be considered for opportunities to work out of class assignments anticipated to be more than 20 work days. Requests in writing will be added to the list and can be submitted quarterly before each of the following dates: July 1st, October 1st, January 1st, and April 1st. Names will remain on the list until the member requests that it be removed.

10.3 MANAGEMENT STIPEND

An annual 2.5% stipend will be awarded for one unit member in the following departments: Child Nutrition, Fiscal Operations, Maintenance/Grounds, Purchasing and Transportation. At the beginning of the fiscal year each Classified Manager will select an employee from the group with the highest pay range in the department. All employees in the department group will have an opportunity to express interest in the stipend and the manager will make the final selection. On an annual basis consideration will be given to others in the designated group, but rotation is not required. The employee receiving the stipend will be expected to assume additional responsibilities in the absence of the Classified Manager.

10.4 BILINGUAL STIPEND

An annual stipend of one thousand dollars (\$1,000) may be awarded for one unit member at each school site to facilitate communications between staff and non-English speaking parents/guardians. Duties may include, but are not limited to, interpretation and translation in matters related to student registration, student records, attendance, discipline, conferences and meetings. Such duties may be performed during and after duty hours. Eligible unit members, as determined by competency test administered by the District, may apply for the stipend. Selection among eligible unit members shall be made by the school principal or designee.

ARTICLE 11 - SALARY AND EQUITY ADJUSTMENTS

11.1 CLASSIFIED SALARY SCHEDULE

- A. The District and the Union, Local 1021 (V.A.C.E.), agree that should the District grant an across the board salary increase in pay to any bargaining unit, the District will grant the same percentage bonus/increase in pay to classified employees covered by the contract.

District contribution increases to unit members' medical, dental, vision and life insurance premiums shall be included in the calculation of across the board salary schedule adjustments as a total compensation agreement.

- B. At the beginning of the 11, 16, 21, 26, 29, and 33 years of service, unit members shall receive three percent (3%) per year longevity increment.
- C. Step increases will be given to unit members on the first of the month of the unit members' anniversary date of employment.

Eligibility for step increases requires completion of seventy five percent (75%) of the work year.

Promotion increases shall reflect a rate increase of not less than two and one-half (2.5%) for placement on the salary schedule, not to exceed a step 6 at the new salary range. A promotion is considered an increase in pay range on the salary schedule.

11.2 SHIFT DIFFERENTIAL

Unit members working a recognized second shift within their job categories shall receive an additional fifty (50) cents per hour shift differential.

11.3 MILEAGE

Unit members shall be reimbursed for the use of their personal vehicles for District business in accordance with Board Policy 3350 (a).

11.4 ADJUSTED WORKLOAD - CUSTODIAL

If a custodian is required to move furniture, pianos, risers and other items from school to school or to and from school and non-district locations during his/her regular working hours, the member's normal workload will be adjusted in proportion to the time spent moving the furniture and/or equipment.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

12.1 DEFINITION

All provisions enumerated in this Article shall apply to those members within the unit who work four (4) hours or more per day and/or twenty (20) hours or more per week. These provisions shall not apply to members who work less than twenty (20) hours per week.

12.2 MEDICAL INSURANCE

The District shall provide all eligible unit members, their spouses, eligible children and other authorized persons for coverage under the available insurance plans and policies with a health insurance plan. Eligible unit members are those employed four (4) hours or more per day and/or twenty (20) hours or more per week. The District shall pay eighty percent (80%) of the premium cost for the member, spouse and dependent children.

The District shall provide all new (as of July 1, 2011) eligible unit members, their spouses, eligible children and other authorized persons for coverage under the available insurance plans and policies with a health insurance plan. Eligible unit members are those employed four (4) hours or more per day and/or twenty (20) hours or more per week. The District shall pay a portion of the premium cost (breakdown below) for new members, spouse and dependent children beginning July 1, 2011.

8.0	FTE/hour employee	80%
7.0 to 7.99	FTE/hour employee	75%
6.0 to 6.99	FTE/hour employee	70%
4.0 to 5.99	FTE/hour employee	65%

Any union member with a hire date prior to July 1, 2011, will not be affected by this article whether by promotion, placement on the 39 month rehire list, or loss of hours.

All medical benefits plans are administered under the CalPERS Health Benefits Program and include Blue Shield, Blue Shield Net Value, Kaiser Permanente, PERSCheck, PERSSelect and PERSCare. For unit members selecting PERSCare, the District shall pay the same percentages in the above paragraph for subscriber only coverage. For the member plus 1 or the member plus 2 or more, the District will pay the same percentages cited above of the highest plan plus 50% of the difference between the highest and lowest plan.

Unit members who do not elect District group coverage, and who can demonstrate evidence of health coverage, shall receive \$1800 annually in lieu of health coverage.

The District shall pay dental, medical, vision and life insurance benefits through August on behalf of all active eligible unit members working 10 to 11 months who complete their contract year, ending on June 30th.

- A. President and Vice President or designee, shall be granted release time to attend CalPERS board/committee meetings with regard to Health Benefits.

12.3 DENTAL INSURANCE

A dental plan shall be provided by the Board for all eligible unit members, their spouses and dependent children. The District's contribution shall be one hundred percent (100%) of each unit member's premium. The plan is Delta Dental of California - Group Number 7010-0026. Calendar year maximum is \$1,700 for each enrollee if services are provided by a Delta Dental PPO \$1,500.00 per year maximum for each enrollee if services are provided by non-Delta Dental PPO Dentists. Orthodontics for adults and children is \$1,000 lifetime maximum for each enrollee.

