AGREEMENT

Between

American Federation of State, County and Municipal Employees AFL-CIO

AFSCME
Oak Grove School District Chapter

And

Oak Grove School District

OAK GROVE SCHOOL DISTRICT

November 1, 2016 – October 31, 2019

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Contract Notes for upcoming bargaining
- clarify time period in which employer has to discipline employee

ARTICLE 1 – RECOGNITION

1.1 The District confirms its recognition of AFSCME Council 57, Local 101, as the exclusive representative for that unit of workers listed below:

OPERATIONS & SERVICE UNIT
Food Service Coordinator
Food Service Worker III
Food Service Worker II
Food Service Worker I
Master (Lead) Mechanic
Equipment Mechanic
Bus Driver Dispatcher
Bus Driver
Floater Bus Driver
Transportation Utility Worker/Sanitation Truck Operator
Senior (Lead) Storekeeper
Storekeeper I
Electrician
Plumber
Skilled Trades Worker
Building Maintenance Worker
Sprinkler Maintenance Worker
Lead Grounds Worker
Grounds Equipment Operator
Gardener
Lead Custodian
Custodian (Midday, Night, and Roving)
Delivery Specialist Delivery Specialist II
Lead Delivery Specialist

1.2 This recognition shall not include District workers the Board designates as management, supervisory, or confidential, subject to PERB regulations. The Union shall have the right to meet and confer with the District when the Union disagrees with the Board's determination. Disputed cases may be submitted to the PERB for resolution.

1.3 If the District creates a new non-supervisory position within an existing class covered by this Agreement, the position shall be covered by this Agreement. If the District creates a new classification, the District will prepare a job description, set a compensation level, and employ someone in the position after consulting with all interested parties. Disputed cases concerning inclusion in the bargaining unit may be submitted to PERB for final determination. Negotiable matters will, upon request, be negotiated.

ARTICLE 2 – WORKER RIGHTS

2.1 The District acknowledges that every worker in the bargaining unit shall have the right to freely join and participate in the activities of AFSCME, Local 101.

2.2 The District will not directly or indirectly discourage or interfere with workers in the exercise of their rights under the provisions of the Government Code or any other laws or regulations.

2.3 The District and AFSCME, Local 101 agree not to unlawfully discriminate as to age, sex, sexual orientation, gender, marital status, physical disability, medical condition, race, color, creed, national origin, ancestry, union activity, or political affiliation.

2.4 Access To New Employee Orientations and Contact Information

2.4.1 Access to New Employee Orientations

2.4.1.1 "New Employee Orientation" shall be defined as a meeting by the District with a new employee in a position represented by AFSCME that is held as part of the onboarding process – and which is commonly referred to by the parties as the "onboarding meeting" – and that is held within the first 30 days following the new employee's hiring.

2.4.1.2 The parties agree that AFSCME shall be afforded the opportunity to meet with a new unit employee or new employees in a group setting during one New Employee Orientation meeting. In the event there are more than one New Employee Orientation meetings held for an individual employee, the District will designate the New Employee Orientation meeting at which AFSCME will be granted access.

2.4.1.3 The District shall provide AFSCME with advance written notice – including via email – to the President, Vice President, and Secretary/Treasurer of AFSCME of the designated New Employee Orientation at which it will have access. The notice of the initial on-boarding meeting date will be provided by the District to the above AFSCME representatives on the same day the District notifies the new employee of the date of his/her onboarding meeting. The notice will include the name(s) of the new unit employee(s) who will be attending the New Employee Orientation, the location of the orientation, and the time set aside for AFSCME access.

2.4.1.4 At the designated New Employee Orientation, one AFSCME representative will be provided with 20 minutes access to meet with the new employee(s) immediately following the District's portion of the New Employee Orientation meeting. The District shall provide AFSCME with a space for this access meeting at the same location at which the New Employee Orientation is held. AFSCME shall have the right to provide an electronic presentation that is no more than 20 minutes in length to the District to be used in lieu of an AFSCME representative personally attending a New Employee Orientation meeting. AFSCME may distribute packets to new employees in its bargaining unit at this presentation.

2.4.1.5 Nothing in this Side Agreement grants AFSCME the right to attend any other portion of any New Employee Orientation aside from the portion specifically designated by the District for AFSCME's access. Similarly, the District will not attend have a management or supervisory employee attend AFSCME's portion of the New Employee Orientation meeting.

2.4.1.6 If, after receiving written notice of the designated New Employee Orientation for a new unit employee, AFSCME fails to attend the designated access period, no additional New Employee Orientation access periods will be provided by the District for that employee.

2.4.2 Unit Employee Contact Information

2.4.2.1 The District shall provide AFSCME with the name, job title, department, work location, work telephone number, home telephone number (if applicable and/or in the District's possession), personal cellular numbers (if applicable and/or in the District's possession), personal email addresses (if applicable and/or in the District's possession), and home address (if applicable and/or in the District's possession) on file with the District of any newly hired unit employee within 30 days of the date of hire or by the first pay period of the month following hire, whichever is later.

2.4.2.2 The District shall provide AFSCME with the name, job title, department, work location, work telephone number, home telephone number (if applicable and/or in the District's possession), personal cellular numbers (if applicable and/or in the District's possession), personal email addresses (if applicable and/or in the District's possession), and home address (if applicable and/or in the District's possession) on file with the District of all unit personnel on the last working day of September, January, and May.

2.4.2.3 The District will exclude an employee's home address, home telephone number, personal cellular number, and personal email address, from the contact information being provided to AFSCME under Section 2(a) and (b), for any bargaining unit employee who provides a written request that such contact information not be provided to AFSCME.

2.4.3 Grievances

Any alleged violation, misinterpretation, or misapplication of the terms of this Section 2.4, shall be subject to the dispute resolution process set forth in Article 13 of the parties' collective bargaining agreement, except that only AFSCME – through its Business Agent – and not individual bargaining unit employees may file a grievance under this Section 2.4.

2.5 The District agrees to notify new workers employed in any class for which the AFSCME, Local 101 has been designated as the exclusive representation that AFSCME, Local 101 is their exclusive representative under the Rodda Act. The District shall provide copies of this Agreement to every newly employed worker at the time of employment.

2.6 Mutual Respect

2.6.1 Mutual Respect: The workplace shall be one where each extends to the other mutual respect. In the event that either party (Union or District) identifies a problem, the parties (Union and District) shall meet to work to resolve the problem and, where appropriate, to determine what actions are necessary to ensure that workplace relations are courteous and consistent with the principles of mutual respect.

2.6.2 If the problem is worker to worker, a worker may notify his/her supervisor in order to schedule a meeting regarding mutual respect. Any participant in such a meeting may request and receive Union representation, or the District may ask the Union for assistance in resolving the conflict.

2.6.3 The results of the meetings under this section shall not be grievable.

ARTICLE 3 – ORGANIZATIONAL RIGHTS

3.1 Organizational Security

3.1.1 Dues/Fee Deduction

The District agrees to deduct from the pay of all bargaining unit workers such AFSCME, Local 101 dues or agency fees authorized in writing by the worker and prescribed by the Union. Said deductions shall be paid to AFSCME, Local 101 monthly, together with a written statement of the names and amounts deducted. These dues or agency fees shall be deducted from all wages paid to the worker including the following: retroactive pay, back pay settlements, work-out-of-class pay, regardless of when paid.

3.1.2 PEOPLE Check Off

Any worker may sign and deliver to the District an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality ("PEOPLE"). The District agrees to remit to the Union on a monthly basis all money deducted for PEOPLE as well a list of employees for whom such deductions have been made. An employee's authorization may be provided to the District at anytime; however, the authorization will not be effective unless provided at least two weeks prior to the close of the District's payroll period. An employee's authorization may be revoked at anytime.

3.1.2 Agency Shop

3.1.2.1 All bargaining unit workers shall either be members of AFSCME, Local 101, or pay AFSCME, Local 101, an agency fee set by the Union.

3.1.2.2 All workers in the unit who have authorized a Union dues, agency fee, or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued.

3.1.2.3 All new unit workers affected by this provision may authorize payroll deduction in the same manner as provided in Section 3.1.1 of this Article.

3.1.2.4 Any unit worker who is not a member of AFSCME, Local 101 shall have the right to pay the agency fee directly to the union in lieu of having the agency fee deducted from his/her salary. AFSCME, Local 101 shall give written notice to those workers that they have thirty (30) days to pay the agency fee directly to AFSCME, Local 101. AFSCME, Local 101 shall notify the District of the names of all unit workers who did not submit a written authorization for dues deduction and who have not paid the agency fee directly to AFSCME, Local 101. Upon notification by AFSCME, Local 101, the District will deduct the agency fee from the worker's pay check.

3.1.2.5 Charity Fee Deduction

To qualify for the religious objection in lieu of paying dues or an agency fee, the worker must certify to AFSCME, Local 101 and the District that he/she is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or

financially supporting employee organizations. Such exempt unit worker will be required to submit to AFSCME, Local 101 and the District a notarized letter signed by an official of the bona fide religious body certifying that person's membership in the religious organization. The deduction shall not be forwarded to the charity until AFSCME, Local 101 has notified the District that it has approved of the exemption. AFSCME, Local 101 will receive from the District quarterly proof of payment to one (1) of the below listed charitable funds of an amount equivalent to the agency fee. The charity fee deduction may be made to one (1) of the following:

3.1.2.5.1 Gardner Family Health Network, Inc.
3.1.2.5.2 Building Peaceful Families
3.1.2.5.3 MLK National Foundation

If an employee that holds a religious objection pursuant to this section requests AFSCME to use the grievance procedure or arbitration process on the employee's behalf, AFSCME is authorized to charge the employee for the reasonable cost of using such procedures.

3.1.2.6 Reports

The District shall forward to the Union no later than the 10th of each month a report showing the worker's name, social security number, bargaining unit, membership status (M, A, or C-to be shown as soon as possible), pay rate, dues or fee paid, and any adjusted dues included in that month's payment. Such report shall also include the total amount of monies sent in each dues/fee category and full total remitted.

3.1.2.7 Reinstatement

Upon reinstatement, recall or return to the bargaining unit of any worker, the District will resume or initiate dues, agency fee or charity fee deduction for such unit member.

3.1.2.8 Hold Harmless

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

3.1.2.9 Forfeiture of Deduction

If, after all involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay deduction of Union dues, agency fee or charity fee required by this article, no such deduction shall be made for the current pay period.

3.1.2.10 Financial Documentation

AFSCME, Local 101 shall annually provide the District with detailed financial documentation which shall meet the requirements of the Government Code and/or PERB regulations.

3.2 Bulletin Board Space

AFSCME, Local 101 shall have the right to post notices of activities in matters of AFSCME, Local 101 concern without any censorship of content on the institutional bulletin board. Bulletin boards shall be provided in each school district building in an area frequented by unit members.

AFSCME, Local 101 shall be permitted use of the District mail boxes for communications to unit members regarding matters with which AFSCME, Local 101 is involved; however, the Union shall not use the District's internal mail service to carry documents which cross postal lines.

3.3 Meeting Space/Meetings

AFSCME, Local 101 shall have the right to use institutional facilities including audiovisual equipment at reasonable hours for meetings, scheduling such use with the principal or the principal's designee at the school, provided that this shall not interfere with nor interrupt normal or scheduled school operations. Should special custodial services be required or should there be any damage in excess of normal wear, the District shall make a reasonable charge for such services or damage. In no event will AFSCME, Local 101 meetings be held during the prescribed workday of the unit members attending the meetings (excluding the duty-free lunch period or breaks).

3.4 AFSCME, Local 101, Access to Work Stations

Duly authorized representatives of AFSCME, Local 101 shall have the right to transact official AFSCME, Local 101, business on District property at all reasonable times provided that this shall not interfere with normal District operations. The representative will notify office personnel at the site when on District premises during normal business hours. AFSCME will provide a list of authorized representatives to the District on an annual basis and anytime when there is a change in who is a duly authorized representative of AFSCME.

3.5 Attendance at Committee Meetings

When the District forms committees for which the District requests representatives from the classified service, AFSCME, Local, 101 shall have the right to appoint the number of unit member representatives requested. Any worker appointed by AFSCME, Local 101 to serve on a designated District committee shall not suffer loss of compensation at such meetings held during the worker's prescribed workday.

3.6 Release Time for Negotiations

AFSCME, Local 101, and the District agree to meet and negotiate at mutually agreed times as often as is necessary to complete the negotiation process under the provisions of the Educational Employment Relations Act. The AFSCME, Local 101 negotiating team will be entitled to paid release time for purposes of attending negotiation sessions with the District. Release time will be provided for all workers on the negotiating team. Night or p.m. shift negotiators shall be released for the same number of hours as was used in negotiations up to seven and one-half (7 1/2) hours per shift.

3.7 Contracting Out

3.7.1 The District agrees not to contract out work that has been done customarily and routinely by bargaining unit members if that contracting out occurs within eighteen (18) months of layoffs or reduction in regularly assigned hours of those classifications where there were layoffs or reductions in assigned hours. The District also agrees not to contract out work if that contracting out results in layoffs or reduction in regularly assigned hours and/or wages of those classifications where there were layoffs or reductions in assigned hours within eighteen (18) months following the contracting out. The District reserves the right to contract out work in compliance with applicable law as well as in emergency conditions, including the extended absence of a worker for whom no qualified substitute is available.

3.8 Use of Community Volunteers

3.8.1 Volunteer groups will submit plans for the proposed project to the District. The proposed plan for the volunteer project must be submitted to the District a minimum of 10 work days prior to the project. This provision does not apply to parent volunteers who provide food for class parties or school events which occur during the regular school day while students are in attendance, and which do not involve the use of ovens or stoves. The following information must be included:

3.8.1.1 Name of volunteer group and affiliation
3.8.1.2 Name and telephone number of project leader
3.8.1.3 Proposed dates and times of proposed project
3.8.1.4 Names of participants (if known)
3.8.1.5 A description of the proposed project

3.8.2 Assignment of Projects

3.8.2.1 For projects that involve work deemed to be customarily and routinely performed by bargaining unit workers, an appropriate bargaining unit worker(s) will be assigned to work with the volunteers.

3.8.2.2 Workers will be offered these assignments on a seniority rotation basis. Such assignments shall be voluntary if scheduled on a day when the worker is not scheduled to work.

3.8.2.3 Workers will be paid for the assignments at the appropriate rate of pay for the greater of four (4) hours or the actual hours worked.

3.8.2.4 In the event of cancellation of the project, workers must be given twenty-four (24) hours notice or the worker will be paid for four (4) hours.

3.8.3 The Union Business Agent and the Chapter President will be notified by the District when a volunteer project is approved if it involves work customarily and routinely performed by bargaining unit workers. For projects that do not involve work customarily and routinely performed by bargaining unit workers, the District is not required to provide notice to the Union. The Union Business Agent and Chapter President shall have five (5) working days from the receipt of notification to notify the District of any concerns regarding projects involving work customarily and routinely performed by bargaining unit workers. Notification to the Union Business Agent shall be by certified mail, fax, or e-mail. Notification to the Chapter President shall be by certified mail or hand delivery.

3.8.4 At the end of the five (5) day period, if the Union has not raised any concerns, the project may commence. If the Union raises concerns within the five (5) day period, it must do so in writing and provide the concerns to the Chief Operations Officer. The District agrees to meet with the Union within three (3) days of its receipt of the concerns to discuss those concerns. At the conclusion of the meeting, the District shall render a final decision regarding whether to approve, reject or modify the proposed project. If approved or modified the project may commence immediately. The District's decision to approve, reject or modify the proposed project shall not be grievable; however, alleged procedural violations of Article 3.8 shall be subject to the grievance procedure.

3.9 Release Time For Union Sponsored Training

Union Stewards and Officers shall be allowed a reasonable amount of paid release time each month to participate in Union sponsored training. At least 7 work days prior to the Union sponsored training, the Union Stewards and Officers must submit a written request to the District requesting release time to attend the training. The request must include the agenda for the training, the date, time, and length of the training. Within 3 work days of receipt of the request, the District will notify the employees whether their request has been granted. Unless otherwise agreed to in writing by the District, no more than one Union Steward/Officer per classification in each respective Department (i.e., Maintenance/Grounds, Food Services, and Transportation) may be released to attend Union sponsored training under this Section.

ARTICLE 4 – HOURS AND OVERTIME

4.1 Workdays

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. Food Service workers shall be assigned a minimum of two and one-quarter (2 1/4) hours a day.

The District will not implement any reduction in assigned work hours for sixty-eight (68) days after notifying the Union. During this 68-day period, the parties agree to meet and negotiate over negotiable matters. After sixty-eight (68) days, the District may implement the reduction but must continue to negotiate until negotiations are complete.

4.1.1 Substitute Work

4.1.1.1 Regular workers at a job site shall be offered the first opportunity to substitute for absent workers within the same family at that site provided that the assumption of the added work does not interfere with the performance of the regularly assigned duties of the worker, does not require overtime, the worker is qualified to perform the work of the absentee, and that the substitution is less than twenty (20) workdays.

4.1.1.2 Night Custodians--Substituting on First Day of Unscheduled Absence by Lead

4.1.1.2.1 Night custodians who do not wish to be called to substitute for lead custodians at their job site with less than eight (8) hours notice shall fill out a form indicating they should not be called.

4.1.1.2.2 When the lead custodian calls in absent on the first day, the regular night custodian at the site will be called to substitute.

4.1.1.2.3 If the night custodian turns downs the opportunity to substitute three (3) times in six (6) months, the District will take the custodian off the list to substitute for the first day of unscheduled absences. After six (6) months off the list, the night custodian will return to the list.

4.1.1.2.4 If the night custodian is out ill or on vacation, it shall not count as a refusal.

4.1.1.2.5 The District shall make every effort to call night custodians to substitute for lead custodians on the first

day of unscheduled absence, but this Section (4.1.1.2) shall not be subject to the grievance procedure.

4.1.1.3 If no regular worker wishes to substitute, on-call personnel will be used except as provided in Section 4.13.2.3 Custodial Overtime.

4.1.1.4 Food Service Workers Substituting

4.1.1.4.1 Food Service Workers Substituting At Assigned Job Site

The District will fill Food Service Worker vacancies at a job site using the process set forth in Article 4.1.1.1.

4.1.1.4.2 Food Service Workers Substituting Not At Assigned Job Site

4.1.1.4.2.1 At the beginning of each school year, permanent Food Service workers will be provided the opportunity to sign up for substitute work within their same job family not at their assigned site. A worker can request to be taken off the list by submitting a written request to the District.

4.1.1.4.2.2 If the District decides to fill an absent position of 3 1/2 hours or less, the District may first attempt to utilize an outside substitute worker to fill that position. If the District decides not to fill the 3 1/2 hour or less position using an outside substitute worker, the position is more than 3 1/2 hours, or the District is unable to fill the position using an outside substitute and still decides to fill the absent position, permanent Food Service workers who are on the list in Article 4.1.1.4.2.1 shall be offered in rotating seniority order the opportunity to substitute for the absent workers within the same family at another site, provided that:

4.1.1.4.2.2.1 the substitute assignment does not interfere with the performance of the regularly assigned duties of the worker.

4.1.1.4.2.2.2 the acceptance of the substitute assignment does not result in the worker working overtime.

4.1.1.4.2.2.3 the worker is qualified to perform the duties of the position in question (the worker must meet the minimum qualifications of the position), including, if

necessary, being qualified to perform Point of Sale (POS) duties.

4.1.1.4.2.2.4 the substitution is for less than twenty (20) workdays.

4.1.1.4.2.3 If the District offers a substitute assignment to a worker who meets the eligibility requirements set forth in Article 4.1.1.4.2.2 and the worker declines the substitute assignment or the District is unable to reach the worker, the District will offer the assignment to the next qualified worker on the rotating list. If the worker is not eligible for an assignment, rejects an offer, or the District cannot reach the worker, he/she shall be deemed to have received his/her turn on the rotating list and the District will move to the next qualified worker on the rotating list.

4.1.1.4.2.4 If the District fills an absent position using the rotating list, it will not be required to use that list to fill any other absent positions that may result from filling the absent position with a worker from the rotating list.

4.1.1.4.2.5 If the District decides to fill an absent position and is not able to fill the absent worker's position using the above process, the District, in its discretion, may utilize an outside substitute worker or ask for volunteers to act as a substitute worker from other qualified District workers, including first utilizing those workers who have submitted a request to work out of classification under Article 4.16.

4.1.1.4.2.6 The District agrees to provide the AFSCME designated representative with a copy of the rotating list utilized under this Section on a monthly basis. The list will be provided no later than the 20th day of the following month. For example, the rotating seniority list for the month of December 2013 will be provided to AFSCME no later than January 20, 2014.

4.1.2 The District shall provide to all food service workers a meal-per-labor-hour statement four (4) times during the school year on a form to be agreed upon by both parties. The Union may request to meet and confer over any alleged inequities.

4.1.3 If additional custodial work is required over a weekend, the custodians at the site shall be notified of any additional required work prior to the weekend assignment

being made, shall be offered the opportunity to work said time and shall be paid at the applicable rate of pay.

4.2 Lunch Periods

All workers who work six (6) hours or more per day shall be entitled to an unpaid uninterrupted, duty-free lunch period except as provided in Section 4.2.3 below. Workers shall not be interrupted for work purposes during such period except for emergencies. If a worker is interrupted for an emergency, he/she will be entitled to take all unused lunch period time upon finishing the emergency work. The length of time for such unpaid lunch period shall be for not longer than one (1) hour (unless prior approval is granted by the immediate supervisor for special exception) nor less than one-half (1/2) hour except as provided in Sections 4.2.1 and 4.2.2.

