

AGREEMENT

BETWEEN

SERVICE WORKERS LOCAL 521

Service Employees International Union, CTW, CLC

LOCAL 521



AND

ORCHARD SCHOOL DISTRICT

July 01, 2022 – June 30, 2023

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PREAMBLE

The Board of Education of the Orchard School District, hereinafter referred to as "Board", and Service Workers Local 521, SEIU, CTW, CLC, hereinafter referred to as "Union", agree as follows:

ARTICLE 1 – RECOGNITION

1.1 The California Educational Employment Relations Board on January 29, 1986 certified Service Workers Local 521, SEIU, AFL-CIO/CLC, as the exclusive bargaining representative for the classified unit. Local 521, having been certified by the California Educational Employment Relations Board, is recognized by the Board of Education of the Orchard School District as the exclusive bargaining representative for the workers included in Appendix B, and any other classified positions not excluded below.

This recognition shall not include District workers designated as management, supervisory, or confidential by the Board, subject to PERB regulations.

1.2 The Board agrees not to meet and negotiate with any other classified workers' representative other than the Union concerning classified workers covered by this Agreement; further, the Board agrees not to negotiate with any classified worker individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.3 The Union recognizes the Board as the duly elected representative of the people and as the duly constituted representative of the educational interest of the pupil, and agrees to negotiate only with the Board or its representatives, duly appointed by the Board to act in its behalf.

1.4 The Board or its representative(s) shall place in the Union Chief Steward's box and mail to the Union office the regular agendas, backup materials, and personnel update lists for public Board meetings no later than 8:00 a.m. on the workday preceding the day of the Board meeting. If the District Office will not be open, the representative shall notify the Union to make mutually agreeable arrangements.

ARTICLE 2 - UNION RIGHTS

2.1 Bulletin Boards

The District shall make available reasonable use of a bulletin board in the workers' lunchroom. The Union shall be responsible for the content of all its information posted on the bulletin board.

2.2 Union Access to Work Locations

Local 521 officers and representative will be permitted access to District facilities for the purpose of contacting members concerning Union business during nonworking time. They shall notify the Office of the Superintendent of their presence and shall sign in and will be issued a visitor's pass which shall be worn during visitation and then returned to the appropriate office at the conclusion of the visitation. Such visitation may be terminated by the Superintendent/Principal if the worker's services are needed in case of emergency.

2.3 Union Stewards

The District recognizes the need and affirms the right of Local 521 to designate Stewards from among workers in the unit.

A. Union Stewards

The Union will designate Union Stewards and Alternates. Local 521 shall provide the name of Stewards and Alternates to the District. If a change in stewards is made, the District shall be advised in writing of the Steward being replaced and the Steward named to take his/her place.

B. Release Time

The Steward, Alternate or other Union Officer will be designated by the Union to represent workers on matters within the scope of bargaining/representation. When such representation takes place during the Steward's, Alternate's or other Union Officer's regular working hours, one (1) Union representative shall receive reasonable periods of release time without loss of compensation; provided, however, that should the grievant be a Steward, Alternate or Officer, he/she shall be entitled to

another representative on release time. Only one steward shall be granted release time to attend any one meeting. An exception may be approved by the District, in the case of training purposes, when more than one Steward needs to attend the same meeting.

The Steward, Alternate or Officer will secure permission from the Superintendent or his/her designee to leave his/her work area for the processing of grievances.

2.4 Negotiating Committee

Effective July 1, 2023, Local 521 shall be allowed reasonable release time for three (3) of its members for the purpose of attending negotiation sessions, which are mutually scheduled by the parties. When authorized Union representatives attend negotiating sessions with District representatives and miss regular scheduled working hours, they

shall suffer no loss of regular scheduled pay.

2.5 Union Meetings

With prior approval by the District, the Union shall be allowed use of management facilities for holding meetings at a reasonable time.

2.6 District-Sponsored Committees

Unit members selected by the Union to fill designated seats on District sponsored committee(s) will be released from work without loss of regularly scheduled pay when required to attend meetings of that committee(s) which are scheduled during that worker's regular working hours.

2.7 No Discrimination

The District and the Union agree to abide by applicable Federal and State statutes covering illegal discrimination in employment. No worker shall be discriminated against in violation of the law because of race, national origin, religion, marital status, age, sex, physical disability, or union activities.

2.8 New Employee Orientation

Union steward shall be granted release time to attend the new employee orientation for the sole purpose of introduction. Additionally, the steward and each new worker shall be granted release time of up to 30 minutes each for the purpose of orientating the new employee to the contract in a 1-on-1 meeting. In the case of a group of new hires at the same time, a group orientation will be scheduled not to exceed a maximum of two hours. Such release time shall be scheduled so as to create the minimal disruption in the workday.

ARTICLE 3 - ORGANIZATIONAL SECURITY

3.1 Agency Shop

All new workers covered by this Agreement shall become members of the Union or shall pay an Agency fee set by the Union. Those workers already employed by the District shall remain members and/or fee payers for the duration of this Agreement. An alternative fee shall be allowed when applicable, as defined by Section 3.2 below.

3.2 Alternative Fee Deduction

To qualify for deduction of the alternate fee, the worker must certify to the Union and the District that he/she is a member of a bona fide religion, body or sect which holds objections to joining or financially supporting employee organizations. Such exempt unit member will be required to submit to the Union and District a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the alternative organization until the Union has approved of the exemption. The Union will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the three (3) negotiated funds or organizations agreed to for alternative payment.

3.3 Reemployment/Reinstatement

Upon reemployment, reinstatement or re-entry, a worker who was a Union member/agency fee and/or alternative fee payer at the time of separation shall be automatically reinstated to his/her previous status.

3.4 Dues Authorization

Each person hired during the term of this Agreement shall at the time of hire, submit an authorization for the payroll deduction of Union dues, agency fee, or alternative fee on a form provided to the District by the Union. In the event that a worker does not pay such fee directly to the Union or authorize a payment through payroll deduction, the Union shall so inform the District and the District shall immediately begin automatic payroll deductions as provided for in the Education Code.

3.5 Dues Deductions

- A. The Union shall have the sole and exclusive right to have membership and/or other fees deducted by the District on payroll authorization forms for all unit workers covered by this contract.
- B. The District shall deduct, once monthly, the amount of Local 521 regular and periodic dues/fees as may be specified by Local 521 under the authority of an authorization card signed by the worker. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded to the Union Office by the tenth (10th) of the month, whenever possible. Names of new workers within the unit will be given to the Union on a monthly basis.
- C. District shall deduct voluntary contributions to the Union's COPE fund with a one (1) time per year per employee limitation on deductions/changes/modifications.

3.6 Hold Harmless

The Union agrees to indemnify, defend, and hold the District harmless from any claims, demands, suits, or any other action arising from the provisions of this Article.

ARTICLE 4 - DISTRICT RIGHTS

- 4.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its workers; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, lay off, terminate and discipline workers.
- 4.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by and carried out in accordance with the specific and express terms of this Agreement.

ARTICLE 5 - WORK HOURS

5.1 Hours/Workday

A. The length of the workday shall be established by the District. Each worker shall be assigned a fixed, regular, and definite minimum number of hours. Any proposed reduction in hours shall be considered to be a layoff, subject to meet and confer and provisions of Section 12.8.

B. **Alternate Workweek**

All workers shall be on a fixed workweek unless either the Union or the District wishes to establish an alternative or flexible schedule, in which case the parties shall meet and confer. In no event may the standard workweek be changed to an alternate or flexible schedule without mutual agreement between the Union and the District.

5.2 Overtime

A. **Overtime Defined, Five (5) Day Workweek**

Overtime shall be defined as all hours in paid status in excess of eight (8) hours per day; or hours in paid status in excess of forty (40) hours per week; or on the sixth (6th) or seventh (7th) day following commencement of that worker's workweek; or on a holiday. All overtime work shall be performed only with prior permission of the immediate supervisor.

B. **Overtime Defined, Four (4) Day Workweek**

Overtime shall be defined as all hours in paid status in excess of ten (10) hours per day; or hours in paid status in excess of forty (40) hours per week; and work performed on the fifth (5th), sixth (6th) and seventh (7th) day following commencement of that worker's workweek; or on a holiday.

All overtime work shall be performed only with prior permission of the immediate supervisor.

C. **Overtime Compensation**

All overtime shall be compensated at the rate of one and one-half (1½) times the worker's regular rate of pay or as defined by the Fair Labor Standards Act, whichever is higher.

D. **Compensatory Time Off**

A worker may request compensatory time off in lieu of salary compensation for overtime work. Compensatory time off shall be granted only if authorized and approved in advance. Compensatory time, if granted, shall be taken at a time mutually agreeable to the unit member and the District and must be taken in the fiscal year in which it was earned, or be paid off in a separate check in accordance with Section 5.2 (C). Compensatory time shall be at the rate of one and one-half (1½) hours off for every hour of overtime worked.

The District shall notify each worker in writing sixty (60) days prior to the close of

each fiscal year of compensatory time accrual, advising the worker that the time must be taken or shall be paid off on July 10.

E. Overtime Assignment

Overtime shall be offered as follows:

1. When overtime is available in a given classroom, program, or classification, the worker assigned to that classroom, program, or classification shall be offered the overtime first.
2. When there is more than one (1) worker in the given classroom, program, or classification, it shall be offered in seniority order, starting with the worker with the highest seniority in the classroom, program, or classification first, and thereafter be rotated.
3. When overtime is available in the Day Care Program, it shall be offered in seniority order, starting with the worker with the highest seniority in the classification first, and thereafter be rotated.
4. If no worker chooses to work overtime as provided in Sections 5.2(E)(1), 5.2(E)(2) or 5.2(E)(3) above, overtime shall be offered in seniority order starting with the worker with the highest seniority in the District first, and thereafter be rotated, provided the worker meets the job qualifications.
5. No worker shall be required to perform overtime work.

5.3 Extra Work

1. When there is extra work available that falls within the job description of a given classification of work, the worker(s) regularly assigned to that classification shall be offered the extra work. If the District does not offer extra work to all positions in a given classification, the work shall be offered to the workers in the classification in seniority order starting with the most senior worker in that classification first; and thereafter be posted for bidding by workers in other classifications, and a copy sent to the Union office simultaneously. The District reserves the right to determine the number of hours to be offered to each position or to create additional positions if necessary.
2. When extra work not specifically pertaining to any given job classification is available, it shall be offered to qualified employees in the closest class. Qualifications shall be determined by the Superintendent or designee.
3. Workers assigned to perform extra work shall be paid at the rate of pay which pertains to the classification of work they are performing, except in the case of Section 5.3(B) above, in which case workers shall be paid no less than Step 1 of the worker's regular classification.

5.4 Inter-session

Work performed during inter-sessions shall be as follows:

A. Twelve (12) month workers

Twelve (12) month workers shall be assigned no less than their regular number of hours of work per day and may accept additional hours if offered on a voluntary basis, starting with the most senior worker in the classification first. The District shall make every effort to make any needed schedule changes through mutual agreement with the affected worker(s).

B. Part-year workers

Part-year workers may accept work if offered on a voluntary basis, starting with the most senior worker in the classification first.

5.5 Adjustment of Hours

A worker who works thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive days or more shall have his/her regular assignment adjusted upwards on a permanent basis for the purpose of pay, benefits and leave accruals.

5.6 Lunch Periods

All workers working five (5) hours or more per day, shall be entitled to an uninterrupted lunch period each day, except in cases of emergency or where other mutual arrangements have been made between the worker and his/her immediate supervisor. Such lunch period shall be unpaid.