12.4 VISION CARE

A vision care plan shall be provided by the Board for all eligible unit members, their spouses and eligible children. The District's contribution shall be one hundred percent (100%) of the premium. The plan shall be California Vision Service - Plan C - \$15.00 deductible, reimbursable upon submission of receipts.

12.5 LIFE INSURANCE

A life insurance plan shall be provided by the Board for all eligible unit members. The District's contribution shall be one hundred percent (100%) of the premium cost. The coverage shall be \$10,000.00.

12.6 RETIREMENT

Upon retirement, unit members may continue participation in the District's health and welfare benefits according to the following conditions:

Upon retirement, unit members may continue participation in the District's health and welfare benefits according to the following conditions:

- A. Medical Insurance
 - 1) All retirees who are not eligible for District contribution to medical premiums and retiree's spouses, may continue to participate in the group plan provided the retiree prepays the total premium and the insurance carrier permits continued enrollment.

B. Retirees who have served not less than eighteen (18) years in the District shall be eligible for only one (1) of the following options, to be chosen by the unit member upon notifying the District of his/her intent to retire:

1) the District shall contribute fifty percent (50%) of their monthly subscriber only medical plan premiums and fees for a period of seven (7) years.

1a. An employee may, upon retirement, elect to delay commencement of District contribution to medical care for a period not to exceed five (5) years provided continuous coverage is maintained in a District plan.

2) The district shall contribute one-hundred percent (100%) of their monthly subscriber only medical plan premiums and fees for a period of three (3) years.

2a. An employee may, upon retirement, elect to delay commencement of District contribution to medical care for a period not to exceed five (5) years provided continuous coverage is maintained in a District plan.

3) The District shall pay a one-time cash out of \$17,500 no more than forty-five (45) days after the unit member retires.

C. Retirees who are eligible for District contributions toward medical insurance premiums must meet the following conditions:

- a) Be fifty (50) years of age.
- b) Have completed eighteen (18) years of employment with the District.
- c) For nine (9) of the eighteen (18) years of employment, the employee must have been qualified for benefits.
- d) Retirees must be receiving continuous coverage with the District Medical Plan at the time of separation.

D. Procedures for payment of the retiree's share of premiums are to be at the discretion of the District.

B. Dental, Vision and Life Insurance

1) Employees may initiate their option to continue under the District vision, dental and life insurance plans for the group rate at the retiree's expense from the date of retirement provided the insurance carrier permits continued enrollment.

12.7 SECTION 125 PLAN

The District will make available a flexible spending account benefits program through a third party administration for all employees. This is a tax-deferred program; paid with pre-tax dollars by the employee, for dependent health care expenses and other legal options available under the Internal Revenue Code (IRC) 125. All employees covered under the terms of their agreement shall be eligible to participate in the District (IRC) 125 Plan provided they meet the IRC criteria. The Open Enrollment period generally occurs in the Fall of each year. Some of the components of the plan are, but not limited to:

- excess health insurance premiums
- dependent care
- un-reimbursed medical expenses

12.8 STATE DISABILITY INSURANCE

State Disability Insurance shall be provided for unit members at the unit member's expense.

12.9 FAMILY TEMPORARY DISABILITY INSURANCE

The Family Temporary Disability Insurance (FTDI) program, known as the Paid Family Leave (PFL) insurance program, provides all full time and part time classified employees paid leave under the following guidelines:

- A. Paid Family Leave must be taken concurrently with Family and Medical leave (FMLA) and California Family Rights Act (CFRA) leave.
- B. There is a limitation of six (6) weeks of paid leave in a twelve (12) month period.
- C. The conditions for qualification must meet those described per Labor Code.
- D. Claims for Paid Family Leave must be filed by the employee with Employment Development Department (EDD) of the State of California.

12.10 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) shall be provided by the District to all unit members. The cost of such a program shall be borne by the District.

ARTICLE 13 - UNIFORMS

13.1 UNIFORM ALLOWANCE

The District will annually provide uniforms and/or allowances as specified for the following classifications. Employees may purchase, at their own expense, uniform pants of the same style, color and material required to be worn while the employee is on duty.

Special circumstances for reimbursement will be considered on a case-by-case basis.

- Child Nutrition: Three (3) aprons; the employee given the choice of cobbler or bib styles or a combination thereof.
- Custodian: Members of the Custodial staff will receive five (5) T-shirts and up to a \$100.00 allowance for long pants (work pants/denims) plus 2 (two) additional "T" shirts tan in color will be provided- as optional summer uniform shirt. Custodial colors are navy blue during the school year- tan or navy for summer, displaying a VUSD logo in contrasting color.
- Maintenance: Members of the Maintenance staff will receive five (5) T-shirts and up to a \$100.00 allowance for long pants (work pants/denims). Maintenance staff may select long or short sleeve. NOTE: Long sleeve will not have pockets.
- Maintenance T- shirt colors are tan or navy blue displaying a VUSD logo in contrasting color.
- Maintenance staff shall be provided 5 button-up shirts in any combination of long and /or short sleeve that will be replaced as they are turned in for replacement, but shall not exceed five new shirts per year.
- Members of Maintenance Department shall be allowed a yearly reimbursable allowance of up to \$100.00 for the purchase of ASTM F2413 Class 50 or better footwear. Maintenance staff who use this reimbursement shall wear the ASTM footwear purchased while on duty.
- Transportation: Five (5) shirts and up to \$100.00 allowance for black, white or tan pants.
- Technology: Five (5) T-shirts and up to a \$100.00 allowance for long pants. (Work pants/denims)
- Warehouse: Five (5) T-shirts. Members of the Warehouse Department shall be allowed a yearly reimbursable allowance of up to \$100.00 for the purchase of ASTM F2413 Class 50 or better footwear. Warehouse staff who use this reimbursement shall wear the ASTM footwear purchased while on duty.
- Employees working in more than one classification will only receive one set of shirts (of their choice) and only one footwear reimbursement per year if applicable to their classification.

