| Date: | March 30, 2022 |
|---|---|

**DISTRICT COUNTER PROPOSAL 3.30.22**
**Article 3, Article 7, Section 9.21 and Section 10.2.3 were passed on 3.29.22 @ 10:15pm**
~~*SEIU Local 1021 reserves the right to make proposals regarding all other sections of Article 6 that are not specifically discussed in this proposal.*~~

~~**PROPOSAL:**~~

~~**Modify as follows:**~~

~~Language removed~~
~~**Language Added**~~

## ARTICLE 3--UNION RIGHTS

3 **Printing Agreement**

3.1 The District and the Union agree to have this Agreement printed ~~after~~ **within 90 calendar days of** ~~it has been~~ **ratificationed** ~~by both parties~~.

3.1.2 The cost of printing shall be borne equally by the Union and the District **Printing shall take place in house or by a Union shop**. **The cover of the Agreement shall be determined by Chapter leadership.**

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new **non-probationary** employees in the bargaining unit.

~~3.1.4 The District shall provide SCUSD administrators with access to the collective bargaining agreement (CBA) via the District website. Hard copies will be available to the administrators upon request **from the HR supply**.~~

3.2 **Union Stewards**

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

3.3 **Steward Presence**

3.3.1 The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, **or at the discretion of the Chapter President or Vice President,** the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the **Chapter leadership or** chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected. ~~**The District shall make the Chapter leadership aware in writing every occasion a grievance reaches when a Level II meeting is scheduled.**~~

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 **Number of Stewards**

~~3.4.1 No shop steward may be selected to represent a site or department which is not the site or department to which he/she is assigned.~~

3.4.2 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.2.1 Each school in the District **shall have a minimum of 1 and up to 4 stewards at the discretion of Chapter leadership**. (~~1~~)

3.4.2.2 **At ~~E~~each of the following** worksite**s** ~~other than a school mutually agreed to by the Union and the District;~~ at ~~present~~**least**:

| | |
|---|---|
| Central Warehouse | 1 |
| District Office | 5 |
| Each Children's' Center | 1 |
| Each Preschool | 1 |
| Each Adult Education Center | 1 |
| Transportation | ~~2~~**5** |
| Buildings and Grounds | 2 |
| **Nutrition Services** | **5** |
| **Operations** | **4-5** |
| **Print Shop** | **1** |
| **Textbook Services** | **1** |

3.4.2.3 **The parties may mutually agree to stewards at ~~A~~any** additional site or school ~~mutually agreed to by the Union and the District~~ during the life of this Agreement. **The Union shall have a minimum of one steward assigned to all sites where at least one bargaining unit employee works.**

3.4.2.4 **There shall be ~~O~~one** (1) shop steward for each school or department which has a swing and/or graveyard shift. **Swing/graveyard shift stewards shall be in addition to all other stewards listed in this article and work swing or graveyard shifts.**

3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. ~~Alternate stewards shall have no authority if the shop steward is present and available.~~ **Stewards not located at a site may assist the shop steward or members as needed. In addition to the steward assigned to each site, an alternate may be assigned; however, members must first consult the stewards at their site or department.**

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.4.2 Operations-Support Services Unit

One (1) chief steward for Transportation
One (1) chief steward for Operations
One (1) chief steward for Food Services
One (1) chief steward for Maintenance

Three (3) at-large chief stewards days shift

3.4.4.3 Office-Technical Unit

Two (2) chief stewards day shift.

3.4.4.4 Split Location Assignments:

In the event a ~~site Union steward and alternate site~~ Union steward is unavailable ~~due to a vacancy, absence or illness~~, a ~~site~~ Union steward may be designated as having a split location assignment that includes the site ~~at which there is a vacancy, absence or illness~~ **where no union steward is available**. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

3.4.5 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of two hundred and eighty (280) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. The Union agrees to make every good faith effort to keep their release requests at or under the two hundred and eighty (280) hour cap. Requests for use of the release time bank must be submitted in writing to the appropriate Human Resources administrator, ~~Associate Superintendent for Human Resources~~ or designee**,** for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank. **The District ~~shall~~ may approve at least one (1) hour each month of release time for steward training consistent with this section. ~~provided that time exists in the release bank.~~**

The term "representative" as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters

which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

3.5 **Union Staff Access**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.

3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.

3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.

3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.

3.5.1.6 The **District shall provide the** Union ~~will be provided access to employee~~ **with** bulletin board~~s~~ at each school**, department, child center** and administrative site. **Each of these bulletin boards shall be used exclusively by SEIU Local 1021 and be easily accessible to members of the unit.**

3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.

3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.

3.5.1.9 New Employee Orientation Meetings

a. "Newly hired employee" or "new hire" means any classified employee, ~~whether permanent, full time, part time,~~ hired by the District into ~~a~~ **the SEIU** bargaining unit ~~position, and who is still employed as of the date of the new employee orientation~~. It also includes all employees who are or have been previously employed by the District**, regardless of whether previously represented by SEIU or another unit**, and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this

article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.

b. The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first ten (10) calendar days from date of hire without loss in compensation.

c. Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.

d. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.1~~5~~**4**.

e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

f. The new employee orientation session shall be held at the District Office **or virtually**. **If the District's new employee orientation takes place virtually, the Union shall have at least thirty (30) minutes during the orientation to provide its new employee orientation.** ~~**The District shall allow the Union these 30 minutes during the first half of the orientation. The District shall not place the Union's thirty minutes at the end of the new employee orientation.**~~

3.5.1.10 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.11 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.12 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.13 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.14 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forth-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employee(s). Additionally, the District shall provide this information to the Union for all bargaining unit employee(s) at least every ~~120~~ **30** days or when requested.

3.6 **Released Time for Employees**

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties dependent upon staff availability for continuing daily operations. **Released time for negotiating sessions shall include Union caucuses in preparation for joint sessions.** When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay. Requests for leave shall be submitted to Human Resources no less than forty-eight (48) hours prior to the time of the requested release unless this time frame is waived by both parties due to extenuating circumstances.

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office dependent upon staff availability for continuing daily operations. Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.6.3 Union Business Leave

Upon request of the Union, the District shall grant reasonable business leaves of absence without loss of compensation or other benefits to not more than two Union officers or designees at one time for the purpose of serving as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis. The Union shall fully reimburse the District for all costs of salary and benefits paid by the District to the employees during such release time consistent with Government Code 3558.8.

