

AGREEMENT

Between the

SERVICE EMPLOYEES

INTERNATIONAL UNION LOCAL 221

And the



GROSSMONT UNION HIGH SCHOOL DISTRICT

Bargaining Unit III

July 1, 2024 - June 30, 2027

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1 **ARTICLE 1 – RECOGNITION**

2 **Section 1.**

3 The Employer recognizes the Union as the sole and exclusive bargaining
4 representative for all employees employed at its various locations in accordance
5 with the certification issued by the Education Employment Relations Board on the third
6 day of December, 1976, in Case No. LA-R-521, pursuant to an EERB-conducted secret
7 ballot election.

8 **Section 2.**

9 Included in the Custodial/Grounds Unit are the following job classes:

10 Head Custodian

11 Senior Custodian

12 Custodian

13 Custodian – Small Facility

14 Custodian/Groundskeeper

15 Groundskeeper

16 Grounds Leadworker

17 Campus Utilityworker

18 **Section 3.**

19 Excluded are all other employees including management, supervisory, and
20 confidential, with the exception of Section 4 of this article.

21 **Section 4.**

22 Newly created classifications involving activities generally included in this bargaining
23 unit shall be assigned to the unit. Disputes between the parties on such unit
24 assignments may be submitted to the Public Employment Relations Board for final
25 determination.

26 **Section 5.**

27 a) "Employer" or "District" throughout this Agreement shall mean the Grossmont Union
28 High School District.

29 b) "Union" throughout this Agreement shall mean SEIU, Local #221.

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1 **ARTICLE 2 - DISTRICT RIGHTS**

2 It is understood and agreed that the District retains all of its powers and authority to
3 direct, manage, and control to the full extent of the law. Included in, but not limited to,
4 those duties and powers are the exclusive right to: determine its organization; direct the
5 work of its employees; determine the times and hours of operation; determine the
6 kinds and levels of services to be provided and the methods and means of providing
7 them; establish its educational opportunities for students; determine staffing patterns;
8 determine the number and kinds of personnel required; maintain the efficiency of
9 the District operations; determine the curriculum; build, move, or modify facilities;
10 establish budget procedures and determine budgetary allocation; determine the
11 methods of raising revenue; and take action on any matter in the event of an
12 emergency. In addition, the District retains the right to hire, classify, transfer,
13 assign, evaluate, promote, terminate, and discipline any and all employees.

14 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by
15 the District, the adoption of policies, rules, regulations, and practices in furtherance
16 thereof, and the use of judgment and discretion in connection therewith, shall be limited
17 only by the specific and express terms of this Agreement, and then only to the extent
18 such specific and express terms are in conformance with the law.

19 The District retains its right to amend, modify, or rescind policies and practices referred
20 to in this Agreement in cases of emergency. An emergency is defined as any act of God.

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1 **ARTICLE 3 - UNION RIGHTS**

2 **Section 1. Union Business**

3 All Union business, discussions, and activities will be conducted by unit members or
4 Union officials outside established work hours and will be conducted in places other than
5 District property, except when:

- 6 a. An authorized Union representative notifies the District twenty-four (24)
7 hours in advance of the need to conference with a unit member. The District
8 may waive the twenty-four (24) hours advance notification requirement due
9 to special circumstances and needs.
- 10 b. The Superintendent or designee can verify that such requested activities
11 and use of facilities will not interfere with the right of employees to refrain
12 from listening to or speaking with a Union representative.

13 The District agrees to recognize Union stewards duly appointed by the Union
14 and authorized to receive complaints and conduct business on behalf of the
15 organization. The Union shall notify the District of the names and assignments of
16 designated union stewards.

17 Union staff members or duly-appointed stewards of the Union shall be granted
18 access to unit members' work sites for the purpose of assisting in the processing of
19 grievances and other Union business, provided prior notification is given to the
20 appropriate school/department official regarding the time and place of the meeting.
21 Such meetings shall not, in the judgment of the school/department official, interfere
22 with school programs and/or the integrity of any unit member's workday.

23 A combined maximum of forty (40) hours District wide shall be granted to the unit
24 each fiscal year as release time for the stewards to assist in the processing of
25 grievances, representation of employees, and other Union business. This forty (40)
26 hour District-wide maximum shall not apply to official meeting and negotiating sessions
27 as described in Section 3, or to release time to attend important organizational
28 activities as described in Section 3; specifically, this forty (40) hour District-wide
29 maximum will not contravene or supersede Union rights afforded under the
30 Educational Employment Relations Act. Requests for release time under this section
31 must be presented to the site supervisor of the steward at least twenty-four (24) hours

1 prior to the intended absence from duty.

2 **Section 2. Posting/Distribution Procedures**

3 The Union may use bulletin boards and school mailboxes as designated at each
4 work site and subject to the following conditions:

- 5 a. Postings for bulletin boards or school mailboxes must contain the date of
6 posting and the identification of the organization.
- 7 b. A copy of all material to be posted or distributed through District mail shall
8 be delivered to the Superintendent or designee(s) at least twenty-four (24)
9 hours prior to the actual placement of the posting on bulletin boards.
- 10 c. No Union official or steward shall post or distribute any information which is
11 derogatory or defamatory of the District or its personnel.

12 **Section 3. Release Time**

13 During the life of the Agreement, the unit shall receive a reasonable amount of
14 release time to enable up to six (6) Union representatives to participate in official
15 meeting and negotiating sessions. The Union may appoint alternate representatives
16 who may participate in meeting and negotiating sessions during the absence of regular
17 appointees.

18 Generally, unit members will be expected to report to assigned duties on the days
19 that the District and SEIU negotiate. Reasonable and necessary travel time and up
20 to one (1) hour of preparation/debrief time may be included as release time. However,
21 a unit member who serves on the negotiating team shall only be required to work their
22 full shift hours including the time spent during negotiations. Unit members who do not
23 receive a night shift differential shall be entitled to receive flex time at an "hour for
24 hour" rate for any time spent in negotiations that extend beyond their daily shift.

25 The District shall grant paid release time, not to exceed a Districtwide total of
26 five (5) days, for Union-appointed delegates to attend training sessions and/or the
27 annual convention of the Union. The Union shall provide the names of delegates to the
28 Classified Personnel Department at least thirty (30) calendar days prior to the date(s)
29 of intended absence.

30 **Section 4. Printing/Distribution of Agreement**

31 The District shall assume the cost of printing the collective bargaining Agreement.

1 Copies of the Agreement shall be provided to the Union for distribution to Union
2 members. The District shall distribute copies of the Agreement to agency fee payers and
3 all newly hired unit members.

4 **Section 5. Dues**

5 Requests to authorize dues/other deductions shall be directed to the Union rather
6 than the employer. Requests to revoke or change the authorization shall also be
7 directed to the Union rather than the employer. The employer shall rely on the Union's
8 representations in a certified list submitted by a representative of the Union who has
9 authority to bind the Union, regarding whether authorization/revocation/ change in
10 deductions has been requested by the employee.

11 Deductions shall start the pay period after the employer receives notification of the
12 authorization. The employer shall transmit such payments to the Union through
13 electronic funds transfer no later than thirty (30) days after the deduction from the
14 employee's earnings occurs.

15 The Union shall not provide the employer a copy of the employee's authorization
16 unless a dispute arises about the existence or terms of the authorization. The Union
17 shall indemnify the employer for any claim made regarding such deductions.

18 The employer shall include in the New Hire packet that is presented to new
19 employees a copy of the Union's membership/COPE authorization card. The employer
20 will instruct the employees to return the signed card directly to the Union. However, if the
21 employee nevertheless returns the signed card to the employer, the employer shall
22 promptly forward it to the Union for processing.

23 **Section 6. Orientation**

24 SEIU will be notified of the hiring and orientation of new members and be given the
25 opportunity to meet with new members during the Districts orientation process. SEIU will
26 be notified of the new bargaining unit members ten (10) days before the meeting except
27 that a shorter notice may be provided in a specific instance where there is an urgent need
28 critical to the employer's operation that was not reasonably foreseeable. SEIU will be
29 given the opportunity to meet new members during a thirty (30) minute sessions,
30 conducted by the Union during the District's orientation process. The Union will distribute
31 to each new employee entering the unit information together with the orientation packet

1 that will be supplied by the Union. District administration shall be absent from the room
2 during any sessions, meetings, or training conducted by the Union, with newly hired
3 employees, and the district shall not schedule any activity in connection with the
4 onboarding session that occurs at the same time as the Union's presentation. Union
5 designee(s), including, but not limited to, Authorized Union representatives(s), officers,
6 stewards, and members, shall conduct the sessions covered under this Agreement. The
7 District will grant release time without loss in compensation for one employee to serve
8 as a union designee for purposes of the meeting with the new employees.

9 **Section 7. Employee Information Listing**

10 The District shall provide the Union with a complete and current listing of all
11 employees in bargaining unit. Such listing shall include employee name, job
12 classification, work location, department, work phone (if in the District's possession),
13 hiring date, the employee's personal email (if in the District's possession), personal
14 cellular telephone number, and home address within 30 days of the date of hire or by
15 the first pay period following hire. The District shall provide the Union with a list of the
16 information for all employees in the bargaining unit at least every 120 days.

17 **Section 8. Neutrality**

18 The Districts representatives shall remain neutral to public school employees or
19 applicants regarding their union membership or participation, consistent with
20 Government Code sections 3550 and 3543.5.

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1 **ARTICLE 4 - GRIEVANCE PROCEDURE**

2 **Section 1. Purpose**

3 The grievance procedure is intended to enhance personal communications between
4 employees and supervisors. Useful and necessary private meetings between District
5 supervisors and the employees they supervise are encouraged. It is the intent of the
6 parties to employ this grievance procedure after other means to satisfactorily solve
7 contractual problems have been unproductive. The employer, the Union, and unit
8 members pledge their continuing efforts to secure prompt disposition of complaints that
9 can be and should be resolved in informal discussion.

10 **Section 2. General Provision**

11 The Union shall have the right to enforce the Agreement through the grievance
12 procedure. The District retains its right to lawfully make policy and procedure pursuant to
13 Article 2, District Rights, provided such policies and procedures do not conflict with this
14 Agreement. Since it is important that grievances be processed as rapidly as possible, the
15 number of days indicated at each level shall be considered as a maximum and every
16 effort should be made to expedite the process. The time specified, however, may be
17 extended by mutual consent. The parties in interest agree to make available to each other
18 all pertinent, nonconfidential information not privileged under law or District policies in
19 their possession or control, or which is relevant to the issues raised by the grievant(s).
20 Copies of all nonconfidential written opinions and decisions shall be made available to the
21 grievant(s).