4.2.1 Food Service workers who work less than six (6) hours per day are not required to take a lunch period.

4.2.2 Food Service workers who work less than six (6) hours per day and who want an unpaid lunch period may be provided a lunch period which does not exceed thirty (30) minutes in duration.

4.2.2.1 Food Service workers who work less than six (6) hours per day but who are entitled to a rest period may combine the paid rest period with the unpaid lunch period. The total combined rest/lunch period shall not exceed thirty (30) minutes.

4.2.2.2 All lunch periods shall normally be taken prior to serving student lunches or at a time mutually agreed to by the Food Service Coordinator and the worker.

4.2.3 Night Shift Custodians

All night custodians shall be entitled to a thirty (30) minute paid lunch break and shall remain at their site until the completion of their work shift. This break and requirement to remain on site will not continue during winter and spring breaks nor during the summer months if the night custodian is working day shift. The worker shall be entitled to an unpaid thirty (30) minute duty free lunch while working day-shift.

4.3 Rest Periods

All workers shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes for each three and one-half (3 1/2) hours worked.

4.4 Adjustment of Hours

If a worker works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment to so work by his or her supervisor the work assignment shall be adjusted upward to reflect the longer hours in order to acquire fringe benefits on a pro-rata basis.

4.5 Blood Bank and Tuberculosis Test Time Off

If a worker's work schedule is such that it does not allow sufficient time to donate blood at the local blood bank or blood mobile, or to take the required tuberculosis test, the District shall arrange to allow sufficient time for such donation by the worker without loss of pay.

4.6 Voting Time Off

If an employee does not have sufficient time outside of working hours to vote at a federal, state or local election in which the employee is entitled to vote, the employee may, without loss of pay, take off enough working time without loss of pay – but no more than two hours – that, when added to the voting time available outside of working hours, will enable the employee to vote. The time off for voting shall be only at the beginning or end of the regular working shift. Such employees must notify their manager at least two work days before voting day of the request to take time off to vote. The manager will provide a response to the request within one day of receipt of the request.

4.7 Minimum Call-In Time

Except as otherwise provided in this Agreement, any worker called in to work on a day when the worker is not scheduled to work shall be compensated for at least four (4) hours of work at the appropriate rate of pay provided for in this Agreement for each time the worker is called to work.

4.7.1 The worker shall be available during the four (4) hours minimum call-in time to perform emergency work which is within the duties of his/her job classification.

4.7.2 Definition - Not Scheduled to Work

If the District schedules a worker into a regular and recurring assignment outside the normal work shift or on a weekend, the worker will be considered as regularly scheduled to work and call in/call back time will not be applicable. All work in this section shall be for a minimum of at least two (2) hours. Any worker working a split shift shall be guaranteed three (3) hour call back or call in. Any worker has the right to turn down work under this section.

4.8 Right of Refusal

Any worker shall have the right to reject any offer or request for overtime, call back, on-call or call-in time.

4.9 Call-Back Time

Except as otherwise provided in this Agreement, any worker called to work after completing his/her regular assignment shall be compensated for at least four (4) hours of work at the appropriate rate of pay provided for in this Agreement for each time the worker is called to work.

The worker shall be available during the four (4) hours minimum call-back time to perform emergency work which is within the duties of his/her job classification.

4.10 Standby Time

All permanent workers within positions designated by the District for standby status shall be eligible to participate in standby assignments. The District retains the ability to designate such positions as being eligible for purposes of participating in standby assignments by providing notice to AFSCME of such designations. The District currently has designated the classifications

within the Maintenance Job Family and, on as needed basis determined by the District in its discretion, the Master (Lead) Mechanic and Equipment Mechanic classifications as being eligible to participate in standby assignments.

4.10.1 The District will assign at least one qualified worker within the Maintenance Job Family, to a standby assignment on a voluntary basis. In addition, the District may assign to a standby assignment the Master (Lead) Mechanic and Equipment Mechanic classifications.

4.10.1.1 Standby assignments will be offered to eligible workers within all eligible classifications on a rotating seniority basis, i.e., the most senior worker who accepts a position shall have his/her name placed on the top of the list and upon completing the term of the standby assignment shall go to the bottom of the list to be rotated upward.

4.10.1.2 At the beginning of each school year, permanent workers will be provided the opportunity to sign up for standby assignments for that school year. A worker can request to be taken off the list by submitting a written request to the District.

4.10.1.3 Workers on standby must remain available during nonworking hours. If more than one (1) worker is on standby status, they may alternate the responsibility for standby duties on a given night by providing, except in emergency situations, at least 24 hours advance notice to the Chief Operations Officer. In emergency situations, the employee must give as much notice as possible to the Chief Operations Officer.

4.10.1.3.1 If a worker alternates responsibility for being on call more than three times within a month period, the amount of the stipend he/she shall be eligible to receive shall be prorated.

4.10.1.3.2 Workers in the Master (Lead) Mechanic and Equipment Mechanic classifications who are assigned to standby duty shall not be eligible to alternate responsibility for standby duties.

4.10.1.4 The only exception to Section 4.10.1.3 shall be for personal emergencies. Whenever this occurs, the worker must notify his/her supervisor so coverage will be available.

4.10.1.5 Standby assignments will be made on a one month basis.

4.10.2 A District vehicle shall be provided to each worker while the worker is assigned to standby duty. Said vehicle may be taken home by the worker while on standby status and during the regular workweek.

4.10.2.1 District vehicles are to be used for District business. To ensure a thirty (30) minute response time for employees on standby duty, they are to maintain access to their District vehicle while on standby time. Employees shall be required to respond to a District call to report within thirty (30) minutes.

4.10.2.2 If worker in the Master (Lead) Mechanic or Equipment Mechanic classifications is placed on standby duty, he/she shall not be provided

with a District vehicle. The worker shall be required to respond to a District call to report within thirty (30) minutes.

4.10.3 Standby Time

Each worker assigned to standby duty will be paid a five hundred dollar ($500.00) stipend over his/her regular monthly salary for each full month served on standby duty. Each worker assigned to standby duty for less than a full month will be paid on a monthly prorated basis.

4.10.4 Emergency Work While On Standby

A worker who is called back to do emergency work while on standby duty shall be compensated for the greater of four (4) hours of work or the actual time worked until the emergency is resolved, at the appropriate rate of pay as provided for in this Agreement.

4.10.5 The District reserves the right to remove a worker from the standby assignment list and agrees that such decisions will not be made for arbitrary or capricious reasons. If the District makes such a determination, it will provide notice to the worker of that determination and the worker shall no longer be eligible for standby status assignments. The District's decision shall not be grievable.

4.11 Testing and Interviewing Time

When tests or interviews for a District position are scheduled during a worker's normal assigned duty hours, he/she shall be released for such purpose without loss of pay.

4.12 Examination Time

Any worker required by the District to take an examination shall be released for such purpose without loss of pay.

4.13 Overtime

4.13.1 Overtime Defined

Overtime must have approval of the supervisor except in cases of emergency. In the case of an emergency, the employee must attempt to obtain approval from his/her supervisor before performing overtime work. Overtime is any time approved by the supervisor to be worked in excess of eight (8) hours in any one (1) workday or any time in excess of forty (40) hours in any week.

4.13.2 Assignment of Overtime

4.13.2.1 The District will attempt to equitably distribute overtime on a rotational basis for those workers who are in the job classification for which the overtime work is needed and who are qualified to perform the overtime work.

4.13.2.2 The overtime will be offered to the most senior qualified worker first and then rotated thereafter on a descending basis. If a worker does not accept the overtime offer, this will count as a turn in the rotation and the District will not offer overtime to that worker again until it has completed the full rotation.

4.13.2.3 The last worker cannot refuse overtime, unless there are extenuating circumstances. In that event, the District reserves the right to assign overtime to the next employee on the list in reverse order of the overtime being offered. If the District is not able to fill the overtime in such a situation, it reserves the right to assign overtime to a qualified worker irrespective of whether the worker is in the job classification for which the overtime work is needed. The provisions of Article 4.8 do not apply to overtime under this Section.

4.13.3 Compensation for Overtime

4.13.3.1 Within two working days of performing an overtime assignment, an employee shall notify the District, using a District provided form, of whether he/she wishes to receive pay or receive compensatory time off ("CTO") at a rate of one and one-half hours for each overtime hour worked. The request to receive compensatory time off shall not result in the employee exceeding the applicable banks set forth in Article 4.13.5.1. Employees may not request to receive CTO in lieu of overtime pay if the assignment involves the expenditure of restricted funds – the District will notify the employee of this fact when offering the overtime assignment. Within three working days of receipt of a written request from AFSCME, the District shall provide the object code to which the restrict overtime work is being charged/associated.

4.13.3.2 The District shall compensate all workers for overtime work at the rate of pay equal to one and one-half (1 1/2) times the regular rate of pay for workers performing such overtime work.

4.13.3.3 The workweek of workers having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive days. Such worker required to work on the sixth (6th) and seventh (7th) day following the commencement of the workweek, shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the worker designated to perform the work.

4.13.3.4 Any worker having an average workday of less than four (4) hours during a workweek, for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek, shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the worker designated to perform the work.

4.13.4 Custodial Overtime

When a custodian is absent at a school site and a substitute is not assigned to fill the vacancy, the custodian at that location who has a less-than-eight (8) hour daily assignment shall be offered additional work hours. If that worker declines the extra hours, and the District determines that the work should be done, the District shall offer the extra hours to other part-time custodians in the District, if no overtime payment would result. If all other part-time custodians reject the extra hours offered and/or the District determines that overtime work should be assigned, it shall offer overtime to the remaining custodians at the work site on a rotating daily basis.

4.13.5 Compensatory Time Off

4.13.5.1 An employee shall not accumulate more 240 hours of CTO during a school year (measured from July 1st through June 30th). In addition, the employee may not accumulate more than 240 hours of CTO at any one time.

4.13.5.2 CTO shall be taken within twelve (12) months from the time in which it is earned or it shall be paid off at the overtime rate at the end of the twelve-month period.

4.13.5.3 The District shall provide the worker with the worker's compensatory time off balance approximately forty-five workdays prior to paying off the compensatory time.

4.13.5.4 CTO may be used in hourly increments. An employee may not request to use CTO beyond ninety (90) days from the date of the employee's request. A request for CTO must be submitted to the supervisor at least two (2) days in advance of the absence and must specify the date(s) being proposed for the use of the CTO. The District retains ultimate discretion to approve or deny an employee's request to use CTO on a specific date and time, but agrees that decisions to deny CTO use will not be done for arbitrary or capricious reasons.

4.13.5.5 The supervisor will notify the employee if the request is approved or denied and if it is approved, the date the CTO use is approved for.

4.13.5.6 As an exception to the requirement to submit a request to use CTO at least two days in advance as set forth in Article 4.13.5.4, a worker who is called-back to work under Article 4.9 and who does not receive eight hours of rest between when the call back work is concluded and his/her regular shift is set to commence, the worker may request to use compensatory time off on that day subject to the requirements of Article 4.13.5.4.

4.13.6 Computation of Hours

For the purpose of computing the number of hours worked, time during which the worker is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence shall be considered as time worked by the worker.

4.14 Shift Differential

A shift differential of two and one-half percent (2 1/2%) for the night and midday shift shall be paid to night and midday employees. This differential shall also continue to be paid during the summer months and winter and spring breaks.

For purposes of this Section, a midday shift is defined as a shift that is from 10:00 a.m. to 6:00 p.m. and a night shift is defined as a shift that is from 2:00 p.m. to 10:00 p.m.

4.15 Training

Employees who are assigned by their Supervisor/Manager to train employees, shall be paid work out-of-class pay for the approved time spent training. In assigning an employee to train another

employee, the Supervisor/Manager will specify the amount of time that is approved for the employee to utilize as training time.

4.16 Applying for Work Out of Class Consideration - Outside Present Job Family

Workers will indicate their desire to be considered for substitute work outside of their present job family by completing a "consideration for substitute work form." To be eligible for consideration to work outside of the employee's current job family, the employee must: (1) meet the minimum qualifications of the position; and (2) not currently be on a performance improvement plan. This form will be submitted to the Human Resources Department on an annual basis and shall remain in effect through the conclusion of that school year or until the worker has turned down three (3) opportunities within the school year for work out of class in another job family.

Workers may obtain this form from Human Resources.

4.17 Food Service Workers – Department Meetings

4.17.1 A food service worker who agrees to return after his/her shift or remain at work after his/her shift to attend a Department meeting shall be compensated for at least two hours of service.

4.17.2 In the event that an employee has to travel from one District site to another to attend the Department meeting, he/she shall be reimbursed for the miles driven on behalf of the District at the same rate allowed by the Internal Revenue Service. This provision does not apply to an employee who travels from his/her home to the Department meeting.

4.18 District Catering Events

4.18.1 For purposes of this Section, a "catering event" is defined as an event at which the food and/or beverages that are being provided by the Child Nutrition Services Department were ordered using the District's Catering menu.

4.18.2 Assignment to Work Catering Events

4.18.2.1 At the beginning of each school year, permanent qualified Food Service workers will be offered the opportunity to work catering events. The District agrees to post a list for 10 work days to allow such workers to express interest in working catering events during that school year.

4.18.2.2 Food Service workers who are on the list shall be offered in rotating seniority order the opportunity to work a catering event.

4.18.2.3 If the District offers a catering assignment to a worker and the worker declines the assignment or the District is unable to reach the worker, the District will offer the assignment to the next qualified worker on the rotating list. If the worker is not eligible for an assignment, rejects an offer, or the District cannot reach the worker, he/she shall be deemed to have received his/her turn on the rotating list and the District will move to the next qualified worker on the rotating list.

4.18.2.4 If a worker is being offered a catering assignment, the District agrees, that except in emergency situations, to provide a minimum of 24-hours advance notice.

4.18.2.5 If the District is unable to staff a catering event using the above process, it reserves the right to staff the catering event in its discretion.

4.18.3 Duties of Food Service Workers

4.18.3.1 Except as set forth in this Section, the duties that the Food Service worker shall perform at the catering event shall include the set up and break down of the event.

4.18.3.2 The preparation of food and/or beverages that are going to be served at a catering event is part of the Food Service workers normal duties during their regular work day, except as set forth in Article 4.18.3.2.3.

4.18.3.2.1 The District will provide notice to the Food Service worker(s) of the food and/or beverages that the workers are to prepare for the catering event during their regular work day.

4.18.3.2.2 In the event that the Food Service worker(s) are not able to complete the food and/or beverage preparation for the catering event during their regular work day, the District may provide time beyond the worker(s) regular work day to complete the food and/or beverage preparation without using the rotating list process. The District must preapprove the worker working the time beyond his/her regular work day.

4.18.3.2.3 The District may require a worker who accepts the catering assignment using the rotating list process to prepare food and/or beverages for a catering event outside of his/her regular work day in which case the worker shall be compensated under Article 4.18.4.

4.18.4 Compensation For Working Catering Event

A Food Service worker who agrees to work a catering event outside of his/her regular work day based on the use of the rotating list shall be compensated for at least two hours of service at the employee's regular rate of pay, unless the employee actually works and such time qualifies as overtime under this Agreement.

ARTICLE 5 – PAY AND ALLOWANCES

5.1 Pay

5.1.1 2016-17 School Year: The District agrees to provide a 3.5% increase to the salary schedule, retroactive to November 1, 2016. The District shall provide notice to AFSCME of the date of the retroactive payment.

5.1.2 2017-18 School Year: The District agrees to provide a 2.36% increase to the salary schedule, effective November 1, 2017.

5.1.3 Parity Clause

The District agrees to meet and negotiate with AFSCME Local 101, if any other bargaining unit and the District agree to a total compensation increase of more than

the total compensation increase agreed to with AFSCME Local 101, for any specified fiscal year. This parity clause does not apply to any salary increase given to another bargaining unit resulting solely from funds whose use is restricted.

5.1.4 Food Service workers hired on or after July 1, 1995, shall have a work year with two (2) additional fewer days in paid status (202 days for intermediates or 202.5 days for elementary).

5.1.5 Bus Drivers hired on or after January 1, 1996, shall have a work year with two (2) additional fewer days in paid status (205 days).

5.1.6 The salary schedule for each classification in the bargaining unit is listed in Appendix A - H.

5.2 Consistent Hourly Rate

5.2.1 The District will use consistent hourly rates for all workers. The hourly rate will be calculated by dividing the worker's regular monthly salary by 173.33.

5.2.2 Less than 12-month workers who have been paid a positive amount in excess of the adjusted hourly rate will continue to be paid a schedule adjustment which should be the exact amount of the difference between the worker's monthly salary before and after the elimination of Schedule 9. There will be no rounding of this adjustment. The adjustment will apply as long as the worker remains in the same classification with the District; however, the adjustment will not be subject to future cost-of-living increases.

5.2.3 When a worker receiving a schedule adjustment is promoted into a higher classification, the parties agree to follow the contractual promotional language set forth in Section 11.6. The schedule adjustment may be adjusted downward following the promotion into the higher classification provided that no changes will be made which will reduce the net increase in compensation below two and one-half percent (2 1/2%) above the worker's compensation, including the schedule adjustment, prior to the promotion. The Union and Human Resources will meet and confer concerning any exceptions to the existing promotion language on a case-by-case basis.

5.3 Workers Working Less Than Full-Time Shall Receive A Pro-Rata Monthly Salary

The District agrees to pay regular workers who substitute in the same classification during vacation and/or holiday periods their regular hourly rate of pay. The District also agrees to pay regular part-time workers who work extra hours in their own classification their regular rate of pay.

5.4 Working Out of Classification

5.4.1 When a worker is directed to work outside his/her job classification for one (1) or more days he/she shall have his/her salary adjusted upwards to the range where he/she is temporarily working for the entire period he/she is required to work in the higher classification.

5.4.2 The adjusted salary shall be 10 percent (10%) above the worker's regular salary or an amount not less than Step I of the temporary position, whichever is greater, for all days he/she is entitled to working-out-of-class pay.

5.5 Split Shift

Workers required to work a split shift will be paid a five percent (5%) shift differential. "Split shift" shall be defined as any shift in the same position requiring a worker to take more than a one (1) hour break without pay.

5.6 Summer Work

No worker whose work year is tied to the student calendar shall be required to work during summer school. A worker whose regular assignment does not include the summer recess but who chooses to work summer school shall be paid for services performed on a pro rata basis at the pay rate which is applicable to the classification in which the worker is performing services during the summer.

5.6.1 A worker who accepts a summer assignment in a higher class shall be paid, on a pro-rata basis, the compensation for the higher classification on the step on which he/she is assigned in his/her regular classification.

5.6.2 A worker who accepts an assignment in his or her regular class shall be paid, on a pro-rata basis, at the rate applicable to the step on which he/she is assigned in the regular classification during the regular work year.

5.6.3 A worker who accepts an assignment to perform duties in a lower classification shall be paid, on a pro-rata basis, the compensation for the lower classification at the step on which he/she is assigned in his/her regular classification.

5.6.4 A worker who accepts a summer assignment shall earn one (1) day of vacation on a pro rata basis (average of daily hours worked on days present during summer assignment) after twenty (20) days of service. The earned day will be added to the employee's regular work year vacation balance and can be used in accordance with contractual use of vacation days during the regular school year. The earned day cannot be taken during the summer assignment nor can any accrued days from the employee's regular assignment be taken during the summer assignment.

5.6.5 An employee who accepts a summer assignment shall earn one (1) day of sick leave on a pro rata basis (average of daily hours worked on days present during summer assignment) for working twenty (20) days. If this day is not used during the summer program for which it is earned, it will be added to the employee's regular work year sick leave balance and can be used in accordance with contractual use of sick leave during the regular work year. The employee may use up to a total of three days of sick leave during his/her summer assignment; however, if the employee is absent two consecutive days, the employee will be required to submit a doctor's note verifying the need for leave. Without a doctor's note, any such days will not be in paid status for the summer assignment and the employee's summer pay will reflect no pay for the days not worked. If an employee is absent during summer assignment for more than three days due to illness, the employee will not be in paid status for the days absent over three.

5.6.6 A worker who accepts a summer assignment shall be entitled to use bereavement leave in with Section 10.12 if necessary.

5.7 Anniversary Date

Workers hired prior to July 1, 1978, will have a salary anniversary date of July 1. Workers hired on or after July 1, 1978, will have a salary anniversary date based on his/her date of hire. Workers

shall advance on the salary schedule on their anniversary date until reaching their respective maximum salary placements.

5.7.1 If such a worker is hired/promoted on or before the fifteenth (15th) day in the month in which the anniversary date falls, his/her salary shall be increased on the first day of the anniversary month.

5.7.2 If such a worker is hired/promoted after the fifteenth (15th) day of the month in which the anniversary date falls, his/her salary shall be increased on the first day of the following month.

5.8 Longevity Salary Advance

Longevity salary advances shall be granted beginning the ninth (9th) year of employment (anniversary date) with a five percent (5%) salary increase, the fourteenth (14th) year an additional five percent (5%), and the nineteenth (19th) year an additional five percent (5%), the twenty-fourth (24th) year an additional five percent (5%) and the twenty-ninth (29th) year an additional five percent (5%). These increments shall be compounded. For purposes of longevity salary determination only, each worker's longevity date shall be July 1 of the school year in which the worker was hired.

5.9 Payroll Errors

Whenever it is determined that an error has been made in the calculation for reporting in any classified worker's payroll, or in the payment of any classified worker's salary, the District shall, within five (5) working days following such determination, provide the worker with a statement of the correction and either a supplemental payment drawn against any available funds, or a notice of overpayment and request to contact the Payroll Department to establish an agreeable manner in which the overpayment will be reimbursed to the District.

5.10 Mileage

5.10.1 Any worker in the bargaining unit who, with approval, uses his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the same amount allowed by the Internal Revenue Service.