3.7 **Union Requests for Information**

3.7.1 ~~The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit.~~ The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.

3.7.2 The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8 **Non-Discrimination**

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1 For purposes of Section 3.8.4, "harassment" means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

(a) Submission to the conduct is explicitly or implicitly made a term or condition of a member's employment.

(b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liaison committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

1. ~~The Associate Superintendent, Human Resources~~
2. The ~~Administrator~~ Director of Employee Relations
3. Two (2) members designated by the Superintendent or designee
4. Four (4) bargaining unit members
5. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liaison committee meetings.

## ARTICLE 7--FRINGE BENEFITS

### 7 Medical Coverage

7.1 The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of the requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.

7.1.1 ~~From 7/1/02 to 6/30/05 t~~**T**he District will purchase for each employee and ~~his or her~~ **their** eligible **spouse/**dependents (family), at no cost to the employee, coverage under one of the **following programs:** ~~above-referenced medical~~ **Western Health Advantage, Sutter Health Plus, ~~AETNA~~, or Kaiser. The District shall finance these** programs up to **~~at least at~~** the Kaiser Active rate. ~~The District enters CalPERS under the equal method which means that each month $16 is given to employees and retirees who qualify for benefits under CalPERS. That $16 must be spent on health benefits through CalPERS only. CalPERS vests after five (5) years, so employees who retire into PERS and STRS after five (5) years with the District, will now be eligible for the $16 per month lifetime benefit. Spouses of deceased employees will also be eligible for the $16. Additional funds in a Section 125 Plan matching bargaining unit language, minus the $16, will be given to the employee to spend on their benefits including health, dental and vision. It is an "up to" amount and no refunds will be given.~~

7.1.1.1 ~~2002-2003, 2003-2004 and 2004-2005~~ For Active Employees

~~From 7/1/02 to 6/30/05 **tThe** District will contribute to a Section 125 Plan, for each eligible employee, an amount up to **at least at** the Kaiser Active (single, two party, or family) benefit level plus an amount equal to the District's contribution for dental and vision.~~ (outdated language) ~~Of that amount, $16 will be allotted specifically for health premiums. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the employee.~~

7.1.1.2 For Retired Employees

~~All current and prospective eligible retirees (under age 65) shall also become members of CalPERS for the provisions of life time retiree medical benefits.~~ For eligible retirees ~~(under age 65)~~, Tthe District shall ~~contribute $16 to CalPERS for health benefits, and~~ provide to the retiree an amount equal to the Kaiser Active single benefit level. ~~or the Kaiser or HealthNet single Medicare Risk program less $16 in accordance with the contract. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month $16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover cost of eligible benefits less than $16.~~

7.1.1.3 ~~During the 2013-2014 school year, the District initiated a bidding process for the purpose of providing all eligible employees with affordable, appropriate value, health care coverage. The District agrees to hold SEIU members harmless, ensuring that their co-pays and/or other out of pocket expenses related to will not increase, until December 31, 2015. The District and SEIU shall reopen negotiations regarding health insurance coverage in sufficient time to ensure an orderly open enrollment process for the 2016 calendar year.~~

7.1.1.4 Beginning in 2018-2019 school year, six (6) hour (or greater) bargaining unit members will contribute one third of one percent (1/3%) of base salary toward OPEB (retirement benefits).

7.1.2 Open Enrollment /"Switching"

7.1.2.1 There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend ~~his or her~~ **their** carrier and/or dependency status ~~in accordance with CalPERS~~.

7.1.2.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 **Dental Care**

7.2.1 The District agrees to offer all eligible employees and eligible dependents a fully paid dental plan. ~~and the current dental plan~~ ~~**at the same rates as SCTA for eligible employees and eligible dependents**~~.

7.2.2 The District agrees to pay the cost of premiums for dental coverage according to the following schedule:

| | |
|---|---|
| Eligible employees | 100% |
| Eligible dependents | ~~75~~**100**% |

These changes will take in effect during open enrollment and effective January 1, 2023

7.3 **Life Insurance**

7.3.1 The District agrees to maintain the current life insurance program.

7.4 **Vision Care**

7.4.1 The District agrees to offer vision care service ~~**at the same rate as SCTA**~~ ~~Plan B.~~, **with a deductible of** $10 ~~**or less**~~ ~~deductible~~ for eligible employees and eligible dependents~~, effective April 1, 1984.~~

7.4.2 The District agrees to pay the cost of premiums for vision coverage for eligible employees**, spouses, domestic partners,** and dependents at 100% of the composite rate listed by the **current vision care provider.** ~~California Vision Care Service.~~

These changes will take in effect during open enrollment and effective January 1, 2023

7.5 **Employee Assistance Program**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Union at least ~~thirty~~ **ninety** (~~3~~**9**0) days notice before said change or cancellation.

**The Employee Assistance Program shall be made available to all employees.**

7.6 **Flexible Reimbursement Account**

7.6.1 The Board shall establish a flexible reimbursement account under Section 125 of the Internal Revenue Code for each eligible employee requesting such an account. The flexible reimbursement account will be operated and administered to be in compliance with all city, state, and federal laws and regulations.

7.6.2 Each eligible employee shall be allowed to make an annual election to have their monthly compensation reduced by a specified amount for a deposit to their flexible reimbursement account.

7.6.2.1 Dependent Care: Up to ~~$4,980 per year for use~~ **the rate** as allowed under Section 129 of the Internal Revenue Code.

7.6.2.2 Health Care: Up to $4,000 per year allowed for use in covering the un-reimbursed deductibles, co-pays, and coinsurance amounts under a group medical, dental, or vision benefits plan.

Each eligible employee requesting a flexible reimbursement account will have their account charged with a monthly administrative fee.

7.7 **Eligibility for Benefits**

7.7.1 Employees Who Work Four (4) Hours or More

Employees are eligible as defined by ~~CalPERS~~. Currently, bargaining unit employees who work four (4) hours ~~(budgeted position.5)~~ or more per day ~~(20 hours or more a week)~~ and whose employment commitment is for six (6) months or longer for the District will be entitled to full insurance coverage. Hours spent on in-unit work and on out-of-unit work will be counted in determining eligibility for this benefit.

7.7.2 Employees who work more than three (3) but less than four (4) hours

Bargaining unit employees who work at least three (3) hours per day but less than four (4) ~~(less than 20 hours a week)~~ for the District are not eligible for ~~CalPERS~~ **current District benefits** but may purchase benefits through the District ~~as long as it is available~~.