The length of time for such lunch period shall be no less than one-half (1/2) hour. Lunch periods shall be scheduled at or about the mid-point of each work shift. Lunch periods will conform to the terms above unless otherwise mutually agreed to by the workers and supervisor.

5.7 Rest Period

Workers shall receive a fifteen (15) minute break during each three (3) hours of consecutive service, with the break scheduled at or about the mid-point of the work period, unless otherwise mutually agreed to by the worker and his/her immediate supervisor.

5.8 Special Education Extended School Year

When there is Extended School year work available, the job position shall first be posted in house for five (5) work days within the classification. All qualified employees are eligible to apply. The District, with input from the immediate supervisor, shall determine who the most qualified employee is according to the needs of the student(s).

5.9 Clothing

The District will provide a District uniform shirt for Custodians and the Campus Safety Facilitator. Cleaning shall be the responsibility of the employee. The uniform shirts are a requirement of the job.

ARTICLE 6 - COMPENSATION

6.1 Wages

- A. Unit members will receive an increase to the 2021-2022 SEIU salary schedule as follows:

2022-2023 School Year

1. Effective retroactive to July, 1, 2022, the 2021-2022 SEIU Classified Salary Schedule shall be increased by six percent (6%), consistent with Attachment A, the attached 2022-2023 salary schedule. To be eligible for this retroactive payment, the unit member must be in paid status on the date that this Agreement is ratified by both parties.
2. One Time, Off Schedule Payment
Each full time equivalent (1.0 FTE) unit member shall receive a one thousand dollar (\$1,000) one time, off-schedule payment that will be issued by the District to each bargaining unit member. This one-time, off schedule compensation allocation will be prorated for part-time, part-year bargaining unit members based upon their full time equivalent (FTE). To receive this one time payment, unit members must be in paid status between May 1, 2023 and June 30, 2023.

6.2 Salary Schedule

A. Salary Step Placement

1. Workers hired between July 1 and December 31 of any year shall receive future step increases on each subsequent July 1, provided the probation period has been successfully completed. If the normal six (6) month probation period has been extended beyond the next July 1, the first step increase shall occur upon successful completion of probation. Future step increases shall then continue each subsequent July 1.
2. Workers hired between January 1 and June 30 of any year shall receive their first step increase upon successful completion of probation. All future step increases shall occur on each subsequent July 1.

B. Additional Salary Steps

1. Effective April 1, 1992, a Step 7 will be added to the classified salary schedule as shown in Appendix A. Step 7 will be two and one-half percent (2-1/2%) above Step 6. Any incumbents who have passed their eighth (8th) anniversary with the District and who receive a "satisfactory" or better preliminary evaluation in January 1992 will be placed on Step 7.
2. Effective July 1, 1992, a Step 8 will be added to the classified salary schedule as shown in Appendix A. Step 8 will be two and one-half percent (2-1/2%) above Step 7. Any incumbents who have passed their ninth (9th) anniversary with the District and who receive a "satisfactory" or better summary evaluation in June 1992 will be placed on Step 8.
3. Effective January 31, 1995, a new step shall be added to the classified

salary schedule as shown in Appendix A. The new step shall be five percent (5%) below Step 1. This new step shall become the "new" Step 1, and the former Step 1 shall be renumbered as Step 2. All additional steps shall be renumbered, e.g., the former Step 2 will become Step 3, and so on, with Step 7 becoming Step 8.

4. Workers who reach their eighth anniversary after April 1, 1992 and/or their ninth anniversary after July 1, 1992 respectively, will be placed on the seventh and eighth steps pursuant to Section A above. Placement on Steps 7 and 8 requires a "satisfactory" or better evaluation immediately preceding the movement to each step. (See Section C, Remediation.)

C. Remediation

In the event a worker does not move to Step 7 or Step 8 at the appropriate time because of a less-than-satisfactory evaluation, the District will reevaluate the worker once a month until a "satisfactory" rating has been achieved. Movement to the appropriate step on the salary schedule will be effective at that time.

6.3 Longevity Increments

- A. Effective July 1, 2023, longevity increments shall be paid on a monthly basis on a prorated amount of the number of hours and months worked.
- B. At the beginning of the tenth (10th) year (pursuant to Section 12.7) of service all workers covered by this Agreement shall receive a longevity increment one hundred twenty dollars (\$120) per month.
- C. At the beginning of the fifteenth (15th) year of service, all workers covered by this Agreement shall receive a longevity increment of one hundred fifty dollars (\$150) per month.
- D. At the beginning of the twentieth (20th) year of service, all workers covered by this Agreement shall receive a longevity increment of one hundred fifty-seven dollars and eighty-eight cents (\$157.88) per month.
- E. At the beginning of the twenty-fifth (25th) year of service, all workers covered by this Agreement shall receive a longevity increment of three hundred dollars (\$300) per month.
- F. Years of service shall be calculated beginning the July 1 prior to the worker's first date of employment or reemployment with the District.

6.4 Pay Procedures

On or before September 25 of each school year, workers will receive time and pay rate information for the current year in the form of a payroll worksheet. Upon request, the Business Manager will meet with any worker who has questions/concerns about the worksheet. During the term of the school year, the worker must be notified in writing of any necessary changes on the worksheet calculations prior to those changes becoming effective.

The District will include with each worker's paycheck an itemized statement of sick leave, vacation days, and hours worked. In addition, workers will receive each month with their paychecks a copy of the Payroll Register as well as a copy of the time sheet for that month.

6.5 Work-Out-Of-Classification

Effective July 1, 2023, a bargaining unit member assigned to work in a higher classification for four (4) or more days within a fifteen (15) calendar day period shall receive the higher rate of pay of the higher classification for all days worked in that classification.

6.6 PERS Contributions

The parties agree to the implementation of provisions contained in 414(h)(2) of the Internal Revenue Code concerning the tax treatment of worker retirement contributions paid by the Orchard School District on behalf of workers in the bargaining unit, pursuant to separate signed agreement between the parties. (See Appendix C.)

6.7 Call Back Pay

Effective July 1, 2023 Any worker called to work after completing his/her regular assignment, or called in on weekends, shall be compensated for at least three (3) hours of work. Call back time beyond an eight (8) hour day or on weekends shall be one and one half (1½) times the worker's regular rate of pay, or at the FLSA overtime rate, if applicable.

6.8 Night Shift Differential

Bargaining unit workers hired after January 31, 1995 shall receive a seven percent (7%) pay differential for all hours worked in any shift which begins at 1:00 p.m. or later, provided that at least three (3) consecutive hours are worked (including any overtime) beyond 5:00 p.m.

6.9 Tests and Interviews

Whenever a worker is required to take a test or participate in interviews as a candidate or panel member, the worker shall suffer no loss of pay.

6.10 First Aid/CPR Training

When workers are required to take First Aid and/or CPR training, the training shall be provided on site during regular work hours, when a minimum of ten (10) people sign up.

If it is necessary for a worker to take a class during non-work hours, the worker will be paid at his/her regular hourly rate, including the overtime premium when applicable under Section 5.2 of this Agreement. Workers who take such training off-site shall be reimbursed for the cost of the training.

ARTICLE 7 - HEALTH AND WELFARE BENEFITS

7.1 New Workers

Effective November 1, 2000, new workers employed by the District shall become eligible for health insurance coverage on the first of the month following their working for the District in such a status for thirty (30) calendar days.

7.2 District Premium Coverage

Effective beginning January 1, 2023, the District shall have a maximum annual contribution towards the fringe benefits of each unit member in the amount of Fourteen Thousand, Five Hundred Dollars (\$14,500.00), inclusive of medical, dental and vision benefits. Premium costs above this fringe benefit cap shall be the responsibility of the member. The details and regulations of the Health and Welfare coverage are outlined in the Appendix of this Agreement.

A. **Effective July 1, 2023, Workers working twenty (20) hours or more per week:**

Full premium costs for worker and dependents up to the District's maximum contribution.

B. **Workers working twenty (20) hours or more per week:**

Up to a maximum of either the Kaiser rate for subscriber-only coverage or the District's maximum contribution, whichever is less. Said worker may also purchase coverage of the group rate for dependents subject to carrier approval. Any premiums in excess of the District's maximum dollar amount be the responsibility of the worker.

7.3 Additional Benefits

Within the maximum amounts indicated in Article 7.2 above, the District shall provide additional benefits to workers as follows:

A. **Dental Insurance**

Delta Dental Service Plan 70360044 for worker and dependents for all bargaining unit workers who work at least twenty (20) hours per week, with the addition of orthodontia services for dependent children of eligible workers according to the same plan. Effective January 1, 2009, Delta Dental's annual plan maximum per employee shall increase from \$1,600.00 in network per year to \$2,100.00 in-network per year and from \$1,5000.00 out-of-network to \$2,000 out-of-network per year.

B. **Income Protection**

For all bargaining unit workers who work twenty (20) or more hours per week.

C. **Life Insurance**

For all bargaining unit workers who work twenty (20) or more hours per week.

D. Vision Care

The District and the Union generally agreed to change vision care providers. The new vision care provider will be determined by mutual agreement.

7.4 Twelve-Month Coverage

Insurance premiums outlined in this Article shall be covered by the District for twelve (12) months for all eligible unit workers. The District shall pay premiums to insure that all workers are covered effective their first working day of each school year.

7.5 Continuation of Benefits

A. Retirement Benefits

The District shall pay, up to the cap agreed to in the current collective bargaining agreement, the employee- only health, vision, and dental insurance premiums for a period of five (5) years from the date of retirement for unit members who are retirement-eligible under PERS and have been employed with the District for twenty (20) or more years. Unit members shall be responsible for any costs above the cap. Retirees shall have the right to choose from any existing insurance plan or premium offered under the collective bargaining agreement. However, employees receiving benefits under this section must enroll in Medicare upon becoming eligible and any benefits offered herein shall be thereafter coordinated with Medicare.

The health plans offered to retirees shall be the same as those offered to active employees, to the extent permitted by the health plan organizations. However, if a retiree moves out of the service area of a particular plan in which he or she is enrolled OR a change in insurance carrier(s) or plans by the District and SEIU results in a change in services for a retiree who has moved out of the service area, the retiree may elect to receive reimbursement under the following criteria:

- To the extent possible, the employees shall provide written notice to District sixty days in advance of any relocation. Similarly, to the extent possible, the District shall provide written notice of any change in carrier affecting the employee sixty days in advance.
- It is the responsibility of the retirees to secure the new health plan and pay monthly premiums.
- The reimbursement by the District will be the highest Employee-only medical rate offered by the District, the rate of the employee only-rate under the new plan obtained by the retiree, or the cap under Article 7.2, whichever is the lower
- Reimbursement will be made in December and June providing the retiree submits copies of the bills and evidence of payment to the District December 1 and June 1 each year.
- Reimbursement will occur until District paid-benefits terminate.

7.6 Cash In-Lieu

Effective July 1, 1995, workers who elect not to receive District provided medical benefits, and who document that they have coverage through other means, shall receive one hundred dollars (\$100.00) per month "in lieu".

7.7 COBRA Coverage

A worker covered by group medical and/or dental plans has the right to temporarily continue coverage, if coverage is lost due to a reduction of hours or through separation of employment from the District.

Spouses and/or dependent children of workers may also temporarily continue coverage if coverage is lost for any of the reasons stated in the District's COBRA policy.