The following departments will be allowed to wear shorts: Child Nutrition, Custodial, Transportation and Warehouse. The purchase will be an employee expense and responsibility.

District specified clothing for above classifications will be provided and worn during duty hours. Clothing may be tailored to fit but not altered. The member will be reimbursed for the purchase of long pants upon presentation of proof of purchase.

ARTICLE 14 - HOLIDAYS

- 14.1** The District shall recognize fifteen (15) paid holidays for all unit members in paid status for twelve (12) months.
- 14.2** Other than twelve (12) month members shall be credited with fourteen (14) holidays which fall within their time in paid status with the District subject to Article 14, Section 14.3 below.
- 14.3** The holidays for unit members shall be referenced in the current classified calendars:
- Independence Day (12 month members, summer school/ESY employees) July 4, 2015
Labor Day Sept. 7, 2015
Veterans' Day Nov. 11, 2015
Thanksgiving Recess Nov. 25, 26, 27, 2015
Winter Break Dec. 23, 24, 25, & 31, 2015
Winter Recess Dec. 30, 2015
New Year's Day Observance Jan. 1, 2016
Martin Luther King, Jr. Day Jan. 18, 2016
Lincoln's Birthday Observance Feb. 15, 2016
Washington's Birthday Observance Feb. 19, 2016
Memorial Day Observance May 30, 2016
- 14.4** The number of holidays for shift workers or workers assigned other than a normal work week shall not be a greater or a lesser number than members regularly assigned to work during the normal work week.
- 14.5** Unit members shall be entitled to any holiday declared by the President of the United States, the Governor of the State or the Board of Education.
- 14.6** If a holiday occurs while a unit member is on vacation or paid leave, that day will be credited as a holiday.
- 14.7** A unit member must be in paid status on the regular assigned workday before or the regular assigned workday after the holiday in order to receive compensation for the holiday.

ARTICLE 15 – VACATIONS

As members complete twenty (20) years of District service they shall be provided one (1) additional day of annual leave for a maximum of twenty-two (22) days.

- 15.1** Earned annual leave may be accumulated and carried over up to a maximum of forty (40) days. Any additional annual leave earned during the subsequent year must be used prior to June 30th.

If the employee has not been given a reasonable opportunity to take annual leave, the employee will be paid for the excess days over forty (40) days on June 30th.

Upon retirement or separation from the District, the employee will receive payment for a maximum of thirty (30) days of accrued annual leave.

- 15.2** All unit members shall be granted vacation leave based on the following:

- A. During the first (1) through the fourth (4) year of service: one (1) day per month worked.

During the fifth (5) through the ninth (9) year of service: one and one-quarter (1.25) days per month worked.

Upon completion of nine (9) years of service vacation is earned at the rate of one and one-quarter (1.25) days per month plus one (1) day per year of service in excess of nine (9) years, not to exceed a maximum of twenty-one (21) days for twelve month members, eighteen and one-half (18.5) days for ten and one-half month members, eighteen (18) days for ten month members and seventeen (17) days for those employed during the student year only.
- B. Vacation days accrued for the school year will be posted annually at the beginning of the school year.
- C. Vacation shall be based upon the number of hours worked each day. Overtime will not be considered a factor in determining vacation.
- D. The initial date of employment shall be the date in determining years of employment for vacation purposes. A probationary member shall not be entitled to use vacation until completion of six (6) months of employment unless prior supervisor approval is obtained.
- E. Prior written approval of the unit member's designated supervisor/manager shall be required before a unit member may take any annual leave. The unit member's supervisor/manager will have ten (10) working days to approve or not approve requests for annual leave. If the supervisor/manager does not reply in writing for approval or non-approval, such request for annual leave will not be denied. Whenever possible, annual leave shall be scheduled at a time mutually acceptable to both the unit member and the District. An employee will not be denied the opportunity to take annual leave because of the expense required for hiring a substitute. However, the District makes the determination if a substitute is needed.
- F. Conflicts in vacation scheduling shall be resolved in favor of the most senior employee.
- G. If you separate prior to the end of the school year, your leave balance will be adjusted to reflect days worked.

ARTICLE 16 - LEAVES

16.1 PERSONAL LEAVE ACCOUNTING

- A. Personal Leave shall be allowable on the basis of:
 - 1) 220 or more days: Twelve (12) days annually.
 - 2) 197 - 219 days: Eleven (11) days annually.
 - 3) 175 - 196 days: Ten (10) days annually.