5.10.2 No worker shall be required to use his/her personal vehicle in connection with their employment.

5.11 Meals and Lodging

Any worker, who as a result of a work assignment, must have meals and lodging away from the District shall be reimbursed to the extent dictated under District policy. Where possible, the District shall provide advanced funds to the worker for meals and lodging.

5.12 Professional Growth Increments

5.12.1 Professional Growth Increments will be awarded after the worker has completed nine (9) units of approved study. One (1) year must elapse from that date before the worker is eligible for the next increment.

5.12.1.1 The nine (9) units required for a professional growth increment should relate to the worker's classification or area of employment in the District.

5.12.1.2 All courses must first be submitted to, and approved by, the Director of Human Resources.

5.12.1.3 A worker may carry over units of approved credit from the previous increment period.

5.12.1.4 Units of credit will be approved monthly and paid in accordance with Section 5.12.7.1.

5.12.2 A maximum total of five (5) Professional Growth Increments can be earned by any worker.

5.12.3 Professional Growth Increments may be earned by completing the following or a combination of the following:

5.12.3.1 Nine (9) units of work in Junior College, University or State College.

5.12.3.2 Nine (9) units of work in adult education or Central County Regional Occupational Center. (One [1] unit for each fifteen [15] hours of class time.)

5.12.3.3 Nine (9) units of work in in-service training programs approved by the Director of Human Resources. (One [1] unit for each fifteen [15] hours of class time.)

5.12.3.4 Nine (9) units of work in approved work study programs. (One [1] unit for each fifteen [15] hours of actual class time or time spent in consultation with the instructor. Time spent on the job or on "homework" will not qualify for unit credit.)

5.12.4 Any disagreement about course approval will be handled by a corrective conference and, if necessary, by the grievance procedure.

5.12.5 Workers who have an A.A. or higher degree shall be entitled to receive a maximum of one (1) Professional Growth Increment regardless of when the certificate or degree was earned.

The above Professional Growth Increment will be one (1) of the five (5) increments granted under Section 5.12.2.

5.12.6 Professional Growth Increments based on completion and approval of the above requirements will be $225.00. This amount will be prorated by the same ratio that the worker's weekly work hours bear to a 40-hour week. This amount will be in addition to the worker's annual salary for each subsequent year of employment.

5.12.6.1 The Professional Growth Increment(s) will be paid to the worker with the October pay warrant which follows approval of the increment.

5.12.6.1.1 The initial amount paid to the worker shall be the approved increment amount prorated by the number of full months from the increment anniversary date to December 1. Thereafter, the total amount for each increment shall be paid to the worker with his/her November 10 warrant.

5.12.6.1.2 Professional Growth Increments earned by workers hired on or before February 8, 1979, shall not be prorated.

5.13 Information Contained on Check

Each paycheck issued to a worker shall include itemized information.

5.14 Reclassification

When a classified worker's job duties or areas of responsibility change, it may be appropriate to reevaluate the position and pay range to determine whether a reclassification is warranted. This reevaluation can be initiated by either the worker or the immediate supervisor.

5.14.1 Workers seeking reclassification of their positions will submit to their immediate supervisor the data as outlined in the forms listed below.

5.14.1.1 Employee Request for Position Reclassification.

5. 14.1.2 Completed Job Analysis Questionnaire.

5.14.1.3 Existing job description highlighting typical duties which have significantly changed.

5.14.2 The District will notify the Union within ten (10) working days of the worker's request. If the immediate supervisor is initiating the reclassification process, the District will provide notice to the Union. For purposes of this Section, "working day" is defined as any day in which the worker is required to report for duty.

5.14.3 Within thirty (30) working days of the District giving notice to the Union of the initiation of the reclassification process set forth in Section 5.14.12 the immediate supervisor will:

5.14.3.1 Evaluate the worker's request and make a recommendation for disposition of the reclassification request. Meet with the worker to discuss recommendation. The worker may have a Union representative present at the meeting.

5.14.3.2 If the immediate supervisor initiates the reclassification process, then the immediate supervisor will meet with the worker to discuss the immediate supervisor's recommendations. The worker may have a Union representative present at the meeting. After holding that meeting, the immediate supervisor will make a final recommendation regarding the reclassification.

5.14.3.3 Submit all documents to Assistant Superintendent, Human Resources or designee for evaluation.

5.14.4 Within sixty (60) working days of the District giving notice to the Union of the initiation of the reclassification process set forth in Section 5.14.2 the Assistant Superintendent, Human Resources or designee will:

5.14.4.1 Review the recommendation and attendant documentation.

5.14.4.2 Make a decision regarding the request.

5.14.4.3 Notify the immediate supervisor and the Union of his/her decision.

5.14.5 Workers may appeal a reclassification decision to the Assistant Superintendent, Human Resources.

5.14.6 The Union may address the Board about any concerns about the decision.

5.14.7 The District and Union may agree in writing to extend any of the above timelines.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

6.1 Description of Benefits

Full-time employees shall be entitled to the following health and welfare coverage:

6.1.1 District Contributions Towards Health Benefits

6.1.1.1 Kaiser A, B, and D Plans/Blue Cross – HMO/PPO – Effective the first full month following the complete ratification of the 2016-19 Agreement:

6.1.1.1.1 Worker Only Coverage – $466.29/month
6.1.1.1.2 Worker Plus One Coverage – $468.44/month
6.1.1.1.3 Family Coverage – $603.72/month

6.1.1.2 Kaiser A, B, and D Plans/Blue Cross – HMO/PPO – Effective January 1, 2018:

6.1.1.2.1 Worker Only Coverage – $480.28/month
6.1.1.2.2 Worker Plus One Coverage – $482.49/month
6.1.1.2.3 Family Coverage – $621.83/month

6.1.1.3 Kaiser A, B, and D Plans/Blue Cross – HMO/PPO – Effective January 1, 2019:

6.1.1.3.1 Worker Only Coverage – $494.69/month
6.1.1.3.2 Worker Plus One Coverage – $496.96/month
6.1.1.3.3 Family Coverage – $640.48/month

6.1.1.4 The District shall continue to absorb increases in the premium rates for the benefits listed below for the duration of this Agreement for full-time employees.

6.1.1.4.1 Worker life insurance in the amount of $50,000 (double indemnity)
6.1.1.4.2 Worker and dependent dental care
6.1.1.4.3 Vision care for worker only ($5.00 deductible)
6.1.1.4.4 Long-Term Disability Insurance for workers who are employed for four (4) or more hours per day

6.1.1.5 If an employee selects a plan where the monthly premium for coverage is less than the maximum contribution required to be paid by the District, the District shall not be responsible for paying to the applicable carrier or the employee the difference between the monthly premium of the plan selected and the District's maximum monthly

contribution. Contributions for eligible part-time employees will be made on a pro-rata basis as set forth in Article 6.3. Bargaining unit employees electing coverage with a cost greater than the amount paid by the District in this Section shall have the difference deducted automatically from the bargaining unit employee's paycheck, unless the paycheck is not sufficient to cover the amount of the difference for such coverage in which case the employee will be responsible for making a timely payment to the District of the amount of his/her monthly medical premium contribution.

6.1.1.6 In the event the District determines the monthly premium for worker-only coverage payable by one or more workers electing Kaiser D coverage or any other plan of the District's choosing is not affordable for purposes of Section 4980D of the Internal Revenue Code, based on a reasonable prospective safe harbor approach – including, but not limited to federal poverty line or rate of pay, selected by the District in its sole discretion, then the District may, in its sole discretion, reduce the amount of the monthly premium for worker-only coverage charged to bargaining unit workers electing the Kaiser D Plan or any other plan to which the District elects to make such change to the amount necessary to cause such premium of that plan to be affordable to all bargaining unit workers for such purposes. The District shall provide written notice to the Union and workers of any change in the worker-only monthly premium amount and/or the plan in which it is making the change at least 10 calendar days prior to invoking the change in the worker-only monthly premium.

6.1.2 Domestic Partners Health Benefits

The District will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, *et seq.*, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, *et seq.*, registering the domestic partnership. Domestic partners may enroll in the District's medical, dental, and vision plans pursuant to this section only to the extent that the Districts carriers provide such coverage. Under IRS regulations, health benefits provided to a domestic partner are taxable to the employee.

6.2 Selection of Insurance Carriers

Selection of insurance carriers will be determined by the District after consultation with the AFSCME, Local 101.

6.3 Participation in Health and Welfare Program

With the exception of less than four-hour Food Service Workers hired after January 1, 1991, all regular workers in the bargaining unit shall be entitled to participate in the health and welfare benefits. The workers shall be enrolled in eligible insurance programs on the first of the month following fulfillment of the eligibility requirements.

6.3.1 Part-time single workers hired on or after January 1, 1996, shall have health benefit premiums prorated against single coverage.

6.3.2 Part-time single workers employed prior to January 1, 1996, shall continue to have health benefit premiums prorated against full family coverage.

6.3.3 The amount of District contribution to health benefits coverage to which the employee is entitled shall be based upon the same ratio as the part-time employee's weekly assigned work hours bear to a forty (40) hour week.

6.3.4 Differential Leave

Workers who are on extended sick leave (differential leave) in accordance with Section 10.1.2 shall continue to receive the District contribution toward insurance coverage for the duration of the leave.

6.3.5 In the event a worker goes out on a leave of absence that does not require the worker to elect COBRA based on applicable law or the terms of the applicable plan, the worker shall, in order to continue receiving health benefits, timely make payments for his/her portion of the health benefits premiums. If the worker does not qualify for continuing health benefits without electing COBRA, the worker shall be responsible for making the full payment, including any administrative fee, in a timely manner to continue receiving health benefits.

6.4 Benefits for Employees Who Retire Before Age Sixty-five (65)

The District pays one-half (1/2) of the subscriber only premium of one (1) of the health plans available to District workers to any eligible worker who retires prior to reaching the age of sixty-five (65). Said payment shall cease when the retiree reaches the age of sixty-five (65).

6.4.1 Eligible workers must meet one (1) of the following requirements:

6.4.1.1 If the worker retires on or after the worker's sixtieth (60th) birthday, the worker must have been a worker of the District for at least ten (10) years to be eligible for the aforementioned benefit.

6.4.1.2 If the worker retires on or after the worker's fifty-fifth (55th) birthday, and before reaching the age of sixty (60), the worker must have been a worker of the District for at least twenty (20) years to be eligible for the aforementioned benefit.

6.4.1.3 If the worker takes a PERS disability retirement before the worker's fifty-fifth (55th) birthday, the worker must have been a worker of the District for at least twenty (20) years to be eligible for the aforementioned benefit.

6.4.2 The retired worker shall pay to the District in advance and quarterly all additional premiums for health and welfare insurance benefits.

6.5 Retired Right to Buy into Health/Welfare Benefits

The District shall continue to provide retired workers with the opportunity to purchase health/welfare insurance plans for themselves and their eligible dependents at the current group rates. If a plan is discontinued by the carrier, the District and Union agree to meet and negotiate alternatives.

6.5.1 COBRA Regulations Described

Upon death of a retired worker or dissolution of marriage, that worker's spouse may purchase health/welfare insurance plans for self and eligible dependents at the current group rates for a period of eighteen (18) or thirty-six (36) months depending upon the qualifying event (COBRA). When a dependent child of a worker or retired worker reaches the age he or she is no longer covered by group insurance plan, he/she may elect to purchase health/welfare insurance at the current group rate for a period of thirty-six (36) months.

6.5.2 The retired worker shall pay to the District all premiums for health and welfare plans in advance, quarterly.

6.6 Tax-Sheltered Annuity Reduction

Workers may participate in any Tax-Sheltered Annuity on the approved list of the County Office of Education or any other worker deducted plan provided by the County Office of Education and the District shall provide payroll deduction for this purpose upon direction of the worker.

6.7 State Disability Insurance (SDI)

The District shall continue to deduct State Disability Insurance (SDI) from each worker's paycheck. The District will coordinate SDI benefits with the worker's sick leave and, at the worker's option, with his or her vacation.

6.8 Annual Listing of Health/Welfare Benefits

The District agrees to provide all workers in the bargaining unit with an annual listing of all health and welfare benefits and voluntary deductions available to workers together with a schedule of District contribution levels for full-time and part-time workers.

6.9 Part-Time Worker Health Benefit Deductions

Voluntary health benefit deductions for part-time workers who work less than twelve (12) months shall be deducted over the 10-month period which aligns with the school calendar.

Part-time workers will have their benefit premiums deducted over a 10-month period which aligns with the school calendar instead of double deductions in May and June.

6.10 I.R.S. Section 125 Cafeteria Plan

Any worker who must pay a portion of the premium cost or all of the premium cost for dependent coverage may use pretax dollars through implementation of an I.R.S. Section 125 cafeteria plan to pay for the workers contribution to health and welfare benefit premiums or other approved expenditures (e.g., child care, elder care, chiropractic care, orthodontia). Any administrative charges for implementation of the I.R.S. Section 125 plan will be paid by the worker. Participation in the I.R.S. Section 125 plan is strictly voluntary, and the worker may elect to participate or not to participate on an annual basis. The District agrees to provide informational sessions for workers eligible to participate in I.R.C. Section 125 Plan.

Effective February 13, 2015, any worker who must pay a portion of the premium cost or all of the premium cost for health and welfare benefits coverage may, as allowed by applicable law, use pretax dollars through implementation of an I.R.S. Section 125 cafeteria plan to pay for such contributions or other approved expenditures (e.g., child care, elder care, chiropractic care,

orthodontia). Any administrative charges for implementation of the I.R.S. Section 125 plan will be paid by the worker. Participation in the I.R.S. Section 125 plan is strictly voluntary, and the worker may elect to participate or not to participate on an annual basis. The District agrees to provide informational sessions for workers eligible to participate in I.R.C. Section 125 Plan.

6.11 Waiver of Coverage

6.11.1 Any eligible worker who certifies that: (i) the worker is enrolled in other employer-provided medical coverage through the worker's own employer or through a parent, spouse or domestic partner; or (ii) that the worker is enrolled in government-provided medical coverage (such as MediCal, MediCare, CHAMPUS or Tricare) may elect to waive the worker's right to medical coverage paid by the District.

6.11.2 Any eligible worker who certifies that: (i) the worker's spouse/registered domestic partner is enrolled in employer-provided medical coverage through his or her employment; or (ii) that the spouse or registered domestic partner is enrolled in government-provided medical coverage may elect to waive the spouse or registered domestic partner's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

6.11.3 The election to waive medical coverage for the worker, spouse or registered domestic partner shall be made once a year during the open enrollment period, and cannot be changed until the next open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations.

6.11.4 A worker who elects to waive his/her own medical coverage and/or his/her spouse or registered domestic partner's medical coverage shall be paid 80% of the 2004-2005 District contribution to medical benefits for the coverage tier that is being waived of either worker or worker plus spouse/registered domestic partner. This payment is taxable. Workers may not add spousal/registered domestic partner coverage in one year in order to increase the cash option by electing a waiver in the following year.

6.11.5 To waive coverage, the worker must complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage.

6.12 Government Health Plan Requirements

6.12.1 In the event health plan requirements (Government Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage.

6.12.2 Article 6 of this Agreement may be reopened at the request of either party if there are changes made to or implemented as a result of changes in the law or regulations governing the Affordable Care Act, including, but not limited to, changes to the subsidy requirements and if the affordability requirement no longer applies to the District.

6.12.3 The parties also agree to reopen the Agreement to bargain any change required by

the Affordable Care Act ("ACA") regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates the maximum value coverage under the ACA (the "Cadillac Tax"), and to negotiate regarding the Cadillac Tax, including but not limited to, how the Cadillac Tax will be apportioned between the parties.

ARTICLE 7 – WORKER EXPENSES AND MATERIALS

7.1 Required Uniforms and Equipment

Whenever Federal, State, County or City Government regulations or laws require the District to provide uniforms, special clothing, safety equipment, identification badges, emblems or cards or the District requires such items, they shall be provided at no cost to the worker.

7.1.1 District Provided Uniforms and Equipment

7.1.1.1 Safety Shoes
With the prior approval of the supervisor, the District shall contribute a maximum of Two Hundred Dollars ($200.00) for the purchase of safety shoes in the classifications of Maintenance Mechanics, Mechanics, Custodial, Storekeepers and Groundskeepers. Workers in these classes shall be required to wear these District purchased safety shoes unless the worker submits a physician's statement that there is a medical reason not to wear such shoes.

7.1.1.2 The District shall continue to provide respirators, rain gear and other protective coverings to Maintenance workers, Groundskeepers, Mechanics and Bus Drivers upon request. A rain coat and hat shall be available at each work site for use by Custodians at that site.

7.1.1.3 Effective February 13, 2015, the District shall continue to provide respirators, rain gear and other protective coverings to Maintenance workers, Groundskeepers, Mechanics and Bus Drivers upon request. Rain Gear shall be available at each work site for use by Custodians at that site. In addition, the District shall, upon request, make available rain gear to Delivery Specialists I and Lead Delivery Specialists.

7.1.1.4 Food Service Aprons

The District will provide aprons to Food Service Workers.

7.2 Work Related Schooling

The District shall pay for any work-related schooling required by the District, City, County, State and Federal Government regulations or laws. The District agrees to pay the difference in the fee between a regular driver's license and a higher class commercial license which is required by the District (e.g., school bus driver's license, etc.).

7.3 District Required Medical Exam Compensation

The District agrees to provide the cost of any medical examination required as a condition of employment or continued employment as outlined in Education Code section 45122.

7.4 District Tools/Hardware for Custodians

When tools originally purchased by the District become lost or damaged, the District will provide replacement reimbursement for up to ninety dollars ($90.00).

ARTICLE 8 – HOLIDAYS

8.1 Holiday Calendar

The District agrees to provide all workers in the bargaining unit with the following paid holidays. The District agrees to meet and confer with the Union in June to come to agreement on the specific dates for the holiday calendar.

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Spring Vacation Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
Winter Holidays (two [2] days, of which one [1] day is in lieu of Admission Day)
Day before New Years

8.1.1 All Bus Drivers (except those transporting County Office of Education [COE] special education students out of District) shall observe the holidays listed above for the District as per the District calendar.

8.1.2 If a conflict arises between the holiday observed by the District and the date observed by the out-of-district school or agency, the worker shall choose a holiday during that same week or the week before or after. If the holiday allows for a three-day weekend, the worker shall have a three-day weekend.

8.1.3 Holiday Pay for Workers Who Work Different Number of Hours Per Day

Workers affected by this Section shall have their hours averaged for the week.

8.1.3.1 Each holiday shall be worth the averaged hours for the week.

8.1.3.2 The worker shall accrue compensatory time for the difference between their scheduled hours for the holiday and the average number of hours per day.

8.1.3.3 The worker may take this compensatory time off or be compensated for this time at the end of the school year, as provided for in the contract.

8.2 Additional Holidays

Every day declared by the President or Governor of this State as a public fast, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board under the provisions of the Education Code shall be a paid holiday for all workers in the bargaining unit.

8.3 Eligibility for Holiday Pay

Any day declared a holiday by the Governing Board under the provisions of the Education Code shall be a paid holiday for all workers in the bargaining unit.

8.4 Eligibility for Holiday Pay for Those Not Assigned to Duty During Winter Holidays

Workers in the bargaining unit who are not normally assigned to duty during the winter holidays shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter holiday.

8.5 Designation of Holiday When Holiday Falls on a Weekend

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday. Pay for a holiday not worked shall be the same as the worker would have received had the day not been a holiday. When a worker is required to work on any holiday, he/she shall be paid compensation or given compensatory time off for such work in addition to the regular pay received for the holiday at the rate of time and one-half (1/2) of his/her regular rate of pay, including premium pay for shift differentials.

ARTICLE 9 – VACATIONS

9.1 Entitlement

Every regular classified worker, permanent, part-time, and probationary, shall earn vacation at the prescribed rate as part of his/her compensation.

9.2 Vacation Time

9.2.1 All workers in the bargaining unit shall earn paid vacation in accordance with this article. Vacation benefits are earned on a fiscal year basis, July 1-June 30. Any vacation must be completed during the year following the one in which it is earned, except as provided in Sections 9.4.1 and 9.4.2.

9.2.2 All workers, regardless of the hours worked, shall be granted vacation on the basis of one (1) workday per month worked. The regular worker employed less than full time will be granted the same proportion as the worker's regular assignment bears to full-time employment. Such earned vacation shall not become a vested right until the completion of the initial six (6) months of service in the District.

9.3 Longevity Vacations

9.3.1 All twelve (12) month workers shall be entitled to fifteen (15) days vacation after five (5) years of employment, seventeen (17) days after nine (9) years of employment, and twenty (20) days vacation after fourteen (14) years of employment.

9.3.2 All eleven (11) month workers shall be entitled to fourteen (14) days vacation after five (5) years of employment, sixteen (16) days after nine (9) years of employment, and eighteen (18) days vacation after fourteen (14) years of employment.

9.3.3 All ten (10) month workers shall be entitled to thirteen (13) days vacation after five (5) years of employment, fifteen (15) days after nine (9) years of employment, and seventeen (17) days vacation after fourteen (14) years of employment.

9.4 Vacation Scheduling

9.4.1 A 12-month worker who has been employed for more than one (1) year may carry over ten (10) days of vacation time with the prior approval of the immediate supervisor. Any worker in the unit on a work calendar of less than twelve (12) months who has been employed for more than one (1) year may carry over five (5) days of vacation time with the prior approval of the immediate supervisor.

9.4.2 If a worker is denied the opportunity to take his/her accrued vacation in the year following the year in which it was earned by the District by reason of emergencies or work conditions which do not permit the worker to take his/her vacation, the worker shall be paid for all vacation days or at the worker's election to carry over a total of ten (10) days vacation except that a 12-month worker may carry over fifteen (15) days vacation into the next fiscal year (second year past the year earned) and receive compensation at the appropriate rate for any unused vacation days.