22 No grievance shall be valid unless it shall have been presented in writing on the
23 approved form at the appropriate level within twenty-one (21) days after the aggrieved
24 reasonably should have known of the act or omission and its aggrieving nature that
25 formed the basis of the grievance, and if not so presented, the grievance will be
26 considered as waived. A decision rendered at any level shall be considered final unless
27 an appeal is registered within a time limit specified; if a decision is not given to the
28 aggrieved within the time limit, an appeal may be taken to the next level. No party in
29 interest shall take reprisals against any member of the unit, party in interest, Union
30 representatives, management persons, or any other participant in a grievance
31 procedure by reason of such participation.

1 Any records pertaining to a grievance shall be kept in a grievance file separate from the
2 aggrieved official District personnel file. No derogatory materials shall be placed in a
3 unit member's file without first allowing the unit member an opportunity to respond in
4 writing and attach comments thereto.

5 **Section 3. Definitions**

6 **GRIEVANCE** - A "grievance" is a formal written allegation by a grievant that the
7 union and/or he/she has been adversely affected by a violation, misinterpretation, or
8 misapplication of the provisions of this Agreement.

9 **AGGRIEVED** – The Union or a member of the unit asserting a grievance is referred
10 to as the aggrieved or grievant. A group of unit members may file a grievance provided
11 that the issue involves similar facts or circumstances and all members of the group sign
12 the grievance statement.

13 **A PARTY IN INTEREST** - A party in interest is the Union or a person or persons
14 making the claim and any person who might be required to take action or against whom
15 action might be taken in order to resolve the claim.

16 **DAY** - A day is any day in which the central administrative office of the Grossmont
17 Union High School District is open for business.

18 **REPRESENTATIVES** - A representative is a member of the unit, administrator,
19 Union representative, or legal counsel who shall represent any party in interest at
20 his/her election.

21 **UNION** - Union means the Union elected as the exclusive representative or designee
22 thereof.

23 **CLAIM** - The assertion of a grievance by one or more members of the unit.

24 **INDIVIDUAL GRIEVANCES** - Any member of the unit may at any time present
25 grievances to the employer and have such grievances adjusted without the intervention
26 of the exclusive representative, as long as the adjustment is reached prior to Level III
27 and the adjustment is not inconsistent with the terms of this Agreement, provided that
28 the employer shall not agree to a final resolution of the grievance until the exclusive
29 representative has received a copy of the grievance and the proposed resolution, and
30 has been given the opportunity to file a response.

31 **TIME LINES** - A grievance must be filed in writing within twenty-one (21)

1 days, including time spent at the informal level, after the occurrence of the act or
2 omission, when the grievant reasonably should have known of the act or omission
3 giving rise to the grievance.

4 **Section 4. Grievance Steps**

5 **INFORMAL LEVEL** - Before filing a formal written grievance, the grievant shall
6 attempt to resolve the problem by an informal conference with the grievant's
7 immediate supervisor. However, this informal discussion will not waive the twenty-one
8 (21) day time line limit set forth above.

9 **FORMAL LEVEL/LEVEL I** - A formal grievance statement shall be prepared
10 to include the circumstances involved, the decision rendered, if any, at the informal
11 conference, and the specific remedy sought.

12 The supervisor or designee shall communicate a decision to the employee
13 grievant in writing not more than ten (10) days after receiving the grievance. If the
14 supervisor does not respond within the time limits, the grievant may appeal to the next
15 level.

16 Within the above time limits, either party may request a personal conference with the
17 other party.

18 **LEVEL II** - In the event the grievant is not satisfied with the decision at Level I,
19 the grievant may appeal the decision on the appropriate form to the principal or
20 division head within five (5) days.

21 This statement should include a copy of the original grievance, the decision
22 rendered, if any, and the reason for the appeal.

23 The principal or division head shall communicate a decision within ten (10) days
24 after receiving the appeal. Either the grievant or the principal or division head may
25 request a personal conference within the above time limits. If the principal or division
26 head does not respond within the time limits, the grievant may appeal to the next level.

27 **LEVEL III** - If not satisfied with the decision at Level II, the Union may within five (5)
28 days submit a request in writing to the superintendent or designee who shall, as soon
29 as possible, hear evidence and render a decision on the issue or issues submitted
30 to him/her through the appeal.

31 **LEVEL IV** - If the Union is not satisfied with the disposition of the grievance at Level

1 III, or the time limits expire without the issuance of the superintendent's or designee's
2 written reply, the Union has twenty-one (21) days in which to appeal to binding
3 arbitration. In such case, the parties shall request a list of arbitrators from the
4 California State Conciliation Service. OSHA claims or discrimination cases, subject to
5 the jurisdiction of agencies such as HEW, FEPP, and EEOC, shall not be subject to
6 this arbitration process.

7 No party in interest shall be permitted to assert any grounds or evidence
8 before the arbitrator which was not previously disclosed to the other party. The
9 arbitrator shall consider only those issues raised by the parties in interest.

10 The arbitrator is empowered to include in any award such financial
11 reimbursements or other remedies as judged to be proper. Each party shall bear the
12 full cost for its representation in the arbitration. The cost of the arbitration shall be
13 divided equally between the employer and the Union. If any party requests a transcript
14 of the proceedings, that party shall bear the full cost for that transcript. If the parties
15 mutually request a transcript, the total cost of the transcripts shall be divided equally
16 between the employer and the Union.

17 An arbitrator shall be selected by the following procedure: A representative of the
18 Union and the employer's representative shall select the arbitrator from the California
19 State Conciliation Service list by eliminating names until one name remains. The one
20 remaining name shall be the arbitrator. The process of striking names shall occur
21 within fifteen (15) days of receipt of the list. All grievances reaching the arbitration level
22 shall be numbered consecutively during this current school year. On even-numbered
23 grievances the Union shall strike the first name from the list of prospective arbitrators.
24 On odd-numbered grievances the District shall strike the first name.

25 Once the arbitrator has been selected, hearings shall commence at the
26 convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance
27 with the voluntary arbitration rules of the American Arbitration Association and the
28 provisions of this procedure. The jurisdiction of the arbitrator shall be confined to a
29 determination of the facts and the interpretation of the provisions of this Agreement. The
30 arbitrator will have no power to add to, subtract from, or modify the terms of this
31 Agreement, or the written policies, rules, regulations, and procedures of the District.

1 Within a reasonable time after conclusion of the hearings, the arbitrator shall
2 render binding decision in writing to the parties in interest.

3 **Section 5. Release Time for Grievance Processing**

4 A reasonable amount of release time shall be granted to the Union for the
5 processing of grievances under this Article.

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1 **ARTICLE 5 - PAY AND ALLOWANCES**

2 **Section 1. Rate of Pay**

3 The regular rate of pay for each unit member shall be in accordance with rates
4 established for each job class as provided in Appendix 2 (Salary Schedule) attached
5 hereto and incorporated as part of this Agreement.

6 Effective July 1, 2024, a 1% ongoing salary schedule increase will be applied to the
7 classified salary schedules. Effective July 1, 2025, a 2% ongoing salary schedule
8 increase will be applied to the classified salary schedules. If any other employee group
9 received more than a 1% salary schedule increase for the 24-25 school or more than a
10 2% salary increase for the 25-26 school year, SEIU shall receive the same percentage
11 increase.

- 12 a. The parties have agreed that the shift differential equal 5 % as of July 1,
13 2022, for any SEIU employee permanently assigned to work at least four
14 (4) days per week in shifts requiring at least three (3) hours of service after
15 six (6) p.m.
- 16 b. Effective July 1, 2022, all salary schedules shall be increased by the
17 percentages equal to the funded COLA per the final California state budget
18 for 2022-23, (see appendix II).

19 **Section 2. Longevity Increments**

20 Upon completion of eight (8) years of regular employment in the District, unit
21 members will be granted two (2) percent salary increase to begin on the unit member's
22 anniversary date. Additional two (2) percent increase will be granted upon completion of
23 twelve (12), sixteen (16), twenty (20), twenty-four (24), and twenty-eight (28) years of
24 District service.

25 **Section 3. Overtime Pay/Compensatory Time Off**

- 26 a. **Overtime** All ordered and authorized overtime of unit members shall be
27 compensated at a rate equal to time and one-half (1.5) the regular or base rate
28 of pay of the unit member. For the purposes of this article, overtime is defined as:
- 29 1. Any work required in excess of eight (8) hours in any one-day or in
30 excess of forty (40) hours in any calendar week.
 - 31 2. The intend of the District is that supervisors shall attempt to equally

1 distribute overtime among unit members within each skill area or
2 department such that preference is not shown to one employee
3 over another while still recognizing the need for supervisors to have
4 the flexibility in making such assignments. Before beginning
5 overtime work, the supervisor and unit member shall establish
6 the amount of overtime approved in writing. Upon completion of
7 overtime work, a timesheet shall be completed by the unit member
8 and signed and submitted by the administrator authorizing the
9 overtime work. No overtime shall be paid to a unit member unless
10 such time has been specifically ordered and authorized by an
11 administrator.

12 Unit members may be authorized overtime because of time spent on special
13 assignments or setups.

14 **b. Compensatory Time Off**

- 15 1. Unit members shall have the option to elect compensatory time off
16 in lieu of cash compensation for overtime work. Such election
17 shall be submitted to the immediate supervisor within five (5)
18 working days following the day the overtime was worked. Unit
19 members may not accrue more than twenty-four (24) hours of
20 compensatory time off.
- 21 2. Compensatory time off shall be granted on the basis of one and
22 one-half (1.5) hours off work for each hour of overtime served and
23 shall be taken within ten (10) months from the date on which it was
24 earned. If the compensatory time has not been taken during this
25 period, the unit member shall be paid for all such time at the
26 appropriate overtime rate. It shall be the responsibility of the unit
27 member and his/her supervisor to maintain records of
28 compensatory time earned.

29 **Section 4. Payroll Error**

30 Should a District caused payroll error result in insufficient payment to a bargaining
31 unit member the District shall reimburse that bargaining unit member fully within five (5)

1 workdays.

2 Should a District caused payroll error result in an overpayment to a bargaining unit
3 member, the District will immediately meet with the bargaining member and his/her
4 representative to facilitate an affordable repayment plan.

5 **Section 5. Lump Sum Payment**

6 The District shall make a lump sum payment of any negotiated retroactive wage
7 increase resulting from the Agreement, or any amendments thereto, within sixty (60)
8 days of the Agreement between the District and SEIU, Local 221.

9 **Section 6. Sunday/Holiday Pay**

10 Any full-time unit member assigned to the normal workweek as described in
11 Article 6, Section 1, who is requested to work a Sunday, shall receive their regular pay
12 as well as time and a half.