- 4) Members who work less than an eight (8) hour day shall receive the proportionate amount of a day per month.
 - 5) Summer school/extended school year employees shall accrue the proportionate amount of one day per each month of employment.
- B. Personal Leave is accumulated from year to year for an indefinite period. Upon separation members are not paid for any accumulated personal leave.
 - C. Personal Leave may be taken prior to accrual with one exception - a new unit member shall not be eligible for more than six (6) days of personal leave until after the completion of six (6) months of service.
 - D. All personal leave claims must be verified by an absence report. Proof of illness or injury shall be presented to the Superintendent upon request.
 - E. Any unit member unable to report for duty at the prescribed time shall so advise the District Human Resources office at the earliest possible time. Transportation employees shall advise the Transportation Office.
 - F. When a unit member is absent from duty because of illness or accident for a period of five (5) months or less the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum actually paid a substitute employed to fill his/her position during the absence. If no substitute is employed the member shall receive his/her regular salary.
 - G. A unit member with one (1) year or more of service who terminates employment for reasons other than action initiated by the employer for cause, and who accepts employment with another school district within one (1) year is eligible to transfer his/her personal leave earned at the prior district.

16.2 TYPES OF LEAVE

Members shall not be required to secure advance permission for use of personal leave. Personal leave may not be used for other employment, withholding of services, or activities normally considered to be relating to, or associating with recreation.

- A. Personal Leave
 - 1) A unit member may use his/her accumulated Personal Leave for the following reasons:
 - a) Illness
 - b) Death, accident involving person or property, or illness in a member's family. This may include, but is not limited to: spouse; children; parents; siblings; grandparents; grandchildren; mother-in-law or father-in-law; daughter-in-law or son-in-law; or any relative or dependent residing in the member's immediate household.
 - c) Appearance in court as a litigant.

d) Observance of religious holidays.

B. Personal Option Leave

1) The personal option leave permits the member to use a total of three (3) days. Three (3) of the personal leave days quoted in 16.1.A for personal necessities not included in that definition may include family related matters that occur during the workday. These three (3) days may not be used for other employment, withholding of services or activities normally considered to be related to recreation or vacation. Personal option leave days may not be accumulated and/or carried over from year to year.

C. If an employee exhausts their leave (personal leave, personal option leave) the result will be as follows:

- 1) If the employee has exhausted their personal leave a substitute will be called to fill in for them and the employee will be docked the substitute's rate of pay.
- 2) If an employee exhausts their personal option leave they will be docked their own rate of pay for the total amount of time which they are absent from work (even if they still have personal leave accrued).
- 3) THERE IS NO SUCH THING AS OWN TIME. You must continue to report specific leave as identified in the Contract.

D. Emergency Leave

A maximum of three (3) days of emergency leave with pay may be granted each year after all available leaves have been exhausted. Requests for such leave shall be made through the principal or supervisor in advance when possible. The final decision to grant emergency leave rests with the District Human Resources Administrator. Leave granted under this provision is not cumulative from year to year.

E. Industrial Accident or Illness Leave

- 1) Unit members who are absent from duty because of injury or illness resulting from industrial accidents or illnesses qualifying under provisions of the California State Workers' Compensation Commission shall be allowed for each such accident or illness, leave with full salary from the first day of absence to and including the last day of absence subject to the following provisions:
 - a) Allowable leave for such injury or illness shall not exceed sixty (60) working days in any one (1) fiscal year for the same injury or illness. This leave is not cumulative from year to year.
 - b) If the industrial accident absence overlaps into a new school year the member shall have available only that amount of leave which was not used in the prior year for the same accident or illness.

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- c) During such leave any temporary disability indemnity received from the worker's compensation insurance carrier will be deducted from the member's pay warrant and the indemnity warrant endorsed over to the member. Normal authorized deductions, including retirement contributions, will be deducted from the warrant.
 - d) Approved workers' compensation absences will be tracked hour. Any fraction of an hour taken will be rounded up to quarter hour.
- 2) Any unit member who has exhausted the leave provided for in Article 16, Section 16.2.A.1)a) above, and are not medically able to return to employment, shall be entitled to use any available sick leave, compensatory time, vacation time, or other available leave provided by law or by action of the Board.
- 3) The Board reserves the right to grant to any member additional paid or unpaid leave of absence for industrial accident or illness, subject to the following provisions:
 - a) It must be apparent that the member will not be medically able to return to work at the time all available leave has been exhausted.
 - b) The unit member, before the exhaustion of compensatory time and all other leave available, shall request in writing additional paid or unpaid leave, stating the reasons why he/she believes such additional leave should be granted.
 - c) The Board in considering such requests shall give due consideration to such matters as the member's length of service and past performance in the District.
 - d) If the Board, at its discretion, grants additional paid or unpaid leave, such leave shall be effective on the first day following the last day of leave available.
- 4) Periods of absence as provided for under Article 16.2 E above shall not be considered a break in service and during such periods the unit member shall have the absolute right to his/her former position within the same classification when able to do so, although the position may not necessarily be at the same site.
- 5) During absences due to industrial accident or illness the unit member must remain in California unless the Board gives him/her permission to leave the state.
- 6) When all paid or unpaid leaves of absence provided for under industrial accident and illness leave have been exhausted, the unit member will be placed on a reemployment list for a period of thirty-nine (39) months. During this time when able to return to work the member has the right to fill the first vacancy in his/her previous classification over all other available candidates with the following exceptions:
 - a) If there is a reemployment list as a result of layoffs for lack of funds he/she is then listed according to seniority.

- b) If the member is ordered to report to duty and refuses or fails to do so he/she will be dismissed from District service.