7.7.3 Short-term temporary and short-term substitute employees and students temporarily employed and other employees whose regular assignment is less than fifteen (15) hours per week shall not be eligible for insurance benefits. ~~**shall be eligible to receive medical benefits at 25% of the composite rate listed by the current medical care provider. If the employee chooses to opt out of this offer, the District shall compensate them for 25% of medical care rate provided.**~~

7.8 **Benefits While on Leave**

7.8.1 Employees who are absent because of illness or injury, and who have exhausted sick leave benefits, shall continue to be covered by fully paid insurance coverage through the end of the following month of the school year in which sick leave is exhausted. For example, if sick leave exhausts on March 15, benefits would be covered through April 30.

7.8.2 Except as provided in Section 7.7.1 above, employees who are absent because of illness or injury and who have exhausted all accumulated paid leaves shall be permitted to receive full insurance coverage by remitting to ~~CalPERS~~ **the current negotiated health care provider** the entire premium payments during the period of time such employee is on leave.

7.8.3 Employees on Board-approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the entire premium payment to **the current negotiated health care provider** ~~CalPERS~~.

7.8.4 When an employee with at least five (5) years PERS credit has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise.

7.8.5 The District shall continue to pay health insurance premiums for the surviving dependents of an employee with at least five (5) years PERS credit who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

7.9 **Retirees' Benefits**

The District agrees to pay the medical insurance premiums (up to ~~CalPERS~~ Kaiser single or otherwise required under the contract) for employees who retired on or after the respective bargaining units were certified by

Unit A: Aides-Paraprofessional Unit--May 3, 1978
Unit B: Operations-Support Services--November 18, 1977
Unit C: Office-Technical Unit--November 18, 1977

7.9.1 Employees with more than nine (9) years of consecutive District service as of May 21, 1996, are entitled to the retiree benefits under this section 7.9 provided such employee has reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement.

7.9.2 Employees with less than nine (9) years of consecutive District service as of May 21, 1996, shall be entitled to the retiree benefits of this section 7.9

provided such employee has reached fifty-five (55) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement. Employees covered by this section 7.9.2 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age. The District will pay up to single Kaiser ~~Risk or HealthNet Risk~~ rate~~, whichever is higher~~.

7.9.3 Employees hired on or after May 21, 1996, shall be entitled to 100% of the retiree benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least twenty (20) consecutive years of service with the District immediately prior to retirement.

7.9.4 Employees hired on or after May 21, 1996, shall be entitled to 50% of the benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. The benefit of this section 7.9.4 is contingent upon the retiree paying the remaining balance of the premium when due.

~~**7.9.4.1 The term "consecutive years of service" refers to District employment in any position regardless of status as a benefited employee.**~~

7.9.5 Employees covered by section 7.9.3 and 7.9.4 must elect a Medicare ~~Risk~~ **Advantage** Program when they have reached sixty-five (65) years of age.

7.9.6 Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of employee who resigns and is re-employed within one year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District.

7.9.7 Retirees who elect to take the benefit provided in this Section 7.9, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for **spouse/**dependents (family) of the health and accident plan and/or the dental, and life, plans or the vision care plan**s**.

7.9.8 It will be the retiree's responsibility to make application for enrollment for the benefits described in this Section 7.9. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in this Section 7.9.

7.9.9 Eligible employees who retire with five (5) or more and less than ten (10) years of PERS credited ~~**continuous**~~ service immediately prior to retirement may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: Dental and life insurance are optional, but for both dental and life or neither.)

7.10 **Health and Welfare Benefits Committee**

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

1. examine the status, benefits and cost of ongoing medical, dental, life insurance and worker's compensation programs;

2. explore any needed changes or alternative benefits appropriate to the District and/or employee groups, which may include, but not be limited to, District-sponsored vision care plans, annuity plans, income protection plans, etc.; and

3. make appropriate recommendations to official District and bargaining unit representatives for consideration by means of the appropriate collective bargaining process.

7.10.2 The ~~**joint Health and Welfare Benefits**~~ committee shall be comprised of six (6) members, three (3) of whom shall be appointed by SEIU **leadership** and three (3) of whom shall be appointed by the District. ~~**The District committee members shall not be drawn from the SEIU bargaining unit.**~~ In addition to the three (3) voting members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members are to attend meetings, participate in discussions, and cast ballots for absent voting members of their respective unit. In no case shall more than three (3) votes be cast by any individual unit on any issue before the committee. If desired, SEIU committee members may request separate subcommittee meetings with District committee members to discuss benefits related solely to their respective bargaining units.

7.10.3 Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, Employee Relations, and the committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

7.10.4 The committee and/or subcommittee shall develop an agenda and submit to the District 48 hours in advance. Minutes for each meeting shall be provided to officially designated District and bargaining unit representatives and to all committee members. **The committee shall meet monthly.**

7.11 **Single Coverage Rebate**

7.11.1 The formula for the single coverage rebate shall be ~~**the highest rate provided to represented/unrepresented employees**~~ as follows:

A monthly cash refund amount~~s~~ for single health care coverage shall be calculated to be (1) twenty-five (25%) percent of the lowest single premium rate in effect on ~~July~~ **Jan** 1 of each year for that health plan provider and

(2) for all other providers, fifteen (15%) percent of the average of all single premium rates in effect on ~~July~~ **Jan** 1 of each year."

~~7.11.2. As an illustration, the July 1, 1996 refund amounts calculated under the above formula will be as follows:~~

~~Maxicare $ 39.92~~
~~All Others: $ 24.64~~

7.11.3 ~~The single coverage rebate amount shall be recalculated on January 1 of each year.~~

~~7.12 **Shared Savings**~~

~~During the 1998/1999 negotiations, the SEIU bargaining unit agreed to a contract change in the delivery of health benefits to CalPERS. This change produced an estimated savings equal to approximately a 1% increase in salaries of SEIU bargaining unit members. During the life of this contract (2002-2005) the District shall continue to share any savings resulting from this action to the SEIU bargaining unit.~~

## ARTICLE 9--ASSIGNMENTS

9 **Work Assignments**

9.1 Differential Pay Assignments

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

9.1.1 Job Descriptions

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) paper or electronic copies of ~~his/her~~ their class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to the Human Resources Department. ~~his/her their supervisor.~~

9.1.2 Custodial Assignments

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of

those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2 The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3 The District agrees to provide permanent custodial employees a regular school/site assignment as soon as ~~practicable~~ a permanent vacancy becomes available based on seniority, unless ~~he/she~~ they voluntarily agree~~s~~ to an unassigned position.