13 District Holidays shall be limited to days deemed holidays under Article 9, Sections 3
14 and 4 of this Agreement. Any full-time member assigned to work on a District Holiday as
15 defined herein shall receive their regular pay plus time and a half for work on a District
16 Holiday.

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18 **Section 7. Staffing and Classification Studies**

19 The District shall complete and issue a staffing study no later than June 30, 2026.
20 The District shall meet and confer with the Union over implementation of the results.

21 The District shall initiate a classification study in the 2025-2026 school year and will
22 discuss the scope, methodology, the comparators with the Union prior to putting out the
23 RFP. Upon completion the study, the District will issue the results and shall meet and
24 confer with the Union over implementation of the results. No implementation will reduce
25 compensation for any classification.

26 The Union shall be invited to participate in any and all committees related to staff or
27 classification reviews.

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1 **ARTICLE 6 - HOURS OF EMPLOYMENT**

2 **Section 1. Workweek**

3 The workweek shall consist of five (5) consecutive days of eight (8) hours per day.
4 With the approval of the unit members involved, the District may establish a four (4)
5 consecutive day, ten (10) hour-per-day workweek. The District reserves the right to
6 designate certain positions as being less than eight (8) hours per day and forty (40) hours
7 per week.

8 Service rendered shall be structured and directed by the immediate supervisor. Service
9 rendered shall be those tasks indicated in the unit member's job classification specification
10 and those other responsibilities required by his/her assignment.

11 Unit members shall sign in and out at the beginning and end of each working day
12 according to instructions issued by the Human Resources Department and/or local school
13 or site administrator.

14 The normal workweek shall be Monday through Friday. If the District assigns unit
15 members to work regularly on both Saturday and Sunday, they shall receive a ten (10)
16 percent pay differential for the Sunday hours worked. If unit members are regularly
17 scheduled to work Sunday through Thursday, they shall receive a five (5) percent pay
18 differential for the Sunday hours worked.

19 **Section 2. Lunches and Breaks**

20 Each full-time unit member shall receive a thirty (30) minute duty-free lunch
21 outside his/her regular workday without pay.

22 All eight (8) hour unit members shall receive two (2) fifteen (15) minute breaks
23 each workday. All four (4) hour unit members shall receive one (1) fifteen (15) minute
24 break each workday.

25 **Section 3. Callback**

26 For each unit member who is called back to work during his/her regular workweek
27 after said employee has left work, the District shall guarantee at least three (3) hours of
28 work. If the employee is called back to work on his/her day off, the District shall
29 guarantee at least four (4) hours of work.

30 **Section 4. Extended Work Shift**

31 Any extra work required beyond a unit member's assigned shift shall be paid in

1 fifteen (15) minute increments at the appropriate rate of pay. Any unit member required
2 to work more than thirty (30) minutes beyond the established shift shall be guaranteed a
3 minimum of one (1) hour's pay at the appropriate rate.

4 **Section 5. "Out-of-Class" Assignments**

5 Unit members working out of their job classifications for any period of time of four (4)
6 days or more within any fifteen (15) calendar-day period shall receive the rate of pay
7 for the higher classification. No unit member shall receive less than his/her regular rate.
8 "Out of Class" assignments shall be rotated twice a year (July 1 – December 31, and
9 January 1 – June 30) by classification according to unit members' seniority at their
10 assigned site in the following manner:

- 11 1. Head Custodian
- 12 a. Custodian
- 13 2. Grounds Leadworker
- 14 a. Groundskeeper

15 During each rotation period, the bargaining unit member who is eligible for "Out of
16 Class" assignments shall be offered all such opportunities. If no opportunity arises
17 during the rotation period, the bargaining unit member shall be offered an additional
18 rotation period. Additionally, the bargaining unit member shall complete any "Out of
19 Class" assignment that extends into a subsequent rotation period.

20 In order to be considered for an "Out of Class" assignment in the manner described
21 above, a unit member must meet the following requirements:

- 22 1. The unit member must have passed probation in their current
23 assignment
- 24 2. The unit member's most recent evaluation must reflect an
25 overall "satisfactory" rating.
- 26 3. The unit member must not have been subject to any
27 disciplinary action within the past two years. For the purposes
28 of this section, disciplinary action shall mean any action taken
29 against the unit member involving documentation in their District
30 personnel file.

31 Nothing in this section shall restrict the administration's right to remove a bargaining

1 unit member from their "Out of Class" assignment, nor does this section restrict the
2 discretion of administration to determine when an "Out of Class" assignment is necessary.

3 The District recognizes the importance of providing training to its night Custodians
4 to serve temporarily as Campus Utilityworkers. Accordingly, any night Custodian assigned
5 entirely to one site may request up to eight (8) hours of training in the Campus
6 Utilityworker position.

7 Night Custodians who have completed this training are eligible to serve in "Out
8 of Class" assignments as Campus Utilityworkers. If a night custodian has worked for at
9 least eight (8) hours as a Campus Utilityworker at his/her assigned site, she/he is eligible
10 to serve in an "Out of Class" assignment as a Campus Utilityworker.

11 **Section 6. Changes in Shift**

12 The starting time of a unit member's work shift shall not be altered within his/her
13 assigned workweek, except with the mutual agreement of the unit member and the
14 supervisor, or under critical circumstances as declared by the principal or manager. If
15 permanent changes are required in unit members' assigned starting times, the
16 supervisor shall consult with the unit members involved and provide them with at
17 least fifteen (15) workdays prior written notice before implementing the change.

18 The immediate supervisor shall rotate overtime assignments among unit members
19 who desire to work overtime.

20 **Section 7. Training**

21 The District will provide for training and orientation of custodial unit staff. During the
22 life of the Agreement, the District will provide at least two (2) half-day in-service
23 training opportunities each fiscal year for bargaining unit members.

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1 **ARTICLE 7 - LEAVES OF ABSENCE**

2 **Section 1. General**

3 All unit members covered by this Agreement shall be entitled to all leave
4 benefits conferred by law or granted by the employer or as contained in the provisions of
5 this Agreement. Regularly employed part-time unit members shall be entitled to all
6 leave benefits granted full-time employees, but such leaves and benefits shall be prorated
7 in the same ratio as the regular work hours per day, days per week, weeks per month, or
8 months per year, of such part-time unit members bear to eight (8) hours per day, forty
9 (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar
10 months during the school year.

11 All requests for leaves of absence by unit members covered by this Agreement shall
12 be requested in writing on the form provided by the employer. The unit member shall be
13 advised as soon as practical of the action of the employer on the request for leave.

14 Unit members may request a meeting with human resources during non-work
15 hours to discuss applicable leaves upon request and may have a Union
16 representative present at the meeting. Meetings called by the Human Resources
17 department will be held during working hours.

18 **Section 2. Personal Leaves**

19 Leaves of absence may be granted by the District to unit members for a specific
20 time. Such leaves shall be for personal reasons of the unit member and may be granted
21 with or without pay.

22 **Section 3. Sick Leave**

23 Members of the unit employed by the District five (5) days per week with full pay for
24 a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury. Day,
25 as used in this Article, means the regularly assigned workday, exclusive of overtime.
26 Unit members assigned to less than five (5) days per week and/or less than a full fiscal
27 year are entitled to the proportion of twelve (12) days leave of absence as the number of
28 days or months employed bear to twelve (12) months. Leave, under this section, may be
29 accrued from year to year. During the first six (6) months of employment, the unit member
30 may use up to six (6) days of illness leave.

31 It shall be the responsibility of every unit member to promptly notify the immediate

1 supervisor of his/her need to be absent, including the date of expected return to work. The
2 Human Resources Department may require injury or illness verification be provided
3 by a physician licensed in the United States.

4 **Section 4. Sick Leave Conversion Plan Policy**

5 The purpose of the sick leave conversion plan is to reward unit members with
6 excellent attendance records by offering them the opportunity to convert specified
7 amounts of unused regular sick leave for use as paid vacation leave.

8 **Application and Eligibility**

9 All sick leave and personal necessity leave absences shall be credited against an
10 employee's record for determining eligibility for the conversion plan. To be eligible, a unit
11 member shall meet the standards established below:

	<u>Days of Sick Leave and PN Taken</u>	<u>Number Days Eligible for Conversion to Vacation</u>
12	0	4
13	1	3
14	2	2
15	3	1
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17		

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19 **Conversion Procedure**

20 Unit members shall be informed by August 31 of each year as to the number of sick
21 leave days they are eligible to convert to vacation leave. Upon notice to the District by the
22 eligible unit member, said days shall be converted to vacation and become available for
23 use.

24 **Section 5. Long-Term Leave for Illness or Injury**

25 A unit member who has exhausted all other entitlement to paid sick leave shall be
26 granted additional paid leave at fifty (50) percent of his/her regular salary. Such leave shall
27 not exceed one hundred (100) working days. A permanent member of the unit who has
28 exhausted all available paid leaves, and who is absent due to a nonindustrial accident or
29 illness, may be granted additional unpaid leave by the District, not to exceed six (6)
30 months. The District may renew this unpaid leave for two (2) additional six (6) month
31 periods.

1 **Section 6. Bereavement Leave**

2 Unit members are granted necessary leave of absence with pay at the employee's
3 regular rate not to exceed five (5) days, or seven (7) days if travel in excess of three
4 hundred (300) miles each way is required, on account of the death of any member of
5 the immediate family including the loss of a child by miscarriage, death at birth or for
6 a child who is still born. Immediate family shall mean the spouse, registered domestic
7 partner, mother, father, brother, sister, son, daughter, grandmother, grandfather,
8 grandchild, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, mother-in-law, father-
9 in-law, sister-in-law, brother-in-law, or legal ward or guardian of the employee, or any
10 person living in the immediate household of the employee.

11 **Section 7. Jury or Subpoena Leave**

12 Members of the unit shall be granted leave to appear in court as a witness
13 when subpoenaed, other than as a litigant, to serve on a jury, or to respond to an
14 official order from another governmental jurisdiction for reasons not brought about
15 through the connivance or misconduct of the employee.

16 Unit members shall be entitled to receive their regular pay, less any amount received
17 for jury or witness fees, exclusive of mileage and meal reimbursements. Unit members
18 shall report to work on any day in which their jury service amounts to less than four (4)
19 hours. Their time at work shall be determined by subtracting the jury service time plus
20 reasonable travel time from the regular shift time. Unit members are required to present
21 evidence from the court for each day of jury service.

22 **Section 8. Personal Necessity Leave**

23 A unit member may use a maximum of ten (10) days of accrued sick leave in any
24 fiscal year for purposes of personal necessity. Personal necessity leave shall be taken for
25 circumstances that are serious in nature, cannot be disregarded, and which necessitate
26 the immediate attention of the unit member.