F. Bereavement Leave

- 1) Bereavement leave not to exceed four (4) days, or five (5) days if out of state, or if 350 or more miles of one way travel is required, shall be granted because of the death of any member of a unit member's immediate family, e.g., spouse; children; parents; siblings; grandparents; grandchildren; mother and father-in-law; daughter and son-in-law; brother and sister-in-law; or any relative or dependent residing in the unit member's immediate household.
- 2) A member may extend his/her Bereavement Leave by using Personal Leave or Personal Option Leave.
- 3) For the death of any other than immediate family granting of bereavement leave will be at the discretion of the Department Head, but at no point may it exceed four (4) days, or five (5) days if out of state, or if 350 or more miles of one way travel is required.

G. Pregnancy Leave

A unit member may claim personal leave pay and/or extended disability pay for absence due to disabilities caused or contributed to by pregnancy, miscarriage, child birth, or recovery there from.

H. Child Rearing Leave

A unit member anticipating the birth, adoption or placement of a child is entitled to take leave without pay, which may commence as early as the beginning of the school year in which the birth or adoption is reasonably expected, and which may terminate as late as the end of the school year in which the birth or adoption occurs. Upon the member's written request, extension of child rearing leave may be granted by the board not to exceed a total of two consecutive years.

I. Military Leave

- 1) Any unit member who takes steps to enter the armed service on a voluntary basis or by request for orders is deemed not to have been ordered into military service.
- 2) A member absent from duty for ordered military duty shall receive one (1) month's salary.

J. Jury Duty - Court Witness

Unit members called to serve on a jury shall be entitled to paid leave without loss of benefits. Once a member reports for jury service, they are excused from work that day. Members who are selected as jurors, serve as witnesses in performance of their job, or subpoenaed to appear by the courts for other than personal matters, shall request the daily fee from the court and remit payment to the District excluding statutory mileage fee. Proof of jury service is required by the District.

K. Family Medical Leave

- 1) Under the dual provisions of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), bargaining unit employees who have been employed with the District for a total of 12 months are entitled to a maximum of twelve (12) work weeks of leave for a qualifying reason in any twelve (12) month period. The twelve-month period shall be defined as a fiscal year (July 1 – June 30).
- 2) Eligible unit members are those who have been employed with the District for a total of twelve (12) months and receive, or otherwise qualify for medical, dental, and vision benefits. They shall be afforded all benefits under the California Family Rights Act of 1991 (Government Code Section 12945.2) and the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601, *et seq.*).
- 3) Family Care and Medical Leave means leave taken for: (1) the birth of a bargaining unit employee's child, and care for the child during the first twelve (12) months after the birth of the child; (2) the adoption or placement of a foster child during the first twelve (12) months after adoption or placement of the child; (3) the care of a seriously ill spouse, parent, or child under age 18, or 18 or older and incapable of self-care because of mental or physical disability; or (4) a serious health condition of the employee rendering him/her unable to perform job duties.
- 4) The eligible bargaining unit member may be entitled to use Family Medical Leave in addition to any applicable paid personal leave, personal option leave, emergency leave, industrial accident and illness leave, or extended illness leave. The use of such paid leave shall be subject to the requirements for use of that leave as set forth in this agreement or law.

L. Unpaid Leaves of Absence

- 1) Leave of Absence without pay may be granted to unit members at the discretion of the Board under the following conditions:
 - a) Retraining Purposes. The member must have rendered service to the District for at least three (3) consecutive years.
 - b) Study Purposes. The member must have rendered service to the District for at least three (3) years preceding the granting of the leave.
- 2) Leave of absence without pay for up to ten (10) workdays during a fiscal year may be taken with prior written approval of the unit member's supervisor. Such leaves may be for personal reasons acceptable by the District.
- 3) Any employee who is absent without prior written authorization may be subject to progressive disciplinary action.
- 4) A leave of absence shall not be granted for more than one (1) year. Any member who has been granted leave of absence for

one (1) year for illness, accident, or for rest and recuperation, or has been absent from duty for a period of one (1) year for the above named reasons, may have his/her leave extended for an additional year with the above named reasons, with Board approval.

16.3 PERSONAL LEAVE BONUS

Any full time unit member who uses two (2) or fewer days of Personal Leave or Personal Option Leave shall receive a bonus payment of \$200.00, which is currently the same amount as the Certificated Bargaining Unit. Part time unit members, who qualify, shall receive a prorated amount equal to the relationship between their daily hours and full time (8 hours) e.g.:

8 hours	100%
6 hours	75%
5 hours	62.5%
4 hours	50%
3 hours	37.5%

For purposes of this Article, the year shall begin on July 1 and end on June 30.

16.4 PERSONAL LEAVE BANK

No further assessments as of July 1st, 2013 of union membership except members who were in a deficit in the March, 2013 assessment.

Once the remaining balance is exhausted through withdrawals, the sick leave bank will no longer exist.

The Personal Leave Bank may be used by unit members (who currently belong to the personal leave bank) with a serious illness/injury of self, spouse or legal dependent residing in the household. Medical verification will be required.