9.4.3 Vacation Calendars

9.4.3.1 Vacation calendars indicating the numbers and classification of workers to be off at any one time shall be prepared by the District and posted in the appropriate departmental office and given to each worker no later than May 1 for the following school year. All workers should submit vacation requests no later than June 1 for the following year. Each worker should indicate on his/her vacation request his/her first, second, and third choices. The appropriate manager or supervisor shall post the final vacation schedule no later than June 15.

9.4.3.2 Vacation requests for 12-month workers filed after June 15 and for all ten (10) and 11-month workers for a period of five (5) days or more require two (2) weeks notice except in extenuating circumstances and will be scheduled as availability permits. The supervisor must respond within nine (9) working days of receipt of request.

9.4.3.3 Any worker making the request after June 15 shall not be entitled to bump a less senior worker from a vacation requested and approved prior to the date on which the more senior worker filed his/her request.

9.4.3.4 Unscheduled Vacation Requests

9.4.3.4.1 Unscheduled vacation requests of more than one (1) day and less than five (5) days require three (3) work days advance written notice using the District vacation request form. The supervisor will respond within one (1) work day of receipt of the worker's written request.

9.4.3.4.2 In extenuating circumstances a worker may provide verbal notice of his/her request to take unscheduled vacation time to his/her supervisor. The supervisor will respond to the worker's request. If approved, the worker must complete the vacation request form on his/her first day back at work after the vacation.

9.4.3.5 A worker absent due to illness may use vacation without prior notice if the worker is out of sick leave.

9.4.3.6 Vacations shall be scheduled at the times requested by the worker when possible. Vacations may not be taken during the first week of school or the last week of summer break, unless there are extenuating circumstances and the vacation was approved by the District. No more than 10 percent (10%) of the custodial staff shall be scheduled for vacation at any one time during the winter and spring recesses. Conflicts in vacation requests shall be resolved by date of hire in the District.

9.4.3.7 Vacations scheduled in compliance with the above shall not be canceled by the District with less than two (2) weeks notice of cancellation given. In the event that the worker's vacation is canceled by the District, he/she shall be reimbursed by the District for any financial loss sustained provided the worker notifies the District of such potential financial loss at the time the worker is directed to cancel vacation plans. The worker will make reasonable effort to obtain a reservation refund that will minimize financial loss. Requests from workers to change scheduled vacation time shall be submitted in writing at least two (2) weeks prior to the requested change and are subject to approval of the appropriate supervisor.

9.4.4 Vacation Pay Upon Separation from Service

If a permanent worker's employment is terminated for any reason, the permanent worker shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment. If a worker is terminated and had been granted vacation which was not earned at the time of the termination of his/her services, the District shall deduct from the worker's final check the full amount of salary which was paid for such unearned days of vacation taken.

9.4.5 Interruption of Vacation

Any worker, who after commencing his/her prescribed vacation period and before the vacation period ends, and who would normally be required to return to duty following the vacation period, shall be permitted to interrupt or terminate vacation leave and be placed on sick leave, provided the worker furnishes to the District notice and supporting information regarding the basis for such interruption or termination of vacation only under the following conditions:

9.4.5.1 Is hospitalized because of accident or illness; or
9.4.5.2 Is confined at home for three (3) or more consecutive days.

The unused portion of the vacation leave shall be rescheduled.

9.4.6 Assignment of Duties During Vacation

No duties, including training duties, shall be involuntarily assigned to a worker during his/her vacation period.

9.5 Vacation Cash-Out

9.5.1 Twelve Month Worker Cash Out

All twelve month workers who have completed between five (5) and fourteen (14) years of service with the District, may, with District approval, cash out up to five (5) vacation days once per fiscal year. Twelve month workers who have completed

fifteen (15) or more years of service with the District, may, with District approval, cash out ten (10) vacation days once per fiscal year.

9.5.2 Ten And Eleven Month Worker Cash Out

All ten and eleven month workers who have completed fifteen (15) or more years of service with the District, may, with District approval, cash out five (5) vacation days once per fiscal year.

9.5.3 Eligibility

In order to be eligible for vacation cash out, the worker must have earned, at the time of the vacation cash out request, the number of vacation days the worker is requesting to cash out.

ARTICLE 10 – LEAVES

10.1 Sick Leave

10.1.1 Full-time workers who work twelve (12) months per year shall be entitled to twelve (12) days leave (one [1] workday per month) with full pay for each school year for purposes of personal illness or injury or quarantine. Such leave shall be accrued on an hourly basis. Workers who work less than full-time shall be entitled to that portion of the twelve (12) days leave (one [1] workday per month] as the number of hours per week of scheduled duty relates to the number of hours for a full-time worker in comparable position. Workers who work less than a full fiscal year shall be entitled to that portion of the twelve (12) days as the number of months he/she is employed bears to twelve (12). Any unit member may use up to six (6) days of annual earned sick leave during a school year for the purpose of caring for an ill child, spouse, or parent.

10.1.1.1 Workers are encouraged to make a reasonable effort to schedule non-emergency doctor appointments outside their regular assigned work hours.

10.1.1.2 If a worker was employed for one (1) or more years in another California school district and was terminated for reasons other than action initiated by the employer for cause and is employed by the District within one (1) year of such termination of his former employment, he she shall have transferred to the District the total number of unused days of earned sick leave to which he/she is entitled under Education Code section 45191.

10.1.2 Differential

After all earned sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the employee is paid differential pay for the balance of a period of 100 working days. This period of time runs concurrently with sick leave set forth in Section 10.1.1 and begins on the first day of absence for illness or accident.

10.1.2.1 The differential pay authorized in this Section shall be exclusive of any other paid leave; holidays; vacation; personal necessity leave as defined in Section 10.2.2.1, unless the accident the worker is involved in would normally result in the worker using his/her leave under Section 10.1

and/or Section 10.6; or compensating time to which the worker may be entitled.

10.1.2.2 After an employee has exhausted his/her earned sick leave, he/she may utilize earned vacation, which allows the employee to maintain his/her normal regular salary for as long as possible.

10.1.2.3 When an employee is absent on account of illness or accident whether or not the absence arises out of or in the course of employment of the employee, and is using his/her differential – extended sick – leave, the employee shall receive fifty percent (50%) of his/her regular salary.

10.1.2.4 Unused differential days shall not be accumulated from year to year.

10.1.3 If a worker does not utilize the full amount of leave as authorized in Section 10.1.1 above in any year, the amount not utilized shall be accumulated from year to year.

10.1.4 A worker who is absent for less than a full workday will be charged in quarterly hour increments, only for that portion of the day he/she is absent (seven [7] minutes or less into that quarter results in no charge, more than seven [7] minutes into that quarter results in a 15-minute charge).

10.1.5 The District shall provide an annual statement to the worker of the amount of sick leave entitlement during the year and the amount of accrued sick leave.

10.1.6 In the case of official quarantine of the worker's place of residence, the worker will be allowed to use accumulated sick leave.

10.1.7 Verification of Illness

With prior written notice to the worker or workers, the District may require a doctor's certification or other proof of illness on the second day of absence. The District may exercise this requirement for a maximum of a six-month period. Unless otherwise provided for in or inconsistent with Section 10.4 or 10.5, a Human Resources administrator or, in his/her absence, a member of the Superintendent's Cabinet, may also require a second medical opinion from a doctor of the District's choice prior to a worker returning to work who has been absent due to a serious accident, illness, or disability which could be directly aggravated by or interfere with the worker's performance of his/her regular job duties. The worker should notify the District as early as possible of the anticipated date of return so that, if required, the appointment can be scheduled prior to that date. If, however, the appointment cannot be scheduled prior to the date designated that the worker intends to return to work, the worker shall suffer no loss of pay, benefits or seniority if the doctor certifies that the worker is able to return to work. The District will pay all costs of the second examination and related tests, if necessary. Should there be a dispute over the ability of the worker to return to work based on the second opinion, the District will notify the Union immediately and meet over possible resolutions to the dispute. Should the parties fail to reach agreement with the ten (10) workdays, the matter shall be immediately referred for a third medical opinion, selected by the District. If the appointment cannot be scheduled prior to the date designated that the worker intends to return to work, the worker shall suffer no loss of pay, benefits, or seniority if the doctor certifies that the worker is able to return to work. The District will pay all costs of the third examination and related tests, if necessary.

10.1.8 Calling In Sick

Barring unforeseen circumstances, a worker must contact the immediate supervisor at least one (1) hour prior to the start of the workday or two (2) hours prior to the start of a shift that begins after twelve p.m. (12:00 p.m.) to permit the District to secure a substitute. A designated supervisor shall be available for this purpose.

10.1.9 Calling Back After Illness

An absent worker who is planning to return to work on the following workday must notify, as applicable, the MOT Office or Child Nutrition Services Office at least one (1) hour prior to the end of the worker's shift the day before the worker's planned return.

If a worker returns to work, but has failed to phone within the timeline, the worker will fill his/her own position if a substitute has not been hired. If the absent worker's position has been filled, the District will attempt to place the worker in another position for which the worker is qualified.

If the worker fails to notify, as applicable, the MOT Office or Child Nutrition Services Office in time to release the substitute, and if no position is available in which the worker is qualified to perform, and if the accumulated sick leave of the worker has been expended, the cost of the substitute will be borne by the worker.

10.2 Personal Necessity Leave

10.2.1 Up to seven (7) days of a worker's accumulated sick leave may be used each year for personal necessity.

10.2.2 Personal necessity is defined as follows:

10.2.2.1 Accident involving the worker or the property of the worker or involving the person or property of any member of the worker's immediate family.

10.2.2.2 Death or illness in a worker's immediate family.

10.2.2.3 Marriage of the worker or a member of the immediate family.

10.2.2.4 Legal proceedings and legal commitments which require the worker's presence and which cannot be reasonably scheduled outside the workday.

10.2.2.5 Matters of compelling personal importance (maximum of six [6] days per school year).

10.2.2.6 Graduation from high school or college of sons, daughters, or spouse.

10.2.3 Except in the case of accident involving death or serious illness of a worker's immediate family, or accident involving the property of a worker's immediate family, the worker must submit a prior request for leave, utilizing the District required form, to the appropriate form. The form must be submitted to the appropriate management person not less than five (5) working days prior to the beginning date of the leave. For reasonable cause, the District may request further information regarding the general nature of the absence.

10.2.4 Immediate family is defined to include mother, father, grandmother, grandfather, or grandchildren of the worker or of the spouse or registered domestic partner of the worker, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the worker, foster children or foster parent or step-children, or step-parents or any relative living in the immediate household of the worker.

10.2.5 Extension of a school holiday or vacation, social events, attendance at conventions or meetings, and personal business which is not of compelling personal importance shall not be considered a personal necessity or contingency.

10.3 General Parenting Leave

10.3.1 A worker shall be granted, upon request, an unpaid leave of absence for the purposes of preparing for the birth of a child or for adoption or for parenting or child rearing. Such leave is separate from pregnancy disability leave pursuant to Section 10.4.

10.3.2 A worker shall be granted, upon request, an unpaid leave of absence for the purpose of receiving de facto custody of a child, or earlier, if necessary, to fulfill the requirements for adoption.

10.3.3 A worker requesting a leave under this Section should submit a written request to his/her immediate supervisor or designee at least thirty (30) calendar days prior to the date requested, or as soon thereafter as possible. The supervisor or designee shall provide a copy of the request to the worker marking the date and time of receipt and his/her initials on the copy.

The length of the leave will be determined by the worker and shall be up to one (1) calendar year. The first twelve (12) weeks of parenting leave run concurrently with family care leave taken pursuant to Section 10.5.

10.3.4 A worker may, at the discretion of the Board of Trustees be granted an extension of a leave of absence for a maximum of one (1) additional year.

Upon expiration of such leave the worker shall be returned to his/her former classification and hours but not necessarily to the particular assignment the worker formerly held.

10.3.5 A break caused by this leave or extended leave shall not constitute a break in continuity of service for salary placement purposes, but shall not constitute service for purposes of salary advancement.

10.3.6 A worker's rights and responsibilities under this Section shall in no way be dependent upon the time of year in which delivery occurs.

10.4 Disability Due to Pregnancy and Childbirth

10.4.1 Pregnancy Disability Leave

10.4.1.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement or minimum hours worked – regardless of full-time or part-time status – to be eligible for such Leave under this Section.

10.4.1.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

10.4.1.3 Reasonable Accommodation for Pregnancy-Related Disabilities

10.4.1.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

10.4.1.3.2 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

10.4.1.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

10.4.1.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

10.4.1.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

10.4.1.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

10.4.1.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily

transferred or to receive some other requested accommodation.

The District may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

10.4.1.5 Duration

10.4.1.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four (4) months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

10.4.1.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

10.4.1.5.3 If the District requires the employee to transfer temporarily to an available alternative position that meets the needs of the employee, the employee must meet the qualifications of the alternative position. The alternative position must have the equivalent rate of pay and benefits, and must better accommodate the employee's leave requirements than her regular job, but does not have to have equivalent duties.

10.4.1.6 Reinstatement

10.4.1.6.1 If the employee and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

10.4.1.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Personnel Director with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for

work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

10.4.1.6.3 An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement. Nothing in this Section is intended to remove any rights such an employee may have with respect to layoff and reemployment rights as set forth in Article 16 of this Agreement.

10.4.1.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

10.4.1.7 Integration with Other Benefits

10.4.1.7.1 Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

10.4.2.7.2 Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from the District or the employee's health care provider. Any SDI for which an employee is eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that she do not receive more than 100% of her regular pay.

10.4.1.8 Benefits

10.4.1.8.1 The District will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above,

on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

10.4.1.8.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

10.5 Unpaid Family Care Leave

10.5.1 The Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") provide eligible employees with the ability to take leaves of absence in certain defined circumstances. To be eligible for leave under the FMLA and CFRA (collectively "FMLA Leave"), employees must have: (1) completed one year of service for the District; and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.

Bargaining unit members who are otherwise eligible for, but worked less than 1,250 hours during the preceding 12 months prior to the start of the leave shall be entitled to FMLA Leave, but without the District-paid benefit contribution provided in Section 10.5.7 below.

10.5.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (FMLA only), qualifying exigency leave (FMLA only) and military caregiver leave (FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

10.5.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

10.5.2.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition ("Family Care Leave");

10.5.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");

10.5.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("Military Emergency Leave"); or

10.5.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

10.5.3 Definitions

10.5.3.1 "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.

10.5.3.2 "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

10.5.3.3 "Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents "in law." For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

10.5.3.4 "Covered Active Duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

10.5.3.5 "Covered Servicemember" means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who

has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

10.5.3.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

10.5.3.7 "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

10.5.4 Leave Length

10.5.4.1 If the reason for leave is common to both FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Qualifying Exigency Leave. If the reason for leave is not common to both FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses or registered domestic partners work for the District and are eligible for leave under this Section, the spouses or registered domestic partners will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them under FMLA. This leave includes the days of paid personal necessity leave which may be used for paternity pursuant to Section 10.2.2.7.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one fiscal year to the next fiscal year.

10.5.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-

six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under the FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

10.5.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the District may later require an employee to obtain recertifications of his/her need for leave.

10.5.4.4 To the extent required by law, leave beyond an employee's FMLA Leave entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

10.5.4.5 The length of leave noted above represents the minimum available unpaid leave. The employee may request additional unpaid leave under Section 10.3 or 10.8 of the Agreement.

10.5.5 Notice and Certification

10.5.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

10.5.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the District's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under the CFRA; and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

10.5.5.1.2 At the District's expense, the District may also require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member for FMLA purposes, and for CFRA purposes for the employee's own serious health condition. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

10.5.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation. Please contact your manager or Human Resources prior to scheduling planned medical treatment.

10.5.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the

employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the District at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

10.5.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the District with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

10.5.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

10.5.6 Generally, FMLA Leave is unpaid. The District may require employees to use accrued sick leave during FMLA Leave to the extent allowed by applicable law. The District may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, the District will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the District and the employee. Employees may elect to use accrued vacation and compensatory time during this unpaid FMLA leave. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during the FMLA Leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

10.5.7 Benefits

10.5.7.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee

want his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

10.5.7.2 If an employee is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Please contact Human Resources for further information.

10.5.8 Job Reinstatement

10.5.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement. Nothing in this Section is intended to remove any rights such an employee may have with respect to layoff and reemployment rights as set forth in Article 16 of this Agreement.

10.5.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

10.5.9 Entitlement to FMLA Leave for the purposes of an AFSCME unit member's own illness shall be satisfied by and run concurrently with leaves taken pursuant to Section 10.1 (Sick Leave) and Section 10.1.2 (Extended Sick Leave), Section 10.6, (Industrial Accident and Illness), Section 10.3 (General Parenting Leave), and

Section 10.15 (Parental Leave). An employee may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby under the CFRA.

10.5.10 Section 10.5 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

10.5.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix J.

10.6 Industrial Accident and Illness

10.6.1 All bargaining unit workers who are injured or have industrial illness are entitled to workers compensation benefits. A bargaining unit worker who has been employed by the District in the Classified service for twelve (12) months or longer shall also be provided with industrial accident and illness leave in accordance with the provisions set forth in this section.

10.6.2 Industrial accident or illness leave shall be allowed up to a maximum of sixty (60) days during which the schools of the District are required to be in session or when the worker would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

10.6.3 Allowable leave shall not be accumulated from year to year.

10.6.4 Industrial accident or illness leave shall commence on the first day of absence.

10.6.5 When a worker is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due his/her for any month in which the absence occurs as when added to his/her temporary disability indemnity under statutory provisions of the Labor Code, will result in a payment of not more than his/her full salary.

10.6.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability indemnity award.

10.6.7 When an industrial accident or illness leave overlaps into the next fiscal year, the worker shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

10.6.8 Industrial accident or illness leave under this section is granted in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a worker continues to receive temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the regular rate of pay, does not result in a payment of more than his/her full salary.

Physician of Choice forms are available in the Benefits Technician's Office. A worker may complete or modify a worker Physician of Choice form at their discretion.

10.6.9 The worker shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness for which the worker is

on paid leave of absence. The District, in turn, shall issue the worker appropriate salary warrants for payment of the worker's salary and shall deduct normal retirement and other authorized contributions.

10.6.10 Upon expiration of such leave the worker shall be assigned to the position he/she left.

10.7 Leave for Union Business

10.7.1 Long-term Union Business

10.7.1.1 Upon written request by the worker, the District will grant unpaid leave for Union business provided an adequate substitute is available. No more than two (2) workers may be on leave for Union business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave for Union business will be granted for a period of time less than one (1) month nor in excess of one (1) year and upon request may be renewed for up to one (1) additional year.

10.7.1.2 Leaves granted for this purpose for less than seventy-five percent (75%) of the work year shall not constitute a break in continuity of service for salary placement purposes. Leave for more than seventy-five percent (75%) of the work year shall result in an adjustment in the workers seniority.

10.7.1.3 Upon expiration of such leave the worker shall be returned to his/her former classification and hours, but not necessarily to the particular assignment the worker formerly held.

10.7.2 Short-term Union Business

Representatives as designated by AFSCME, Local 101 shall be entitled to a collective total of ten (10) days per year without pay for Union business. No representatives designated by AFSCME, Local 101 may individually utilize more than four (4) of these ten (10) days in any one (1) school year. A request for such release time is to be submitted to the immediate supervisor for approval five (5) days in advance of the absence. Lesser notice will be allowed on an emergency basis. An undue disruption of work because of such possible absence may be grounds for denial of such release time.

10.8 Leave of Absence Without Pay

10.8.1 The District may, at its discretion, grant an unpaid leave of absence for up to one (1) year to a permanent bargaining unit worker upon receipt of a written request.

10.8.2 Request for leave under this Section must be submitted to the Assistant Superintendent of Human Resources at least four (4) weeks in advance of the desired start except in cases of emergency.

10.8.3 A worker granted a leave of absence under this section shall inform the Assistant Superintendent of Human Resources thirty (30) days prior to the scheduled return date as to whether the worker intends to return to duty upon expiration of the leave.

10.8.4 Request for early return from the unpaid leave of absence will be addressed on a case-by- case basis but will be taken very seriously by the District.

10.8.5 A worker's request to return to work early shall be given to the District at least thirty (30) days in advance of the date on which the worker is requesting to return.

10.8.6 Leave granted under this Section shall be without pay and if the worker is on such leave for more than seventy-five percent (75%) of the work year, the worker shall not receive credit for annual salary increments or longevity pay increases. The worker shall not be entitled to any worker benefits including health and welfare benefits except as provided in Section 10.13.1..

10.9 Judicial and Official Appearance Leave

10.9.1 Workers shall be entitled to a paid leave of absence for jury duty or as a witness in any court or legal proceedings other than as a litigant or party in the proceedings or for citizenship or naturalization. The District may require verification in the form of a judicial subpoena, a governmental agency summons, or other written notification for appearance.

10.9.2 Any amount received for jury service or witness fees, other than mileage, shall be paid to the District.

10.10 Military and Legislative Leave of Absence

10.10.1 Leaves of absence for active military service shall be granted with pay under the provisions of Section 395.01, Military and Veterans Code.

10.10.2 Workers elected to the State Legislature shall be granted a leave under the provisions of Section 44801 of the Education Code of the State of California.

10.11 Retraining and Study Leave

Leaves of absence for study and/or retraining may be granted to one (1) or more members of the unit as specified in Education Code section 45380, *et. seq.*

10.12 Bereavement Leave

10.12.1 A worker is entitled to a leave of absence without loss of pay not to exceed five (5) days on account of the death of any of the worker's immediate family. In the event of the death of the parent, child or spouse of the worker, he/she shall be entitled to an additional five (5) days, or ten (10) days total, leave of absence with pay for bereavement.