27 Personal necessity leave shall not be used for personal business, extension of a
28 holiday or vacation, or for any other unlawful purpose. Unit members are required
29 to provide prior verification of the reason for personal necessity leave except for the
30 following reasons:

- 31 a. Personal transportation problems limited to two (2) occasions per calendar

1 year.

2 **b.** Death or serious illness of a member of his/her immediate family. Immediate
3 family is defined under Section 6, Bereavement Leave.

4 **c.** Accident or serious injury involving the unit member or his/her property, or the
5 person or property of a member of the immediate family. Immediate family is
6 defined under Section 6, Bereavement Leave.

7 **Section 9. Industrial Accident and Illness Leave**

8 Industrial accident and illness leave shall be granted for illness or injury incurred
9 within the course and scope of a unit member's assigned duties. To be eligible for
10 this leave, unit members must have been employed by the District for at least six (6)
11 months. Those employees not eligible for this leave shall be entitled to the appropriate sick
12 leave pursuant to Section 3.

13 A unit member shall report any illness or job-related injury on the appropriate
14 District form to the immediate supervisor within twenty-four (24) hours of knowledge that
15 the illness is an alleged industrial accident or illness. In order to qualify for industrial
16 accident or illness leave coverage, a unit member claiming such leave may be required
17 to be examined by a physician identified by the District.

18 **Requirements**

- 19 **a.** Allowable leave shall be for not more than sixty (60) working days
20 during which the employee would otherwise have been performing
21 work for the District in any one fiscal year for the same illness or
22 accident.
- 23 **b.** Allowable leave shall not be accumulated from year to year.
- 24 **c.** Industrial accident or illness leave shall commence on the first day of
25 absence.
- 26 **d.** Industrial accident or illness leave shall be reduced by one (1) day for
27 each day of unauthorized absence regardless of a temporary disability
28 indemnity award.
- 29 **e.** When an industrial accident or illness leave overlaps into the next
30 fiscal year, the unit member shall be entitled to only the amount of
31 unused leave due for the same illness or injury.

- 1 f. All unit members receiving benefits as a result of this section shall,
2 during period of injury or illness, remain within the state of California
3 unless the superintendent authorizes travel outside the state.
- 4 g. During any industrial paid leave of absence, the unit member shall
5 endorse to the District the temporary disability indemnity checks
6 received on account of his/her industrial accident or illness. The
7 District, in turn, shall issue the unit member appropriate salary
8 warrants for payment of the employee's salary, and shall deduct
9 normal retirement, other authorized contributions, and the temporary
10 disability indemnity, if any, actually paid to and retained by the unit
11 member for periods covered by such salary warrants.
- 12 h. Upon conclusion of this industrial leave, a unit member may utilize any
13 available sick leave benefits providing that any sick leave utilization
14 when combined with any temporary disability indemnity shall not
15 exceed one hundred (100) percent of the employee's normal
16 compensation.

17 A unit member returning to service after an industrial accident or illness leave
18 must present a release from the authorized physician certifying the employee's
19 ability to return to his/her position classification without restrictions or detriment to
20 the unit member's physical and emotional well being.

21 **Section 10. Quarantines**

22 Absences stemming directly from a quarantine order of the County Health
23 Department shall be applied to industrial accident/illness leave if it can be shown
24 that the illness was contracted from a student or employee during the normal course of
25 assigned duties. The six- (6) month service requirement referred to in Section 9 of this
26 article shall not apply to this section.

27 **Section 11. Military Leave**

28 Leaves for annual training duty: A unit member, who has served in the District for
29 a minimum of one (1) year immediately prior to the leave, upon approval of his/her military
30 orders by the employer, shall receive pay for a period not to exceed thirty (30) calendar
31 days per year.

1 Employees should attempt to schedule the military service at a time which will not
2 conflict with regular school duties.

3 **Short-Term Military Leave:** Short-term military leave will not jeopardize regular pay
4 status. Application must be made to the employer for approval.

5 **Long-Term Military Leave:** A unit member who enlists, is inducted, or is recalled to
6 active duty shall be granted a leave of absence for the period of such enlistment or
7 required service. Such employees who have served in the District for a minimum of one
8 (1) calendar year immediately prior to the day on which the absence begins shall be
9 entitled to receive salary or compensation for the first thirty (30) calendar days of such
10 leave. Upon completion of the service requirement, the unit member shall be reinstated
11 in the position that he held at the time of his enlistment or induction, provided that the
12 employee returns within six (6) months of his/her discharge, and the period of absence
13 shall not be construed to be a break in service.

14 **Section 12. Pregnancy and Child Care Leave**

15 A unit member may use sick leave if she is unable to render service to the District
16 as a direct result of pregnancy, as verified by a physician. Pregnancy leave shall be
17 granted by the District in accordance with the provisions of the Education Code and
18 subject to the following conditions:

- 19 a. A pregnant unit member may continue to work as long as her health will
20 permit, as certified by a physician licensed in the United States, and so long
21 as she can carry out her duties and responsibilities. The unit member must
22 file a statement from her physician, or District-approved medical advisor,
23 not later than the sixth (6th) month of pregnancy, indicating the estimated date
24 of delivery.
- 25 b. The use of sick leave for pregnancy-related disability shall be treated the
26 same as any other disability for which sick leave is granted. In order to use
27 sick leave for pregnancy disability, the unit member must have actually
28 rendered paid service to the District immediately prior to the disability. Paid
29 sick leave for maternity shall end no later than six (6) weeks after the birth
30 of the child, or eight (8) weeks in the case of a Caesarean-section unless a
31 physician certifies before said date that the employee is still disabled.

1 Pregnancy leave shall be paid for the allowed length of time under
2 California and Federal Law. As with other sick leave absences, the
3 District may require a physician's statement confirming the continued
4 disability.

5 **Parental Leave**

- 6 a. For purposes of this section, "parental leave" shall be defined as leave for
7 reason of the birth of the unit member's child, or the placement of a child with the
8 unit member for adoption or foster care. Unit members shall use current and
9 accumulated sick leave for parental leave, for up to 12 workweeks.
- 10 b. When a unit member has exhausted all current and accumulated sick leave and
11 continues to be absent on account of parental (child bonding) leave under the
12 California Family Rights Act (CFRA; Government Code section 12945.2), he
13 or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek
14 period. Such 50% pay shall be paid as set forth in Section 20.4 of this Agreement
15 but shall not count against the leave entitlement set forth in that Section. In order
16 to use 50% pay, the unit member must be eligible for leave under the California
17 Family Rights Act as set forth in Section 20. II of this Agreement, except that he or
18 she is not required to have worked 1,250 hours in the twelve (12) months
19 immediately preceding the leave.
- 20 c. Any leave taken under this section shall count against any entitlement to child
21 bonding leave under the California Family Rights Act and the aggregate amount of
22 leave taken under this section and CFRA shall not exceed twelve (12)
23 workweeks in any twelve (12) month period. Unit members shall not be entitled
24 to more than one (1) twelve (12) week period for parental leave in any twelve (12)
25 month period.
- 26 d. When the need for parental leave is foreseeable, the unit member must give the
27 District at least 30 days' advance written notice of his or her intention to use
28 parental leave and the anticipated dates of the leave. In all other cases, the unit
29 member must give the District as much advance notice of the need for parental
30 leave as practicable under the circumstances.

1 **Childcare Leave**

2 Childcare leave after the birth of the child may be granted, upon request, as an elective
3 leave for a period of one (1) school year. Such leave shall be without compensation or
4 credit toward service and shall not be considered as a personal illness.

5 A unit member returning from pregnancy leave shall provide a physician's statement
6 indicating that the returning employee's health will permit her to discharge the full
7 responsibilities of her position.

8 A pregnant unit member who wishes to take a personal leave without pay to prepare for
9 childbirth may request such leave for a time mutually agreeable to the employee and the
10 District.

11 The District will pay all costs of the health and welfare benefits for the first (1st) three
12 (3) months of such leave. At the expiration of the three (3) month period, the unit member
13 may arrange to continue health and welfare benefits at her own expense. Childcare leave
14 policies may be utilized for adoptions.

15 **California Pregnancy Disability Act**

16 Under California's Pregnancy Disability Act of 2002, unit members who are disabled
17 by pregnancy, childbirth, or related medical conditions, are eligible to take an unpaid
18 pregnancy disability leave (PDL). The PDL is for any period(s) of time of actual disability
19 caused by the unit member's pregnancy, childbirth, or related medical conditions for up
20 to four months (88 work days for a full-time employee) per pregnancy. PDL does not
21 need to be taken in one continuous period of time but can be taken on an as-needed
22 basis. PDL is unpaid leave, but unit members shall be eligible to use leave entitlements
23 as outlined in Article 7 of the Collective Bargaining
24 Agreement.

25 **Section 13. Family and Medical Leave**

26 Under the Family Medical Leave Act of 1993 (FMLA) and California Family Rights Act
27 of 1993 (CRFA), unit members with at least twelve (12) months of service and who have
28 worked at least 1,250 hours in the 12-month period before the date of leave, are
29 eligible for an unpaid family and medical care leave of up to twelve weeks in a twelve
30 (12) month period for the birth, or adoption, or foster care placement of a child or for the
31 employee's serious health condition or that of his/her child, parent, or spouse. Unit

1 member shall be eligible to use leave entitlements as outlined in Article 7 of the Collective
2 Bargaining Agreement concurrently with FMLA or CFRA.

3 **Section 14. Catastrophic Leave**

4 Catastrophic leave is defined as "serious," (life threatening, or expected to incapacitate
5 the employee for an extended period of time) as verified by a physician. In the event
6 of a unit member's catastrophic illness or injury, resulting in the employee using all
7 available paid leaves, including sick and vacation leave in excess of five (5) days, the
8 Catastrophic Leave Committee may authorize other employees to voluntarily donate to
9 that unit member up to 40 (forty) hours of
10 accumulated regular sick leave. Sick and vacation leave donations shall be irrevocable
11 upon receipt by the District of a completed donation of sick or vacation leave form. All
12 unused sick or vacation leave donations shall be recorded in the Payroll Department and
13 made available to unit members who are subsequently approved for catastrophic leave
14 under this section.

15 The Catastrophic Leave Committee shall be comprised of one (1) Superintendent-
16 appointed manager and one (1) SEIU-appointed unit member. In the event the
17 Committee cannot agree on a unit member's eligibility for this leave, the matter
18 shall be submitted to the negotiations process for final resolution.

19 **Section 15. Retraining and Study Leaves**

20 A paid or unpaid leave of absence for up to one calendar year may be granted by
21 the District to any member of the bargaining unit for the purposes of retraining or study.
22 This leave may be taken in separate six (6) month periods. Retraining and student leaves
23 shall not be granted to unit members who have not served at least three (3) consecutive
24 years immediately preceding the granting of the leave.