- A. A Personal Leave Bank committee will be established to review and either approve or deny all requests. The committee will consist of (1) administrator and two (2) unit members.
- B. Individual member withdrawals from the Personal Leave Bank will be limited to ten (10) days per contract year (July – June 30). These ten (10) days do not have to be consecutive. Members of the Personal Leave Bank may withdraw from the bank after all personal leave has been exhausted. A member who withdraws from the bank will be paid at his/her regular daily rate of pay. Personal leave from the bank may not be granted for periods of disability when monies are being paid to the unit member under Worker's Compensation.
- B. If the unit member has integrated personal leave with State Disability Insurance (SDI), the ten (10) days will be added to the employee's personal leave to continue being integrated with SDI. If an additional five (5) days is taken they, too, will be added to the employee's personal leave to continue integration with SDI.
- C. It will be the responsibility of the unit member or the unit member's designee to complete the necessary forms and provide medical documentation. Requests for withdrawal may be made retroactively for up to three (3) months from the date of the illness or injury. All forms can be obtained from the Human Resources Office.
- D. All unused days contributed to the bank will be carried over from year.

16.5 LEAVE CONTRIBUTION PROGRAM

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the member's family. Family is defined as spouse, children, parents, siblings, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or any relative or dependent residing in the unit member's immediate household. The Program allows other employees to donate time to the affected employee so that he/she can remain in paid status to mitigate the financial impact of the catastrophic illness, injury, condition or circumstance.

- A. Eligibility. To be eligible to receive this benefit, the receiving employee must:
1. Be a regular full time or regular part time employee who has passed his/her initial probationary period with the Vacaville Unified School District.
 2. Have exhausted all accumulated leave including vacation, sick leave and compensatory time off.
 3. Not be off by means of a Worker's Compensation claim.
 4. The employee who is, or whose family member is suffering from a catastrophic illness or injury must provide medical verification of illness or injury to the district.
- B. Benefits
1. Accrued personal leave hours donated by other employees will be credited to the receiving employee's personal leave time balance on an hour for hour balance basis and shall be paid at the regular rate of pay including premium pay rates of the receiving employee. Eligible employees shall receive no more than 10 days accrual at a time. Additional requests shall be granted, based on a physician's recommendation as required in 16.5 A4, in ten day increments, not to exceed 60 days of leave per school year (July 1st – June 30th).
 2. For as long as the receiving employee remains in paid status, seniority, and all other benefits will continue.
 3. Time donated shall be used in chronological order of donation. HR shall keep a record of all employees who have expressed interest in donating time.
 4. Donated leave shall not be applied retroactively, but may only be drawn upon after a donation has been credited to the recipient's personal leave.
 5. Total leave credits may be extended on a case by case basis with the approval of the Assistant Superintendent of Human Resources or designee.

6. Hours will be deducted from the receiving employees balance in the same manner as if the employee was using their own personal leave, with respect to SDI integration language.
- C. Guideline for Donating Leave Credits to the Program
1. The total amount of time donated to one employee by another shall not exceed forty (40) hours.
 2. Leave donations must be a minimum of 8 hours and in 1 hour increments thereafter (ED code 44043.5 C)
 3. A donating employee cannot donate leave hours which would reduce his/her leave balance to less than 10 full work shifts.
 4. Under all circumstances, personal leave donations made by the employee are forfeited once made.
 5. In the event that the receiving employee does not use all transferred hours, any donated balance will returned to the donating employee(s) according to the date on the donation request form.

ARTICLE 17 - GRIEVANCE PROCEDURES

17.1 DEFINITIONS

- A. A "grievance" is a claim by one (1) or more unit member(s) that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- B. A "grievant" is any member of the units covered by this agreement who files a grievance provided, however, that the Union shall have the right to grieve: Article I, Section 1.1; Article II, Sections 2.1, 2.3.D; Article III, Sections 3.1, 3.2, 3.3; Article XV with respect to "Union Grievances" as per Article II above; and Article XXI, Term of Contract.
- C. A "day" is a day that is a normally assigned workday for the grievant.

17.2 REPRESENTATION

- A. Unit members may have the Union represent them at all levels of the grievance procedure.
- B. Unit members may grieve issues less Union representation, but said grievance shall not be arbitrary and the Union shall not have standing in said grievance. The Union shall be notified of the intended solution to any and all grievances filed prior to final Board action.

17.3 INFORMAL LEVEL

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the lowest level of supervisory, management, or administrative personnel having the authority to act on the matter.

17.4 LEVEL I

Within ten (10) workdays after the occurrence of the act or omission or within ten (10) workdays after the grievant becomes aware of the act or omission but not later than six (6) months after the act or omission, the grievant shall, in writing, present the grievance on a grievance form to the lowest level of supervisory, management, or administrative personnel having the authority to act on the matter.

- A. The grievance form shall contain a concise statement of the grievance, circumstances involved and the remedy sought.
- B. The supervisor shall communicate his/her decision to the grievant in writing within ten (10) workdays. If the supervisor does not respond within the time limits the grievant may submit the grievance to the next level.
- C. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision to the second step within ten (10) workdays.

17.5 LEVEL II

The Superintendent or his designee shall be the second level of the grievance procedure. The Superintendent or his designee shall have ten (10) workdays from the date of receipt of a duly processed grievance to respond. The decision of the Superintendent or his designee shall be given to the grievant in writing within ten (10) workdays.