9.1.3 Seniority Ranking

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots in the presence of ~~site~~ chapter leadership.

9.2 **Reassignments--On-the-Job Injury**

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified ~~without financial impact~~; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

9.2.1 The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the ~~2020-2021~~ time period of contract reopeners.

9.3 **Seniority Lists**

9.3.1 A seniority list for employees in each job classification shall be established ~~as an online document, with viewing privileges shared with all SEIU stewards and chapter leadership~~, for designating date of hire in the District and including date of hire in present classification.

9.3.2 The seniority lists shall be maintained current by the district. ~~provided to each steward at each worksite or administrative unit upon request~~.

9.3.3 A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

9.4 **Transportation Assignments--Bus Driver Routes and Bidding**

9.4.1 Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.

Bus driver assignments shall include all regular home-to-school routes, Special Education routes, ~~basic school routes, Regional Occupational Program routes~~, three (3) unassigned positions and, when designated by the District, an ~~out-of-town~~ field trip bus. All other in-District and out-of-District field trips, athletics or school related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

9.4.1.1 Bidding will be by seniority. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed full medical release date of no later than five (5) days before the first day of school in September will be entitled to bid.

9.4.1.2 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance.

9.4.1.3 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, drivers who wish to rebid their route shall be permitted to rebid. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

9.4.1.4 Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Winter ~~vacation~~ break.

9.4.1.5 All bus drivers shall complete ~~in advance~~ and maintain a "Drivers Route List" as changes are identified to the run and/or routes. ~~if there are any changes in runs or routes~~.

9.4.1.6 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) ~~annually~~ ~~assigned~~ hours, taking into consideration operational efficiency and seniority.

9.4.1.7 Bus attendants shall be assigned additional hours by seniority. Bus attendants will be hired at a minimum of .75 FTE.

9.4.2 **Non-Public/County Program Schools**

9.4.2.1 The District school calendar does not match the calendar of the non-public and county program schools.

9.4.2.2 When the District schools are in session but the non-public schools and/or county program schools are not, the Bus Drivers and Attendants will be expected to report for work and will be used to cover other runs.

9.4.2.3. When the non-public and/or county program schools are in session but the District schools are not, the District will offer this extra work to the Bus Drivers and Bus Attendants that are normally assigned to these routes. Many of the route service severe emotionally disturbed students. It is in the best interest of the students to have the regular Driver and Attendant where possible. If the regular Driver and Attendant decline this offer of extra work, the Transportation Department will offer the extra work to qualified Bus Drivers on a seniority basis.

9.4.2.4 ~~All current 5 hour bus drivers shall be increased to 6 hours. Upon ratification of this agreement, all newly hired bus drivers will be 6 hours.~~ **All bus drivers shall be maintained at least 6 hours.** The District shall maintain ~~350%~~ 65% ~~75%~~ of drivers at 8 hours.

9.5 **Transportation Field Trips**

9.5.1 In-District Field Trips

9.5.1.1 All Bus Drivers who are proficient are eligible for special driving assignments for in-District field trips.

9.5.2 Out-of-District Field Trips

9.5.2.1 Only qualified Drivers who are proficient and who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

9.6 **Overtime--Bus Drivers**

9.6.1 Equal opportunity will be afforded all Drivers to work overtime. Each sign-up for overtime shall be made on the basis of seniority.

All drivers shall be given the opportunity to sign up for overtime twice each school year, unless the District finds it necessary to create another round of sign ups. The first sign up will be at the orientation meeting conducted prior to the start of the traditional school year. The first sign up will be effective the first day of the traditional school year and will run through December 31.

The second round of sign ups will occur during the month of December. The second sign up will be effective upon the first day of school returning from winter ~~recess~~ break and will run through the last day of the traditional school year. After three (3) refusals in each semester, no further offer of overtime will be made. During each semester, all eligible drivers will be offered available overtime by using the current seniority roster. Once all the offers have been made during the specific sign up period subsequent offers of overtime will continue to be made by use of the seniority list and specialized qualifications (i.e. wheelchair, mountain, transit etc.,). ~~be made to eligible Bus Drivers whose prior accumulation of overtime is lowest~~.

9.6.2 A refusal of overtime mean***s*** any verbal or written statement(s) by the employee that ~~he/she~~ they do~~es~~ not wish to work an overtime assignment, or, by the failure of the employee to respond within the required time period stated on the overtime form***.*** Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

9.7 **Use of School Buses and Route Time**

9.7.1 Paid time following completion of a run shall be based upon time required to drive back to the yard.

9.8 **Transportation Summer Work**

9.8.1 All Bus Drivers and Bus Attendants are eligible to apply for summer assignments in their classifications.

9.8.2 Interested transportation employees may place their names on a summer work roster.

9.8.3 Summer bidding will be by seniority. Seniority for bidding shall include all service performed in the regular District classification or a higher classification that requires a school bus certificate, provided there is no break in service. ~~The District shall retroactively convert all Bus Drivers and Attendants that work summers into 11-month employees for the previous school year~~ **and vacation accruals shall be adjusted to meet requirements pursuant to Article 11**. ~~These Bus Drivers and Attendants shall enjoy all benefits of 11-month employees.~~

9.8.3.1 ~~Priority will go to certificated school bus drivers before offered to Class C van drivers.~~ Priority will go to certificated school bus drivers **who have received school bus certificates** before offer**ing** to Class C van drivers.

9.8.4 Summer Overtime

Summer overtime shall be the overtime during the time period from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those Drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible Bus Drivers whose overtime accumulation is lowest.

9.8.5 Nutrition Summer Work

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

~~a. Food Service Assistant IVs with the most seniority in that classification shall be selected for available positions.~~

Food Service Leads with the most seniority in that classification shall be selected for available positions.

~~b. Food Service Assistant IIIs who are currently Food Service Assistant IV or Food Service Assistant III by using their Food Service Assistant III seniority date in that classification shall be selected for available positions.~~

Food Service Leads, Food Service Assistants, and Food Production Assistants with the most seniority shall be selected for available Food Service Assistant positions.

~~c. Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.~~

9.9 **Meals and Lodging--Transportation Workers**

9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: $10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: $15.00

Dinner: $31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school Bus Drivers:

9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: $10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: $15.00

Dinner: $31.00 (if required to be on duty after 7:00 p.m.).