25 **Section 16. Religious Leave**

26 Unit members may be granted personal leave without pay for the purpose of
27 observing religious holidays, provided a written request is submitted to the supervisor
28 at least ten (10) workdays prior to the proposed absence.

29 **Section 17. Voting Leave**

30 If a unit member's work schedule does not allow sufficient time to vote in a federal,
31 state, or local election, the District may provide release time or an adjustment in the work

1 schedule to enable the unit member to vote.

2 **Section 18. Break in Service**

3 All benefits accruing under provisions of this Agreement shall continue in force
4 during any period of paid leave.

5 Any period of unpaid leave for ninety (90) calendar days or less shall not be considered
6 as a break in service for the purpose of salary/step advancement. An unpaid leave in
7 excess of ninety (90) calendar days shall cause the salary/step advancement date to
8 be adjusted to reflect the absence.

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1 **ARTICLE 8 - VACATION LEAVES**

2 Upon completion of six (6) months of regular and continuous paid service, unit
3 members shall be credited with paid vacation in the amount described below:

- 4 a. One (1) day for each month worked since regular employment began. A unit
5 member beginning regular employment at other than the first day of a month
6 shall receive vacation credit if he/she worked one-half (½) the working days in the
7 month or longer.
- 8 b. Upon completion of two (2) years of regular service, a unit member shall begin
9 earning vacation at the rate of one and one-quarter (1¼) days per month worked.
- 10 c. Upon completion of ten (10) years of regular service, a unit member shall
11 begin earning vacation at the rate of 1.417 days per month worked.
- 12 d. Upon completion of fourteen (14) years of regular service, a unit member
13 shall begin earning vacation at the rate of 1.66 days per month worked.
- 14 e. For the purposes of this article, a day of vacation shall be defined as the unit
15 member's basic hours per day assignment, exclusive of overtime.
- 16 f. With the exception of unit members assigned to four- (4) day, forty- (40) hour
17 workweeks, the District reserves the right to prorate vacation for unit members
18 who are assigned to positions not requiring service every workday of the month.

19 **Section 2. Vacation Scheduling Procedures**

- 20 a. With the approval of the supervisor, principal, or department head, earned or
21 unearned vacation may be taken at any time during the year.
- 22 b. District will approve or disapprove all vacation requests within fifteen (15) days of
23 submission.
- 24 c. If a unit member is prevented from scheduling vacation days, he/she shall be
25 allowed to carry over said days for use in the next fiscal year. Vacation requests
26 shall not be unreasonably denied.
- 27 d. Upon separation from service, unit members who have completed six (6) months
28 of regular employment shall be entitled to a lump sum payment for all earned and
29 unused vacation.

30 **Section 3. Maximum Vacation Accrual**

- 31 a. Notwithstanding vacation carrier over pursuant to Section 2, the maximum

1 accumulation of vacation shall be twice a unit member's annual allowance.
2 No additional vacation leave will be accrued after a unit member reaches the
3 maximum.

- 4 **b.** Under no circumstance shall a bargaining unit member lose earned vacation
5 days. When a unit member reaches the maximum accrual allowed, the District
6 shall notify the member and the supervisor will confer with the bargaining unit
7 member to schedule a vacation period(s) for vacation time accrued above the
8 limit. The vacation period(s) may be changed in accordance with Article 8,
9 Section 2 (with supervisor approval), provided at least the same number of
10 vacation days are scheduled.

11 **Section 4. Substitute Coverage**

12 When bargaining unit members are on vacation and other leaves, the following
13 plan for substitute workers shall be in effect:

- 14 **a.** Each fiscal year every high school will be provided with sixty (60) days of
15 substitute assistance to be used when bargaining unit members are on leave.
16 **b.** Substitute coverage shall be provided every day that a bargaining unit member is
17 on jury duty leave.
18 **c.** In the event of financial hardship, the District reserves the right to modify the
19 program for providing substitute coverage.
20 **d.** In the absence of a substitute for two (2) regular workdays, the District shall offer
21 any bargaining unit member up to two (2) hours of overtime work. Overtime shall
22 be granted to unit members in accordance with the individual site policy. Work
23 must be performed by the bargaining unit member in order to receive overtime
24 pay.

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1 **ARTICLE 9 - HOLIDAYS**

2 **Section 1.**

3 The District shall provide all unit members in paid status with the following paid
4 holidays:

- 5 a. New Year's Day
- 6 b. Martin Luther King Day
- 7 c. Lincoln's Day
- 8 d. Washington's Day
- 9 e. Friday of Spring Recess
- 10 f. Memorial Day
- 11 g. Juneteenth
- 12 h. Independence Day
- 13 i. Labor Day
- 14 j. Admission Day
- 15 k. Veterans Day
- 16 l. Thanksgiving Day
- 17 m. Day following Thanksgiving
- 18 n. Christmas Day
- 19 o. Christmas Day
- 20 p. New Year's Eve Day
- 21 q. Floating Holidays (2)

22 **Section 2.**

23 The specific dates of "floating" holidays shall be established through mutual
24 agreement between the unit member and the site, and must be taken in the year in
25 which they accrue. SEIU unit members shall be provided with two (2) floating holidays
26 per year. Unit members who are initially employed or re-employed with the District
27 between January 1 and June 30 shall receive one (1) of the two (2) floating holidays
28 during their initial year of employment.

29 **Section 3.**

30 When a holiday falls on a Saturday, the preceding workday shall be deemed to be
31 that holiday. When a holiday falls on a Sunday, the following day shall be deemed to

1 be that holiday.

2 **Section 4.**

3 A unit member who works other than a workweek of Monday through Friday, and
4 as a result loses a holiday to which he/she would otherwise be entitled, shall be
5 provided a substitute holiday or compensation in an amount equivalent to one day's
6 service.

7 **Section 5.**

8 If a paid holiday is scheduled during a period when a unit member is on paid leave
9 status, that day shall not be deducted from the unit member's leave accrual.

10 **Section 6.**

11 Should the President, Congress, Governor, legislature, or Board of Education
12 declare a public fast, Thanksgiving, or holiday, it shall be recognized in addition to
13 those provided under Section 1.

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1 **ARTICLE 10 - FRINGE BENEFITS**

2 **Section 1. Benefit Structure**

3 The District shall provide a health and welfare benefit program for all unit members
4 who have a regular job assignment of twenty (20) or more hours per week. The District
5 will provide up to the maximum contributions for each tier for the following coverages:

- 6 a. Medical/vision insurance
- 7 b. Chiropractic
- 8 c. Dental insurance
- 9 d. Long-term Care
- 10 e. Life insurance (\$50,000 term)
- 11 f. Employee Assistance Program
- 12 g. Long-term disability insurance

13 Effective with the 2018 benefits year, health benefit plans will be available through the
14 California Schools Voluntary Employee Benefits Association ("VEBA"). The medical
15 plans available through VEBA are (Kaiser & United HealthCare), dental (Delta Dental),
16 vision (VSP), and EAP (Optum). Effective November, 2019, VEBA will also offer a
17 Harmony plan.

- 18 **1.** The District shall pay 100% of the employee only premiums for Kaiser,
19 UnitedHealth care Network 1, Harmony and Alliance HMO plans.
- 20 **2.** For the United Health Care Network 2 the District shall pay the employee only
21 premium of the United Health Care Network 1 plan, and the employee shall pay
22 the remaining premium difference for the Network 2 plan.
- 23 **3.** For the employees selecting coverage with dependents (encompasses all tiers to
24 include spouse, children, and family), the District will pay 80% of the employee
25 and dependent premiums of the United Health Care Network 1 and Kaiser plans.
- 26 **4.** For the employees selecting coverage with dependents ((encompasses all tiers
27 to include spouse, children, and family) in the United Health Care Network 2 and
28 Alliance HMO plans, the District will pay an amount equal to 80% of the
29 employee and dependent premiums of the United Health Care Network 1 plan,
30 and the employee will pay the remaining premium difference for the Network 2
31 and Alliance plans.

- 1 **5.** Effective November 2019, the Harmony plan shall be the default plan for all
2 members enrolled in UHC Network 1 and Alliance. During open enrollment, unit
3 members currently in UHC Network 1 and Alliance may elect to opt out of the
4 Harmony Plan to return to Network 1 or to join any of the other plans. The District
5 and SEIU will work together to educate SEIU bargaining unit members of the
6 changes to the Health and Welfare plans and the members' right to keep their
7 current plans, if so desired.
- 8 **6.** The Union and the District agree unit members may waive the medical insurance
9 provided the member submits a signed verification to the District indicating
10 he/she has medical coverage from another source. Should the unit member lose
11 his/her alternative medical coverage, it is agreed the unit member shall be
12 allowed to re-enroll in one of the Districts plans.
- 13 **7.** The district agrees to pay each unit member, who waives the District-provided
14 medical insurance, a sum equal to one thousand two hundred dollars
15 (\$1,200.00)per year. This payment will be made in (10) equal monthly
16 installments. Unit members who desire to take a District-approved, unpaid leave
17 of absence shall have the right to continue insurance benefits by electing the
18 COBRA plan (subject to the insurance carrier's approval).

19 **Section 2. Leave and Retirement Benefits**

- 20 **a.** Unit members who desire to take a District-approved, unpaid leave of
21 absence shall have the right to continue insurance benefits by paying to
22 the District on a quarterly calendar basis the amount of the normal District
23 contribution, subject to the insurance carrier's approval.

24 The District will provide medical/vision and dental insurance for all unit
25 members with at least ten (10) years of District service who retire at age fifty-
26 four (54) or older until age sixty-five (65) or until they reach the age that one
27 would qualify for Medicare Part A or B, whichever is later. Those retirees who
28 waive their medical insurance shall receive a sum of one thousand two
29 hundred dollars (\$1,200.00) per benefit year, with the District providing vision
30 and dental coverage. Retirees who have waived their medical/vision
31 insurance with the District and move their residence outside the District's

1 insurance service areas but are still able to retain other insurance outside the
2 District (ex: through spouse's former employer) shall be eligible to receive
3 \$1,270 (the additional \$70 is for waive out of vision benefits.) Proof of current
4 insurance is required. This program assumes that unit members will remain
5 in the "service areas" for these insurances following retirement. Should a
6 retiree move his/her residence outside an insurance "service area," the
7 options available to the retiree are:

- 8 1) Retirees who are enrolled in a District medical/vision plan and move
9 out of the service area may not use their District insurance in their
10 new residence. These retirees will be eligible for reimbursement up
11 to the cost of privately obtained insurance not to exceed the
12 current cost of the District contribution to the retiree's last plan of
13 enrollment in the District. Proof of new insurance with costs is
14 required. "Current cost" is defined as the District contribution for
15 active employees.
- 16 2) Retirees who: (1) waive their medical insurance with the District; (2)
17 move their residence outside the District's insurance service area;
18 and (3) must cancel their non-district insurance plan as a result of
19 the move, are eligible for reimbursement of up to the cost of
20 privately obtained insurance (not to exceed the cost of the District's
21 current contribution to the retiree's last plan of enrollment in the
22 District.) Retirees who have never been enrolled in a District plan
23 shall be eligible for reimbursement up to the cost of the least
24 expensive District plan. Proof of cancellation of a former plan, and
25 proof of new insurance with costs are required.
- 26 3) Retirees who are eligible for reimbursement under paragraphs (1)
27 and (2) of this section and who are rejected outright by three
28 separate private insurance companies shall receive a lump sum
29 equivalent to the District's current contribution equal to the retiree's
30 last plan of enrollment. Proof of rejection from three insurance
31 companies is required.