10.12.2 Members of the "immediate family" shall be as defined in Section 10.2.4.

10.12.3 A worker shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

10.12.4 After returning to work, a worker shall verify in writing within five (5) working days of a request by the Assistant Superintendent of Human Resources or designee, on an appropriate District form, that bereavement leave was used only for the purpose set forth in Section 10.12.1 above.

10.13 General Provisions Governing Leaves of Absence

10.13.1 In the event a worker goes out on a leave of absence that does not require the worker to elect COBRA based on applicable law or the terms of the applicable plan, the worker shall, in order to continue receiving health benefits, timely make payments for his/her portion of the health benefits premiums. If the worker does not qualify for continuing health benefits without electing COBRA, the worker shall be responsible for making the full payment, including any administrative fee, in a timely manner to continue receiving health benefits.

10.13.2 There shall not be a diminution of employment status for workers on unpaid leave except that no person shall be entitled to compensations or increments, nor shall the time taken on unpaid leave count toward credit for probationary workers in earning permanent status.

10.13.3 Upon expiration of such leave, the worker shall be returned to his/her former classification and hours, except as provided in Section 10.6.10 and/or as otherwise provided by applicable law, but not necessarily to the particular assignment the worker formerly held.

10.13.4 If a layoff occurs while a worker is on a leave of absence and that worker's hours, location, classification, or working conditions are affected in any way, that worker on leave shall be given appropriate notice and provided with all the rights of a worker affected by layoff as if the worker had been in active working status at the time.

10.13.5 If a worker is on an unpaid leave of absence for more than half of his/her work year, the worker shall not be entitled to a year of service for salary placement purposes. If a worker is on an unpaid leave for less than half of his/her work year, the worker shall be entitled to a year of service for salary placement purposes.

10.14 Military Spousal Leave

10.14.1 The District provides spouses and registered domestic partners of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the spouse is on leave from deployment during a period of military conflict.

10.14.2 An employee is eligible for leave under this policy if he or she:

10.14.2.1 Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

10.14.2.2 Works for the District for an average of 20 or more hours per week;

10.14.2.3 Provides the District with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and

10.14.2.4 Submits written documentation to the District certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

10.14.3 Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

10.14.4 Leave taken under this Section will not affect an employee's right to any other benefits.

10.14.5 The District will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this Section.

10.15 Parental Leave

10.15.1 This Section shall become effective as of January 1, 2017.

10.15.2 Interpretation of Parental Leave Section

This Section is based on Education Code section 45196.1 and shall be interpreted and implemented in compliance with Section 45196.1 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and AFSCME.

10.15.3 Definition of Parental Leave

For the purposes of this Section, "parental leave" has the same definition as set forth in Education Code section 45196.1. Education Code section 45196.1 defines "parental leave" as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."

10.15.4 Eligibility for Parental Leave

During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of parental leave pursuant to Government Code section 12945.2 and/or Education Code section 45196.1 for a period of up to 12 work weeks, the bargaining unit employee will be compensated at 50% of his/her regular salary for the remaining portion of the 12-workweek period of parental leave.

In order to be eligible for leave under this Section, a unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period; however, the unit member must otherwise satisfy the requirements set forth in Government Code section 12945.2(a) and Article 10.5.1.

10.15.5 Calculation of Parental Leave

For purposes of this Section:

10.15.5.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to Government Code section 12945.2 and Article 10.5 if the unit member qualifies for such leave.

10.15.5.2 For unit members who have not worked 1,250 hours during the previous 12-month period, but otherwise meet the requirements of Government Code section 12945.2(a) and Article 10.5.1, the 12-week

period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

10.15.5.3 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.

10.15.5.4 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

10.15.5.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 and Article 10.5.

10.15.5.6 The minimum duration for parental leave shall be two weeks. However, the District will grant on two occasions a bargaining unit employee's request to take parental leave in less than two week increments.

10.15.6 One 12-Week Leave Period Both Parents Employed By The District

When both spouses (registered domestic partners) of the child are employed by the District, and are eligible for leave under this Section, consistent with Article 10.5.4.1, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for parental leave.

10.15.7 Governing Board Approval Not Required

This Section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's Governing Board.

ARTICLE 11 – TRANSFERS AND ASSIGNMENTS

11.1 Voluntary Transfers

A transfer is a move of a worker from one job to another in the same classification at the same salary range at a different work site.

11.1.1 Classified positions which are newly created or vacated, shall be posted in each work site at least five (5) days prior to being filled. For the purposes of this Section, "position" means any regular assignment in all classifications covered by this Agreement. The District may simultaneously post the position within the District and externally.

11.1.2 Notice of vacancies will be forwarded to AFSCME, Local 101. During the summer months when the pony service is not available, notices of all posted vacancies, transfers, and promotions shall be mailed to the address the District has on file for of all ten- and 11-month workers and shall be mailed to the address the District has on file for 12-month workers who do not work at the District Office.

11.1.3 The notice of the positions posted shall include the job title and position; description of duties; minimum qualifications required for the position; the assigned job site(s);

the assigned work shift hours, weeks, and months per year; the deadline to apply; and the projected starting date.

11.1.4 Workers who wish to be considered for such positions shall complete the required application forms and procedures by the stated deadline for submitting an application.

11.1.5 Permanent workers in the class in which the newly created or vacated position exists shall have the right to apply for the position as long as the worker: (1) meets the minimum qualifications of the position; (2) has worked at least one year in the worker's current position and at the employee's site; and (3) is not currently on a performance improvement plan. If a worker meets the criteria set forth above, the site administrator/manager shall meet with the worker to discuss the vacancy. The District will provide notice to the worker of the date and time for the meeting. Within two business days of the meeting, the worker may in writing withdraw his/her transfer request by submitting that decision to the Human Resources Department. The site administrator/manager may also deny the proposed transfer. If the worker fails to attend the meeting, then the worker shall be deemed to have withdrawn the voluntary transfer request. .

11.1.6 The length of service will be the determining factor when two (2) or more relatively equally qualified candidates request a transfer to the same position.

11.1.7 If a transfer is denied, the worker may request written reasons for the denial or meet with Administration to discuss the denial.

11.1.8 All vacant positions shall be offered to be filled within twenty (20) workdays from the closing date of the job posting.

11.2 Reassignment

11.2.1 A reassignment is a move of a worker from one job to another at the same job site in the same classification at the same salary range.

11.2.2 Reassignments are regulated by the transfer language contained in Section 11.1, except that probationary workers may apply for reassignments if the evaluator of the reassigned position is the same as the evaluator of the previous position. The probationary workers applying for reassignment will have the same seniority rights as transferees have under Section 11.1.

11.3 Length of Service Defined

11.3.1 For the purpose of this Article, "Length of Service" for all workers shall be defined as date of hire or assignment into current classification plus higher classes within the same job family.

11.3.2 In the event of a tie in length of service in a classification, time in any other classification shall count toward computation of length of service. Should a tie still exist, the tie shall be broken by lottery.

11.4 Administrative Transfers

11.4.1 An administrative transfer may be initiated by the Superintendent or his/her designee and shall be based exclusively on the work related special needs of the District and/or welfare of the workers involved and will not be for punitive or capricious

reasons.

11.4.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the District regarding the proposed transfer.

11.4.3 In the event of a reorganization which will necessitate a transfer of a worker, and if more than one (1) worker is currently in the class at the site from which the transfer will be made the transfer opportunity shall be offered in decreasing seniority order starting first with the worker with the greatest length of service on a voluntary basis. If no employee volunteers for the transfer, the District shall transfer the worker with the least length of service.

11.5 Bus Driver Assignments

In exchange for a guaranteed seven (7) hour work day (which for purposes of this section is based on a week with five (5) days in paid status, thirty-five (35) hours per week. In any week with fewer than five scheduled days in paid status, the guarantee would be reduced by seven (7) hours for each day less than five scheduled work days) and an eight (8) hour health benefit level for Bus Drivers, AFSCME and the District agree to the following language:

11.5.1 Postings

The Transportation Department will post new or vacant bus run assignments at least three (3) working days before filling a regular assignment. Permanent bus drivers may submit requests to fill the vacant assignment within the three-day posting period.

All bus assignments will be treated as being vacant prior to the commencement of the school year and prior to the summer session. Each time a route increases by more than forty-five (45) minutes above the original bid, the route shall be posted for re-bid.

11.5.1.1 Annual bidding will occur in August or September (workdays before school begins) unless the District needs to schedule at some other time. Bidding will occur during regularly scheduled work hours. If bidding is scheduled at a time other than during regularly scheduled work hours, attending drivers will be paid in increments of fifteen (15) minutes. Drivers who are unable to attend may submit written or verbal selection(s) prior to bidding date.

11.5.1.2 Bidding information including complete routes, attendance areas or stops, times, destination, length of run and work schedule (designating break and split shift times) shall be posted three (3) working days prior to bidding day. A driver may request a copy of the posting within the three (3) day posting period.

11.5.1.3 Qualified drivers, in the order of their length of service as defined in Section 11.3, will be offered their choice of assignments.

11.5.1.3.1 Drivers having the same length of service shall be differentiated for seniority on the basis of date of certification as a school bus driver by the California Highway Patrol.

11.5.2 Before the Pre-School bidding, October bidding, and Summer School bidding, the District shall provide the AFSCME Business Agent with written notice of the date and time of each bidding ten calendar days before the bidding takes place.

11.5.3 Decrease in Bus Run

This Section shall not be operative as long as the District maintains a seven (7) hour workday and eight (8) hour benefit level for all bus drivers. If the District discontinues the standard seven (7) hour workday and eight (8) hour benefit level, this language shall become operative.

The District shall give thirty (30) calendar days written notice to the Union and to the affected bus driver before implementing a reduction of fifteen (15) minutes or more in the assigned time of a bus route as originally bid or as re-bid.

11.5.3.1 This notice shall contain the current number of hours the driver has, the proposed decrease and the reason for the decrease.

11.5.3.2 The District shall meet and confer with the Union if requested over the reasons and impact of the decrease in the bus route. This meeting shall not delay implementation of the 30-day notice.

11.5.3.3 The driver shall be entitled to be paid for the hours as bid or re-bid until thirty (30) calendar days following receipt of the written notice.

11.5.3.4 When the decrease in time is implemented, the decrease shall not be considered a lay off. This provision applies only to bus driver assignments.

11.5.3.4.1 The District shall first attempt to restore hours to the assignment.

11.5.3.4.2 If the hours cannot be restored, all routes with the same hours or less than the one decreased, shall be re-bid.

11.5.3.4.3 This re-bid shall take place between the 25th and the 28th day following the notice.

11.5.4 Bus Driver Temporary Work/Filling In

11.5.4.1 The District agrees that regular workers in the Transportation family as defined in Section 11.7 shall be offered first opportunity to do temporary work and/or fill in for absent workers in non-bus driving positions in rotational seniority order, provided that the worker is qualified to perform the work needed.

11.5.4.2 Workers shall indicate their desire to fill in for absent workers and/or to be trained to perform temporary work within the Transportation family. During the months of September and February, the District shall post a list of possible jobs and the training and Bus Drivers shall sign up for these. The list shall remain posted for ten work days. Additionally, employees hired after the posting period(s) has expired and those employees who were absent during the post period(s) shall be entitled to indicate their desire to fill in for absent workers and/or to be trained

to perform temporary work within the Transportation Family within fifteen working days of the newly hired employee having commenced employment with the District and fifteen working days of the employees return from his/her absence.

11.5.4.3 The workers shall fill the positions in rotating seniority order among those workers who have successfully completed training or have otherwise demonstrated prior ability in performing the duties listed above.

11.5.4.4 The provisions of Article 11.5.4 shall not apply to temporary work in a bus driver position or filling in for absent workers in bus driver positions.

11.5.5 Extra Time

All Bus runs not covered by Section 11.5.1 shall constitute extra time and shall be assigned to all qualified drivers on a rotational basis by length of service.

11.5.5.1 Bus Driver Extra Time Assignments

11.5.5.1.1 Posting

11.5.5.1.1.1 The District will begin posting opportunities for extra time assignments that may involve overtime for the selected worker ("ET/OT) by 12:00 p.m. on Monday for the following workweek, i.e., the next Monday through Sunday.

11.5.5.1.1.2 Postings will remain on the board until 12:00 p.m. on Thursday.

11.5.5.1.1.3 The District will provide notice to employees of ET/OT assignments by 3:00 p.m. on Friday of that week.

11.5.5.1.2 Rotating Seniority Lists

11.5.5.1.2.1 All drivers will be given the opportunity for ET/OT assignments each workweek provided there are a sufficient number of trips available.

11.5.5.1.2.2 The District will maintain four rotating seniority lists as follows:

List #1: Trips scheduled before 4:00 p.m. and on a regular workday. Any driver who accepts or denies an ET/OT assignment is rotated.

List #2:	Trips scheduled after 4:00 p.m. on a regular workday. Any driver who accepts or denies an ET/OT assignment is rotated.
List #3:	Trips available on weekends and holidays. All weekend/holiday trips, regardless of when they become available, will be rotated on weekend/holiday list. Any driver who accepts or denies an ET/OT assignment is rotated.
List #4:	Last minute trips. For purposes of this Section, "last minute" is defined as work received after the posting deadline of 2:30 p.m. on Wednesday. Examples of last minute trips include, but are not restricted to the following: (1) last minute activity runs; and (2) last minute coverage for absences/emergencies, except for weekend/holiday trips.

11.5.5.1.2.3 Seniority lists 1, 2, and 4 will begin with the most senior driver on the first work day of each school year and will continue rotating for the duration of the school year and then shall be reset.

11.5.5.1.2.4 Seniority List 3 (weekend/holiday trips) will rotate continuously and shall not reset annually.

11.5.5.1.3 Priority Order Of Interest For ET/OT Assignments

11.5.5.1.3.1 Drivers are responsible for identifying their priority order of interest for the ET/OT posted trips by 12:00 p.m. on Thursday of that week.

11.5.5.1.3.2 If a driver fails to identify his/her priority order of interest by the deadline, he/she shall not be considered for ET/OT assignments for the following workweek.

11.5.5.1.3.3 In the event a driver is absent, he/she must notify the dispatch office if he/she wishes to be included in the rotation upon his/her return to work during that workweek. The dispatcher will act as proxy and identify the priority order of interest for the absent driver(s). Only the dispatcher or employee filling in as the dispatcher has the authority to act as proxy for an absent driver.

11.5.5.1.4 ET/OT Assignments

11.5.5.1.4.1 ET/OT assignments will be assigned by rotating seniority lists taking into account the driver's "priority order of interest" selections for the posted ET/OT trips.

11.5.5.1.4.2 If all ET/OT trips that were posted before 2:30 p.m. on Wednesday are not filled after one rotation, the District will assign drivers who have already received an ET assignment with additional ET assignments based upon the listed priority of interest, except for weekend/holiday assignments, until all ET assignments are filled.

11.5.5.1.4.3 If the District is not able to fill all ET/OT trips that became available before 2:30 p.m. on Wednesday, it shall first attempt to fill the ET/OT trip using List #4, except for weekend/holiday trips, and if it is not able to fill the ET/OT trip, it shall make the necessary arrangements to ensure that the ET/OT trip is completed, including through the use of contractors.

11.5.5.1.4.4 ET/OT trips that become available after 2:30 p.m. on Wednesday will be rotated through list #4 (Last minute list), except for weekend/holiday trips.

11.5.5.1.4.5 In the event a weekend/holiday trip becomes available after postings are removed at 12:00 p.m. on Thursday the dispatcher, or the person filling in as dispatcher, will contact

the driver at the top of the current weekend/holiday trip/rotational trip list. Dispatch will note the time and process of contacting the driver i.e. by phone, radio, cell phone. Dispatch will allow one (1) hour to receive a call back from the eligible driver before giving the ET/OT assignment to the next driver in the rotation. If dispatch cannot reach and/or the driver has not called back within the one (1) hour time frame, the driver is then rotated.

11.5.5.1.4.6 Drivers whose assignments include out-of-district students will be offered first opportunity to drive their student(s) during the District vacation and/or holiday periods. In the event two drivers cover the same route or student the ET/OT assignment will be offered first to the more senior driver.

11.5.5.1.4.7 When a driver accepts an ET/OT assignment, it becomes a part of the driving assignment for that day.

11.5.5.1.5 Cancelled ET/OT Assignments

If an ET/OT assignment is cancelled after ET trips are assigned, dispatch will notify the driver of the cancellation. In that event, and as an exception to the rotating seniority assignment system, the driver shall be given his/her first choice of ET/OT assignments governed by List Numbers 1, 2, and 3 for the following week.

11.5.5.2 Drivers must demonstrate to the Transportation Supervisor that they have the required skills to handle the particular bus equipment designated for the extra run. Demonstration will be on District time, but any practice necessary will be on the driver's unpaid time.

11.5.6 Posting

This Section shall not be operative as long as the District maintains a seven (7) hour workday and eight (8) hour benefit level for all Bus Drivers. If the District discontinues the standard seven (7) hour day, this language shall become operative.

A chart will be posted and updated daily indicating the total hours of extra time offered and worked, or hours of extra time declined by each bus driver. Hours will be evened out as nearly as possible every three (3) months so each driver shares equally in extra time. The Transportation Supervisor will make available to an AFSCME appointed bus driver all records and information, including monthly overtime sheets, required for posting.

11.5.6.1 The District agrees to prepare a monthly summary showing for each bus driver the monthly extra time hours and the year-to-date total extra time hours. This summary will be available in addition to the computer printout, which will contain the backup information regarding the offering of extra time.

11.5.6.2 All hours must be within ten (10) hours between the highest and lowest to constitute a fair distribution of extra hours.

11.5.7 Bus Driver Floater

There will be three (3) bus driver floaters. Two floaters will be assigned eight (8) hours and one (1) floater will be assigned hours equal to the highest number of hours under an eight hour shift assigned to any other driver. The Union and District agree to reopen this section in the event that there are less than twenty-five (25) bus driver positions or more than forty-five (45) bus driver positions.

11.5.8 Non Driving Time

All bus drivers shall be paid for non-driving time at a minimum level as follows:

11.5.8.1 Warm Up Inspection:

11.5.8.1.1 Air Brake Bus – Twenty (20) minutes
11.5.8.1.2 Non-Air Brake Bus – Fifteen (15) minutes
11.5.8.1.3 Clean Up and Paperwork – Fifteen (15) minutes

11.5.8.2 Effective August 14, 2007, the District agrees to pay bus drivers for non-driving time as follows:

11.5.8.2.1 Warm Up Inspection:
11.5.8.3.1.1 Air Brake Bus – Thirty (30) minutes
11.5.8.3.1.2 Non-Air Brake Bus – Twenty (20) minutes
11.5.8.2.1.3 Clean Up and Paperwork – Fifteen (15) minutes

The above increase in inspection time shall not constitute a binding past practice. The supervisor may reduce the inspection time to the minimum inspection times set forth above. The supervisor, however, is required to provide the Union with the reasons for the decision at least thirty (30) days in advance of implementation of the reduction.

11.5.9 Bus Driver Absences

Any extended absence or vacation of 15 work days or more shall be posted. If an absence is initially less than 15 work days and is subsequently extended to 15 work days or more, the position will be posted within two working day of the Human Resources Department receiving and approving the written notification of the extension request. If the employee returns to work within the three day posting period, the posting shall be cancelled.

11.5.10 Special Education Changes

All special education changes shall be time stamped and placed on the appropriate driver's box. The driver shall be notified by radio that a change has been placed in the box. These changes shall be implemented no less than twenty-four (24) hours (or one [1] full working day) after placement in the box.

11.6 Promotion

11.6.1 "Promotion" is defined as a movement of a permanent worker from one job classification to another job classification with a higher salary range.

11.6.2 The District must first attempt to fill vacant positions within a job classification through the transfer procedure when it is applicable.

11.6.3 The Human Resources Department will post vacant or new positions for at least five (5) days before filling the position. The District may simultaneously post the position within the District and externally.

11.6.4 Promotional positions shall be offered to be filled within twenty-five (25) workdays from the closing date of the job posting; however, the District may repost the vacancy if the District does not select any of the applicants for the vacancy.

11.6.5 Workers applying for a promotion must meet the minimum qualifications and human relations skills required of that position.

11.6.5.1 Workers applying for the promotion and who meet the requirements of Section 11.6.5 shall be interviewed consistent with procedure set forth in Section 11.6.6 prior to external applicants.

11.6.5.2 If a worker applies for a promotion, is interviewed, and the promotion application is denied, the worker may request the rationale for the denial and the District shall provide an explanation within ten (10) working days after the worker requests the explanation.

11.6.5.3 In the event the District does not select a worker for the promotion, irrespective of the number of workers who have applied for the promotion, the District may interview external applicants for the vacant or new position.

11.6.6 Interview Panel and Process

11.6.6.1 The Union shall have the right to appoint one (1) worker in the appropriate job family to a three-member interview team or two (2) workers to a five-member interview team.

11.6.6.2 The Union shall notify the Human Resources Department annually by November 1st of the worker and the alternate appointed to serve on interview teams for that job family.

11.6.6.3 The District will not delay the hiring process if workers are unavailable to serve on interview teams due to recess periods or other reasons.

116.6.4 The District does not compensate workers for service on interview teams outside work hours.

116.6.5 Workers serving on interview teams shall not divulge confidential information about the process or applicants. If a worker breaches this confidentiality provision, the worker will be ineligible for further service on interview teams and the Union may appoint a replacement.

11.6.6.6 If designated workers are unavailable, the Union shall be notified and shall have the opportunity to provide alternates.