7.8 Internal Revenue Code Section 125

Unit members who are eligible shall be permitted to utilize the provisions of IRS Code Section 125. The District shall not be responsible for any cost or fee charged by a third party administrator. The Association shall participate in the selection of the third party administrator. Participation by eligible unit members shall require an annual election, made at the time of hire or during the open enrollment period each year held in conjunction with the health/dental open enrollment. No other opportunities during the year for employees to elect or participate in or withdraw from the plan are provided for by law. Continuation of this plan is subject to the IRS Code. Should the IRS Code be changed or modified in any way, the plan shall automatically be amended to comply with any federal/state changes. The Association agrees to defend, indemnify and hold harmless the District, its officers, agents and employees from any claims, demands, damages, or other liability, including costs and attorney fees, arising out of this section or the administration or implementation thereof.

7.9 ONE TIME SEPARATION INCENTIVE – Shall be added:

As a one-time only separation incentive for employees who separate during the 2004-2005 school year, the District shall pay employee-only health and welfare benefits, up to the District maximum contribution, for up to 5 years or until Medicare eligible, whichever comes first, subject to the following conditions:

- a. The employee must have 15 years continuous service with District;
- b. This offer is only valid if accepted before June 30, 2005;

Subject to the conditions above, an eligible employee may choose to receive, in lieu of medical benefits, a lump sum of \$5,500 per year, payable by August 1 of each year, for a period of five years or until the employee becomes Medicare eligible, whichever comes first.

7.10 HEALTH BENEFITS COMMITTEE

The parties agree that by September 30th of each year, the District shall schedule two to three meetings to provide information from the District's insurance joint powers authority to SEIU.

ARTICLE 8 - PROFESSIONAL GROWTH

8.1 Professional Growth

In order to encourage and promote motivation for individual growth for classified workers in their job status and personal life, provision is hereby made for professional growth increments. The professional growth increment can be earned in the following ways upon prior approval of particular course work by the Superintendent:

- A. Taking courses in a junior college, college, or university.
- B. Taking courses offered by a Department of Adult Education.
- C. Courses taken as trade extension classes for journeyman crafts.
- D. Courses in in-service training programs offered by the Board of Trustees.
- E. Completion of any other courses approved by the Superintendent.

8.2 Reimbursement

A professional growth stipend of \$25.00 per month shall be granted for each six (6) semester units earned to a maximum of thirty (30) semester units.

- A. Units must be pre-approved.
- B. Maximum of 12 units per year will be allowable.
- C. Earned units will be compensated beginning with the worker's first payroll period in the following fiscal year (i.e., units earned during '94-95 will be paid during '95-96 fiscal year).
- D. Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth increment must be completed, verified and on file in the District Office prior to the first payroll period of the year.

8.3 Guidelines

Guidelines for professional growth credit follow:

- A. All professional growth credit is figured in semester hours. College credit in terms of quarter hours is translated into semester hours (one quarter unit = 2/3 of one semester unit)
- B. In pre-approved training programs where units are not specified, the following will apply:

10 hours of training = 1 quarter unit.

15 hours of training = 1 semester unit

- C. It is the responsibility of the classified worker to apply for professional growth credit and verify completion of course work with the Administration within three (3) months of the completion of the course(s).
- D. Courses taken shall not interfere with a worker's prime role or function at Orchard School District.

8.4 Staff Development Days

The District intends to make staff development days valuable and relevant to classified workers. To that end, the District shall consult representatives of the classified unit for input in the planning of staff development days.

ARTICLE 9 – STAFF DEVELOPMENT PROGRAM

9.1 Staff Development Program Purpose

Staff Development is the continuous, purposeful engagement in study and related activities to retain and extend high standards for school classified employees. The purpose of the Staff Development Program is to provide a plan for classified personnel that encourages participation in course work, in-service, training, conferences, committee work and other appropriate activities.

In order to encourage and promote motivation for individual growth for classified workers in their job status and personal life, provision is hereby made for permanent pay increases based on the completion of district-provided Staff Development activities.

9.2 Eligibility

Employees who are permanent members of the bargaining unit and who have not received a negative evaluation in the past one-year in their position in the District are eligible to participate. Employees who are contemplating applying for different job classification in the future may participate in Staff Development related to that job classification.

9.3 Guidelines and Program Description

9.3.1 The Anticipated areas of Staff Development to be provided by the District are as follows:

- A. Technology
- B. Interpersonal Communications
- C. Inservice Related to a Particular Job Classification Skill Areas
- D. General Staff Development in Skills that Apply to All Job Classifications

9.3.2 A Staff Development Reviewing Committee shall develop procedures for the Staff Development Program, establish criteria for Staff Development activities, and determine the number of credits that an employee must earn in order to be eligible to receive the Staff Development Award.

9.3.3 Employees who participate in the Staff Development Program are eligible to receive up to .5% permanent pay increase for each of the anticipated growth areas as defined in 9.3.1 above, up to a maximum of 2% of their annual gross pay.

9.4 Staff Development Awards

A Staff Development Review committee comprised of 3 appointees from the District and 3 appointees from the bargaining unit will review all documentation submitted by program participants, and shall jointly determine procedures for awarding Staff Development Awards in increments of .5% up to a maximum of 2% of the employees annual gross pay. The committee shall determine that the training program has been

completed successfully according to procedures determined by the committee, and shall grant awards in a manner that is consistent with committee criteria.

ARTICLE 10 - BEHAVIORAL ENRICHMENT PROGRAM

10.1 Program purpose:

The purpose of the Behavioral Enrichment Program is to improve the quality of student experience in non-academic settings at school. By clarifying and applying high standards for student behavior consistently in all areas of school life, the staff will be providing full educational services for maximum student progress.

10.2 Staffing:

The district will hire paraprofessionals as Behavioral Enrichment Specialist [BES]. These staff will report to and be supervised by the District superintendent/designee. A compensation scale for BES's will be developed per classified bargaining procedures.

10.3 Responsibilities:

These paraprofessionals will provide support for the Superintendent/designee regarding student behavior in non-academic school settings.

A. This support will include the following:

1. supervise students in non-academic school settings [e.g. recess, lunch break].
2. instruct and motivate students regarding appropriate behaviors in non-academic school settings
3. intervene as needed and provide appropriate solutions for student infractions in non-academic school settings
4. communicate through the Superintendent/designee with teaching staff regarding classroom interventions in support of improved student behavior in non-academic school settings
5. report to Superintendent/designee regarding follow-up and effectiveness of the program

10.4 Training:

To attain BES Certification, candidates for these positions must participate in extensive training [approximately 20 hours] provided by the district prior to their assignment to student supervision. Candidates will be compensated for all training time according to the pay scale for BES'S.

A. Required training will include:

1. Child Development Theory
2. Motivational Strategies for school-age children
3. Behavioral Management Strategies for school-age children
4. Communication Strategies for school-age children
5. Orchard School Infrastructure
6. Communication Strategies and Procedures with:
 - a. Superintendent/designee

- b. Teachers
- c. Parents

10.5 Certification:

Prior to assignment to student supervision, these paraprofessionals will be required to earn a Certificate of Competence. To earn a Certificate of Competence requires:

- A. Satisfactory completion of all training sessions
- B. Continued participation in all training as directed by the Superintendent/designee
- C. Full certification will be granted upon satisfactory field demonstration of program standards, as evaluated by the Superintendent/designee.

10.6 Stages of Employment:

A. STAGE 1:

Paraprofessionals are employed as BES Trainees to participate in and be compensated for the training process.

B. STAGE 2:

Upon successful completion of the training process, paraprofessionals are designated as BES Candidates and assigned student supervision duty under the direct supervision of the Superintendent/designee. During this period, the Superintendent/designee will evaluate the performance of the candidates to determine their ability to serve as student supervisors in non-academic school settings.

C. STAGE 3:

Upon demonstration of program standards, as evaluated by the Superintendent/designee, candidates will be awarded Certificates of Competence and assigned to student supervision in non-academic school settings. During the first 6 months of service as a BES, paraprofessionals may be directed by the Superintendent/designee to participate in further training on an individual as-needed basis.

D. STAGE 4:

Upon completion of 12 months of satisfactory service as BES candidates, paraprofessionals will be designated as Certified BES'S. Fully certified BES'S may be directed to participate in follow-up trainings as determined by the Superintendent/designee.

ARTICLE 11 – LEAVES

11.1 Sick Leave

A. Permissible Uses of Sick Leave

1. Sick leave may be used by a unit member for absences due to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, a unit member or his/her “family member” as defined in section H below.
2. Sick leave may also be used by a unit member for absences due to the need to obtain or seek any relief or medical attention specified in Labor Code section 230 (c) and 230.1(a) for the health, safety, or welfare of the unit member, or his/her child, when the unit member has been a victim of domestic violence, sexual assault, or stalking.

B. Accrual Amounts

1. Every twelve month full time employee employed five days a week shall be entitled to 12 days of sick leave for illness or injury each school year. The 12 days of sick leave for illness or injury described above shall be prorated for less than full time and/or less than full year employees.
2. The District shall provide each unit member with a quarterly accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District will also maintain an up-to-date hard copy of the accumulated sick leave that can be reviewed by a unit member upon reasonable request.

C. Carry-over

If such worker does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

D. Usage

A worker shall be charged only for the amount of sick leave used for absences of less than one (1) full workday in increments of one-half (1/2) hour, provided that the worker is not charged sick leave for time actually worked.

E. Notice and Verification

1. An illness or injury of short duration shall, whenever possible, be reported by 7:30 a.m. daily by the worker to the administrator in charge or regular District Office personnel. When an illness or injury requires an absence of three (3) or more consecutive work days' duration, and the worker is placed under the care of a physician, the worker shall report the projected duration of the absence to the administrator in charge or his/her designee upon notification from the physician of the projected duration of the illness, injury, or quarantine.

2. The District may require verification by the worker's physician of any absence due to illness or accident for three (3) or more consecutive days.
3. Should the District have documentation showing that a worker has an absenteeism problem and showing that a worker has been counseled about the problem without satisfactory improvement, the District may require verification by a physician for an illness that is less than three (3) days.

F. Exhaustion

1. After the exhaustion of all sick leave, a worker may elect to use his or her accrued vacation time to supplement sick leave.
2. Pursuant to Education Code section 45196, unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he is entitled under [Section 45191](#). Such days of paid sick leave in addition to those required by [Section 45191](#) shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The 100 days at 50% pay runs concurrently (at the same time) as regular sick leave. . Extended leave must be on the basis of a doctor's statement.
3. If at the conclusion of all leaves of absence, paid or unpaid, the worker is still unable to assume the duties of his position; he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time, during the prescribed thirty-nine (39) months, the worker is able to assume the duties of his/her position, he/she shall submit a doctor's release to the District and shall be reemployed in the first vacancy in the classification of his/her previous assignment. At the worker's request, he/she shall be placed in another assignment for which he/she is qualified and for which a vacancy exists.

G. Illness on Vacation

If a worker becomes ill during a scheduled vacation, he/she may convert vacation time to sick leave with pay, if entitled, provided that the worker notify the District no later than three (3) working days after the worker returns to work. The District may request a physician's verification of the illness.

H. Sick Leave Used for Care of Immediate Family

A worker who has accrued sick leave may be granted permission to use the sick leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family," for the purposes of this section only, shall be defined as the following: father, mother, grandmother, grandfather, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, stepchild, or any relative

living in the immediate household of the worker.

I. Sick Leave Conversion Upon Retirement

The worker may convert unused sick leave to retirement credit in accordance with Government Code, Section 20862.5, or its successor at the time the worker files a request for retirement.