- 1 4) Retirees and eligible dependents may re-enroll in one of the
2 District's group medical and vision plans if the retiree returns to a
3 District insurance service area and meets the terms of an IRS
4 and/or HIPAA qualified family status change. The cost of
5 dependent care is borne by the District at the same rate as active
6 employees.
- 7 5) Retirees who receive reimbursement under paragraphs (1) and (2)
8 of this section may obtain additional private insurance to cover
9 eligible dependents and receive additional reimbursement of
10 the cost of that insurance up to amount paid to active employees,
11 provided the retiree meets the terms of an IRS and/or HIPAA
12 qualified family status change.
- 13 6) Dental benefits are available nationally and will remain available to
14 retirees residing in the United States.

15 **Section 3. Retirement**

16 Upon retirement, unit members who are at least fifty (50) years of age with ten
17 (10) or more years of District service shall receive twenty-five (25) percent payment of
18 unused regular sick leave, not to exceed one thousand dollars (\$1000). Any remaining
19 days of sick leave, to the extent legally possible, shall be applied to retirement under
20 the Public Employees Retirement System (PERS).

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22 **Section 4. Shoe Reimbursement**

23 Effective upon ratification the District shall reimburse all SEIU-represented employees
24 up to \$150.00 per fiscal year (July 1st – June 30th) for the purchase of shoes. Shoes must
25 be appropriate, as approved in advance by the manager, for the duties performed.

26 The reimbursement will be paid on the regular pay warrant in the month following
27 presentation of the receipt and prior approval from the department manager. Shoe
28 purchases by the employee and reimbursed by the District should be utilized at work.

29 Reimbursement receipts may be submitted up to two (2) times per fiscal year, but the
30 total amount may not exceed \$150.00.

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1 **ARTICLE 11 - WORKLOAD STANDARDS**

2 **Section 1. Classification Review**

3 A classification review is a systematic review of a unit member's actual duties to
4 determine if the currently assigned job classification remains appropriate. Where the
5 duties markedly differ from the assigned job classification, those duties shall be
6 removed and reassigned or the unit member shall be reclassified to a job classification
7 that better reflects the work being performed. Individual unit members or the Union may
8 request a classification review during the months of January through March of each
9 year unless otherwise agreed to by the District and SEIU.

10 **Section 2. Review Process**

11 The District will conduct a workload study during the 2018-2019 school year. The
12 Management Assistant Team ("MAT") study currently scheduled to commence on May
13 13, 2019 and May 15, 2019 shall fulfill this requirement. The District and SEIU shall
14 meet and confer in good faith to explore options for the allocation of resources towards
15 implementing the recommendations of the workload study.

16 Workload Committee: Workload standards and workload equity shall be a standing
17 agenda item in the Labor Management committee. A Workload Committee, consisting
18 of representatives from the District and SEIU will meet throughout the year to address
19 workload under the direction of the Labor Management Committee.

20 **Section 3. Position Reinstatement**

21 The District and the Union acknowledge that state budget constraints since 2007
22 have led to an increased workload burden for unit members. When the state budget
23 allocates increased funding for the District the Parties agree to commence negotiations
24 with the stated goal of reinstating positions that have been eliminated since 2007.

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1 **ARTICLE 12 – REASSIGNMENTS, TRANSFERS, PROMOTIONS, VACANCIES**

2 **Section 1.**

3 Unit members who are reassigned or returned to positions in unit job classes, and in
4 which permanency status was previously attained, shall be placed on that salary
5 step which would have been attained had the unit member remained in the former job
6 class.

7 **Section 2.**

8 Then a permanent unit member is reclassified to a position in a lower job class,
9 he/she shall be placed on that salary step in the new classification which is closest to
10 the former base salary rate. In such cases, annual salary step increases shall continue
11 until the top salary step is achieved. If at the time of reclassification, however, the
12 unit member's base salary rate exceeds the top step of the new classification,
13 he/she shall be retained at his/her current base salary rate until the maximum for the
14 lower job class meets or exceeds such rate.

15 **Section 3.**

16 In determining a long-term reassignment within a specific school or facility,
17 seniority and overall qualifications shall be taken into consideration. The unit member
18 involved shall be consulted prior to implementing a long-term reassignment. Short-term,
19 out-of-class reassignments, insofar as practicable, shall be on a rotational basis with
20 seniority, training, and overall qualifications being considered as factors in the
21 selection of unit members for such assignments.

22 **Section 4.**

23 Prior to a unit member's involuntary transfer to another school or site, he/she
24 shall be consulted and notified in writing at least fifteen (15) calendar days prior to
25 the transfer date. When such transfers are involuntary, and are the result of a staffing
26 reorganization, the least senior unit member at the site involved shall be transferred or
27 reassigned first.

28 **Section 5.**

29 When a unit member is deemed partially disabled on a permanent basis by
30 competent medical authorities, the District shall make an effort to reassign the
31 person to an established position with his/her capabilities.

1 **Section 6.**

2 The work assignment of a temporarily disabled unit member may be altered by the
3 District in accordance with the restrictions imposed by a physician. A unit member shall
4 have the right to accept or reject a change in his/her work assignment if it involves a
5 major (two or more hours) alteration in work hours.

6 **Section 7.**

7 Unit members receiving promotions to classifications on higher salary ranges
8 shall be placed on that salary step of the new salary range, not to exceed the top step,
9 which is at least seven and one-half (7½) percent higher than the current base salary
10 rate.

11 **Section 8.**

12 Regular unit vacancies shall be posted for ten (10) workdays in locations
13 accessible to all unit members, and job announcements shall be distributed to the Head
14 Custodian and Lead Groundskeeper at each site. Seniority in the District shall be
15 one of the factors considered by management when filling a vacancy.

16 **Section 9.**

17 Unit members desiring to transfer into the same job classification at another work
18 site may submit a "Transfer Request Form" to the Human Resources Department for
19 transfer consideration. Transfer requests must be renewed each year on or after July
20 1st. Qualified transfer candidates who apply for a unit vacancy shall be interviewed prior
21 to the posting of the position. If two or more qualified transfer candidates as determined
22 by the District apply for a lateral transfer to a unit vacancy in the same job classification
23 at another worksite, the District shall conduct interviews and select a unit member for
24 the position. Unit members who are in their probationary period or who receive an
25 overall less than satisfactory rating on their most recent performance evaluation shall
26 not be granted a transfer under this provision. If a qualified unit member's most recent
27 performance evaluation was completed more than one (1) year prior to the transfer
28 request, then the unit member shall be eligible for a transfer regardless of the evaluation
29 rating.

30 **Section 10.**

31 Unit members shall be granted release time to participate in interviews for

1 District job vacancies.

2 **Section 11**

3 A permanent employee who accepts a promotion and fails to complete the probationary
4 period for the promotional position, shall be employed in the classification from which
5 the employee was promoted.

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1 In the event a "heat day" is declared by a high school principal, unit members at that
2 school site shall be released from work with pay according to the following procedures:

3 a. Grounds and utility staff shall be released one (1) hour following the release of
4 students.

5 b. Custodial personnel shall report to work at 5 p.m., versus their customary report
6 time, and work the remaining hours of their shift.

7 **Section 9.**

8 A unit member is authorized to carry a personal telephone pager/cellular phone
9 during working hours for the health and security needs of the employee and/or his/her
10 family members. Pagers/cellular phones may not be used for other personal business. If
11 a unit member must return a telephone page/call during working hours, he/she shall first
12 notify the head custodian of such need.

13 **Section 10:**

14 Third Party Requests for Unit Member Personal Information. The District shall
15 promptly notify the Union and the impacted unit member(s) of a third-party request for
16 unit member personal contact information or personnel-record information. This
17 includes, but is not limited to, California Public Records Act requests. The District shall
18 promptly provide the union a copy of the request and any materials submitted with the
19 request in writing. The District agrees to consider information submitted by the Union
20 relative to the third-party request.

21 The District shall not disclose personal unit member information such as home
22 addresses, personal email addresses, home phone or cell phone numbers, birthdates,
23 family member names to any unauthorized third party, except as required by law.

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1 **ARTICLE 14 - EVALUATION PROCEDURES**

2 **Section 1. Purpose**

3 The evaluation process involves the careful, systematic appraisal of an employee's
4 work performance through the use of written performance evaluation reports. These
5 reports provide a basis for employee counseling and assistance and promote
6 greater work efficiency. The evaluations also constitute the front line of action for the
7 refinement of the classification process and related duties analysis.

8 **Section 2. Frequency**

9 The probationary period for all unit members shall be one hundred and eighty
10 (180) calendar days from the date of initial hire or promotion. Performance evaluation
11 reports for all probationary unit members shall be conducted at the end of the
12 second (2nd) and fourth (4th) months of service or as otherwise directed by the Human
13 Resources Department.

14 Permanent unit members shall be evaluated once each year, but no later than June
15 30, of the year. Additionally, special evaluations may be conducted by management
16 staff as deemed necessary.

17 Human Resources shall annually provide a list of SEIU unit members, their
18 respective evaluation dates, and confirmation that they were evaluated by their
19 supervisors, no later than July 30 of each school year.

20 **Section 3. Goal Setting**

21 Upon initial employment, when the standards are subsequently modified, or at the
22 request of the immediate supervisor or the unit member, the immediate supervisor and
23 the unit member shall meet to discuss the standards, goals and objectives, and the
24 monitoring process. Unit members shall be given a copy of the most recent evaluation
25 form at the beginning of each work year. Unit members are encouraged to review the
26 evaluation categories and to dialogue with the assigned evaluator(s) regarding any
27 questions or concerns.

28 During the evaluation period, both the employee and the evaluator will have
29 available the data resulting from the monitoring system and confer, whenever
30 necessary, on the progress being made.