11.6.6.7 Seniority Within Promotional Opportunities

11.6.6.7.1 In order to strengthen the role of seniority in the promotion process, the parties agree to the following two step process:

11.6.6.7.1.1 Additional points will be awarded in the interview process specifically for seniority:

5 years = 2 points
10 years = 4 points
15 years = 6 points
20 years = 10 points

These points will automatically be added to each panel member's score for the candidate.

11.6.6.7.1.2 This point scale will be applied to all promotion processes automatically, and not used only when needed as a "tie breaker."

11.6.6.7.2 The length of service will be the determining factor when the District has determined that two (2) or more applicants are relatively equally qualified for the position.

11.6.7 Promotional Salary Increase Determination

When a worker is promoted, and is not at the time of the promotion decision, working out of class as defined in Article 5.4; working as a long-term substitute, as defined in Article 11.8.1; or working on temporary reassignment, as defined in Article 11.8.2 in the position in which he/she is receiving the promotion, his/her salary will be determined to be the greater of:

11.6.7.1 His/her initial placement on the new classification's range as if he/she were a new worker; or

11.6.7.2 The step of the new classification's range which reflects a two and one-half percent (2 1/2%) or increase over the employee's current base hourly rate. In the event the new classification's range does not have a step which exactly reflects a two and one-half percent (2 1/2%) increase, placement will be at the step that is closest to a two and one-half percent (2 1/2%) increase for the employee. In no event will an employee receive less than a two and one-half percent (2 1/2%) increase.

11.6.7.3 If an employee receiving a promotion is, at the time of the promotion decision, working out of class as defined in Article 5.4; working as a long-term substitute, as defined in Article 11.8.1; or working on temporary reassignment, as defined in Article 11.8.2, in the position in which he/she is receiving the promotion, the employee's new salary shall be the step on the range of the new position that is closest to the

base hourly rate he/she was receiving under Article 5.4, 11.8.1 or 11.8.2, as applicable, unless he/she will receive a greater increase to his/her base hourly rate under Article 11.6.7.1 or 11.6.7.2, in which case he/she shall be placed on the step as determined by 11.6.7.1 or 11.6.7.2 that provides the greater increase to his/her base hourly rate.

11.6.7.4 Salary for the new classification shall begin on the effective date of promotion.

11.6.8 Probation in Promotional Position

11.6.8.1 Workers who are promoted shall serve a six-month probationary period in the new position before obtaining permanent status in the new position.

11.6.8.2 If the worker is unable to complete a successful probationary period, the District may extend the probationary period.

11.6.8.3 If the worker is unsuccessful in completing the probationary period, the worker shall be immediately reclassified to his/her previous classification and assigned to the first vacancy in a position where the worker had previously obtained permanent status.

11.7 Definition of Job Family

For the purpose of this Section, "Job Family" shall be designated in the Classified Salary Schedule(s) and are specifically the following: Custodial, Food Service, Grounds, Maintenance, Storekeeping/Supply, Transportation, and Miscellaneous.

11.8 Long-Term Substitutes

"Long-term substitute" is defined to mean a worker who is replacing another worker who is on a leave of absence or a long-term illness leave.

11.8.1 Long Term Substitutes

11.8.1.1 The District may open long-term substitute positions, which are open for twenty (20) workdays and do not exceed sixty (60) workdays, to permanent bargaining unit members. Should the District decide to fill a position under this subsection with a bargaining unit member, the position will be filled in accordance with Section 11.1. If the District appoints a bargaining unit member to fill such position, such worker will be paid at a rate of pay five percent (5%) above his/her regular rate of pay, or at the third step on the range of the classification on which he/she is working as a long-term substitute, whichever is higher, if the long-term substitute position is in a higher classification.

11.8.1.2 The word "may" shall only be interpreted to mean that the District retain(s) the flexibility to: 1) not fill such a position and/or; 2) to fill the position from the outside if it is determined that there is no qualified candidate.

11.8.1.3 The words "should the District" shall only be interpreted to mean that the District retain(s) the flexibility to: 1) not fill such a position and/or; 2) to fill the position from the outside if it is determined that there is no qualified candidate.

11.8.2 Temporary Reassignment

If a long-term substitute position is available and exceeds sixty (60) workdays, the position will be made available to bargaining unit members as a temporary reassignment. The position shall be posted and filled in accordance with Section 11.1.

11.8.2.1 If a bargaining unit member is selected to fill the position, the worker will continue as a regular classified worker on a temporary reassignment and will be entitled to whatever benefits accompany the position.

11.8.2.2 Should a leave position originally expected to be less than sixty (60) days become a leave position of sixty (60) days or more, at the point when it is known that the position will be extended, the "long-term substitute" currently filling the leave position shall immediately be changed to "temporary assignment status" and begin to receive all additional benefits (if any) as of that day.

11.8.3 Should the leave position become a permanently vacant position, and should the District determine that the vacancy will be filled, the position shall be reposted and filled in accordance with this article.

The words "should the District" shall only be interpreted to mean that the District retain(s) the flexibility to: (1) not fill such a position; and/or (2) to fill the position from the outside if it is determined that there is no qualified candidate.

11.8.4 When a bargaining unit worker fills in as a long-term substitute or takes a temporary reassignment, his/her seniority shall continue to accrue in his/her regular classification. Upon completion of his/her term as a long-term substitute or temporary reassignment, the worker shall be entitled to return to his/her worker classification, hours and location.

11.8.5 The District shall have the option to determine the manner in which the temporarily reassigned worker's position shall be filled.

11.9 Submitting Work Orders to Custodians

Custodians shall be required to take orders from designated management/supervisory personnel only. Any other person desiring work to be performed by the custodian shall channel the request through a process designated by that custodian's immediate supervisor following discussion with the custodian.

ARTICLE 12 – EVALUATION

12.1 Probationary Period

12.1.1 A probationary worker is a regular worker who will become permanent upon completion of a prescribed probationary period either as a new worker of the District or a worker who is serving a probationary period following the receipt of a promotion.

The probationary period-shall be six work months of service work for the District. The period of time by which the six month probationary period shall be calculated shall exclude:

12.1.1.1 non-work summer months for 10 and 11 month employees and shall commence with the employee's first day of actual work/service with the District.

12.1.1.2 periods of time in which any bargaining unit employee is on a leave of absence for more than ten consecutive work days, unless otherwise prohibited by applicable law.

12.1.2 Probationary workers shall be evaluated at least twice during the probationary period, once before the end of the third-month and once before the end of the fifth-month.

12.1.3 The District may, at its option, extend the probationary period up to an additional six (6) months of service/work.

12.2 Permanent Worker Evaluation Cycle

Permanent workers shall be evaluated at least once every two (2) years.

12.3 Ten (10) Days to Respond to Evaluation

Evaluation procedures in Sections 12.1 and 12.2 shall be subject to the grievance procedure. If the worker disagrees with the content of an evaluation, the worker shall have the right to attach a written response which shall become part of the permanent record. The worker has ten (10) workdays following the receipt of the evaluation in which to attach the written response.

12.4 Personnel Files

There shall be one (1) official personnel file for each worker which shall be maintained at the District's Human Resources office.

12.4.1 Workers may, in writing, authorize a representative to have access to and to review the worker's official personnel file. A worker shall have the right, at reasonable non-work times, to examine his/her personnel file with the exception of material that includes rating reports, or records, which were obtained prior to the employment of the work involved.

12.4.2 Workers shall be given the opportunity to comment, in writing, on the contents of written material and to have his/her written comments made a part of the personnel file and attached to such material. Workers shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the worker's personnel file. The worker shall be given an opportunity during normal working hours to review, discuss, or comment on any material to be placed in the personnel file. The worker's signature on any material, derogatory, or otherwise, shall be deemed as solely for the purpose of verification of the worker's review of the material and not necessarily understood to be the worker's agreement or concurrence with the materials or contents of the materials.

12.4.3 No disciplinary action shall be taken for any cause or based on any materials in the personnel file if the cause arose or the materials were generated more than two (2)

years preceding the date of the filing of the Notice of Cause unless such cause was concealed by the worker when it could be reasonably assumed that the worker should have disclosed the facts to the District.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Definitions

13.1.1 A "grievance" is a claim by one (1) or more workers in the unit or a claim by the Union on behalf of one (1) or more workers in the unit of an alleged violation, misinterpretation or misapplication of any provision of the Agreement.

13.1.2 A "day" is any day in which the central administration office of the District is open for business.

13.1.3 A "workday" is any day in which the worker is required to report for duty.

13.1.4 A "representative" shall be a person chosen by the grievant to represent the grievant.

13.1.5 The "immediate supervisor" is the management or supervisory person having immediate jurisdiction over the grievant.

13.1.6 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

13.2 Worker/Union Rights During Grievance Process

Workers shall have the right to present their own grievances up to but not including arbitration or do so through a representative of the Union. When a grievant is not represented by the Union, the Union shall have the right to receive a copy of the grievance and any proposed resolution of the grievance, and to file a response at all stages of the grievance procedure prior to a resolution of the grievance.

13.3 Informal Level

Before filing a formal written grievance and within fifteen (15) days after knowledge of the act or omission giving rise to the grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The grievant must specifically identify that the meeting constitutes the informal level grievance meeting. The supervisor shall respond orally or in writing within ten (10) days of the conference.

13.4 Formal Level

13.4.1 Level I

Within ten (10) days after the supervisor's response, the grievant may present such grievance in writing on the appropriate form to the immediate supervisor.

13.4.1.1 This statement shall cite the appropriate provision of this Agreement alleged to have been violated, misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, the remedy sought and the grievant's representative, if any.

13.4.1.2 The supervisor shall communicate a decision to the grievant and the steward in writing within ten (10) days after receiving the grievance.

13.4.1.3 Prior to the supervisor's decision either party may request a conference with the other party.

13.4.2 Level II

13.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or his designee within the ten (10) days after receipt of the decision at Level I.

13.4.2.2 Either the grievant or the Superintendent, or his designee, may request a conference with the other party at the time the appeal is filed. Within ten (10) days after the appeal is filed or within five (5) days after conclusion of any conference, whichever is the sooner, the Superintendent or his designee shall communicate a decision in writing to the grievant and the steward, with a copy sent to AFSCME, LOCAL 101.

13.4.3 Level III

13.4.3.1 If the grievance is not resolved at Level II, the Union may, within twenty (20) days after the receipt of the decision from Level II, request in writing that the grievance be submitted to binding arbitration.

13.4.3.2 An appeal at this level shall result in arbitration under the Rules of the California State Mediation and Conciliation Service; the arbitrator's decision shall be binding to both parties.

13.4.3.3 This level of appeal shall be in writing and addressed to the Superintendent. It shall be hand delivered or mailed by certified mail.

13.4.3.4 The Superintendent, or his/her designee, or the representative of the Union shall contact the California State Mediation and Conciliation Service naming the parties to the grievance. The California State Mediation and Conciliation Service shall be asked to provide a list of five (5) arbitrators to each of the parties. Each party will alternately strike from the list until only one (1) name remains. This person shall be the arbitrator. The order of striking will be determined by lot.

13.4.3.5 The arbitrator shall be provided all available documents relating to the grievance. If a question arises as to the grievability of the dispute, this question will first be ruled upon by the arbitrator selected. Parties in interest shall be given at least five (5) days prior notice of the time and place of the hearing. Parties in interest and their conferees shall have the right to be present at such hearings.

13.4.3.6 The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with arbitral standards of contract interpretation.

13.4.3.7 The arbitrator's findings and recommendations, in writing, shall be final and shall be submitted to both parties.

13.4.3.8 Any cost of the proceedings, other than those incurred unilaterally by either party, will be shared equally by the parties. If the arbitrator requests a transcript of the proceeding, the cost of that transcript shall be divided equally between the District and AFSCME, LOCAL 101. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties request a copy of the transcript, the total cost shall be divided equally between the District and AFSCME, Local 101.

13.5 Miscellaneous Provisions

13.5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

13.5.2 In the event a grievance is filed at such time that it cannot be processed through all the levels of this grievance procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.

13.5.3 Time limits given in these procedures may be modified by written agreement of all parties involved.

13.5.4 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.

13.5.5 No party in interest shall take reprisals against any member of the unit, party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

13.5.6 Right of Representation

Except as otherwise provided in this article, the AFSCME, LOCAL 101 representative or steward shall be permitted to be present at the request of the worker at those discussions with the worker's supervisor where it may reasonably be expected that disciplinary action may be considered.

13.6 Release Time for Processing Grievances

13.6.1 The Union agrees to notify the District of the names of those individuals designated as Union stewards to receive grievances, investigate, and represent workers in the grievance procedure.

13.6.2 So long as there is no undue disruption of work, stewards will be allowed reasonable release time away from their work duties without loss of pay to act in representing a worker or workers at all levels of the grievance procedure. The steward shall submit to his/her immediate supervisor a request for release time for such purpose on the appropriate District form.

13.6.3 If the immediate supervisor does not approve the request for release time, the request may be submitted by the steward and or the immediate supervisor to the Assistant Superintendent for Human Resources for review. When a grievance hearing or

conference is held during the workday, the following will be entitled to receive release time to attend such hearing without loss of pay: the grievant(s), his/her representative, and any worker who is required to appear as a witness.

13.6.4 The Union will make every effort to request release time for the processing of grievances at least twenty-four (24) hours in advance, so the District can arrange for a substitute if necessary.

ARTICLE 14 – SAFETY

14.1 Complying with State/Federal Regulations

The District is obligated by law to conform and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and federal law including the provision of the California Occupational Safety and Health Act.

14.2 Hazard Report Form

It shall be the responsibility of workers to report unsafe, hazardous or unsanitary conditions as soon as possible to their respective immediate supervisors who shall report the condition to the administration. The District shall make available a standard Hazard Report form which may be filed by any worker with his/her immediate supervisor, who shall provide the worker with a copy.

14.3 Supervisor Response

The supervisor must respond to a Hazard Report Form within two (2) working days of receipt of the report. Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible. If this is not done within a reasonable time, the matter should be reported directly to the Office of the Assistant Superintendent for Business.

14.4 Workers Rights in Hazardous, Unsafe, and Unsanitary Conditions

In the event a hazardous, unsafe, or unsanitary condition exists at a work site or on a vehicle, the worker will not be required to remain at the site or on the vehicle but may be reassigned temporarily to other work sites or vehicles within the same classification.

14.5 District Safety Committee

The AFSCME, LOCAL 101, shall appoint one (1) worker to serve on the District Safety Committee.

14.5.1 Attendance at District Safety Committee Meetings shall be without loss of pay when scheduled during the worker's assignment duty hours.

14.5.2 The AFSCME, LOCAL 101, has the right to designate at each school site, or major work site, one (1) person to a accompany a safety inspection.

14.6 Asbestos

All workers have a right to know all information about asbestos in their schools or any schools in which they may be working.

14.6.1 All workers have a right to refuse to work in any building where asbestos removal is occurring.

14.6.2 Workers shall have a right to be furnished with all protective covering if they do work in or around any school where asbestos is present or asbestos is being removed.

14.6.3 All workers must be informed where the asbestos report is within forty-eight (48) hours of being sent to a new site.

14.6.4 All workers who work near or around asbestos must receive training as needed to update the workers on safety precautions.

14.6.5 All new workers shall receive initial training on asbestos within six (6) months of hire.

14.7 Emergency/Disaster Preparedness

The District and Union agree to work on a committee together to prepare, update and distribute an Emergency/Disaster Preparedness Plan. Union participants on this committee shall be entitled to release time.

14.7.1 All workers shall be provided with a copy of the Emergency/Disaster Preparedness Plan.

14.7.2 The District will provide annual Emergency/Emergency Preparedness training for bargaining unit employees.

14.7.3 All new workers shall receive a copy of the Emergency/Disaster Preparedness Plan at orientation.

14.7.4 The Committee shall meet at least once a year to review and assess the accuracy of the plan and update the plan if needed.

14.8 Substance Abuse and Federally Mandated Drug Testing Substance Abuse

14.8.1 School bus drivers and any other worker required to have a commercial vehicle license shall be subject to pre-employment, random, reasonable suspicion or post-accident drug testing as required by Federal Department of Transportation regulations. The District shall restrict this testing to workers required to be tested by federal law and shall restrict testing to those substances for which testing is required. The District shall comply with all requirements of federal law and regulation and with Administrative Regulation 4112.42/AR-l, 4212/AR-l, 4312.42/AR-1 in conducting this testing. Workers who are subject to this federally-mandated testing shall be compensated for the actual time spent during the testing process. Workers who are subject to this federally-mandated drug testing shall be given a copy of the District administrative regulation regarding this testing and the workers shall sign the certificate of receipt. The Administrative Regulations are also available on the District's website at ogsd.net.

14.8.2 The District maintains a drug and alcohol free workplace and the Union and the District both feel very strongly that a drug and alcohol free environment be maintained. All District workers are encouraged to utilize a counseling program for chemical dependency when necessary. A worker who tests positive under the federally- mandated drug testing who is not dismissed, may have one (1) opportunity to take a leave of absence and use personal sick leave or extended sick leave for the purpose of entering a rehabilitation program. Other workers may also request a leave of absence and use sick leave for this purpose.

14.8.3 Drug testing procedures will be contained in Administrative Regulation 4112.42/AR-1, 4212/AR, 4312.42/AR-l in order to provide flexibility in implementing the federal mandate. Either party may request to meet and confer about a change in the procedures. A copy of the Administrative Regulation will be provided to employees and the workers shall sign the certificate of receipt. The Administrative Regulations are also available on the District's website at ogsd.net. The Union or the District may bargain issues relating to the Drug and Alcohol Testing For Safety Sensitive Personnel in future contracts.

ARTICLE 15 - DISCIPLINE

15.1 Probationary Worker Discipline

The District shall notify the Union within one work day after notifying a probationary worker of the decision to suspend or dismiss the probationary worker. The probationary worker may request an administrative review by submitting a written request to the Assistant Superintendent, Human Resources or his/her designee within five work days of the District notifying the worker of the suspension or dismissal. The District may grant an administrative review. The Assistant Superintendent or his/her designee's decision shall be final and not challengeable.

15.2 Permanent Worker Discipline

The District may discipline permanent bargaining unit members for just cause. Disciplinary action is defined as dismissal, suspension, reprimands (oral and written), or demotion.

15.3 Progressive Steps Procedure

In handling disciplinary matters, progressive steps shall be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. A copy of all written discipline, including warnings or reprimands, shall be sent to the Union office unless the worker requests within five (5) days that the written warnings/discipline not go to the Union. Progressive steps shall occur in the following order:

15.3.1 Verbal Warning(s)

The supervisor shall give a reasonable period following a verbal warning to permit the worker to correct the problem without incurring more severe disciplinary action.

15.3.2 Written Warning(s)

After the worker has been given at least one (1) informal or verbal warning, the supervisor may issue a written warning to be placed in the personnel file.

15.3.3 Suspension

15.3.4 Involuntary Demotion or Dismissal

15.4 Written Notice Procedure

When a suspension, demotion or dismissal is proposed, notice of such disciplinary action shall be made in writing and served in person or by certified mail and administrative hearing (Skelly hearing) shall be held prior to disciplinary action becoming effective except where circumstances require immediate action prior to written notification. The notice shall be included in the worker's personnel file and a copy sent to the union, and the notice shall include the following:

15.4.1 Statement of disciplinary action proposed

15.4.2 Effective date of the action

15.4.3 Statement in ordinary and concise language of the act or omissions upon which the action is based

15.4.4 Statement advising the worker of the right to a Skelly hearing and the right to appeal the recommendation of the Superintendent/designee to the Board of Trustees

15.4.5 The right to union representation at all steps of disciplinary procedure

15.4.6 Designation of the rule or regulation (if any) which the worker has violated

15.5 Skelly Hearing Request

Workers will be given seven (7) working days from receipt of the Notice of Proposed action to request a Skelly meeting with the Superintendent/designee in order to respond to the charges, either orally or in writing. The worker shall have a right to have representation at such a meeting. Failure to request this hearing within the specified time will constitute a waiver of the right to a hearing.

15.6 Providing Written Documentation in Advance

Written materials on which the charge is based shall be provided to the worker and representative in advance of the administrative hearing allowing reasonable time for review prior to the hearing.

15.7 Written Notice of Decision

After the hearing or passage of time to request a Skelly hearing, the Superintendent or designee will give the worker and the union a written notice of his/her decision. This notice shall be delivered in person or by certified mail.

15.8 Worker Remaining in Paid Status

A worker in paid status shall remain in paid status until he/she receives the District's decision in accordance with Section 15.7 above except under circumstances of job abandonment. After the District has made a reasonable attempt to contact the worker, that worker will no longer be on paid status.

15.9 Appeal Procedure

15.9.1 The worker may appeal the decision of the Skelly officer to the Board of Trustees. Written notice of appeal must be delivered within ten (10) working days of service of the decision of the Skelly officer. Failure to request a hearing within ten (10) working days from service of the decision will constitute a waiver of the right to a hearing.

15.9.2 If a hearing is requested, the Board shall set a time and date for such hearing and shall deliver written notice of the hearing to the worker within 30 working days after the delivery of the request. The hearing shall be held in closed session unless the worker requests an open hearing. The worker may utilize the services of a union representative at all steps of the hearing procedure.

15.9.3 The Board may sustain, reject or modify the recommended disciplinary action. The Board's determination of the sufficiency for the cause for disciplinary action shall be conclusive.

15.9.4 If the disciplinary action against the worker is not upheld by the Board, the worker shall be compensated for any loss in salary resulting from a demotion or suspension without pay prior to the hearing.