J. Sick Leave Incentive

Workers who have not used their accrued sick leave or workers who use only one sick leave day during their regular work year shall receive one (1) paid day off in the work year immediately following the year of perfect attendance. The worker must give advance notice to the supervisor of the request for any paid day off if earned and it must be approved by the supervisor. Should two requests from the same worker be denied, the worker's third request shall be automatically granted.

K. Integration

If a worker is receiving Workers' Compensation, the worker shall be entitled to use only so much of the worker's accumulated or available sick leave or vacation which, when added to Workers' Compensation award, provides for a full day's wage or salary.

11.2 Personal Necessity Leave

Any days of absence for illness or injury pursuant to Section 11.1 of this Article may be used for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any work year and is deducted from the worker's earned sick leave. The worker shall make every effort to comply with District procedures to enable the District to secure a substitute.

A. For purposes of this provision, personal necessity shall be defined as follows:

1. Death of a member of the worker's immediate family, as defined in Section 9.5, when additional leave is required beyond that provided in Section 9.5, Bereavement Leave.
2. Accident involving the worker's person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
4. Other matters which necessitate the worker's physical presence elsewhere and involve matters, which cannot be accomplished at any other time.

B. A unit member must obtain prior written approval of Personal Necessity Leave under Sections 11.2(A)(3) and 11.2(A)(4) except, when the matter constitutes an emergency. It is understood that in all cases the worker shall give the District as much advance notice as is reasonably possible prior to taking Personal Necessity Leave, and shall complete the appropriate absence form for such leave within five

(5) working days after return to duty.

11.3 Maternity Leave

- A.** A worker may use sick leave if physically disabled and unable to render service to the District as a direct result of pregnancy.
- B.** The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.
- C.** A worker temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District as verified by a statement from her physician.

11.4 Parental Leave

- A.** A worker who wishes to take a personal leave to prepare for childbirth, to raise a child immediately following childbirth or upon adoption or attaining legal custody of a child may be granted such a leave without pay for up to one (1) year, upon approval of the District. Such leave may be extended up to one (1) year upon approval of the District.
- B.** Workers returning from leaves of one (1) year or less shall have the right to return to the same position, provided it was not eliminated or claimed due to layoff. Upon termination of parental leave beyond one (1) year, the worker shall be placed in the first available vacancy for which he/she is qualified. A worker may also request Family Care Leave pursuant to Article 11.5 below.

11.5 Family Care Leave

- A.** Workers who have completed one (1) year of service for the District, and who have worked at least 1,250 hours for the District during the twelve (12) months prior to the request, shall have the right to request unpaid leave of absence for up to twelve (12) weeks during a twelve (12) month period for the purpose of caring for a new baby, a seriously ill child, parent, spouse or domestic partner. Such leave must be taken in increments of no less than a full workday.

Bargaining unit members who are otherwise eligible for family care leave, but who have worked for the District for less than 1,250 hours during the twelve (12) months prior to requesting such leave, shall be entitled to family care leave but without the District-paid benefit contribution provided in subsection (g) below.

- B.** There is no carryover of unused family leave from one twelve month period to the next twelve-month period.
- C.** "Parent" means a biological, foster or adoptive parent, a step-parent, or a legal guardian, but does not include a parent-in-law or grandparent. "Child" means a biological, adopted or a foster son or daughter, a stepson or a step-daughter, a legal ward, or a son or daughter of a person standing in loco parentis who is

either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

- D.** Family care leave for the purpose of caring for a seriously ill child is available only if the worker certifies that the child's other parent will not be taking family care leave during the same period of time or that the child's other parent is unavailable or unable to care for the child.
- E.** Where the reason for the leave is foreseeable, the worker shall provide reasonable advance notice to the District of the need for a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the worker must provide at least thirty (30) days' written advance notice.
- F.** If verification is required by the District to verify the serious illness necessitating the leave, the District will accept medical verification by the treating health professional.
- G.** The District will continue to provide and pay for the worker's usual entitlement to health insurance coverage for a worker on family care leave for up to twelve (12) weeks. If there is any continuation of the leave beyond twelve (12) weeks, health insurance coverage shall be continued for the worker provided the worker submits a check or money order to the District prior to the first day of each month or postdated monthly checks for the duration of the leave. The worker shall be responsible for the full cost of such health insurance following three (3) months of such leave.
- H.** The worker may elect to use accrued vacation or accrued compensatory time off during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.
- I.** The worker will return to his/her former position upon return from family care leave with full rights and benefits restored, except that seniority will not accrue for time in unpaid status.
- J.** Section 11.5 of this contract may be reopened at the request of either party if further legislation or state or federal regulations make it necessary to clarify provisions contained herein.
- K.** The Parties agree that effective January 1, 2023, the California Family Rights Act (CFRA) permits employees to use AB 1041 protected family and medical leave and paid sick leave, to care for a "designated person." CFRA defines "designated person" as "any individual related by blood or whose association with the employee is the equivalent of a family relationship." California paid sick leave statutes define "designated person" as "a person identified by the employee at

the time the employee requests paid sick days.” For purposes of AB 1041 leave, an employee is limited to one designated person per 12-month period.

11.6 Bereavement Leave

Every person employed by the District in a classified status shall be granted necessary leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such worker nor shall such leave be deducted from any other leave granted.

Bereavement leave may be extended at the discretion of the Superintendent.

"Immediate family" shall mean spouse, registered domestic partner, father, mother, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, stepchild of the worker or the spouse/registered domestic partner of the worker, or any person living in the same household and any other family member listed in Education Code Section 45194. Bereavement leave may be extended at the discretion of the Superintendent.

11.7 Military Leave

Workers ordered to military service or induction procedures shall be entitled to military leave as required by law.

11.8 Leave for Union Business

Upon written request by the Union, the District will grant unpaid leaves for Union business, not to exceed ten (10) days per year, provided the worker gives a minimum of five (5) working days advance notice.

No more than two (2) workers may be on leave for Union business at the same time period. Any leaves granted will be granted for a precise period of time, which will be set forth in writing at the time the leave, is granted. Upon written request by the Union, the District may grant unpaid leaves for Union business in excess of ten (10) days. No leave will be granted for a period of time in excess of two (2) years.

11.9 Leave for Jury Duty

Workers shall be granted leaves of absence for jury duty and shall have such leaves with pay up to the difference between the worker's regular salary and any amount he/she receives for jury fees.

11.10 Industrial Accident or Illness Leave

A worker shall be provided leave of absence for industrial accident or illness under the following criteria:

- A.** The accident or illness must have arisen out of and in the course of the employment of the worker and must be accepted as a bona fide injury of illness arising out of and in the course of work.
- B.** Allowable leave shall not be in excess of sixty (60) working days in any one (1) fiscal year for the same accident.

- C. Allowable leave shall not be cumulative from year to year.
- D. Industrial Accident or Illness Leave will commence on the first (1st) day of absence.
- E. Payment for wages lost on any day shall not, when added to an award granted the worker under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- F. Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.
- G. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the worker shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- H. When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other sick leave will then be used. If, however, a worker is receiving Workers' Compensation at the time of exhaustion of benefits under this Section, the worker shall be entitled to use only so much of his/her accumulated or available sick leave or vacation leave which, when added to his/her Workers' Compensation, provides for a day's pay at the regular rate of pay.

11.11 Leave Without Pay

An unpaid leave of absence for up to one (1) year may be granted to a permanent bargaining unit member upon approval of the Board of Education. Extensions to such leaves for up to an additional year may also be granted by the District. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority.

11.12 Catastrophic Leave

The District agrees to establish a policy for allowing bargaining unit members to contribute accrued sick leave to those who qualify under provision of Section 44043.5 of the Education Code.

ARTICLE 12 - SENIORITY, TRANSFER, PROMOTION AND LAYOFF

12.1 Posting and Filling Positions

A. Posting

Vacancies due to the establishment of a new position or the vacating of an existing position occurring in classified positions will be posted at the District. A copy of such postings shall be given to the Union upon posting.

Such jobs shall be posted for at least five (5) working days prior to any action being taken to consider any applicant for the position. Persons currently employed by the District who notify the District in writing on the agreed to form of their interest in the position within the five (5) work days of the posting will be given consideration over outside applicants. The existence of a vacancy will be determined by the Superintendent provided, however, that if the Superintendent determines that the position shall not be filled, he/she shall notify the Union of such decision within ten (10) working days of the date on which the position was vacated. The notice of position openings will include the job title and position; description of duties; minimum qualifications required for the position; the assigned job site; the assigned work shift, hours, weeks and months per year; salary range; deadline to apply; and projected starting date.

B. Filling

Within a reasonable period of time the District will:

1. Screen applicants for evaluations, qualifications, seniority, and ability to work with staff; and, for promotions and new hires only, experience, past performance, education, training, special skills and ability to work with staff. Ability to work with staff shall not be the determining factor unless past experience shows that there exists an inability to work together.
2. Conduct or arrange interviews and administer appropriate tests and other screening procedures. SEIU shall have the opportunity to have up to two members participate in the interview of potential new classified unit hires as follows:
 - a. The District shall notify the SEIU President that an interview has been scheduled with a potential new classified hire as soon as reasonably possible. If the SEIU President is not available or cannot be reached, the District shall attempt to notify the SEIU Vice-President.
 - b. SEIU shall have the right to determine which two of its members will participate in the interview. The District reserves the right, however, to request that additional employees participate in the interviews at its discretion.
 - c. It is understood that because of the competitiveness of the industry interviewers are frequently arranged in a short time-frame. Accordingly, notwithstanding 9.4(b) above, if after a reasonable attempt the District is

unable to contact the SEIU member and offer that person the opportunity to participate in the interview. However, if no SEIU member can be contacted nor appears at the scheduled interview, the District may proceed with the interview.

d. The purpose of the Association's participation in the interview of potential new classified unit hires shall be to assist with and provide input into the hiring of classified unit members. However, the District shall retain the right to make the final decision regarding the hiring of new classified employees.

3. Notify all applicants of action taken.

12.2 Transfers or Demotions

A. Application

All workers applying for transfers within their classification must meet the qualifications of the position as indicated on the job description. Workers who wish to be considered for such positions shall complete required application forms and procedures by the stated deadline for application. Any worker on leave shall have the right to have his/her Steward or Field Representative file in his/her behalf. The unavailability of a worker to commence work by the projected starting date shall not preclude the District from filling the position. It is the worker's responsibility to provide the District with an address where the worker can be contacted while on leave. If the worker cannot be contacted at the last known address, the District shall not be held responsible.

B. Considerations

Where all other considerations as outlined in Section 12.1(B) are determined to be relatively equal, the worker having greater seniority shall be awarded the transfer.

C. Transfer or Demotion

The provisions of this Section shall apply to workers applying for transfer, which is a change in position to another position in the same classification, or demotion which is a change to a classification in a lower pay rate.

D. Restriction

Members of the unit will not be eligible to apply for transfer until they have satisfactorily completed the initial or promotional probationary period of employment with the District.

E. Involuntary Transfer

1. A transfer may be initiated by the District if such transfer is necessary to meet the staffing needs of the District. No worker shall be transferred for punitive or disciplinary reasons, nor shall involuntary transfers be made to avoid or circumvent the application of Section 12.1. A unit member affected by such a transfer shall be given notice as soon as possible, but

no less than ten (10) working days in advance. A conference will be held between the appropriate management person, the worker, Steward and Union Representative.