1 **Section 4. Evaluators**

2 At the beginning of each school year, the District, in conjunction with the Union, will
3 delineate evaluator roles by each site. Observations shall be performed wholly by the
4 assigned evaluator responsible for the unit member. When applicable, the assigned
5 evaluator shall solicit input from lead or head workers with direct knowledge of a unit
6 member performance, however, the assigned evaluator shall have the ultimate
7 responsibility of the evaluation and shall be the signatory. In no instance shall a
8 bargaining unit member serve as the assigned evaluator.

9 Any complaint or charge made against a unit member by another employee
10 concerning his/her work performance shall not be used in the evaluation process by the
11 evaluator unless said complaint or charge is independently investigated by the evaluator
12 and, additionally, the unit member is informed within thirty (30) days of the date of the
13 complaint or charge and given the opportunity to respond.

14 A unit member may apply to the Human Resources Department to remove a
15 negative performance evaluation report from the formal personnel file. No report which
16 is less than two (2) years old may be removed from a personnel file. In no case will
17 material or evaluation reports more than two (2) years old be considered in disciplinary
18 action or grievances.

19 **Section 5. Evaluation Form**

20 Evaluation forms for each classification shall be created by the Human Resources
21 Department and shall be distributed to the appropriate supervisors and administrators.
22 The District shall meet and confer with the Union when creating new evaluation forms.
23 The District and SEIU agree to continue to discuss changes to the performance
24 evaluation instrument and the procedures related thereto. The forms issued by the
25 Human Resources Department shall be the sole forms used for evaluation.

26 The evaluation form is a tool for the unit member and the District. The form shall list
27 the goals for the position, areas for review specific to each classification, general areas
28 of review applicable to all classifications, and have a defined area for input by the
29 employee (to include any extra duties performed outside of the job description). The
30 form shall have a defined area for listing additional or different duties being performed
31 by the employee. Alterations to the evaluation process and/or forms are subject to the

1 collective bargaining process.

2 **Section 6. Evaluation Conference**

3 The evaluator shall meet with the unit member to discuss the contents of the
4 evaluation. After an evaluation conference, if an employee is dissatisfied with
5 his/her evaluation, the employee may request another meeting and be
6 represented at such meeting by a Union representative to discuss and possibly
7 modify the results of the evaluation.

8 The unit member shall receive a copy of the evaluation when completed by
9 evaluator. The form shall be signed by the employee and the evaluator. Where the
10 employee disagrees in part, or totally, with an evaluation report, he/she shall have the
11 right to submit a written, signed rebuttal to the report which shall be attached to the
12 evaluation report and included in the unit member's permanent file.

13 Any unresolved disagreement or dispute arising from an unsatisfactory performance
14 evaluation report may be referred to the Director of Human Resources.

15 A final copy with employee comments shall also be forwarded to the Director of Human
16 Resources for review. An employee who has received an overall unsatisfactory job
17 evaluation shall be reevaluated within sixty (60) days for the purpose of monitoring job
18 performance.

19 **Section 7. Review by Human Resources**

20 If the overall Performance Evaluation is rated Not Satisfactory or Needs
21 Improvement, the employee may request a meeting to discuss the rating with Human
22 Resources. The employee may have Union Representation upon request.

23 The Human Resources Department shall review each evaluation to determine
24 whether any additional or different duties are reported in the appropriate section. If
25 duties outside the job description are listed, Human Resources will determine
26 whether or not each of the listed duties should be a part of the job description. If
27 so, Human Resources shall negotiate any job description modifications with SEIU
28 and its bargaining unit officers. Any resulting modified job descriptions shall take
29 effect the next school year unless otherwise agreed to by SEIU and the District. Any
30 decision by Human Resources shall take place no later than thirty (30) days after the
31 submission of the evaluation for review.

1 **ARTICLE 15 - PERSONNEL ACTIONS**

2 **Section 1.**

3 All unit members shall have the right to have a Union steward or Union staff
4 representative present at any meeting with management personnel if the meeting is
5 likely to lead to a disciplinary action.

6 **Section 2.**

7 Derogatory material shall not be placed in a unit member's personnel department file
8 until a copy of the material has been transmitted to the unit member as well as to the
9 union. Unit members shall have the right to prepare a rebuttal to be attached to the
10 material entered into the personnel department file.

11 **Section 3.**

12 Any disciplinary or derogatory materials must be shown to the unit member within
13 ten (10) workdays prior to the material being placed in the personnel file, in order
14 to provide the unit member with a reasonable time to respond.

15 If requested by a unit member, release time of up to two (2) hours, as reasonably
16 defined by the Director of Human Resources, shall be granted for the purpose of
17 visiting the Human Resources Department to prepare written responses to derogatory
18 materials contained within the personnel file. These written responses shall be
19 attached to the derogatory materials and made part of the permanent personnel file.

20 A unit member shall have the right to examine and obtain copies of any material
21 from his/her personnel file with the exception of ratings, reports, or records prior to the
22 employment of the unit member by the District.

23 Derogatory materials in a personnel file may not be used in a disciplinary
24 proceeding if they are more than two (2) years old at the time the notice of proposed
25 disciplinary action was mailed to the unit member. A unit member may at any time
26 request the Director of Human Resources to remove specific derogatory materials
27 from the file.

28 **Section 4.** Violation of any article in the Agreement may be cause for management to
29 seek disciplinary action against a unit member for just cause.

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1 **ARTICLE 16 - LABOR MANAGEMENT COMMITTEE**

2 The Labor Management Committee shall be comprised of up to four (4)
3 management staff, three (3) employee representatives designated by the Union and (1)
4 staff representative from the Union. Release time shall be granted for these meetings.
5 Additional representatives may be requested by the District and/or Union prior to the
6 meeting date.

7 The purpose of this committee is to provide a positive framework for the
8 discussion of matters and issues relevant to the bargaining unit. Meetings of the
9 committee shall be held monthly unless both parties mutually agree to alter the meeting
10 date(s).

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1 bargaining unit members as soon as practicable after the preliminary decision by
2 administration has been made, and prior to layoff notices being sent to affected
3 bargaining unit members.

4 **b.** Employees employed in specifically funded programs terminating on June 30 of
5 the school year shall be given written notice on or before April 29, of their
6 termination effective June 30. Employees employed in specially funded programs
7 terminating on a date other than June 30, shall be given written notice of
8 termination not less than sixty (60) calendar days prior to the effective date of
9 their layoff.

10 **c.** The notice shall contain: 1) The employee's seniority; 2) The employee's
11 displacement rights, if any; 3) The employee's reemployment rights and copies of
12 the California Education Code sections governing layoff and reemployment; and
13 4) The employee's right to discuss the layoff with the Director of Human
14 Resources.

15 **d.** A copy of the notice shall be concurrently sent by mail to the SEIU, Local #221,
16 and the chapter president or designee with a list of the employees affected by the
17 layoff.

18 **Section 4. Displacement (Bumping) Rights**

19 A classified employee is entitled to bump into any classification in which he or
20 she formerly held permanency status, according to seniority. An employee shall not
21 have the right to bump into a higher classification if he or she was subject to or
22 accepted a demotion, and said action was in lieu of disciplinary or other employment
23 action.

24 Where the employee is eligible to bump into more than one classification, the
25 employee shall bump in this order: 1) Into an equal classification; 2) Into the higher
26 classification of those to which he/she is entitled; 3) Into a lower classification in which
27 the employee has had the longest service. Nothing contained within this article shall
28 require an employee to bump, and if a layoff in lieu of bumping is elected, the employee
29 shall maintain his/her full reemployment rights under the Agreement.

30 A permanent or probationary employee who has been removed from his/her
31 classification for lack of work or lack of funds and after exercising his/her bumping

1 rights shall have the right to accept a voluntary demotion to a vacant position in a
2 lower class or placement in an equal class, in lieu of layoff, provided that the
3 employee is qualified to perform the duties thereof in the judgment of the District. Such
4 employee shall maintain his/her reemployment rights as defined in this article.

5 An employee displaced from his/her classification as a result of being bumped shall
6 have the same bumping rights as set forth in Section 4. The least senior employee at a
7 site affected by the layoffs shall be reassigned first unless a volunteer is available. The
8 most senior of those being reassigned shall, by seniority, have the first right of refusal of
9 returning to their former work site.

10 **Section 5. Reemployment Rights**

- 11 a. Laid-off employees are eligible for reemployment in the classification from which
12 laid off for a thirty-nine (39) month period from the effective date of layoff and
13 shall be reemployed in order of seniority as vacancies become available. The
14 names of employees laid off shall be placed on reemployment lists in the reverse
15 order of layoff.
- 16 b. During periods in which employees are laid off, any vacancy in the classifications
17 of groundskeeper, utility worker, and custodian which is to be filled shall be
18 offered first to classified employees, who are qualified in the judgment of the
19 District, and who apply for the classification.
- 20 c. If an employee is reemployed within the thirty-nine (39) month period, the period
21 of layoff shall not be construed as a break in service. A laid-off employee who is
22 reemployed within thirty-nine months after his/her last day of paid service shall
23 have restored to him/her all of the rights and benefits (including previously
24 accumulated sick leave) pertaining to employees in the class to which he/she is
25 reemployed.
- 26 d. Employees who, in lieu of layoff, took voluntary demotions or voluntary
27 reductions in assigned time shall be, at the employee's option, returned to a
28 position in their former classification or to a position with increased assigned time
29 as vacancies become available in reverse order of layoff and for a period of sixty-
30 three (63) months from the effective date of layoff. Such employees shall be
31 ranked in accordance with their seniority on the reemployment list(s).

- 1 e. An employee who is laid off and is subsequently eligible for reemployment shall
2 be notified by the District of opening(s) for which he/she is eligible. Notification of
3 reemployment shall be made by personal contact or certified mail to the
4 employee's last known address. The employee must indicate acceptance of the
5 job offer within ten (10) days after receipt of the notification and arrange the date
6 and time to return to work or the right to said position is deemed waived.
- 7 f. An employee may decline no more than two (2) offers of reemployment before
8 being removed from the reemployment list and placed in resigned status.
- 9 g. The District may simultaneously send out a notice of vacancy to employees on
10 the seniority list. Such notice shall indicate the employee's standing on the
11 seniority list and a statement that the employee may be entitled to reemployment
12 only after the most senior employee on the list has been offered and declined
13 reemployment.
- 14 h. Any acceptance by such employee of an assignment to a classification lower
15 than the classification from which he/she was laid off or to the same classification
16 but with fewer hours shall not affect his/her original thirty-nine (39) month rights
17 to reemployment in his/her former classification and with the same number of
18 hours. An employee given an offer of reemployment does not need to accept
19 reemployment to maintain his/her eligibility on the reemployment list provided the
20 employee notifies the District of his/her refusal of reemployment within ten (10)
21 calendar days from receipt of the reemployment offer. If the employee accepts
22 reemployment, he/she must report for work within fifteen (15) calendar days
23 following receipt of the reemployment offer unless later reporting date is indicated
24 on the reemployment offer or the District approves a later reporting date.
- 25 i. An employee who is laid off and elects retirement from the Public Employees
26 Retirement System (PERS) shall be placed on a reemployment list. The District
27 shall notify PERS that retirement was due to layoff. Should the employee
28 subsequently accept, in writing, reemployment, the District shall maintain the
29 vacancy until PERS has properly processed the request for reinstatement from
30 retirement; however, the vacancy may be staffed temporarily pending processing
31 of the PERS reinstatement request.