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.2 School Bus Drivers shall be reimbursed for necessary and actual lodging expenses.

9.10 **Mileage Pay**

9.10.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

9.10.2 Vehicle Use for Hauling District Equipment

Employees who are regularly required by the district management ~~director~~, ~~Maintenance and Operations~~ to haul District equipment in their vehicles shall be compensated at the rate of $125 ~~$150~~ ~~$175~~ per month. Regularly shall be defined as seventy-five percent (75%) ~~hauling equipment of twenty five percent (25%)~~ **~~fifty percent (50%)~~** or more of the working days of any month.

9.10.3 ~~Vehicle Use for Food Services Satellite Managers~~

~~Employees who are regularly required by the director, Food Services Department, to transport cafeteria food in their vehicles shall be compensated as follows: For lunch only--$40 per month; for breakfast and lunch--$50 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.~~ ~~(~~**~~OUTDATED~~**~~)~~

9.11 **Uniforms**

9.11.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.11.2 ~~The District will provide transportation shop personnel~~ **~~and maintenance workers~~** ~~Maintenance and Operations Staff, Food Service Staff, roofers,~~ **~~warehouse workers,~~** ~~and other staff as designated by the District with an annual allowance of $135 up to -$-/:-e-§- $200 up to~~ **~~$235~~** ~~vouchers redeemable Bl Gr(linger Industrial Supply, J4.9.J-J.nduslrictl Blvd, West SacNwie1□to, for the purpose of purchasing the appropriate safety steel toed footwear as determined approved by the District for meeting the minimum standards of safety and performance required by their job description.~~ **~~Additionally, the District will provide operations staff food service workers with an allowance of up to $150~~**~~,~~ **~~for the purpose of purchasing the appropriate safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description.~~** ~~Purchasing accounts will be set up or purchases can be reimbursed by the District. Such Affected staff are required to~~ **~~will~~** ~~wear the appropriate and safe safety steel-toed footwear must be worn at all times~~ **when necessary** while performing their duties.

The District will provide transportation shop personnel **and trade maintenance workers** ~~Maintenance and Operations Staff, Food Service Staff, roofers,~~ **~~warehouse workers,~~** and other staff as designated by the District with an annual allowance of ~~$135 up to -$-/:-e-§-~~ up to $200 ~~$250~~ vouchers redeemable ~~Bl Gr(linger Industrial Supply, J4.9.J-J.nduslrictl Blvd, West SacNwie1□to~~, for the purpose of purchasing the appropriate safety toe protection and oil resistant soled ~~steel toed~~ footwear ~~as determined~~ approved by the District for meeting the minimum standards of safety and performance required by their job description.

**Nutrition Services**

**Additionally, the District will provide slip resistant shoes for staff assigned to the Central Kitchen and District Warehouse. ~~operations staff food service workers~~ with an allowance of up to $150, for the purpose of purchasing the appropriate slip resistant shoes ~~safety footwear~~ approved by the District for meeting the minimum standards of safety and performance required by their job description.** Purchasing accounts will be set up. ~~or purchases can be reimbursed by the District.~~ ~~Such~~ Affected staff ~~are required to~~ **will** wear the appropriate ~~and~~ **slip resistant shoes** ~~safe safety steel toed~~ ~~footwear~~ must be worn at all times ~~**when necessary**~~ while performing their duties.

9.11.3 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather. ~~(This provision is limited by a Tentative Agreement between the parties dated April 4, 1999).~~

9.11.4 The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times. ~~This requirement shall not prohibit concerted activity.~~

9.11.5 The District shall provide shirts, (5 at hiring and 3 each year thereafter), for all warehouse workers.

9.12 **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult **annually** on lists of tools which the employer is required to provide on the job.

9.13 **Physical Exams**

When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

9.14 **Work shift Assignments**

9.14.1 Third Shifts

The District agrees to the following staffing arrangements on the third shift:

9.14.1.1 At no time shall the District schedule less than three (3) custodians working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

9.15 **Work Schedules**

9.15.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

9.15.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given to affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change. ~~EERA shall govern the parties' obligations with regard to changes in work schedules.~~

9.15.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have ~~his/her~~ their regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.15.4 ~~For the 2014-2015 school year, and thereafter, the required days of service shall increase by three (3) service days. This increase in service days shall reflect the restoration of three (3) furlough days, to be included on the 2014-2015, 2015-2016, and 2016-2017 calendar.~~

~~a. For the 2014-2015 school year, ten (10) month employees shall work August 27th and August 28th, prior to the start of the school year.~~

~~b. For the 2014-2015 school year, eleven (11) month employees shall return one (1) day sooner than their normal start date and stay one (1) day later than their normal last day of work.~~

~~c. For the 2014-2015 school year, twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for prior approval time off.~~

9.16 **Rest Periods**

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor. ~~All rest periods shall be duty free. The District shall compensate employees for each missed rest period with one (1) additional hour's pay at the employee's regular rate.~~

9.16.2 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

9.17 **Lunch Period**

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during ~~his/her~~ their lunch period, such employee will be paid for the lunch period at ~~his/her~~ their regular rate of pay. ~~The District shall compensate employees for each missed lunch period with one (1) additional hour's pay at the employee's regular rate.~~

9.18 **Summer Assignments**

9.18.1 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.19 **Work Location(s)**

The school(s) or site(s) at which an employee performs ~~his/her~~ their assigned duties.

9.20 **Commitment to Training**

The District will provide adequate training commensurate with workload and mission requirements. Management will make good faith efforts to assist employees in partaking of training when necessary.