2. Workers involuntarily transferred shall have the right to indicate preferences from vacancies available. The worker's personal preferences shall not be binding upon the District, however.
3. The District will first consider the worker's skills and abilities. If qualifications, skills, and abilities are equal, least seniority will be the determining factor.
4. When all factors are equal, including seniority, the choice shall be determined by lot.

12.3 Promotion

A worker may apply for promotion, which is a change to another position in a class paid above his/her current classification, under the provision of Section 12.1.

12.4 Rights Retained

Any permanent worker who receives a promotion, or transfers, or takes a voluntary demotion shall retain all rights and benefits as a permanent worker of his/her former class including while in the ninety (90) day permanent probationary status. These include the right to apply for other transfer, demotion or promotion and the right to return to his/her former class during the ninety (90) day permanent-probationary period.

A. Promotional Probation

A new worker who is awarded a promotion before completing his/her initial probationary period shall serve a new initial probationary period in the new classification. Once the worker becomes permanent in the higher classification, he/she shall have the right to bump back into the lower classification in accordance with his/her seniority if affected by layoff.

B. Salary Placement

A worker receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification which will reflect a minimum of five percent (5%) base salary improvement.

C. Considerations

Where all other considerations as outlined in Section 12.1(B) are determined to be relatively equal, the worker having the greater seniority in the District shall be awarded the promotion.

12.5 Increase in Hours

A. Classroom or Program

When an increase in hours is assigned to a given classroom or program on a regular basis, those hours shall be assigned first to the worker currently assigned

to that classroom or program. When there is more than one (1) worker in the given classroom, program, or classification, the hours shall be offered in seniority order, starting with the worker with highest seniority who is not working his/her regularly assigned hours during the time that the additional hours are scheduled.

Should the worker(s) in that position not want to work the additional hours, the hours shall then be offered in rotating order, starting with the most senior worker in the same classification who is not working his/her regularly assigned classroom/program hours at the time that the additional hours are scheduled.

Should no worker in the classification accept the assignment, it shall be posted for bidding among qualified workers who are not working their regularly assigned classroom/program hours at the time the additional hours are scheduled, in accordance with Section 12.1.

12.6 Medical Transfers

A permanent worker with two (2) years of consecutive service in the District who has become medically unable to perform his/her duties shall be given first consideration for alternate work in other positions/classifications which he/she might perform when he/she has become medically unable to satisfactorily perform his/her regular duties. The alternate work may be in a lower job classification, as well as a lateral classification, and the District shall continue to give this first consideration prior to invoking Sections 12.1 and 12.2 until the worker has refused three (3) offers of work with equal hours and equal pay. During this time, the worker shall also be eligible to apply for promotion.

12.7 Seniority

For the purposes of the application of seniority in this Article, seniority shall be defined as the length of continuous service with the District, beginning with the date first employed.

12.8 Layoff

A lack of work or lack of funds may result in layoffs. A layoff includes: (a) a reduction of positions, (b) a reduction of hours, (c) assignment to a class or grade lower than that in which the employee has permanence, or (d) a voluntary demotion to a lower classification in lieu of layoff. These reasons must be bonafide. Layoff may never be used as a disciplinary measure.

A. Notice to Workers

In the event it becomes necessary to layoff permanent classified employees, who are not employed in a specially funded program, the District shall comply with all Education Code Section 45117 (AB 438) notice and procedural requirements which includes a March 15th notice if the permanent classified employee's services will not be required for the following school year due to lack of work or lack of funds.

The District shall notify all unit members subject to layoff due to expiration of the specially funded program in writing a minimum of sixty (60) days before the date

of any layoffs. The notice shall specify the reason for the layoff and identify by name and classification those workers who will be laid off. The Union shall receive copies of all layoff notices when they are issued to the workers.

The Union and the District will meet prior to the issuance of layoff notices, whenever possible, and prior to the effective date of layoff to discuss the circumstances giving rise to the need for layoff and to attempt to work out alternatives.

B. Rights of Laid-Off Workers

1. Order of Layoff

Layoff shall be effective by seniority within a class. Seniority shall be as defined in Section 12.7. The least senior worker shall be laid off first. If two or more workers have equal seniority, the determination shall be made by lottery.

2. Bumping

A permanent worker who is laid off from a class and who has prior service in an equal or lower class shall have the right to bump a worker with less seniority in the lower or equal class.

3. Voluntary Demotion or Transfer

A worker laid off for lack of work or lack of funds, despite rights to bump, may accept a voluntary demotion to a vacancy in a lower class or a transfer to an equal class provided the worker is qualified for the new class.

4. Step Placement

Laid-off workers who bump or demote will be placed on the highest salary step at or below their current salary. Laid-off workers who accept a lateral transfer will be placed on the salary step they currently hold.

5. Limited-Term Positions

No regular worker shall be laid off from any position while limited term or substitute workers remain in the same class.

6. Vacancies

At the time of the layoff, unit workers affected by layoff shall be given first consideration for vacancies of equal or lesser pay in classifications other than their own and in which they have held no former status provided they apply for and qualify for such position(s). First consideration shall be in order of date-of-hire in the District, starting with the most senior worker first. Application and consideration for such positions shall occur after the bumping process has been completed and upon timely District posting of the position.

7. Rate Upon Re-employment

Unit workers who are laid off and then recalled from a thirty-nine (39) month re-employment list shall be paid, at the time of recall, at the rate of pay that reflects the range of the classification to which they are recalled and the highest step they had achieved in that classification prior to the layoff. If the employee completed the school year and would be otherwise entitled to a step increase at the time of the layoff, he/she goes to the next step when reinstated.

8. In the Event of a Layoff

In the event of a layoff, the District shall not, except as permitted by law:

1. Use short term temporary workers, students, volunteers, certificated or faculty workers, administrators & supervisors to replace a displaced or laid off worker.
2. Contract out the work formerly done by a displaced or laid off worker.
3. Require a worker to perform overtime work or increased work assignments over and above his/her regular assignment as a result of a layoff.
4. Add increased responsibilities without going through the meet and confer process with the union.

C. Re-Employment

1. A thirty-nine (39) month re-employment list shall be established, in inverse order of seniority. Workers laid off for lack of work or lack of funds will be offered, in writing, by certified mail, re-employment in their classification before any other candidate as follows:

The District may offer re-employment to the most senior laid off employee within a classification by telephoning the employee. If there is no answer and an answering machine picks up, a message shall be left with the employee notifying him or her of the opportunity for re-employment and requesting that he or she contact the District within ten (10) days to accept. The telephone call shall be followed up by a confirming letter sent by regular and certified mail.

If the needs of the District require that someone immediately fill the available position, the District may follow the same procedures described in sub-section (a) above and telephone the next most senior laid off employee within the classification to offer re-employment, subject to acceptance of the position by the most senior laid off employee within ten (10) days. The telephone call shall be followed up by a confirming letter sent by regular and certified mail. This process may be repeated until the position is filled.

Laid off workers will remain on the re-employment list for thirty-nine (39) months or until they are offered three (3) vacancies in a comparable position in their former classification and/or at their former hours. A worker who refuses re-employment offers shall remain on the re-employment list until it expires or until the worker refuses three (3) offers of employment as described above. The refusal of an offer for work by a laid off employee that is contingent upon the acceptance by another employee who has more seniority shall not count as one of the employee's three permitted refusals. The refusal of an offer for work by a laid off employee who **has** the most seniority at the time the offer is made shall count as one of the employee's permissible three refusals.

2. The District will annually in May make updated re-employment lists and send a copy to the Union. Should layoffs occur during the school year, the District will make additional updated lists available to the Union upon request.
3. Laid-off workers who are re-employed within the specified re-employment period will have all benefits and rights restored to the level they were at upon separation.

D. Effects of Layoff

1. Laid off workers have the right to apply for promotional positions or vacancies to which they have no other contractual right while they are on the re-employment list.
2. Laid off workers shall be offered, by seniority, limited-term and substitute work in their current and former classes in preference to other substitutes while on the re-employment list.
3. The District shall pay the laid-off worker all pay due, including vacation pay, earned wages, and overtime/compensatory time.
4. The District shall, for a period of three (3) months, continue the laid off worker's Health Benefit Program as set forth in Article 7 at no cost to the worker.
5. Upon exhaustion of District-paid benefits, the worker shall, subject to carrier approval, continue to be covered by the Health Benefit Program at the group rates while on the re-employment list, provided that the worker pays his/her premium cost to extend coverage by the thirtieth (30th) of each month.
6. The provisions of this Section shall constitute the full and complete agreement between the parties concerning the effects of the layoff decision.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Definitions

- A. A "grievance" is a claim by one or more workers of an alleged misapplication, misinterpretation or violation of this Agreement, or by the Union that there has been a violation of Article 1, Recognition; Article 2, Union Rights; or Article 3, Organizational Security.
- B. A "worker" is a classified worker working in the bargaining unit or a worker on a re-employment list alleging violation of rights retained when laid off.
- C. A "work day" is any day when the school office is open for business.
- D. A "grievant" is a worker or workers alleging a grievance, or the Union, as provided for in Section 13.1(A) above.
- E. A "supervisor" is a member of management who supervises a worker or workers in the unit.

13.2 Responsibility of Grievant

A worker, or the Union, having a grievance has the responsibility to initiate the grievance as promptly as possible or within one (1) calendar month of the occurrence or discovery of the grievance by discussing the matter with the immediate Supervisor or Principal, as appropriate. The time limit may be extended by mutual agreement between the Union and the Superintendent, or the grievant and the Superintendent if not represented by the Union.

13.3 Responsibility of Supervisors and Administrative Personnel

Supervisors/Administrators shall treat all grievances in a confidential manner, exercising dignity and respect, reviewing the facts of the grievance with thoroughness and complete objectivity. It shall be the responsibility of the immediate Supervisor or Principal, as appropriate, to hear the grievance; seek out all the facts in each case; resolve the problem as soon as it is possible to do so; to request assistance in the resolution of problems as needed; to communicate decisions and supporting reasons to the grievant.

13.4 Informal Procedure

Workers and their immediate Supervisor, or the Principal where no other immediate Supervisor exists, should attempt to resolve differences as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement. In order to promote harmonious relationships, open communication, and immediate satisfaction, every effort shall be made to resolve the problem as promptly as possible at the first level of supervision through the informal procedure.

The Supervisor, or Principal where no other immediate Supervisor exists, shall hold a conference within ten (10) working days after the Supervisor or Principal is notified of the problem.

13.5 Formal Procedure - Administrative Review

A. Step I:

If the grievant remains dissatisfied, the grievance shall be reduced to writing and the written grievance shall be submitted to the Immediate Supervisor or Principal within ten (10) working days of the informal conference. The written grievance shall be dated and shall include: a clear statement of the complaint, the courses of action taken in attempting to resolve the complaint under the informal procedure, contract sections allegedly violated, the specific remedy sought, the date of the alleged act or omission, and copies of documents considered appropriate, if available at the time of filing.

1. The Immediate Supervisor or Principal shall hold a conference with all interested parties in an attempt to resolve the problem no later than ten (10) working days after submission of the written grievance, unless there is mutual agreement that more time shall be allowed.
2. The Supervisor or Principal, following administrative review of the grievance, shall render a written decision to the grievant(s) and the Union within ten (10) working days of the Step I conference. The time limit may be extended by mutual agreement that more time shall be allowed.

B. Step II:

If the matter has not been resolved at Step I, the grievant, within ten (10) working days of receiving the Step I response, may then appeal the grievance in writing to the Superintendent, attaching a copy of the original grievance. The Superintendent shall meet with the grievant within ten (10) working days of receipt of the written grievance, and shall render a decision in writing within ten (10) working days of that meeting. Time limits may be extended by mutual consent.