- 1 j. Any classified employee's bargaining unit position that has been eliminated due
2 to lack of funds or lack of work shall not subsequently be filled by employees
3 outside the classified service or bargaining unit, or by work experience students,
4 or volunteers.
- 5 k. Any classified employee who is laid off or whose hours are reduced and who is
6 available and desires substitute work assignments shall be granted substitute
7 work assignments over all other substitutes in classes for which he/she may be
8 qualified.
- 9 l. Any bargaining unit employee who is laid off for the wrong reasons shall be
10 reemployed immediately upon discovery of the error and shall be reimbursed for
11 all loss of salary and benefits.

12 **Section 6. Benefits**

- 13 a. For those bargaining unit employees laid off, all earned and unused vacation
14 shall be paid in the final salary warrant due the employee.
- 15 b. Any employee shall receive health and welfare benefits for three (3) months
16 following the layoff.
- 17 c. The District will provide up to forty (40) hours of paid release time to participate in
18 job interviews and other approved job-search activities.
- 19 d. Preference for substitute employment shall be given to laid-off unit members
20 during the 39-month reemployment period. If called for substitute work, these
21 persons shall receive their former rate of pay when the substitute work is in their
22 former classification.
- 23 e. Services of the Career Development Center will be offered free of charge to all
24 laid-off unit members. Paid release time will be granted to complete the Career
25 Development Center job placement-training program.
- 26 f. Employment announcements will be sent to each laid-off worker for a period of
27 twenty-four (24) months following layoff, provided that every six (6) months the
28 worker must notify the Human Resources/Classified Department of the desire for
29 continued mailings.
- 30 g. The District agrees to provide clerical assistance to persons scheduled for layoff
31 for the purpose of resume preparation. Additionally, the Director of Human

1 Resources/Classified, will prepare a letter of reference, if requested by a unit
2 member scheduled for layoff.

3 h. Upon return to regular employment during the 39-month reemployment period, all
4 time during which a unit member was on involuntary layoff status shall be
5 counted to include step increases and service credit.

6 i. A unit member who leaves the employment of the District, in contemplation of
7 layoff, shall have his/her name placed on the appropriate reemployment list. This
8 action shall result in such employees having reemployment rights equivalent to
9 those employees actually laid off.

10 **Section 7. Completion of Meet and Negotiations on Impacts and Effects**

11 This provision shall be the complete settlement of all decisions by the District
12 related to layoffs, reemployment, voluntary reduction in hours in lieu of layoffs, voluntary
13 demotions in lieu of layoff, and the impacts and effects of all these matters. Prior to
14 implementation the District shall meet and confer with SEIU within a reasonable time
15 after a firm decision regarding the impacts and effects of all issues related to layoffs,
16 reemployment, voluntary reduction in hours in lieu of layoffs, and voluntary demotions
17 in lieu of layoff not already mentioned in this article; however, the parties agree that
18 even absent agreement on the resolution of the impacts and effects, the issues shall
19 not be subject to the statutory impasse procedures specified by EERA including
20 mediation and factfinding and the District is entitled to implement the changes after
21 expiration of the sixty (60) calendar day period.

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1 **ARTICLE 18 - REPLACEMENT OR REPAIR OF PROPERTY**

2 The District shall pay to the member the cost of replacing or repairing property
3 of a member, such as eyeglasses, hearing aids, dentures, watches, or articles of
4 clothing necessarily worn or carried by the member, if such property is stolen from
5 the member by robbery or theft while he/she is acting within the course and scope of
6 employment on the school premises or on a school-sponsored activity. If the property is
7 damaged beyond repair or stolen, the actual value of such property may be paid. The
8 value of such property shall be determined as of the time of the damage thereto or the
9 robbery or theft. The District shall pay claims of not less than \$10 or more than \$500.

10 Payments shall be based on the following:

- 11 **a.** A request for reimbursement for damaged or stolen personal property shall be
12 submitted on the proper form and filed with the Business Office within 15 days of
13 the date of loss and shall be signed by the employee's immediate supervisor.
14 The Business Office shall conduct such investigation as may be necessary.
15 The value for repair or replacement of damaged or stolen personal property
16 will be reimbursed only with evidence of a receipt for the repair or replacement
17 value of the property damaged or stolen and must be submitted with the signed
18 claim.
- 19 **b.** Reimbursement for damaged or stolen personal property used in the school or
20 office is provided only when the value of the property was agreed upon both by
21 the person bringing the property and the administrator and when approval for use
22 of the property was given on the appropriate form before it was brought to the
23 school or office.
- 24 **c.** Damage to a unit member's vehicle due to vandalism shall be paid if the site
25 administrator has reasonable cause to believe that the damage occurred on the
26 school site. Reimbursement for damage to an employee's vehicle will be made
27 upon submission of the proper District form signed by both the employee and the
28 site administrator. Vandalism shall include, but not be limited to, slashed tires,
29 stolen batteries, or broken windows. Vandalism shall not include damage to an
30 employee's vehicle caused by another vehicle operator, unless that operator is a
31 **d.** District employee. Reimbursement will be limited to the employee's

1 personal insurance deductible up to five hundred dollars (\$500) per each
2 incident, providing a police report is filed and two estimates for repair are
3 obtained and submitted to the Business Office with the claim form within fifteen
4 (15) workdays of the incident .

5 In the event the member is paid the costs of replacing or repairing such property or
6 the actual value of such property, the school district shall to the extent of such payments
7 be subrogated to any right of the employee to recover compensation for such damaged
8 or stolen property.

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1 **ARTICLE 19 - PROFESSIONAL ADVANCEMENT INCENTIVE/GROWTH PROGRAM**

2 **Section 1. Objectives of Program**

3 The Governing Board recognizes that classified employees are an integral part
4 of the Grossmont Union High School District and that due to rapidly changing and
5 increasingly technical and complex demands on such staff there is a defined need for
6 continuing education. To encourage continuing education, the District agrees to
7 recognize, through salary increments, the professional growth efforts of its classified
8 employees.

9 **Section 2. Course Content**

10 Professional growth may include educational activities which increase knowledge
11 and skills in the employee's regular assignment or enhance his/her qualifications for
12 promotional opportunities, increase awareness and understanding of fields related to
13 the employee's area of assignment, or result in an increased awareness of human and
14 social factors which have application to the employee's assignment.

15 **Section 3. Institutions and Course Credit**

16 Credit toward professional growth increments may be earned through colleges, adult
17 schools, vocational training programs, or through attendance at special seminars or
18 training sessions. To receive professional growth credits, all courses and hours must be
19 taken outside the employee's established District hours of employment, unless the
20 Professional Growth Committee rules that special circumstances are involved. All
21 courses must be approved by the Professional Growth Committee to count towards a
22 professional growth salary increment.

23 **Section 4. Professional Growth Increments - Eligibility**

24 Fifteen (15) hours of class time shall equal one (1) point, and fifteen (15) points (225
25 hours of class time) shall entitle the employee to a twenty-five dollars (\$25) per month
26 worked increment, provided that a grade of "C" or better is received (pass/credit is
27 acceptable for non-graded courses). Employees may earn up to a maximum of four (4)
28 increments totaling one hundred dollars (\$100) per month worked. Points may be
29 earned only for approved courses begun on or after December 1, 1986, and increments
30 will be prorated for part-time employees. After verification of credits by the Human
31 Resources Department, increments will be paid on the following month's warrant.

1 **Section 5. Professional Growth Committee**

2 A SEIU-appointed unit employee and the Director of Human Resources shall
3 comprise the Professional Growth Committee.

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1 **ARTICLE 20 – WORKPLACE ABUSE PREVENTION**

2 SEIU and GUHSD are committed to providing a workplace where all employees,
3 regardless of their classification or employment status, are treated by supervisors and
4 managers in a manner that maintains accepted standards of human dignity and
5 courtesy.

6 **I. Civility**

7 In order to provide a safe, caring and orderly environment, Unit Members expect
8 civility from all who engage in school activities. Mutual respect, professionalism and
9 common courtesy are essential qualities that all need to demonstrate in promoting
10 an educational and work environment free from disruptions, harassment, aggressive
11 actions and bullying.

12 **II. Process**

13 While this article is not subject to the Grievance Procedure set forth in Article 4,
14 the parties agree that SEIU shall have the right to pursue a complaint under the
15 complaint procedures contained in Board Policies and Administration Regulations in
16 its own name on behalf of a unit member or members regarding abusive conduct as
17 defined in AB 2053 and Section 12950.1 of the Governing Code, relating to
18 employment.

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ARTICLE 21 - AMENDMENTS TO AGREEMENT

Any additions or changes in this Agreement shall be by the mutual consent of the parties and will not be effective unless reduced to writing and properly ratified and signed by both parties.

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1 **ARTICLE 22 - REOPENING OF AGREEMENT**

2 **Section 1. Reopening**

3 The collective bargaining Agreement shall be reopened and negotiations
4 commenced in applicable, interim years during the term of multi-year agreements, on
5 the matters of salary and health and welfare benefits. Additionally, both the District
6 and SEIU may each select three (3) other articles for reopening.

7 **Section 2. Completion of Meet and Negotiations**

8 Except for the conditions described under Section 1 of this article, the Union
9 expressly waives and relinquishes the right to meet and negotiate during the term of
10 the Agreement, and agrees that the District shall not be obligated to meet and
11 negotiate with respect to any subject or matter, whether or not referred to or covered in
12 this Agreement.

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1 **ARTICLE 23 – TERM OF AGREEMENT**

2 This Agreement shall remain in full force and effect from July 1, 2024 through
3 June 30 , 2027, and thereafter shall continue in effect year by year unless one of
4 the parties notifies the other in writing of the request to modify, amend, or
5 terminate the Agreement.

6 This Agreement became effective on July 1, 2024.

7 Signed and entered on May 20, 2026.

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9 For SEIU, Local 221:

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11 _____

12 Alisa Miller, Senior Organizer-Representative


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15 Elena Long, President, GUHSD Chapter, SEIU Local 221

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17 For the District:

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20 Dr. Ryan Burke, Assistant Superintendent, Business Services

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23 Jessica Merschtina, Director of Human Resources

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