~~**9.21 Employee Telework Option**~~

~~**Appropriately planned and managed, telework is an option that can benefit the District and employees. Teleworking is an important means by which we can help reduce air pollution, traffic and parking congestion, and demand for office space. Teleworking is also an important means to lower absenteeism and employees' stress levels, to increase employees' productivity and improve quality of life.**~~

~~**The District will provide telework for employees that have assigned duties that allow them to do so such as writing, reading, analyzing, telephoning, computer work and data entry. Teleworking staff will contribute to District objectives, while maintaining or improving efficiency, productivity, and customer service.**~~

~~**Telework is defined as working one or more days away from the employee's main office or school site, either at home in a space specifically set aside as an office in an employee's residence or at an alternative location. The telework schedule must be preapproved by the employee's supervisor prior to the start of the schedule. A supervisor must approve an employee's request for telework unless it places an undue hardship on the employer. Supervisors cannot discriminate in the approval of telework requests. Any violation of this section shall be subject to the grievance procedure in Article 18.**~~

~~**Telework employees will: remain accessible during work hours by phone and/or email; check in with the supervisor regularly to discuss status and open issues; be available for teleconferences, scheduled on an as-needed basis; be available to come into the office if a business need arises; request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and request supervisor approval to use vacation in the same manner as when working at Employee's regular work location. Employees need not obtain approval to take emergency, sick, or imminent death leaves or to use comp time.**~~

~~**The District shall provide all necessary equipment for employees to telework. Upon request, the District shall provide all employees teleworking with an annual stipend of $ 1,500.**~~

~~**Source Document:**~~

~~**CA Department of General Services 2010 Telework Program Policy and Procedures: https://www.dgs.ca.gov/Resources/Statewide-Telework**~~

~~**CA State Telework Guide: https://telework.govops.ca.gov/**~~

**Professional Development**

**17.1** The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and within the employee's current occupational area.

17.2 **Eligibility**

**All probationary and permanent employees are eligible to participate. This does not include temporary, short-term or substitute employees, although such personnel may take** coursework to be "stock-piled" in the event they are later elected on a regular basis.

17.3.2 Conferences or Training Programs

Professional growth credit may be earned through hours of service or attendance from any of the following:

Adult education programs.

Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

Special training programs/conventions/workshops.

Private firms.

Private schools (business).

~~Trade~~ **Union programs, trainings, conventions.**

Recognized community resource groups.

Other governmental organizations.

17.3.3 Credit shall be given for these activities, which may be combined, - on the following basis:

| Total Hours of Attendance or Effort | Semester Unit Equivalents |
|---|---|
| 15 | 1/2 |
| 30 | 1 |

| | |
|---|---|
| **45** | **1-1/2** |
| **60** | **2** |
| ~~**75**~~ | ~~**2-1/2**~~ |
| ~~**90**~~ | ~~**3**~~ |
| ~~**105**~~ | ~~**3-1/2**~~ |
| ~~**120**~~ | ~~**4**~~ |

17.3.3.1 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Human Resources Department. ~~Personnel Services Office.~~ ~~**Form needs to be updated and participants should be able to submit printed or emailed transcript straight from Power School Management (current district system) or other District program used.**~~

17.3.4 District Sponsored Training Programs (Fast Track Professional Growth.~~Enhanced Professional Growth~~)

Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District ~~as an Enhanced Professional Growth (EPG) program.~~ as Fast Track Professional Growth.

The District will make a good faith effort to indicate on class schedules or announcements that the class is recognized for ~~EPG Credit or Enhanced~~ Fast Track Professional Growth.

17.4.3 Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed above may be submitted to **immediate Supervisor** ~~Chief Personnel Officer~~ or designee for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 **Restrictions**

17.5.1 ~~No On-Duty Credit~~ **No Credit During Working Hours**

Professional growth credits cannot be given for courses or activities undertaken while an employee **is working their required scheduled work day hours.** ~~required to be on duty.~~

~~17.5.4 **Courses Taken Prior to Adoption**~~

~~No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.~~

17.6 **Salary Allowable**

Effective May 1, 2006, the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

| | |
|---|---|
| ~~0~~ 1/2 - 6.5 | $6.00 |
| units | $7.00 |
| 7 13.5 units | $8.00 |
| 14 20.5 units | $9.00 |
| 21 48.0 units | $10.00 |

| | |
|---|---|
| ~~75~~ | ~~$11~~ |
| ~~90~~ | ~~$12~~ |
| ~~105~~ | ~~$13~~ |
| ~~120~~ | ~~$14~~ |

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro-rata basis.

17.6.1 No salary credit shall be granted until the employee has served ~~three (3) full consecutive years~~ ~~6 months~~ ~~12 months~~ 18 consecutive months in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is re-employed within one (1) year shall be counted as consecutive.

17.6.2 After ~~three (3) years~~ ~~6 monthsyears~~ ~~6 months~~ ~~12 months~~ 18 months served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to eighteen (18) units.

17.6.4 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Human Resource Services. Twice annually, on September 1 and April 1, the Human Resource Services will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience

requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline. **The District ~~does not~~ will make an attempt to ~~shall~~ apply earned credits within 30 days of each processing period~~, employee will receive a month double credit of the amount due~~.** ~~If district does not apply earned credits within 30 days of each processing period, employee will receive a month double credit of the amount due.~~

17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Associate Superintendent, Human Resource Services, or designee may appeal such decisions to the Professional Growth Program Appeal Committee. The employee who denies the request shall not be a member of the Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource Services, or designee, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees from each bargaining unit and job sector. ~~their bargaining unit and job classification~~. The decisions of the appeal committee shall not be subject to the grievance procedure.

**17.7.3** ~~If employees are unable to complete the mandated training~~ **during normal work hours courses during normal work hours they are instructed to communicate with** ~~their immediate~~ **supervisor at least calendar 60 days prior to end of the school year. Their immediate supervisor** ~~shall~~ **will arrange for completion of the mandated training an employees work hours at least 60 days prior to the mandated deadline. If the supervisor and employee mutually agree, the employee may perform the mandated training remotely after working hours and be paid overtime pursuant to Article 6.10.**

**~~When bargaining unit members are unable to complete the district mandated trainings during their normal work day they may complete them on their own time upon mutual agreement between the District and the employee that the District shall provide the employee Professional Growth Fast Track hours for the mandated trainings; however, they must complete the trainings by June 30 of each school year.~~ If employees are unable to complete the mandated training courses during normal work hours they are instructed to communicate with their immediate supervisor at least calendar 60 days prior to end of the school year. Their immediate supervisor will arrange for completion of the mandated training during an employees work hours.**

## ARTICLE 18 -- GRIEVANCE PROCEDURE

18 **Purpose**

18.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems which may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

18.2 **Definitions**

18.2.1 A "grievance" is a written claim by one or more named employees or the Union of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement which has an adverse effect on the grieving employee or group of grieving employees.

18.2.2 A "working day" is any day in which the central administrative offices of the Sacramento City Unified School District are open for business.

18.2.3 A "grievant" is a named person or the union asserting a grievance.

18.2.4 A "party in interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.2.5 An "employee" is a classified employee in any of the represented bargaining units.