13.6 Binding Arbitration

- A. If the grievance has not been satisfactorily resolved at the formal level, the grievant, with the concurrence of the Union, may refer the grievance to arbitration within ten (10) working days of receipt of the Superintendent's decision by notifying the other party of the request in writing by certified mail or hand delivery. No grievance shall proceed to arbitration unless the Union concurs.
- B. If the parties cannot agree upon an arbitrator, the Union shall request a list of arbitrators from the California State Mediation and Conciliation Service. A representative of the Employer and a representative of the Union shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator.
- C. If the question arises as to the arbitrability of the grievance, such question will first be ruled upon by the arbitrator.

- D. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
- E. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. A copy of the decision will be provided to the Union and the Superintendent. The arbitrator's decision will be final and binding. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of the Agreement.
- F. The costs for the services of the arbitrator and the cost of the court reporter will be borne equally by the District and the Union. All other expenses will be borne by the party incurring them.

13.7 General Provisions

- A. No party shall be required to discuss any grievance if his or her representative is not present.
- B. The time allowance set forth in this grievance procedure may be extended by mutual agreement of the grievant or the grievant's representative and the District.
- C. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- D. If the District does not render a written response within the time limits set forth at any step of the proceedings, the grievant may advance to the next step.
- E. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made without notification to and agreement with the Union.
- F. No reprisal of any kind will be taken by or against any participant in the grievance procedure for participation in grievance matters.
- G. If the Union and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to arbitration.
- H. A grievance may be withdrawn at any level.
- I. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District personnel file.
- J. The grievance form shall be agreed upon by the District and the Union.
- K. If a grievant is released from his/her regular assignment to take part in the grievance procedure, the grievant shall be released without loss of regularly scheduled pay.

ARTICLE 14 - PROBATION, COUNSELING, AND PERFORMANCE EVALUATIONS

14.1 Initial Probation

- A. All regularly employed personnel in the classified service shall serve a or 130 paid days probationary period whichever is longer, which shall commence on the worker's first day of employment. Any worker resigning employment during a probationary period shall begin a new probationary period if re-employed.
- B. Probationary workers shall be granted permanent status upon satisfactory completion of the six (6) months or 130 days of paid service probationary period, whichever is longer. The worker shall move to the next higher salary step as provided in Article 6.1 of this Agreement.
- C. Workers (including ten [10] month per year workers) who are actively employed by the District and who work as regular workers fifteen (15) days of any month, or seventy-five percent (75%) of the working days of any month, including holidays, paid sick leave and vacation, shall receive credit for that month toward completion of the probationary period.
- D. Probationary workers shall be evaluated at least once during their probationary period.

14.2 Permanent Probation

- A. Workers who receive a promotion shall be considered to be in "permanent probationary" status in the new classification for a period not to exceed ninety (90) days. These workers continue to have all rights of a permanent worker. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.
- B. Workers in permanent probationary status shall be evaluated at least once during their "probation".
- C. A permanent worker who has served his/her probationary period and then resigns from the District shall not, upon re-employment to the same classification within 39 months, have to serve another probationary period.

14.3 Counseling and Evaluation

A. Counseling:

In the event that a permanent worker's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the worker's immediate supervisor. Counseling shall be used prior to any unfavorable reports in the worker's formal evaluation or before more severe disciplinary action is taken, except where circumstances require immediate action. The worker shall be given reasonable time, and clear instructions or goals for improvement prior to receiving a formal evaluation. A worker is entitled to Union representation at a counseling session.

B. Evaluations (Schedule):

Each unit worker shall be evaluated by his/her immediate supervisor at least in accordance with the following schedule:

1. Probationary Workers:

The worker shall be evaluated before the end of the probationary period which is within 6 months or 130 days of paid service, whichever is longer.

2. Permanent Workers:

The worker shall be evaluated during the month of March or April each school year.

3. Permanent Probationary Worker:

A "permanent probationary" worker in the new classification will be evaluated within ninety (90) days.

C. Evaluations (Process):

Performance evaluation reports shall be filed in the worker's personnel file, subject to limitations in Section 14.4 below. No evaluation shall be placed in any personnel file without an opportunity for discussion between the worker and the evaluator. Workers shall be allowed to review evaluations contained in their personnel file.

All markings and comments must be typed or written in ink. In cases where changes or corrections have been made, they must be initialed by the worker and the evaluator before being placed in the worker's personnel file.

Both the evaluator and the worker must sign the evaluation. Signing an evaluation indicates only that the worker has seen the evaluation but does not imply agreement with the evaluation.

When the worker is no longer supervised by the person preparing the evaluation, the evaluation meeting shall take place at a time mutually agreed upon by both the worker, the previous supervisor and, if applicable, the worker's current supervisor.

D. Evaluations (Content):

Evaluations shall be based on pertinent and factual data. All evaluations shall include goals for professional growth of the worker. Any areas that require improvement shall include specific recommendations for improvement. The Classified Employee Evaluation/Performance Review form attached as Appendix F is the agreed upon form for employee evaluations.

Specific provisions for assisting the worker in accomplishing the goals and/or improvements set forth in the evaluation shall be included.

E. Unscheduled Evaluations:

At any time, a management level supervisor may, with the approval of the

Superintendent, give a worker an unscheduled evaluation. Such evaluations shall be made on prescribed forms and in accordance with Section 14.3(D). They shall be made to recognize outstanding or unsatisfactory service by the worker.

F. Worker Response:

If the worker is not satisfied with his/her performance evaluation, he/she may respond as follows:

1. Any violation of the procedures spelled out in this Article may be appealed through the grievance procedure.
2. If a permanent worker is not satisfied with other aspects of his/her performance evaluation, he/she may appeal to the Superintendent through the procedures set forth in Appendix E.
3. If a permanent worker is still not satisfied with his/her performance evaluation, he/she may have a rebuttal attached to the evaluation contained in his/her personnel file and may make a request for removal after eighteen (18) months as provided in subsection 14.4 (B) below.

14.4 Personnel Files

- A.** Workers shall have the right to review documents contained in their personnel files except for pre-employment information that is held to be confidential. Pre-employment information is defined as ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Upon written authorization by the worker, a Union representative shall be permitted to examine and/or obtain copies of those same materials in the worker's personnel file. Whenever a personnel file is reviewed, an authorized representative of the Personnel Office shall be present to monitor the safekeeping of its contents.
- B.** Any adverse material in the worker's file, including the Performance Evaluation Report, shall be given consideration for removal after eighteen (18) months. Requests for removal must be made in writing to the Superintendent, who will evaluate the request and make the final decision in writing within fifteen (15) working days.

ARTICLE 15 – DISCIPLINE

15.1 Just Cause

Discipline shall be imposed on bargaining unit workers for just cause only. Discipline shall be defined as suspension with or without pay, demotion or termination.

15.2 Probationary Dismissal

Dismissal of probationary workers is at the discretion of the District and such action shall not be subject to the provisions of this Article or Article 13 - Grievance Procedure - except as provided in Section 15.5 below.

15.3 Notification

A. Notice of any discipline action shall be written in ordinary and concise language, and served in person or by registered or certified mail to the worker. A copy of all notices of intent to discipline shall be provided to the Union. The notice shall indicate:

1. the intended disciplinary action;
2. the specific acts or omissions upon which the disciplinary action is based;
3. the rule or regulation which is claimed to have been violated by the worker, if any;
4. the worker's right to a hearing before the Governing Board of the District;
5. the worker's right to be represented at any hearing so requested.

15.4 Administrative Review

In cases of discipline, including termination, demotion or suspension, the notice shall include a statement of the worker's right to respond orally, at a meeting with the Superintendent or designee and the worker's Union representative, and/or in writing. The District shall provide the Union with all written materials which may be used to support the charges which are known to the District at the time the charges are made. Such materials shall be provided when the charges are made in writing. The opportunity to respond to the Superintendent or designee shall be afforded prior to the action becoming effective except in cases where circumstances require immediate action. Should immediate action be required, the worker shall suffer no loss of pay or benefits until such time as the Superintendent or Superintendent designee's decision is received. The Superintendent or designee shall issue a written decision within five (5) working days of the administrative hearing or receipt of written materials, whichever is later.

15.5 Initial Probationary Release

A worker may be disciplined at any time during their probationary period. Such worker is not entitled to a hearing, but shall receive notice of the intended action, and reasons for such action, with a copy to the Union. The worker shall be entitled to meet with the Superintendent to hear the reasons for the proposed termination and to present his/her position before the Superintendent issues a final decision. The worker may have a representative present if the worker so requests.

15.6 Waiver of Hearing

The failure of a worker to request a hearing within fifteen (15) days from receipt of a termination, demotion or suspension notice shall constitute a waiver of the right to a hearing.

15.7 Procedures and Guidelines for Disciplinary Action and Hearings

- A.** If a timely written demand for a hearing is received, the Board of Trustees shall set a time and date for such hearing which is mutually agreeable to the worker and his/her representative. The Superintendent or designee shall present to the Board evidence concerning the intended disciplinary action and the Board shall make its determination.

- B.** If a hearing has been timely requested as provided herein, the worker and his/her representative shall have the right to appear before the Board at the time and date set and shall have the right to present evidence and witnesses and respond to all charges. Failure to appear for the hearing without a reasonable cause after receipt of the notice of hearing date and time shall constitute a waiver of hearing by the worker, and the Superintendent or designee shall proceed with his/her evidence as if no hearing had been requested.

- C.** Any hearing before the Board of Trustees shall be in executive session unless the worker requests a public hearing. The Board's determination of the sufficiency of the cause shall be conclusive.

ARTICLE 16 - VACATION

16.1 Vacation Time Accrual

All classified workers shall accrue vacation leave with pay at the following rates:

1st - 4th year - 1 working day for each month of service

5th - 9th year 1-1/4 working days for each month of service

10th year and 1-2/3 working days for each month of service thereafter A worker absent without pay for more than ten (10) working days in any one (1) month shall not earn vacation days for that month.

16.2 Part-Time Workers

This leave shall be computed for part-time personnel at a proration rate for the number of hours worked.

16.3 Vacation Scheduling

All workers, except those who have not yet completed their initial six (6) months of employment, shall be eligible to take earned vacation as they accrue it, with prior approval of the Superintendent. Efforts shall be made to schedule vacations at times convenient to the worker, provided that the workload within the worker's area of responsibility can be satisfactorily covered by other workers, and the number of workers absent at any given time does not interfere unduly with the workflow. Should more than the number of workers who can reasonably be granted a vacation at the same time request the same vacation times, preference shall be given to the workers with the highest seniority in the District first, and thereafter be rotated.

Workers shall make every effort to schedule vacation time during the school recess periods. Requests for additional vacation time shall be subject to the approval of the Superintendent.

16.4 Anniversary Date

The date of the worker's first day of employment or re-employment with the District shall be the worker's anniversary date for the purpose of this Article.

16.5 Vacation Accumulation

A. Monthly Workers

Monthly workers may carry over a maximum of five (5) days of earned vacation to the succeeding fiscal year. If a unit member has any accrued vacation in excess of five days at the end of a fiscal year, the unit member and his or her immediate supervisor shall meet to attempt to schedule the excess vacation days prior to September 1 of the new school year. If the unit member and supervisor are unable to reach an agreement by September 1, the District may, at its option, either pay the employee for the excess vacation days or require the employee to take the excess vacation days as scheduled by the District.