17.6 LEVEL III

If the grievant is not satisfied with the disposition of his/her grievance at Level II, the grievant, with the written concurrence of the Union, may within ten (10) workdays:

- A. Submit the grievance in writing to the Board for a hearing and final determination. Within fifteen (15) workdays after receipt of a request for a hearing the Board shall meet with the grievant and his/her Union representative to hear the matter. The Board shall render a final decision in writing within ten (10) workdays of the hearing or;
- B. Submit the grievance to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Union agreeing to take the grievance to arbitration. If no agreement can be reached on a mutually acceptable arbitrator within ten (10) workdays after the written request is made, the District and the Union shall jointly request that the State Conciliation Service supply a listing of names pursuant to its Rules. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this step. Any award of the arbitrator shall be binding on the grievant, the Union and the District. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - 1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this agreement, but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this agreement, as alleged by the grievant.

- 2) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- 3) The arbitrator shall have no power to change any practice, policy, or rule of the District or to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule.
- 4) The arbitrator shall not consider any issue/evidence raised by the grievant unless it was known by the District in an earlier level of this grievance procedure.

17.7 ARBITRATOR FEES AND EXPENSES

All fees and expenses of the arbitrator shall be shared equally by the District and the Union. Both parties, in case of grievance time lines preventing resolution before cessation of school, may mutually agree to expedite by shortening time lines, except at arbitration level. No grievant shall use the grievance procedure in regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law. No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this agreement. For purposes of efficiency the District and the Union or their representatives may mutually agree to consolidate grievances involving similar issues.

ARTICLE 18 – RECLASSIFICATIONS/COMPARABLE WORTH

18.1 RECLASSIFICATION/COMPARABLE WORTH

Reclassification or deletion of positions covered by this contract (Appendix B) shall be subject to meet and confer between the Union and the District prior to presentation to the Board. The Comparable Worth Committee will review reclassification requests.

The purpose of the Comparable Worth Committee is to 1) review requests by individual unit members for reclassification and 2) review new job descriptions for the purpose of placement on the salary schedule.

Reclassification means the upgrading of a position to a higher classification as a result the increase of the duties being performed by the incumbent in such position (Education Code 45101).

The Comparable Worth Committee will meet before the end of March to process requests for reclassification.

The Committee shall consist of the following voting members: The president of SEIU/VACE, the SEIU local field representative, one (1) member from each classified employee classification or designee, and six (6) members from management.

The reclassification request form may be picked up in the Human Resources Office and the completed form must be returned no later than March 1st. Requests after March 1st will be considered the following year.

This request must include itemization of duties performed by the unit member. All requests must substantiate that the position's responsibilities significantly exceed the requirements of the current job description. Areas requiring

additional skills, greater responsibility and decision making requirements, or more hazardous, physical and/or environmental conditions shall be considered.

The supervisor will review the employee's request and return the request to the employee with a statement regarding the employee's request. If the supervisor does not support the request, written rationale must be supplied to the committee with a copy to the employee.

The employee may submit a rebuttal in writing to the committee. Any unit member may request a meeting with the committee before consideration for reclassification is made by the committee.

The committee will convene prior to March 31st.

Any reclassification granted by the Comparable Worth Committee will commence with the April pay period.

The Human Resources Department will notify the employee in writing of the committee's decision on the reclassification request. If the reclassification request is denied, the reasons for the denial will be included in the notification.

Nothing in this article shall preclude the District's right to initiate a reclassification request during the year.

ARTICLE 19 - SAFETY CONDITIONS

- 19.1** The District agrees to keep its work locations adequately equipped and devoid of unsafe and unhealthy conditions.
- 19.2** The District recognizes that the provisions of Title 8, California Administrative Code grant to unit members the right to refuse work assignments when the member has good reason to believe that to carry out the assignment would expose him/her to conditions which might result in death or serious injury.
- 19.3** Neither the District nor the member shall violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA).

ARTICLE 20 - CONTRACT WORK

- 20.1** The District shall not contract out any job function performed by unit members for the express purpose of:
 - A. Deleting positions other than the deletion of positions caused by reorganization or the District's decision to no longer assign a specific function to District employees.
 - B. Reducing the unit member workday, work week or work year.
 - C. Eliminating or reducing overtime.

ARTICLE 21 - COMMITTEES

21.1 STANDING COMMITTEES

Professional Development
Budget Advisory
Comparable Worth

Safety
Hiring Practices
Health and Welfare Benefits

- A. The Union and the District shall make recommendations annually, and as needed to the Superintendent, regarding professional development opportunities for members. The committee shall be comprised of four (4) members appointed by the Union and three (3) members appointed by the District. Such recommendations shall be given fair consideration and written response within sixty (60) days. Unit members may be assigned to one (1) or more in-service sessions per contract year. Committee members shall be entitled to a maximum total of thirty (30) hours per year for the work of the committee. The Union will notify the District of the names of the Union appointed committee members.
- B. The District shall work together with the Union to provide a comprehensive Staff Development program. In order to increase the effectiveness of the program, and utilizing the Professional Development Committee, District and Union will design workshops for classified employees that will be effective in meeting the needs of all departments throughout the District.

21.2 SAFETY COMMITTEE

- A. The District agrees to maintain a committee on safety. This committee shall be composed of six (6) members, three (3) to be appointed by the District and three (3) to be appointed by the Union. All members of this committee shall be employees of the District. This committee shall advise the appropriate Assistant Superintendent on the development and implementation of health and safety instruction programs. The committee shall also identify unsafe and unhealthy working conditions in the District and make recommendations to the appropriate Assistant Superintendent for correction.
- B. Meetings of the safety committee shall be scheduled during duty hours.