18.3 **Limitations Period**

18.3.1 No grievance shall be recognized unless the ~~grievant~~ **Union** has filed a written formal Level I grievance in accordance with 18.4.3 and 18.4.4 below, within twenty (20) working days after the grievant knew or should have known of the first act ~~**discovery of the violation**~~, occurrence, event or circumstance alleged to constitute the grievance.

18.4 **Informal Procedure**

18.4.1 A grievance shall be discussed orally with the grievant's principal or unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled where the grievant shall explain the problem and suggest possible solutions. Solutions reached at the informal

Level I shall not establish a precedent. The grievant has the right to Union representation during the informal meeting.

18.4.2 Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. ~~Upon request,~~ **~~s~~Settlements** shall be reduced to writing.

18.4.3 If the grievant is not satisfied with the proposed resolution after the informal conference, if any, the ~~grievant~~ **Union or grievant** may invoke the formal grievance procedure, as outlined below, by filing a written Level I grievance with his or her principal or unit administrator and providing a copy to **Human Resources.** ~~**and** the Office of Employer/Employee Relations~~.

18.4.4 The written Level I grievance shall be filed by email or template electronically to district designated email address upon a form provided by the District, or in person at the Human Resources desk and shall include the following:

a. A detailed description of the specific grounds of the grievance including names, dates, and places necessary for an understanding of the grievance;

b. A listing of the specific article(s) and section(s) of the Agreement or statute alleged to have been violated, misinterpreted or misapplied; and

c. A listing of specific action(s) requested of the District which will remedy the grievance.

18.5 **Formal Procedure**

18.5.1 **Level I**

18.5.1.1 A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Union representation during the Level I meeting.

18.5.1.2 All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise **in writing**.

18.5.1.3 If no settlement is reached during the Level I meeting, the ~~principal or unit administrator~~ **Human Resources representative** shall send a written decision to the grievant and the exclusive representative within ten (10)

working days following the final Level I meeting. If no Level I meeting is held, the ~~principal or unit administrator~~ **Human Resources representative** shall send a written decision to the grievant and the exclusive representative within ten (10) working days of receipt of the written Level I grievance.

18.6 **Level II**

18.6.1 If the grievant or the Union is not satisfied with the written Level I decision, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within ten (10) working days of the receipt of the written Level I decision. If the grievant does not receive a written Level I decision as required by section 18.5.1.3 within ten (10) working days following the final Level I meeting, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of the final Level I meeting. If no Level 1 meeting is held, and the grievant does not receive a written Level I decision as required by section 18.5.1.3, the Union or the grievant may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of filing the written Level I grievance. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting.

18.6.2 The written Level II grievance shall include the following:

a. A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;

b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied A listing of specific action(s) requested of the school District which will remedy the grievance; and

d. A copy of the Level I grievance and decision.

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee. Initial Mediation shall be requested through the California State Mediation and Conciliation Service within five (5) working days from receipt of the written Level II grievance by the ~~Office of Employee Relations~~ Human Resources Office, unless extended by mutual agreement of the parties.

18.7 **Mediation**

18.7.1 Mediation shall be scheduled based on a mutually agreeable date for the parties and the mediator. Additional days to continue a mediation will be scheduled, if necessary.

18.7.2 All costs of the mediator, if any, shall be borne equally by the parties.

18.8 Mediation Procedures

18.8.1 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

18.8.2 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If the grievance is not settled, granted, or withdrawn, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days after the close of the final Level II mediation. If by the mutual agreement of both parties, no Level II mediation is held, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days of receipt of the written Level II grievance.

18.8.3 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

18.8.4 Any grievance not resolved within fifteen (15) working days after the final mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III.

18.8.5 Offers or concessions made by the parties during mediation shall not be used against a party during any subsequent arbitration.

18.9 **Level III-- Arbitration**

18.9.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written

request shall be filed in Human Resources ~~the Office of Employee Relations~~ within ten (10) working days after receipt of the written Level II decision of the superintendent, or ~~his/her~~ **their** designee. Appeal to Level III arbitration may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union's right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Human Resources ~~Office of Employee Relations~~ within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

18.9.2 Selection of Arbitrator

When arbitration has been requested, the Union shall write the California State Mediation and Conciliation Services for a list of five (5) arbitrators. The grievant's representative and the representative of the Human Resources Department ~~Office of Employee Relations~~ shall alternatively strike names from such list until only one (1) name remains.

18.9.3 Costs of Arbitration

18.9.3.1 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

18.9.3.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing, if requested by either the ~~grievant~~ **Union** or the District. ~~In any case in which a~~ **The party requesting the** court reporter ~~is involved, the parties~~ shall ~~share equally~~ **bear** the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. **If both parties request a reporter, these costs shall be borne equally by the parties.** If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

18.9.4 Function of Arbitrator

18.9.4.1 The function of the arbitrator shall be:

a. To hold a hearing concerning the grievance, and

b. To render a binding decision within thirty (30) days after the close of the hearing.

18.9.5 Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

18.9.5.1 Within thirty (30) calendar days of the appeal to Level III, and in no~~r~~ case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:

a. Attempt to frame the issue to be submitted to the arbitrator;

b. Share all evidence;

c. Clarify whether a court reporter is necessary, determine the site; and

d. Reinitiate efforts to settle, if possible.

18.9.5.2 The parties agree that any evidence discovered subsequent to the conference will be shared at least seven (7) calendar days prior to arbitration. Evidence shared less than seven (7) days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party presenting new evidence (initially) shall be charged for the costs of the arbitrator.

18.9.6 Limitations

18.9.6.1 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

18.9.6.2 The arbitrator shall not render any award which conflicts with or alters this Agreement.

18.9.6.3 It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

18.9.7 Decision

18.9.7.1 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. However, no award of back pay beyond twenty (20) ~~**ninety (90)**~~ days prior to the filing of the written Level I grievance will be allowed. Nor will any award of monies for the purpose of fining, punishing, or making an example of either party be allowed.

18.10 **General Provisions**

18.10.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

18.10.2 Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

18.10.3 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

18.10.4 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

18.10.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

18.10.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

18.10.7 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. ~~**If a successor agreement has not been fully negotiated nor ratified by the parties, the provisions of this Article shall continue as though this contract were extended until the start of any new agreement**~~.

18.10.8 A grievant may be represented by the Union at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

**18.10.9 In those instances in which related or similar grievances are being heard, the Union and the District may agree to combine the grievances to be presented before a hearing officer and/or before an arbitrator.**

18.11 **Grievance Form**

All formal grievances shall be filed as described in Article 18.4.4.