15.10 Emergency Suspension

When circumstances require immediate action the District may immediately suspend a worker with pay. Such suspension shall be with pay until the worker has been given the written notice described in Section 15.3 and the opportunity to respond to the charges at the Skelly hearing. Thereafter, the worker may be suspended with or without pay.

15.11 What Can Be Grieved

The procedures of this article are subject to the grievance procedure (Article 13). The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

ARTICLE 16 – LAYOFF PROCEDURES

16.1 Reason for Layoff

Consistent with the law, bargaining members shall be subject to layoff for lack of work or lack of funds only.

16.2 Decision to Layoff

16.2.1 A decision to lay off classified workers for lack of work or funds is solely within the discretion of the Board of Trustees.

16.2.2 Prior to a reduction in force affecting members of the bargaining unit, the District intends to use attrition if possible to avoid layoffs of unit members. This shall not be construed to require the District to keep unit members to provide services the District has decided to discontinue.

16.2.3 The District will notify the Union of impending layoffs as far in advance as possible and will meet with the Union, if requested, in order to discuss the reasons for and alternatives to the proposed layoff. The parties may also, upon mutual agreement, meet over effects not covered by Section 16.6 of this Agreement.

16.3 Notice to Workers

16.3.1 Notice of layoff will be given to the Union and the worker affected at least sixty (60) calendar days prior to the effective date of layoff which will be specified in said notice.

16.3.2 Said notice shall contain:

16.3.2.1 Effective date of the layoff.

16.3.2.2 Statement of worker's displacement and/or transfer rights, if any, pursuant to Section 16.5 below.

16.3.2.3 Statement of reemployment rights pursuant to Section 16.7 below.

16.3.2.4 Statement of time and place when information necessary to implement displacement and/or transfer rights will be provided: when the worker will be notified of the time and place to exercise displacement and/or transfer rights; and of the right to have a Union representative present and or a proxy present when exercising such rights. This statement shall advise the worker that failure to attend this session or to send a proxy will result in forfeiture of displacement and/or transfer rights.

16.3.2.5 Reason for layoff.

16.4 Order of Layoff

16.4.1 Whenever a classified worker is laid off, the order of layoff within the class shall be determined by length of service. The worker with the shortest length of service in the class shall be laid off first. Reemployment shall be in order of seniority of workers on any given reemployment list, starting with the most senior worker first.

Since Oct 2016
38 positions
35 Routes
3 Floaters
to date lost 8 drivers
Will hire 1 driver

16.4.1.1 For workers hired or promoted after January 31, 1989, the parties agree that length of service shall be determined by hire date seniority, which means date of hire into the worker's current classification. This hire date shall be adjusted by any period on unpaid leave of absence in excess of seventy-five percent (75%) of the work year.

16.4.1.2 Seniority Defined

For workers hired before February 1, 1989, the seniority order in effect on January 31, 1989, shall remain unchanged; however, hours will no longer be accumulated. For workers hired before July 1, 1971, seniority shall be determined by original date of hire. The seniority order for workers hired between July 1, 1971, and January 31, 1989, shall be adjusted for any unpaid leave of absence or break in service which exceeds seventy-five percent (75%) of the work year. If such an adjustment is necessary, hours will be subtracted based on the following formula, which applies to full-time (eight [8] hours/day) workers:

Work Year	Time Off	Hours Subtracted
12 months	1 Year	2000
12 months	75% of year	1500
11 months	1 year	1800
11 months	75% of year	1350
10 months	1 year	1600
10 months	75% of year	1200

These hours will be prorated for part-time workers based on their regularly assigned hours. (For example, a three-hour, 10-month, food service worker who takes a one-year unpaid leave would have 600 hours subtracted.)

Info Request:
# of Positions in unpaid classes
- Vacancies / position class
- Employees: impacted w/ seniority or bumping rights to other positions / classifications
- Vacancies in District; impacted emp has rights to vacant position in which he/she meets MQ's

Later we receive info we will be in better position to satisfy section 16.6 (offer)

16.4.1.3 Workers on temporary reassignment, limited term assignment or work-out-of-class shall receive seniority credit in those classes based on hours worked prior to February 1, 1989, and based on date of hire into the classification for the time worked on or after February 1, 1989. This hire date shall be adjusted by any time served outside the class. Any worker on a temporary reassignment on February 1, 1989, shall be given a February 1, 1989, date of hire as adjusted for subsequent time served outside the class, and shall also appear on the January 31, 1989, seniority list with hours worked in the class.

16.4.2 Length of service shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service. Service as a substitute or temporary worker shall not be included.

16.5 Displacement and/or Transfer Rights

16.5.1 Workers whose positions are eliminated, or workers who are displaced by a more senior worker, may displace the least senior worker in the same class or equal class, or may fill a vacant position. Displaced workers without seniority in a class may elect to displace the least senior worker in the next lower class or in an equal class in which the senior worker had previously served, provided that this worker has more seniority than the worker being displaced. No such displacement is allowed if the senior worker has not previously gained permanent status in the District.

16.5.2 Exercise of Displacement Rights

The District shall provide each worker being laid off and the Union with applicable seniority lists, including workers' names and seniority status, and also including current base hours if other than full time, location, and a list of all current vacancies within ten (10) working days of the layoff notice(s).

A date and time will be set after consulting with the Union when workers will be able to exercise their bidding rights in seniority order, within twenty (20) working days of the layoff notice(s).

16.5.3 If two (2) workers subject to layoff have equal seniority in a class, the determination as to who will be laid off shall be made on the basis of greater hire date in the District; if that is equal, the determination shall be made by lot.

16.5.4 Should a worker be unable to attend the session when scheduled to exercise displacement/transfer rights, the worker may send a proxy, provided that the proxy has in his/her possession a signed authorization by the laid off worker to act in his/her behalf. If the worker does not attend this session and fails to send a proxy, the worker will forfeit his/her displacement and/or transfer rights.

16.6 Effects of Layoff

16.6.1 The worker shall be entitled to pay, including all earned vacation pay, earned wages, and overtime/compensatory time.

16.6.2 Laid off workers will have the following options regarding health and welfare benefits: 1) two (2) calendar months following the effective date of layoff of all health and welfare benefits normally received to be paid by the District; or 2) three (3) calendar months following the effective date of layoff of only the medical insurance coverage normally received to be paid by the District.

16.6.3 Laid off workers shall be entitled to continue to participate in the District's health and welfare programs commencing the month following the termination of District paid benefits, in accordance with Section 16.6.2 above, for up to and including the balance of eighteen (18) calendar months following the effective date of layoff provided the worker pays the full cost of the benefits he/she opts to extend by no later than the 20th day of the month preceding each month of continued coverage; provided the District's health and welfare insurance policies allow for such participation. The worker must make the election to continue to pay for District health and welfare insurance benefits within sixty (60) days following the effective date of layoff.

16.6.4 The District shall first offer all substitute work to any laid off workers on a reemployment list in preference to other substitutes. The worker shall also be placed on substitute lists for classifications in which they meet the eligibility requirements and shall be offered work in these classifications in preference to other non-bargaining unit substitutes. Laid off workers shall be provided first opportunity to substitute or occupy temporary positions, provided the worker is qualified to perform the job. Such workers shall advise the District in writing of the classifications, hours, and days they are available. Refusal or failure to respond to offers to substitute or work in temporary positions, shall not result in removing the worker from the reemployment list. However, workers who persistently refuse (three [3] consecutive) such offers will be removed from the substitute list.

16.6.5 Workers who are laid off but who substitute in their former position without interruption in service shall be paid at the rate of pay the worker had at the time of layoff. Such workers shall continue to receive health and welfare benefits, vacation, sick leave, and credit for seniority. Workers who are laid off and serve as substitutes in their former position shall be paid at the rate of pay the worker had at the time of layoff during the preferred period of reemployment, not at substitute pay rate.

16.6.6 The provisions of this Section shall constitute the full and complete agreement between the parties concerning the effects of the layoff decision.

16.6.7 The Union shall receive copies of reemployment lists upon request.

16.7 Reemployment Rights

16.7.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment in the class from which they were laid off, and in the class(es) equal to or lower than the classes from which they are laid off where the worker previously held permanent status for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. For purposes of this Article, new applicants are defined to be applicants who are not employed by the District or are not on a District reemployment list at the time of their application.

16.7.2 Laid off workers shall be reemployed according to seniority in the classification. A laid off worker shall be entitled to be reemployed for up to the same number of hours the worker regularly worked at the time of layoff. If the position offered to the laid off worker provides less than the hours worked at the time of layoff, the worker has the right to: (1) accept the position and still retain full reemployment rights until working the number of hours worked at the time of layoff; or (2) refuse the offer and retain full rights to be offered subsequent positions until working the hours worked at the time of layoff.

16.7.3 Workers who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided they meet the same requirements as those under which they qualified for appointment to the class initially. Workers who accept a lower position as a result of exercise of bumping rights and who are reassigned to their former position shall be paid at the rate of pay the worker had at the time of layoff.

16.7.4 If the District reemploys a unit member as a permanent employee under the provision of this Section to a position in which the employee had obtained permanent status, it shall disregard the break in service of the employee and classify him/her as a permanent employee in the class to which he/she is reinstated or reemployed. In addition, the District shall restore to him/her all the rights, benefits and conditions (sick leave restoration, seniority, step level, Union membership status, and accrual level for vacation which the employee enjoyed at the time of layoff) of a permanent employee in the class to which he/she is reinstated or reemployed. If the District reemploys a unit member in a position in which the employee has not previously served, the employee shall be employed as a probationary employee in that position and shall be required to complete the probationary period as defined in this Agreement. If the employee fails to complete the probationary period, he/she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

16.7.5 Notification of Reemployment Opening

16.7.5.1 Any worker who is laid off and is subsequently eligible for reemployment shall be notified by the District by telephone with written confirmation or in writing of an opening in the same class held at the time of layoff or other classes in which the employee previously held permanent status. Such written notice shall be provided by personally delivering the notice or mailing it to the last address given to the District by the employee.

16.7.5.2 A worker shall notify the District of his/her intent to accept or refuse reemployment within forty-eight (48) hours following notice of an offer of reemployment. If the worker accepts reemployment, the worker shall not be required to report for work any sooner than ten (10) working days following acceptance of reemployment. Failure to notify the District within the time limits given shall be considered a refusal by that worker to accept the vacant position. When workers fail to respond or refuse three (3) offers from one reemployment list, their names shall be removed from that list. Refusal or failure to respond to an offer providing less hours than the worker had prior to layoff shall not be counted as one (1) of the three (3) refusals/failures to respond for the purposes of removing the worker from the list.

16.7.6 Reemployment With Respect To Vacancies In Classes In Which The Worker Has Not Previously Worked For The District

16.7.6.1 A worker who is laid off, may subsequently apply for a vacant position, non-promotional in nature, in which he/she has not previously worked for the District during his/her 39-month or 63-month reemployment period. If the worker on the 39-month or 63-month reemployment list

applies for and is qualified for such a position, he/she shall be reemployed in preference to new applicants.

If more than one worker on the 39-month or 63-month reemployment lists applies and is qualified for a non-promotional vacant position that they have not previously worked in for the District, then the District will consider them for the position prior to any new applicants. The District will make its decision based on the applicant's qualifications, the applicant's possession of special skills, training, or abilities, and the District's operational needs. The District's decision shall be final and shall not be subject to challenge.

16.7.6.2 A worker who is laid off, may subsequently apply for a vacant position, that is promotional in nature, in which he/she has not previously worked for the District during his/her 39-month or 63-month reemployment period. If the worker on the 39-month or 63-month reemployment list applies for and is qualified for such a position and there are also new applicants for the vacant position, the District shall utilize its normal hiring and decision making process in determining whom to select for the position. If all other things are equal between a worker on the 39-month or 63-month reemployment list and a new applicant, the worker on the reemployment list shall be offered the position.

ARTICLE 17 – MAINTENANCE OF POLICIES

The Board agrees not to amend or eliminate any of its written, published Board policies which affect unit members in any matters not covered by this Agreement without first meeting and consulting with the Union with respect to any purpose of change in such policies.

ARTICLE 18 – SEVERABILITY

18.1 Savings Clause

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of not effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

18.2 Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 19 – SETTLEMENT OF DISPUTES

The AFSCME, LOCAL 101 and the District agree that grievances and disputes involving the terms and conditions of this Agreement are to be settled by the grievance or consultation procedures as provided for in this Agreement without resort to strikes, lock-outs or any concerted refusal to perform work duties as required in this Agreement.

ARTICLE 20 – DISTRICT RIGHTS

It is understood and agreed that the District retains the right, duty, and authority to direct, manage, and control the affairs of the School District to the full extent provided by law, except as may be limited by the terms of this Agreement.

ARTICLE 21 - LABOR MANAGEMENT COMMITTEE

21.1 In order to address issues of concern arising under this Agreement, the District and AFSCME agree to create a labor management committee.

21.2 The purpose of the Committee shall be to discuss in a professional and cordial manner issues regarding the terms and conditions of employment with the District and to foster a harmonious workplace and relationship between the parties. The Committee, however, shall not be empowered to agendize or make recommendations on issues relating to wages and health and welfare benefits. The parties agree that the Committee meetings will be used to identify areas of concern, and to make recommendations regarding potential resolutions to those areas of concern which impact the terms and conditions of employment with the District.

21.3 The Committee will be comprised of up to three representatives from the bargaining unit and up to three District management representatives. One representative from Human Resources or his/her designee and one AFSCME staff employee may attend as ex-officio members of the Committee as well as to facilitate and co-chair meetings.

21.4 The Committee will meet no more than three times per fiscal year basis on mutually agreed upon dates and times. The parties may mutually agree in writing to meet additional times during a fiscal year.

21.5 The meeting length shall not exceed one hour unless mutually agreed to otherwise. Specific agenda items shall be provided in writing to each respective side and shall be agreed upon by the respective parties' representatives at least five (5) calendar days prior to the scheduled meeting.

21.6 Employees shall be granted reasonable release time to attend meetings occurring during their work day as defined in the parties' collective bargaining agreement; however, other obligations associated with the Committee shall not be paid release time.

ARTICLE 22 – DURATION

22.1 The terms of this Agreement shall be from November 1, 2016 through October 31, 2019. Either party may request in writing to reopen Article 5.1 – Pay and a maximum of two other non-economic articles for the 2018-2019 school year.

22.2 The parties agree that that the collective bargaining agreement shall, upon the written request of either party, be re-opened for negotiations if any of the following occur:

22.2.1 The District receives less income (excepting one-time income) from recurring unrestricted revenue limit sources than it received during the prior fiscal year, inclusive of mid-year cuts;

22.2.2 Categorical funding for currently mandated programs is reduced from the prior fiscal year to a level less than that reasonably necessary to comply with the mandate, inclusive of mid-year cuts;

22.2.3 The District is newly required by action of the Federal or State government to provide a mandated program not previously provided by the District, for which sufficient funding is not also provided; or

Nothing in this Section impacts the parties' rights under the other provisions of the collective bargaining agreement.

APPENDIX A - AFSCME COUNCIL 57, LOCAL 101. BARGAINING UNIT CLASSIFICATION
(Effective November 1, 2016 - October 31, 2019)

CLASSIFICATION	RANGE	DAYS IN PAID STATUS	NUMBER OF CHECK
Food Service			
Lead Delivery Specialist	26	214	11
Food Service Coordinator	22	205	11
Delivery Specialist	21	214	11
Food Service Worker III (Elementary)	13	205.5	11
Food Service Worker III (Intermediate)	13	205	11
Food Service Worker II (Elementary)	11	205.5	11
Food Service Worker II (Intermediate)	11	205	11
Food Service Worker I (Elementary)	7	205.5	11
Food Service Worker I (Intermediate)	7	205	11
Transportation			
Master (Lead) Mechanic	31	260	12
Bus Driver Instructor/Dispatcher	29	260	12
Equipment Mechanic	29	260	12
Bus Driver Dispatcher	28	260	12
Transportation Utility Worker/ Sanitation Truck Operator	24	260	12
Bus Driver/Floater Bus Driver	24[1]	208	11
Storekeeping/Supply			
Senior (Lead) Storekeeper	28	260	12
Storekeeper I	21	260	12
Maintenance			
Building Maintenance Worker	33	260	12
Skilled Trades Worker	30	260	12
Electrician	32	260	12
Plumber	29	260	12
Grounds			
Lead Grounds Worker	30	260	12
Sprinkler Maintenance	24	260	12
Grounds Equipment Operator	24	260	12
Gardener	22	260	12
Custodial			
Lead Custodian	23	260	12
Custodian (Mid-Day, Night and Roving)	21[2]	260	12

[1]Includes 5% split shift differential
[2]Includes 2.5% night shift differential

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
MONTHLY SALARY - 260 Days
Effective November 1, 2017 through October 31, 2018

Salary Increase 2.36%

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,537	2,664	2,799	2,939	3,083	3,238	3,400	3,570	3,749	3,936	4,133
7	2,602	2,733	2,869	3,013	3,164	3,321	3,488	3,662	3,845	4,037	4,239
8	2,668	2,801	2,941	3,089	3,244	3,405	3,575	3,754	3,941	4,138	4,345
9	2,733	2,869	3,013	3,164	3,321	3,488	3,662	3,846	4,038	4,240	4,452
10	2,801	2,941	3,089	3,244	3,405	3,577	3,756	3,944	4,141	4,348	4,565
11	2,873	3,015	3,166	3,324	3,490	3,666	3,850	4,042	4,244	4,456	4,679
12	2,944	3,092	3,247	3,407	3,579	3,758	3,945	4,143	4,350	4,567	4,796
13	3,018	3,170	3,327	3,494	3,669	3,852	4,045	4,247	4,460	4,683	4,917
14	3,092	3,247	3,411	3,579	3,758	3,948	4,146	4,353	4,571	4,799	5,039
15	3,170	3,327	3,494	3,669	3,852	4,046	4,248	4,460	4,683	4,918	5,163
16	3,250	3,413	3,583	3,761	3,951	4,147	4,355	4,573	4,801	5,041	5,293
17	3,330	3,496	3,672	3,856	4,049	4,250	4,463	4,686	4,920	5,166	5,425
18	3,413	3,583	3,763	3,951	4,150	4,355	4,572	4,801	5,041	5,293	5,558
19	3,500	3,674	3,859	4,051	4,254	4,462	4,685	4,920	5,165	5,424	5,695
20	3,585	3,763	3,954	4,150	4,358	4,574	4,803	5,043	5,295	5,560	5,838
21	3,678	3,862	4,055	4,257	4,470	4,694	4,928	5,175	5,433	5,705	5,990
22	3,767	3,954	4,153	4,360	4,578	4,807	5,047	5,300	5,565	5,843	6,135
23	3,862	4,055	4,257	4,470	4,694	4,928	5,175	5,434	5,705	5,990	6,290
24	3,960	4,159	4,367	4,584	4,813	5,053	5,306	5,571	5,850	6,142	6,449
25	4,058	4,260	4,474	4,697	4,931	5,178	5,437	5,709	5,994	6,294	6,609
26	4,159	4,367	4,587	4,815	5,056	5,309	5,574	5,853	6,146	6,453	6,776
27	4,263	4,477	4,699	4,934	5,181	5,440	5,712	5,997	6,297	6,612	6,943
28	4,370	4,589	4,818	5,059	5,311	5,576	5,855	6,148	6,455	6,778	7,117
29	4,479	4,703	4,940	5,186	5,445	5,719	6,004	6,305	6,620	6,951	7,298
30	4,589	4,818	5,059	5,315	5,579	5,859	6,151	6,459	6,782	7,121	7,477
31	4,705	4,940	5,186	5,448	5,719	6,007	6,307	6,622	6,953	7,301	7,666
32	4,823	5,064	5,316	5,584	5,862	6,157	6,465	6,788	7,127	7,484	7,858
33	4,943	5,191	5,450	5,724	6,008	6,311	6,627	6,958	7,306	7,671	8,055
34	5,066	5,321	5,586	5,867	6,158	6,469	6,792	7,132	7,488	7,863	8,256
35	5,193	5,454	5,726	6,014	6,312	6,631	6,962	7,310	7,676	8,060	8,463

NOTE 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the 9th, 14th, 19th, 24th and 29th years of service.

NOTE 2: The monthly salary amount is prorated for part-time employees.