B. Instructional Time Workers

By September 10 of each year, instructional-time workers will notify the District as to their desire for the current school year to (a) have total vacation time annualized and paid on each monthly check, or (b) have five days vacation accumulate for purposes of carrying-over to the next school year.

16.6 Probationary Workers

Earned vacation time off shall become a vested right upon completion of the initial six (6) month or 130 days of paid service probationary period, whichever is longer. No worker shall be entitled to use vacation leave until he/she has been continuously employed for a period of six (6) months or 130 days of paid service, whichever is longer.

16.7 Vacation Payback

Upon termination for any reason, if a worker has been granted vacation which was not yet earned at the time of termination, the District shall deduct from that worker's final paycheck the full amount which was paid for such unearned days of vacation taken.

16.8 Vacation Payoff

Upon termination for any reason, the worker shall be entitled to compensation for all earned and unused vacation.

ARTICLE 17 - HOLIDAYS

17.1 Scheduled Holidays

The District and the Union agree to the addition of Cesar Chavez's Birthday (March 31) as an additional floating holiday, resulting in two floating holidays for employees rather than one, as follows:

- a. January 1 (New Year's Day)
- b. The third Monday in January (Martin Luther King Day)
- c. March 31 Cesar Chavez Birthday (Option to take as Floating Holiday)
- d. February 12 (Lincoln's Birthday)
- e. The third Monday in February (Washington's Birthday)
- f. The last Monday in May (Memorial Day)
- g. July 4 (Independence Day)
- h. The first Monday in September (Labor Day)
- i. September 9 (Admission Day) (Option to take as Floating Holiday)
- j. Veteran's Day
- k. Thanksgiving Day
- l. The Friday after Thanksgiving
- m. The day before or after Christmas (to be determined mutually between the Union and the District)
- n. December 25 (Christmas Day)
- o. The day before or after New Year's Day (to be determined mutually between the Union and the District)
- p. Days appointed by the President of the United States or the Governor of California in accordance with the Education Code.
- q. Holidays declared by the Board of Trustees in accordance with the Education Code.

A. Determine Dates

Prior to July 1 of any school year, the specific dates of the following holidays shall be determined mutually between the Union and the District. The Board of Trustees may designate other days during such year as the holidays to which classified workers are entitled to in lieu of:

- a. February 12 (Lincoln's Birthday)
- b. The third Monday in February (Washington's Birthday)
- c. The last Monday in May (Memorial Day)
- d. The second Monday in November (Veteran's Day)

B. Floating Holidays

Cesar Chavez and Admission Day Floating Holidays. Each worker shall have two floating holidays during each school year in lieu of Cesar Chavez Day and Admission Day. The worker shall notify the District of the desired date of the floating holidays at least two weeks in advance. No more than two unit members may take the floating holiday on the same pupil attendance day unless the Superintendent grants specific approval. No worker may elect a floating holiday to coincide with a staff development day.

17.2 Eligibility

A classified worker covered by this Agreement is entitled to the paid holidays set forth in Section 17.1, provided that the holiday falls between the worker's first day of service and his/her last day of service during the school year, and he/she is in paid status during any portion of the working day immediately preceding or following the holiday. Those workers whose regularly scheduled work days coincide with the students' schedule need not be in paid status on the day preceding or following the holiday in order to qualify for holiday pay if the holiday falls within the school year.

17.3 Saturday/Sunday Holidays

When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When the holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

17.4 Holiday Pay

Any work performed on a holiday shall be paid at one and one-half (1½) times the worker's regular rate of pay, in addition to holiday pay.

ARTICLE 18 - SAFETY CONDITION OF EMPLOYMENT

A worker shall not be required to engage in an activity that could reasonably be deemed hazardous to life or limb. When conditions seriously threaten bodily harm, the worker should report these conditions to the office of the Superintendent as soon as possible. The worker shall submit a written report on the Safety Report form provided by the District. The worker shall be given a written response within three (3) workdays of any actions taken by the District to remedy the hazardous condition or the reasons why no action is being taken, as appropriate.

ARTICLE 19 - SUBCONTRACTING

- 19.1** The District recognizes worker concerns about subcontracting resulting in loss of job security. The District will continue to use existing staff in performing needed services. However, the District reserves the right to subcontract for services when necessary.
- 19.2** Services normally performed by existing workers shall continue to be assigned to those workers, except in the case where such assignments would be excessive. When the classified worker staff is being used in full force and additional services are necessary, these services may be subcontracted.
- 19.3** Should subcontracting become necessary for bargaining unit work, it shall be work that is in addition to work normally performed by bargaining unit members, short-term in nature, and shall not displace bargaining unit workers through reduction in hours of any bargaining unit worker or reduction in number of bargaining unit positions.

ARTICLE 20 - EFFECT OF AGREEMENT

20.1 Full Exchange

The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands or proposals and counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

20.2 Full Agreement

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the District and the Union. This Agreement supersedes all previous personnel handbooks. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement which are included in the official Rules and Regulations Governing Classified personnel adopted October 15, 1985, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The

parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed, except as provided by law. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the District that will affect members of the bargaining unit, the Union shall be afforded all possible notice and the

District will meet with the Union to discuss the proposed change if in accordance with the Union's rights under the law.

20.3 Signed Copies

There will be two signed copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the exclusive representative.

ARTICLE 21 - NO STRIKE, NO LOCKOUT

The Union and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Union, in consideration of the terms and conditions of this Agreement, will not engage in any concerted work stoppage. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.

ARTICLE 22 - SUCCESSOR AGREEMENT

The parties hereto agree to enter into negotiations over a successor agreement no later than ninety (90) days prior to the expiration of this Agreement. Any agreement so negotiated shall be reduced to writing and ratified by the parties hereto.

ARTICLE 23 - SAVINGS CLAUSE

If any provision(s) of this Agreement is held to be contrary to law by any court of competent jurisdiction, such provision(s) will be deemed invalid except to the extent permitted by law. All other provisions will continue in full force and effect and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision(s).

ARTICLE 24 - DURATION OF AGREEMENT and RE-OPENERS

TERM and REOPENERS

1. The parties agree that this Agreement completely resolves negotiations for the 2022-2023 school year with no reopeners.
2. This Agreement extends the collective bargaining for three years, 2016-2017 through and including 2018-2019.
3. For the 2023-2024 school year, the entire collective bargaining agreement may be reopened for negotiations by the parties.

**FOR SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL
521/CLC:**

FOR ORCHARD SCHOOL DISTRICT:

SEIU Representative

District Representative

SEIU Representative

District Representative

DATE

DATE

**APPENDIX B
2015-16 SALARY SCHEDULE AND JOB CLASSIFICATIONS**

ORCHARD SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2015-16									
									6.00%
CLASSIFICATION	Annual Work Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
AIDE I / YARD DUTY FOOD SERVICE WORKER I	182 Days 182 Days	\$13.05	\$14.19	\$15.29	\$16.34	\$17.74	\$19.06	\$19.57	\$20.03
AIDE II SPECIAL ED BILINGUAL AIDE FOOD SERVICE WORKER II	182 Days 182 Days 182 Days	\$14.14	\$15.34	\$16.74	\$17.96	\$19.44	\$20.96	\$21.48	\$22.03
BEHAVIOR MANAGEMENT TECHNICIAN	182 Days	\$22.02	\$23.12	\$24.28	\$25.49	\$26.76	\$28.11	\$29.50	\$30.99
MEDIA INSTRUCTIONAL TECH OFFICE ASSISTANT/ PAYROLL TECHNICIAN	194 Days 260 Days	\$14.72	\$15.97	\$17.41	\$18.69	\$20.22	\$21.83	\$22.36	\$22.92
CUSTODIAN (DAY) FOOD SERVICE WORKER III	260 Days* 182 Days	\$15.21	\$16.51	\$18.11	\$19.67	\$21.36	\$23.25	\$23.82	\$24.42
CUSTODIAN (NIGHT) SCHOOL OFFICE SPECIALIST	260 Days* 225 Days	\$16.29	\$17.71	\$19.38	\$21.04	\$22.87	\$24.88	\$25.49	\$26.12
BUILDING FOREMAN	260 Days*	\$24.77	\$25.98	\$27.32	\$28.66	\$30.09	\$31.60	\$33.17	\$34.84
CAMPUS SAFETY/ACTIVITIES FAC.	182 Days	\$29.13	\$30.58	\$32.10	\$33.70	\$35.39	\$37.16	\$39.02	\$40.97
LONGEVITY	BEGINNING OF THE 10TH YEAR			93.62	PER MONTH				
	BEGINNING OF THE 15TH YEAR			130.507	PER MONTH				
	BEGINNING OF THE 20TH YEAR			167.353	PER MONTH				
	BEGINNING OF THE 25TH YEAR			204.241	PER MONTH				
NOTES	#1. MONTHLY RATE FOR 12 MO(*) POSITIONS IS COMPUTED BY MULTIPLYING HOURS PER DAY X 260 DAYS DIVIDED BY 12.								
	MONTHLY RATE FOR ALL OTHER POSITIONS IS COMPUTED BY MULTIPLYING HRLY RATE								
	#2. TIMES HOURS PER DAY X ANNUAL WORK DAYS + HOLIDAYS + VACATION DAYS DIVIDED BY 10.								

Approved 4/19/16

**APPENDIX B
2016-17 SALARY SCHEDULE AND JOB CLASSIFICATIONS**

ORCHARD SCHOOL DISTRICT

3.00%									
CLASSIFICATION	Annual Work Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
AIDE I / YARD DUTY FOOD SERVICE WORKER I	182 Days 182 Days	\$13.44	\$14.61	\$15.75	\$16.83	\$18.27	\$19.63	\$20.16	\$20.64
AIDE II SPECIAL ED BILINGUAL AIDE FOOD SERVICE WORKER II	182 Days 182 Days 182 Days	\$14.57	\$15.80	\$17.24	\$18.50	\$20.02	\$21.59	\$22.13	\$22.70
BEHAVIOR MANAGEMENT TECHNICIAN	182 Days	\$22.68	\$23.81	\$25.01	\$26.26	\$27.56	\$28.95	\$30.38	\$31.92
MEDIA INSTRUCTIONAL TECH OFFICE ASSISTANT	194 Days 260 Days	\$15.16	\$16.45	\$17.93	\$19.25	\$20.82	\$22.48	\$23.03	\$23.61
CUSTODIAN (DAY) FOOD SERVICE WORKER III	260 Days* 182 Days	\$15.67	\$17.01	\$18.65	\$20.26	\$22.01	\$23.94	\$24.53	\$25.16
CUSTODIAN (NIGHT) SCHOOL OFFICE SPECIALIST	260 Days* 225 Days	\$16.78	\$18.24	\$19.96	\$21.67	\$23.55	\$25.62	\$26.26	\$26.91
BUILDING FOREMAN	260 Days*	\$25.51	\$26.76	\$28.14	\$29.52	\$30.99	\$32.55	\$34.17	\$35.88
CAMPUS SAFETY/ACTIVITIES FAC.	182 Days	\$30.00	\$31.49	\$33.06	\$34.71	\$36.45	\$38.28	\$40.19	\$42.20
LONGEVITY <i>prorated by FTE</i>	BEGINNING OF THE 10TH YEAR			96.43	PER MONTH				
	BEGINNING OF THE 15TH YEAR			134.42	PER MONTH				
	BEGINNING OF THE 20TH YEAR			172.37	PER MONTH				
	BEGINNING OF THE 25TH YEAR			210.37	PER MONTH				
NOTES	#1. MONTHLY RATE FOR 12 MO(*) POSITIONS IS COMPUTED BY MULTIPLYING HOURS PER DAY X 260 DAYS DIVIDED BY 12.								
	#2. MONTHLY RATE FOR ALL OTHER POSITIONS IS COMPUTED BY MULTIPLYING HRLY RATE TIMES HOURS PER DAY X ANNUAL WORK DAYS + HOLIDAYS + VACATION DAYS DIVIDED BY 10.								