**10.2.3 Holidays Designated**

10.2.3 Holidays Designated

January 1 ..... New Year's Day

January 15 ..... Martin Luther King Day
(or as designated by the District)

February 12 ..... Lincoln's Day

Third Monday in February ..... Washington's Day

Last Monday in May ..... Memorial Day

~~June 19 Juneteenth Day~~

July 4 ..... Independence Day

First Monday in September ..... Labor Day

November 11 ..... Veteran's Day

Fourth Thursday in November ..... Thanksgiving Day

December 25 Christmas

## ARTICLE 20 -- LAYOFF

20.1 **Layoff Defined**

A layoff is an involuntary separation from service or an involuntary reduction in an employee's hours or work year as defined herein based upon a lack of work or lack of funds. A layoff also includes any reduction in hours or work year or assignment to a classification lower than that which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Temporary and substitute employees may be separated at the completion of their assignment without regard to the procedures in this Article.

20.2 **Probationary Work Year Defined**

For purposes of this Article 20 (Layoff) only, all members of the bargaining unit shall be assigned to a work year, as defined herein, depending upon the number of days per school year they work. An employee working from 180 to 208 days shall be assigned a ten (10) month work year. An employee working from 209 to 241 days shall be assigned an eleven (11) month work year. An employee working more than 241 days shall be assigned a twelve (12) month work year.

20.3 **Layoff Seniority**

For purposes of Article 20 (Layoff), seniority is established by the employee's date of hire as a regular probationary or permanent employee of the District in the classification (this calculation does not include any substitute or temporary time served by the unit member) plus any service in higher classes (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty nine (39) months or reemployment as a probationary employee within the same class within six months of resignation, a break in employment and subsequent reemployment shall create a new hire date. If two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If date of hire in the District does not break the tie then the tie shall be broken by **Union Chapter Officers** ~~**Leadership**~~ in the presence of the District. ~~random drawing~~.

20.3.1 Service Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, family care leave (see section 12.12.6), **FMLA/CFRA,** and any other unpaid leaves permitted by the Education Code under Section 45308.

20.3.2 No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.3.3 The Superintendent or designee shall maintain a current determination of each employee's seniority.

20.4 **Order of Layoff**

The employee who has been employed the shortest time in the classification, hours, and work year to be eliminated or for which the hours will be reduced shall be laid off first.

20.5 **District Rights ~~and Union Rights~~**

The District ~~**has the right to decide if layoffs are necessary.**~~ reserves, retains, and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as the hours and the positions to be eliminated. The Union retains the right to negotiate the impacts and effects of the layoff of unit members.

20.4.1 ~~**Union Rights**~~

~~**The Union retains the right to negotiate the impacts and effects of the layoff of unit members. The District shall meet with the Union leadership to negotiate the impacts on each of the positions affected, including the hours eliminated, workload, and other impacts at least 60 days in advance of the date the District issues layoff notices to affected employees.**~~ **(not compliant with the law)**

20.6 **Layoff Procedure**

Positions to be eliminated or for which hours will be reduced shall be identified by the District by classification, hours[1], ~~**following consultation with Union leadership.**~~

20.6.1 First Step: Administrative Transfer

The employee(s) in the position(s) to be eliminated or for which the hours will be reduced by the District shall be administratively transferred to a vacant position, if any, in the same classification, hours, and work year. If there is more than one vacancy in the classification, hours, and work year the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification, hours and work year in the position to be eliminated or for which the hours will be reduced, the most senior employee shall be administratively transferred first. Employees being transferred under this section shall receive at least ten (10) working days notice of their new assignment.

20.6.2 Second Step: Layoff

If there are no vacancies in the classification, hours, and work year of the position to be eliminated or for which the hours will be reduced the District shall engage in a layoff.

20.6.3 Third Step: Bumping Rights Within a Classification

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[1] *For layoff purposes only, assignments with fractional hours shall be rounded up or down as follows: 0 - 1.99 = 1; 2 - 2.99 = 2; 3 - 3.99 = 3; 4 - 4.99 = 4; 5 - 5.99 = 5; 6 - 6.99 = 6; 7 - 7.99 = 7; and 8 = 8.*

An employee whose position is being eliminated or for which the hours will be reduced may displace the employee within his/her classification, hours, and work year who has the least seniority.

20.6.4 Fourth Step: Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy, if any. If no vacancy exists then the employee shall have the right to displace the incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1 Bumping Rules

An employee who has been displaced by bumping shall have the same bumping rights as if his/her position had been eliminated. Employees in positions for which the District is reducing the assigned time shall have bumping rights as if the position was being eliminated. An employee shall not bump into a higher classification (i.e., one that has a higher salary range), more hours, or a longer work year. If an employee waives bumping rights, he/she shall be placed on a thirty nine (39) month reemployment list.

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff ~~60 days~~ before the effective March 15. They shall be informed of their reemployment rights and bumping rights, if any. **Employees subject to layoff shall be notified ~~in person~~, by certified mail, and by district email~~, and by telephone~~.**

20.7 **Voluntary Demotions/Reductions**

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e., a change to a classification for which they are qualified with a lower maximum salary rate) or a voluntary reduction in assigned time (either hours per day or work year as defined herein) in lieu of layoff or to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off.

20.8 **Reemployment Rights**

Classified employees laid off because of lack of work or lack of funds are eligible for reemployment **in their previous position or in any position where their duties have ~~been reorganized or~~ reclassified into** for a period of 39 months and shall be reemployed in preference of new applicants. ~~Persons so laid off~~ Laid off employees also have the right to apply and establish their minimum qualification

for ~~vacant promotional~~ **all available vacant** positions within the District during the 39 month period.

20.8.1 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as person laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned shall be hired into positions within their class with greater hours, up to the hours of their position before taking a voluntary reduction in assigned time, in preference of new applicants.

20.8.2 Upon rejecting two (2) offers of reemployment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. If an employee on the 39 month reemployment list is hired by the District to a different classification than that which the employee was laid off from, he/she shall remain on the 39 month reemployment list.

20.8.3 To be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed 39 calendar months.

20.8.4 Notification

When a vacancy occurs, the most senior employee on the 39 month reemployment list for that classification, hours, and work year will be so notified by telephone communication and if not reached by telephone then by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than five (5) ~~ten (10)~~ calendar days following receipt of the notification. If the employee accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.

20.8.5 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the probationary period will be counted in accordance with Section 14.3.1. A laid off employee, when reemployed, will be placed on the salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there.