21.3 HEALTH AND WELFARE BENEFITS COMMITTEE

The District and classified employee bargaining unit representatives shall appoint a joint medical committee whose tasks shall be to:

- A. Examine the status, benefits and costs of ongoing medical, dental, life insurance and worker's compensation programs;
- B. Explore any needed change or alternative benefits appropriate to the District and/or employee groups, which may include, but not limited to, District-sponsored vision care plans, annuity plans, income protection plans, etc., and;
- C. Make appropriate recommendations to official district and bargaining unit representatives for consideration by means of the appropriate collective bargaining process.

The Committee shall be comprised of eight (8) members: four (4) of who shall be appointed by SEIU and four (4) of whom shall be appointed by the District.

21.4 CFIER SITE BASED TRAINING PROCESS

The District and the Union will continue to implement the CFIER site-based training process through the District.

ARTICLE 22 – DISTRICT RIGHTS

- 22.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law and consistent with the provisions of this Agreement.
- 22.2** The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable state and federal law.
- 22.3** The District may suspend temporarily any provision of this Agreement in case of an emergency, as determined and declared by the District, only for the duration of such emergency and only to the extent such temporary suspension is necessary. For purposes of this provision, an emergency shall include, but not be limited to, any national, state or local declared emergencies, natural disasters such as earthquake, fire or flood, or other unforeseen or catastrophic event disruptive of school operations.
- 22.4** The District will continue to meet and confer and practice collaborative decision making as stated in the District's Strategic Plan.
- 22.5** This article does not authorize the District to violate any provision of this Agreement.

ARTICLE 23 – DISCIPLINE

- 23.1** The District retains the right to take appropriate action to discipline a classified employee. Classified employees shall be disciplined only for cause in accordance with due process and the principles of progressive discipline.
- 23.1.1 The District shall not be required to strictly implement each or every step of progressive discipline in every instance and may skip or repeat progressive discipline steps depending upon the seriousness or willfulness of the misconduct, and/or aggravating or mitigating considerations, as determined by the District.
- 23.1.2 This Article shall not apply to probationary classified employees who have been employed less than twelve (12) months.
- 23.2** The District shall notify the Association of any disciplinary action taken subsequent to an Informal Written Warning. Otherwise, all information and/or proceedings regarding any disciplinary action shall be deemed confidential by the District except as otherwise required by law.
- 23.2.1 The stages of the progressive discipline process are:
- 23.2.1.1 Informal Oral Warning: A classified employee will usually be orally informed or reminded of the consequences of his/her conduct prior to issuing any corrective direction in writing.

- 23.2.1.2 Formal Written Warning: In the event of significant misconduct, a written warning notice may be issued to the classified employee. If a written warning is issued, documentation will be provided to the classified employee within ten (10) days of the supervisor gaining knowledge of the event.
 - 23.2.1.3 Formal Written Reprimand: In the event of serious, willful or persistent misconduct, a written reprimand may be issued to the classified employee. If a written reprimand is issued, documentation will be provided to the classified employee within ten (10) days of the supervisor gaining knowledge of the event and a copy placed in the classified employee's personnel file ten (10) workdays thereafter.
 - 23.2.1.4 A classified employee may attach his/her own statement to any documentation placed in his/her personnel file.
 - 23.2.1.5 Suspension Without Pay: A classified employee may be suspended without pay as a result of willful, serious or persistent misconduct. A suspension without pay shall not exceed five (5) workdays and shall not reduce or deprive the classified employee of seniority rights or fringe benefits.
- 23.2.2 Prior to implementing any suspension without pay pursuant to Article 23.2.1.5 above, the Superintendent or designee shall give notice to the classified employee no less than ten (10) days prior to the imposition of suspension. Such notice shall include:
- 23.2.2.1 A copy of this article.
 - 23.2.2.2 The proposed disciplinary action.
 - 23.2.2.3 A specific statement of the act(s) or infraction(s) upon which the disciplinary action is based.
 - 23.2.2.4 Where applicable, a statement of the rules, regulations or statutes which the classified employee is to have violated.
 - 23.2.2.5 An opportunity for the classified employee to meet with the Superintendent or designee to respond to the notice and explain why he/she should not be suspended without pay.
- The notice shall be in writing and be served on the classified employee in person or by United States registered mail addressed to the classified employee at his/her address as recorded with the District
- 23.2.3 Any classified employee is entitled to be represented by the Association at any state of disciplinary action.

23.3 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to evaluate classified employees in accordance with Article 4, Evaluations.

23.4 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to suspend or dismiss a classified employee in accordance with the California Education Code.

23.5 The District and the Union will continue to meet and confer on any step of this article with the exception of Article 23.2.1.1, Informal Oral Warning.

23.6 The District and the Union may request an extension of any timeline within this article. Such requests may be made by the Assistant Superintendent of Human Resources or designee and the SEIU, Local 1021 President or designee.

ARTICLE 24 - SAVINGS

If any provision of this Agreement or any application thereof held by the highest court with jurisdiction to be contrary to law or is rendered invalid by legislative action or regulation, such provision or application shall be subject to negotiation upon request of either party. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE 25 - CONTRACT DISTRIBUTION

The District shall distribute a copy of the contract to all new unit members at the time of hire and shall upon request furnish evidence to the Union that such distribution has been made.

ARTICLE 26 - TERM OF CONTRACT

This agreement shall remain in full force and effect from July 1, 2013 through June 30, 2014.