Approved 4/19/16

2021-22 SALARY SCHEDULE AND JOB CLASSIFICATIONS

ORCHARD SCHOOL DISTRICT

3.00%											
CLASSIFICATION	Annual Work Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
AIDE I/ YARD DUTY FOOD SERVICE WORKER I	182	\$16.55	\$17.10	\$18.44	\$19.69	\$21.39	\$22.98	\$23.59	\$24.15	\$24.88	\$25.63
AIDE II SPECIAL ED BILINGUAL AIDE FOOD SERVICE WORKER II	182 182 182	\$17.05	\$18.49	\$20.18	\$21.65	\$23.44	\$25.28	\$25.91	\$26.57	\$27.36	\$28.18
BEHAVIOR MANAGEMENT TECHNICIAN IT SUPPORT SPECIALIST	182 200	\$26.56	\$27.87	\$29.28	\$30.74	\$32.26	\$33.90	\$35.56	\$37.36	\$38.49	\$39.63
MEDIA INSTRUCTIONAL TECH YARD SUPERVISOR II	194 182	\$17.74	\$19.25	\$20.99	\$22.54	\$24.37	\$26.32	\$26.95	\$27.64	\$28.47	\$29.32
CUSTODIAN (DAY) FOOD SERVICE WORKER III	248 182	\$18.34	\$19.90	\$21.84	\$23.71	\$25.76	\$28.03	\$28.72	\$29.45	\$30.33	\$31.24
CUSTODIAN (NIGHT)	248	\$19.64	\$21.35	\$23.36	\$25.37	\$27.57	\$30.00	\$30.74	\$31.49	\$32.44	\$33.41
ADMINISTRATIVE ASSISTANT SCHOOL OFFICE SPECIALIST	varies	\$20.62	\$22.42	\$24.53	\$26.63	\$28.95	\$31.50	\$32.28	\$33.06	\$34.06	\$35.08
BUILDING FOREMAN	248	\$29.87	\$31.32	\$32.95	\$34.56	\$36.28	\$38.10	\$40.00	\$42.00	\$43.26	\$44.55
OCCUPATIONAL THERAPIST	182	\$52.98	\$54.57	\$56.21	\$57.90	\$59.63	\$61.42	\$63.26	\$65.16	\$67.12	\$69.13
LONGEVITY <i>prorated by FTE</i>		BEGINNING OF THE 10TH YEAR	100.00	PER MONTH							
		BEGINNING OF THE 15TH YEAR	140.00	PER MONTH							
		BEGINNING OF THE 20TH YEAR	180.00	PER MONTH							
		BEGINNING OF THE 25TH YEAR	220.00	PER MONTH							
NOTES		#1. MONTHLY RATE FOR 12 MO(*) POSITIONS IS COMPUTED BY MULTIPLYING HOURS PER DAY X 260 DAYS DIVIDED BY 12. #2. MONTHLY RATE FOR ALL OTHER POSITIONS IS COMPUTED BY MULTIPLYING HRLY RATE TIMES HOURS PER DAY X ANNUAL WORK DAYS + HOLIDAYS + VACATION DAYS DIVIDED BY 11.									

Board approved 05/24/2018
 Revised 06/11/2019
 Board Approved 09/3/2019

APPENDIX C
PERS TAX DEFERMENT
Memorandum of Understanding #1
between
Service Workers Local 521, SEIU, AFL-CIO
and
Orchard School District
RE: PERS Tax Deferment

The purpose of this Agreement is to implement the provisions contained in 414(h) (2) of the Internal Revenue Code concerning the tax treatment of worker retirement contributions paid by the Orchard School District on behalf of workers in the bargaining unit. Pursuant to Section 414(h) (2), contributions to a pension plan, paid by the employer in lieu of contributions by the worker, under circumstances in which the worker does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the taxable gross income of the worker until these amounts are distributed or made available to the worker.

Implementation of Section 414(h) (2) is accomplished through a reduction in wages pursuant to the provisions of the Article.

Definitions

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

- A. "Worker"**. The term "worker" shall mean a worker of Orchard School District in the Classified Bargaining Unit who makes worker contributions to the PERS retirement system.
- B. "Worker Contributions"**. The term "worker contributions" shall mean those contributions to the PERS retirement system, which are deducted from the salary of each worker and credited to an individual worker's account.
- C. "Employer"**. The term "employer" shall mean the Orchard School District.
- D. "Gross Income"**. The term "gross income" shall mean the total compensation, paid to workers in the Classified Bargaining Unit by the employer, as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue code and the Internal Revenue Service.
- E. "Participating Worker"**. The term "participating worker" shall mean a worker who does not irrevocably elect to be excluded from employer pick-up. The election shall be on a one-time basis only.
- F. "Retirement System"**. The term "retirement system" shall mean the PERS retirement system as made applicable to the Orchard School District under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
- G. "Wages"**. The term "wages" shall mean the compensation prescribed in this Agreement.

Pick-Up of Worker Contributions

- A.** Pursuant to the provisions of this Agreement, the employer shall make worker contributions on behalf of participating workers, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of worker contributions.
- B.** Worker contributions made under Paragraph A of this Agreement shall be paid from the same source of funds as used in paying the wages to affected workers.
- C.** Worker contributions made by the employer under Paragraph A of this Agreement shall be treated for all purposes other than taxation in the same manner and to the same extent as worker contributions made prior to the effective date of this Agreement.
- D.** A participating worker does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

Wage Adjustment

Notwithstanding any provisions in the Agreement on the contrary, the wages of workers shall be reduced by the amount of worker contributions made by the employer pursuant to the provisions hereof.

Limitations to Operability

This Agreement shall be operative only as long as the Orchard School District pick-up of worker retirement contributions continues to be excludable from gross income of the worker under the provisions of the Internal Revenue Code.

Waiver

In the event it is determined that these monies are treated as wages and taxes by the IRS and/or Franchise Board, the tax burden shall fall upon the workers and the parties shall meet to discuss whether or not to revert to the former PERS system.

Executed on December 9, 1988.

FOR SERVICE WORKERS

LOCAL 521

/s/ B.W. Smith

6/4/92

FOR ORCHARD SCHOOL

DISTRICT

/s/ Vicky Riddle

6/4/92

APPENDIX D CATASTROPHIC LEAVE PROVISIONS

Personnel

BP 4161.9, 4261.9, 4361.9 (a)

CATASTROPHIC LEAVE PROGRAM

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued vacation and/or sick leave credits to that employee under the specific requirements of the district's catastrophic leave program.

Donations made under the catastrophic leave program shall be strictly voluntary.

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

1. An employee who is, or whose family member is suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.
2. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Education Code 44043.5).
3. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness (Education Code 44043.5). Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
4. The Superintendent or designee shall determine:
 - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
 - b. That the employee has exhausted all accrued paid leave credits (Education Code 44043.5).
5. When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits (Education Code 44043.5).
6. The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request. Employees may use standard leave request form for this purpose.
7. Any employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight (8) hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable (Education Code 44043.5).
8. To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise,

donors shall not reduce their accumulated sick leave to fewer than days/hours of accruable leave in one (1) year's time.

9. Benefitting employees may use donated leave credits for a maximum of twelve (12) consecutive months, at the discretion of the Superintendent or designee. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who is eligible for catastrophic leave.
10. An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program (Education Code 44043.5).
11. The Superintendent or designee shall ensure that all donations are confidential.

Legal Reference:

EDUCATION CODE

44043.5 Catastrophic leave

APPENDIX E
EVALUATION APPEALS
Side letter of Understanding
between
Service Workers Local 521, SEIU AFL-CIO
and
Orchard School District

A permanent bargaining unit member who believes that a performance evaluation contains nonfactual or misleading comments may request a review by the Superintendent.

The request must be in writing and must include any information pertinent to the issue.

Within fifteen (15) calendar day of the request, the Superintendent shall meet with the affected worker to discuss the matter. The worker may be accompanied by a Union representative.

Within fifteen (15) calendar days of the meeting with the worker, the Superintendent shall issue a written determination on the matter. The decision of the Superintendent shall be final.

FOR THE UNION

Date:

FOR THE DISTRICT

Date:

APPENDIX F
ORCHARD SCHOOL DISTRICT
CLASSIFIED EMPLOYEE
EVALUATION/PERFORMANCE REVIEW

Employee Name	Classification	Range/Step	Department	Due Date
---------------	----------------	------------	------------	----------

TYPE OF EVALUATION:

Annual (March – April) Unscheduled Probationary (within 6 months or 130 days of paid service, whichever is longer) _____

Instructions: Using the Examples of Descriptors as guidelines, conference with the employee regarding job performance. After conference with the employee, choose the rating which is most descriptive of employee's performance. Add narrative to clarify the rating in each category. When final Evaluation/Performance Review is given to employee, employee may request a second conference.

1. WORK RESPONSIBILITIES

Examples of Descriptors:

- | | |
|---------------------------------|-----------------------------|
| Uses time wisely | Uses technology effectively |
| Follows Directions | Takes care of equipment |
| Meets deadlines | Complies with rules |
| Works without close supervision | Maintains work area |

NARRATIVE: Add narrative to clarify the rating in each category.

RATING: Choose the rating which is most description of the employee’s performance.

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

2. JOB PERFORMANCE

Examples of Descriptors:

- | | |
|--------------------------|------------------------------|
| Makes Sound Decision | Is effective under pressure |
| Uses high level of skill | Requires minimal supervision |
| Is accurate and thorough | Uses good judgment |

NARRATIVE: Add narrative to clarify the rating in each category.

RATING: Choose the rating which is most descriptive of the employee's performance.

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

3. INTERPERSONAL SKILLS

Examples of Descriptors:

Works cooperatively and effectively with students, staff and public.

Coordinates work with co-workers

Promotes good relations even in difficult situations.

NARRATIVE: Add narrative to clarify the rating in each category.

RATING: Choose the rating which is most descriptive of the employee's performance.

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

4. ATTENDANCE AND PUNCTUALITY

Examples of Descriptors:

Arrives and departs at assigned times

Follows proper procedures to report absences.

NARRATIVE: Add narrative to clarify the rating in each category.

RATING: Choose the rating, which is most descriptive of the employee's performance.

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

5. WORK INTEREST

Examples of Descriptors:

Makes suggestions to improve effectiveness.

Volunteers participation in training.

NARRATIVE: Add narrative to clarify the rating in each category.

RATING: Choose the rating, which is most descriptive of the employee's performance.

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

NARRATIVE:

A. Identify this employee's strengths:

B. Identify Goals (to be written during conference with employee):

OVERALL EVALUATION/PERFORMANCE

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

FOR PROBATIONARY EMPLOYEES ONLY: I recommend this employee for continuing employment.

YES _____

NO _____

EVALUATOR OF RECORD:

TITLE: _____

DATE: _____

REVIEWER'S SIGNATURE (If required):

EMPLOYEE: I certify this report has been discussed with me. I understand my signature has does not necessarily indicate agreement and that I may prepare a written response within 30 days, which will be attached to this evaluation in my personnel file.

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

REVISED 1/15/2014