3/16/2017

APPENDIX B

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
HOURLY RATES
Effective November 1, 2017 through October 31, 2018

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	14.64	15.37	16.15	16.95	17.79	18.68	19.62	20.60	21.63	22.71	23.84
7	15.01	15.77	16.55	17.38	18.25	19.16	20.12	21.13	22.18	23.29	24.46
8	15.39	16.16	16.97	17.82	18.72	19.64	20.63	21.66	22.74	23.88	25.07
9	15.77	16.55	17.38	18.25	19.16	20.12	21.13	22.19	23.30	24.46	25.68
10	16.16	16.97	17.82	18.72	19.64	20.64	21.67	22.75	23.89	25.09	26.34
11	16.57	17.39	18.27	19.18	20.14	21.15	22.21	23.32	24.49	25.71	27.00
12	16.99	17.84	18.74	19.66	20.65	21.68	22.76	23.90	25.10	26.35	27.67
13	17.41	18.29	19.20	20.16	21.16	22.23	23.34	24.50	25.73	27.02	28.37
14	17.84	18.74	19.68	20.65	21.68	22.78	23.92	25.12	26.37	27.69	29.07
15	18.29	19.20	20.16	21.16	22.23	23.34	24.51	25.73	27.02	28.37	29.79
16	18.75	19.69	20.67	21.70	22.79	23.93	25.12	26.38	27.70	29.08	30.54
17	19.21	20.17	21.18	22.25	23.36	24.52	25.75	27.04	28.39	29.81	31.30
18	19.69	20.67	21.71	22.79	23.94	25.12	26.38	27.70	29.08	30.54	32.06
19	20.19	21.20	22.27	23.37	24.54	25.74	27.03	28.38	29.80	31.29	32.86
20	20.68	21.71	22.81	23.94	25.14	26.39	27.71	29.10	30.55	32.08	33.68
21	21.22	22.28	23.39	24.56	25.79	27.08	28.43	29.85	31.35	32.91	34.56
22	21.73	22.81	23.96	25.16	26.41	27.73	29.12	30.58	32.10	33.71	35.39
23	22.28	23.39	24.56	25.79	27.08	28.43	29.86	31.35	32.92	34.56	36.29
24	22.85	23.99	25.20	26.44	27.77	29.15	30.61	32.14	33.75	35.44	37.21
25	23.41	24.58	25.81	27.10	28.45	29.88	31.37	32.94	34.58	36.31	38.13
26	23.99	25.20	26.46	27.78	29.17	30.63	32.16	33.77	35.46	37.23	39.09
27	24.60	25.83	27.11	28.47	29.89	31.38	32.95	34.60	36.33	38.15	40.05
28	25.21	26.48	27.80	29.19	30.64	32.17	33.78	35.47	37.24	39.10	41.06
29	25.84	27.13	28.50	29.92	31.42	32.99	34.64	36.37	38.19	40.10	42.11
30	26.48	27.80	29.19	30.66	32.18	33.80	35.49	37.26	39.13	41.08	43.14
31	27.15	28.50	29.92	31.43	32.99	34.65	36.39	38.21	40.12	42.12	44.23
32	27.82	29.22	30.67	32.22	33.82	35.52	37.30	39.16	41.12	43.18	45.33
33	28.52	29.95	31.44	33.02	34.66	36.41	38.23	40.14	42.15	44.26	46.47
34	29.23	30.70	32.23	33.85	35.53	37.32	39.19	41.15	43.20	45.36	47.63
35	29.96	31.47	33.04	34.69	36.42	38.25	40.17	42.18	44.28	46.50	48.82

3/16/2017

APPENDIX C

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	260.0
Months	12

	STEPS --->						Longevity Steps --->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,537	2,664	2,799	2,939	3,083	3,238	3,400	3,570	3,749	3,936	4,133
7	2,602	2,733	2,869	3,013	3,164	3,322	3,488	3,662	3,845	4,037	4,239
8	2,668	2,801	2,941	3,089	3,244	3,405	3,575	3,754	3,941	4,139	4,345
9	2,733	2,869	3,013	3,164	3,322	3,488	3,663	3,846	4,038	4,240	4,452
10	2,801	2,941	3,089	3,244	3,405	3,577	3,756	3,944	4,141	4,348	4,565
11	2,873	3,015	3,166	3,324	3,490	3,666	3,850	4,042	4,244	4,456	4,679
12	2,944	3,092	3,247	3,407	3,579	3,758	3,946	4,143	4,350	4,567	4,796
13	3,018	3,170	3,327	3,494	3,669	3,853	4,045	4,247	4,460	4,683	4,917
14	3,092	3,247	3,411	3,579	3,758	3,949	4,146	4,353	4,571	4,799	5,039
15	3,170	3,327	3,494	3,669	3,853	4,046	4,248	4,460	4,683	4,918	5,163
16	3,250	3,413	3,583	3,761	3,951	4,148	4,355	4,573	4,801	5,041	5,293
17	3,330	3,496	3,672	3,856	4,049	4,251	4,463	4,686	4,920	5,167	5,425
18	3,413	3,583	3,763	3,951	4,150	4,355	4,572	4,801	5,041	5,293	5,558
19	3,500	3,674	3,859	4,052	4,254	4,462	4,685	4,920	5,166	5,424	5,695
20	3,585	3,763	3,954	4,150	4,358	4,574	4,803	5,043	5,295	5,560	5,838
21	3,678	3,862	4,055	4,257	4,470	4,694	4,928	5,175	5,433	5,705	5,990
22	3,767	3,954	4,153	4,360	4,578	4,807	5,047	5,300	5,565	5,843	6,135
23	3,862	4,055	4,257	4,470	4,694	4,928	5,175	5,434	5,705	5,991	6,290
24	3,960	4,159	4,367	4,584	4,813	5,053	5,306	5,571	5,850	6,142	6,450
25	4,058	4,260	4,474	4,697	4,931	5,178	5,437	5,709	5,995	6,294	6,609
26	4,159	4,367	4,587	4,815	5,056	5,309	5,575	5,853	6,146	6,453	6,776
27	4,263	4,477	4,699	4,934	5,181	5,440	5,712	5,997	6,297	6,612	6,943
28	4,370	4,589	4,819	5,059	5,311	5,576	5,855	6,148	6,455	6,778	7,117
29	4,480	4,703	4,940	5,186	5,446	5,719	6,005	6,305	6,620	6,951	7,299
30	4,589	4,819	5,059	5,315	5,579	5,859	6,152	6,459	6,782	7,121	7,477
31	4,705	4,940	5,186	5,448	5,719	6,007	6,307	6,622	6,954	7,301	7,666
32	4,823	5,064	5,316	5,584	5,862	6,157	6,465	6,788	7,127	7,484	7,858
33	4,943	5,191	5,450	5,724	6,008	6,311	6,627	6,958	7,306	7,671	8,055
34	5,066	5,321	5,586	5,867	6,158	6,469	6,792	7,132	7,488	7,863	8,256
35	5,193	5,454	5,726	6,014	6,312	6,631	6,962	7,310	7,676	8,060	8,463

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

3/16/2017

APPENDIX D

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	239.0
Months	11

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,544	2,672	2,806	2,947	3,092	3,247	3,410	3,580	3,759	3,947	4,144
7	2,609	2,740	2,877	3,021	3,173	3,331	3,497	3,672	3,856	4,049	4,251
8	2,675	2,809	2,949	3,098	3,253	3,414	3,585	3,764	3,953	4,150	4,358
9	2,740	2,877	3,021	3,173	3,331	3,498	3,673	3,856	4,049	4,252	4,464
10	2,809	2,949	3,098	3,253	3,414	3,587	3,767	3,955	4,153	4,360	4,578
11	2,881	3,023	3,175	3,333	3,500	3,677	3,860	4,053	4,256	4,469	4,692
12	2,953	3,101	3,257	3,417	3,590	3,768	3,957	4,154	4,362	4,580	4,809
13	3,027	3,179	3,337	3,504	3,679	3,863	4,056	4,259	4,472	4,696	4,931
14	3,101	3,257	3,420	3,590	3,768	3,960	4,158	4,365	4,584	4,813	5,054
15	3,179	3,337	3,504	3,679	3,863	4,057	4,260	4,473	4,697	4,931	5,178
16	3,259	3,422	3,593	3,772	3,962	4,159	4,367	4,585	4,815	5,055	5,308
17	3,339	3,506	3,682	3,867	4,061	4,262	4,476	4,699	4,934	5,181	5,440
18	3,422	3,593	3,774	3,962	4,161	4,367	4,585	4,814	5,055	5,308	5,573
19	3,509	3,685	3,870	4,063	4,266	4,475	4,698	4,933	5,180	5,439	5,711
20	3,595	3,774	3,965	4,161	4,370	4,587	4,817	5,057	5,310	5,576	5,855
21	3,688	3,873	4,066	4,269	4,483	4,707	4,942	5,189	5,449	5,721	6,007
22	3,777	3,965	4,165	4,373	4,591	4,820	5,061	5,315	5,580	5,859	6,152
23	3,873	4,066	4,269	4,483	4,707	4,942	5,189	5,449	5,721	6,007	6,308
24	3,971	4,171	4,380	4,597	4,826	5,068	5,321	5,587	5,866	6,160	6,468
25	4,070	4,272	4,486	4,710	4,945	5,193	5,452	5,725	6,011	6,312	6,628
26	4,171	4,380	4,600	4,829	5,070	5,324	5,590	5,870	6,163	6,471	6,795
27	4,275	4,490	4,713	4,948	5,195	5,455	5,728	6,014	6,315	6,631	6,962
28	4,382	4,602	4,832	5,073	5,326	5,592	5,872	6,165	6,473	6,797	7,137
29	4,492	4,716	4,954	5,201	5,461	5,735	6,021	6,322	6,639	6,970	7,319
30	4,602	4,832	5,073	5,330	5,594	5,875	6,169	6,477	6,801	7,141	7,498
31	4,718	4,954	5,201	5,463	5,735	6,024	6,325	6,641	6,973	7,322	7,688
32	4,836	5,078	5,331	5,600	5,878	6,174	6,483	6,807	7,147	7,505	7,880
33	4,957	5,205	5,465	5,740	6,025	6,329	6,645	6,978	7,326	7,693	8,077
34	5,080	5,336	5,602	5,884	6,175	6,487	6,811	7,152	7,509	7,885	8,279
35	5,207	5,469	5,742	6,031	6,330	6,649	6,982	7,331	7,697	8,082	8,486

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

3/16/2017

APPENDIX E

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	214.0
Months	11

	STEPS --->						Longevity Steps --->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,278	2,392	2,513	2,639	2,768	2,908	3,053	3,206	3,366	3,534	3,711
7	2,336	2,454	2,576	2,705	2,841	2,982	3,132	3,288	3,452	3,625	3,806
8	2,395	2,515	2,641	2,774	2,913	3,057	3,210	3,371	3,539	3,716	3,902
9	2,454	2,576	2,705	2,841	2,982	3,132	3,289	3,453	3,626	3,807	3,997
10	2,515	2,641	2,774	2,913	3,057	3,212	3,373	3,541	3,718	3,904	4,099
11	2,579	2,707	2,843	2,984	3,134	3,292	3,457	3,629	3,811	4,001	4,201
12	2,644	2,777	2,916	3,059	3,214	3,374	3,543	3,720	3,906	4,101	4,306
13	2,710	2,846	2,988	3,137	3,294	3,459	3,632	3,814	4,004	4,205	4,415
14	2,777	2,916	3,062	3,214	3,374	3,545	3,723	3,909	4,104	4,309	4,525
15	2,846	2,988	3,137	3,294	3,459	3,633	3,814	4,005	4,205	4,416	4,636
16	2,918	3,064	3,217	3,377	3,547	3,724	3,910	4,106	4,311	4,527	4,753
17	2,990	3,139	3,297	3,462	3,636	3,817	4,007	4,208	4,418	4,639	4,871
18	3,064	3,217	3,379	3,547	3,726	3,910	4,106	4,311	4,526	4,753	4,990
19	3,142	3,299	3,465	3,638	3,820	4,007	4,207	4,417	4,638	4,870	5,114
20	3,219	3,379	3,551	3,726	3,913	4,107	4,313	4,528	4,755	4,993	5,242
21	3,302	3,468	3,641	3,823	4,014	4,214	4,425	4,646	4,879	5,123	5,379
22	3,382	3,551	3,729	3,915	4,111	4,316	4,532	4,759	4,997	5,246	5,509
23	3,468	3,641	3,823	4,014	4,214	4,425	4,647	4,879	5,123	5,379	5,648
24	3,556	3,734	3,921	4,116	4,321	4,537	4,764	5,003	5,253	5,515	5,791
25	3,644	3,825	4,017	4,218	4,427	4,650	4,882	5,126	5,383	5,652	5,934
26	3,734	3,921	4,119	4,323	4,540	4,767	5,005	5,256	5,518	5,794	6,084
27	3,828	4,020	4,220	4,430	4,652	4,884	5,129	5,385	5,654	5,937	6,234
28	3,924	4,121	4,327	4,543	4,769	5,007	5,257	5,520	5,796	6,086	6,390
29	4,022	4,223	4,436	4,657	4,890	5,135	5,392	5,661	5,944	6,241	6,553
30	4,121	4,327	4,543	4,772	5,009	5,260	5,523	5,800	6,090	6,394	6,714
31	4,225	4,436	4,657	4,892	5,135	5,393	5,663	5,946	6,244	6,556	6,884
32	4,330	4,547	4,774	5,014	5,263	5,528	5,805	6,095	6,400	6,720	7,056
33	4,438	4,661	4,893	5,140	5,395	5,667	5,950	6,248	6,560	6,888	7,233
34	4,549	4,777	5,016	5,268	5,529	5,808	6,099	6,404	6,724	7,060	7,413
35	4,663	4,897	5,142	5,400	5,668	5,954	6,251	6,564	6,892	7,237	7,599

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

3/16/2017

APPENDIX F(1) ** 10 Months Salary Schedule Converted to 11 Months

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	208.0
Months	11

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,214	2,325	2,442	2,565	2,691	2,826	2,967	3,116	3,272	3,435	3,607
7	2,271	2,385	2,504	2,629	2,761	2,899	3,044	3,196	3,356	3,523	3,700
8	2,328	2,444	2,567	2,696	2,831	2,971	3,120	3,276	3,440	3,612	3,792
9	2,385	2,504	2,629	2,761	2,899	3,044	3,196	3,356	3,524	3,700	3,885
10	2,444	2,567	2,696	2,831	2,971	3,122	3,278	3,442	3,614	3,795	3,984
11	2,507	2,631	2,763	2,901	3,046	3,200	3,360	3,528	3,704	3,889	4,084
12	2,570	2,699	2,834	2,973	3,124	3,279	3,443	3,616	3,796	3,986	4,185
13	2,634	2,767	2,904	3,049	3,202	3,362	3,530	3,707	3,892	4,087	4,291
14	2,699	2,834	2,977	3,124	3,279	3,446	3,618	3,799	3,989	4,189	4,398
15	2,767	2,904	3,049	3,202	3,362	3,531	3,707	3,893	4,087	4,292	4,506
16	2,836	2,979	3,127	3,282	3,448	3,620	3,801	3,991	4,190	4,400	4,620
17	2,906	3,051	3,205	3,365	3,534	3,710	3,895	4,090	4,294	4,509	4,734
18	2,979	3,127	3,284	3,448	3,622	3,800	3,990	4,190	4,399	4,619	4,850
19	3,054	3,207	3,368	3,536	3,713	3,894	4,089	4,293	4,508	4,734	4,970
20	3,129	3,284	3,451	3,622	3,803	3,992	4,192	4,401	4,622	4,853	5,095
21	3,210	3,370	3,539	3,716	3,901	4,096	4,301	4,516	4,742	4,979	5,228
22	3,287	3,451	3,625	3,805	3,995	4,195	4,405	4,625	4,856	5,099	5,354
23	3,370	3,539	3,716	3,901	4,096	4,301	4,516	4,742	4,979	5,228	5,490
24	3,456	3,630	3,812	4,000	4,200	4,410	4,631	4,862	5,105	5,361	5,629
25	3,542	3,718	3,904	4,099	4,303	4,519	4,745	4,983	5,232	5,493	5,768
26	3,630	3,812	4,003	4,202	4,412	4,633	4,865	5,108	5,364	5,632	5,914
27	3,721	3,907	4,101	4,306	4,521	4,747	4,985	5,234	5,496	5,771	6,059
28	3,814	4,005	4,205	4,415	4,635	4,867	5,110	5,365	5,634	5,915	6,211
29	3,909	4,104	4,311	4,526	4,753	4,991	5,240	5,502	5,777	6,066	6,370
30	4,005	4,205	4,415	4,638	4,869	5,113	5,369	5,637	5,919	6,215	6,526
31	4,106	4,311	4,526	4,755	4,991	5,242	5,504	5,780	6,069	6,372	6,691
32	4,209	4,419	4,640	4,873	5,116	5,373	5,642	5,924	6,220	6,531	6,858
33	4,314	4,530	4,756	4,995	5,244	5,508	5,783	6,073	6,376	6,695	7,030
34	4,421	4,644	4,875	5,120	5,374	5,646	5,928	6,224	6,535	6,862	7,205
35	4,532	4,760	4,997	5,248	5,509	5,787	6,076	6,380	6,699	7,034	7,386

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

APPENDIX G(1) ** 10 Months Salary Schedule Coverted to 11 Months

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	205.5
Months	11

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,188	2,297	2,413	2,534	2,658	2,792	2,932	3,078	3,232	3,394	3,564
7	2,243	2,356	2,474	2,598	2,728	2,864	3,007	3,157	3,315	3,481	3,655
8	2,300	2,415	2,536	2,663	2,797	2,936	3,083	3,237	3,398	3,568	3,747
9	2,356	2,474	2,598	2,728	2,864	3,008	3,158	3,316	3,482	3,656	3,839
10	2,415	2,536	2,663	2,797	2,936	3,084	3,239	3,401	3,571	3,749	3,937
11	2,477	2,600	2,730	2,866	3,010	3,161	3,319	3,485	3,659	3,842	4,035
12	2,539	2,666	2,800	2,938	3,086	3,240	3,402	3,572	3,751	3,938	4,135
13	2,603	2,733	2,869	3,013	3,163	3,322	3,488	3,662	3,845	4,038	4,240
14	2,666	2,800	2,941	3,086	3,240	3,405	3,575	3,754	3,941	4,138	4,345
15	2,733	2,869	3,013	3,163	3,322	3,488	3,663	3,846	4,038	4,240	4,452
16	2,802	2,943	3,089	3,243	3,407	3,576	3,755	3,943	4,140	4,347	4,564
17	2,871	3,015	3,166	3,325	3,491	3,665	3,848	4,041	4,243	4,455	4,678
18	2,943	3,089	3,245	3,407	3,578	3,755	3,942	4,140	4,347	4,564	4,792
19	3,018	3,168	3,328	3,493	3,668	3,847	4,040	4,242	4,454	4,677	4,910
20	3,091	3,245	3,410	3,578	3,758	3,944	4,141	4,349	4,566	4,794	5,034
21	3,171	3,330	3,496	3,671	3,854	4,047	4,249	4,462	4,685	4,919	5,165
22	3,248	3,410	3,581	3,760	3,947	4,145	4,352	4,570	4,798	5,038	5,290
23	3,330	3,496	3,671	3,854	4,047	4,250	4,462	4,685	4,919	5,165	5,424
24	3,415	3,586	3,766	3,952	4,150	4,357	4,575	4,804	5,044	5,296	5,561
25	3,499	3,673	3,857	4,050	4,251	4,465	4,688	4,923	5,169	5,427	5,699
26	3,586	3,766	3,955	4,152	4,359	4,578	4,807	5,047	5,299	5,564	5,842
27	3,676	3,860	4,052	4,254	4,467	4,690	4,925	5,171	5,430	5,701	5,986
28	3,768	3,957	4,155	4,362	4,580	4,808	5,049	5,301	5,566	5,844	6,137
29	3,862	4,055	4,259	4,472	4,695	4,931	5,177	5,436	5,708	5,993	6,293
30	3,957	4,155	4,362	4,583	4,810	5,052	5,304	5,569	5,848	6,140	6,447
31	4,057	4,259	4,472	4,697	4,931	5,179	5,438	5,710	5,996	6,295	6,610
32	4,158	4,366	4,584	4,815	5,054	5,309	5,574	5,853	6,146	6,453	6,776
33	4,262	4,476	4,699	4,935	5,181	5,442	5,714	6,000	6,300	6,615	6,945
34	4,368	4,588	4,817	5,059	5,310	5,578	5,857	6,149	6,457	6,780	7,119
35	4,478	4,703	4,937	5,185	5,443	5,717	6,003	6,303	6,618	6,949	7,297

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

APPENDIX H(1) ** 10 Months Salary Schedule Converted to 11 Months

OAK GROVE SCHOOL DISTRICT
AFSCME Classified Salary Schedule
Effective November 1, 2017 through October 31, 2018

For work schedule of...	
Days	205.0
Months	11

	STEPS -->						Longevity Steps -->				
RANGE	I	II	III	IV	V	VI	9th +5%	14th +5%	19th +5%	24th +5%	29th +5%
6	2,182	2,292	2,407	2,528	2,652	2,785	2,925	3,071	3,224	3,386	3,555
7	2,238	2,350	2,468	2,591	2,722	2,857	3,000	3,150	3,307	3,473	3,646
8	2,295	2,409	2,530	2,657	2,790	2,929	3,075	3,229	3,390	3,560	3,738
9	2,350	2,468	2,591	2,722	2,857	3,000	3,150	3,308	3,473	3,647	3,829
10	2,409	2,530	2,657	2,790	2,929	3,077	3,231	3,392	3,562	3,740	3,927
11	2,471	2,593	2,724	2,859	3,002	3,154	3,311	3,477	3,651	3,833	4,025
12	2,786	2,660	2,793	2,931	3,079	3,232	3,394	3,563	3,742	3,929	4,125
13	2,596	2,727	2,862	3,005	3,155	3,314	3,479	3,653	3,836	4,028	4,229
14	2,660	2,793	2,934	3,079	3,232	3,396	3,566	3,744	3,932	4,128	4,335
15	2,727	2,862	3,005	3,155	3,314	3,480	3,654	3,837	4,028	4,230	4,441
16	2,795	2,936	3,082	3,235	3,398	3,567	3,746	3,933	4,130	4,336	4,553
17	2,864	3,007	3,158	3,317	3,483	3,656	3,839	4,031	4,232	4,444	4,666
18	2,936	3,082	3,237	3,398	3,569	3,746	3,933	4,130	4,336	4,553	4,780
19	3,010	3,160	3,320	3,485	3,659	3,838	4,030	4,232	4,443	4,665	4,899
20	3,084	3,237	3,401	3,569	3,749	3,935	4,131	4,338	4,555	4,783	5,022
21	3,163	3,322	3,488	3,662	3,845	4,037	4,239	4,451	4,674	4,907	5,153
22	3,240	3,401	3,572	3,751	3,938	4,135	4,341	4,558	4,786	5,026	5,277
23	3,322	3,488	3,662	3,845	4,037	4,239	4,451	4,674	4,907	5,153	5,410
24	3,406	3,577	3,757	3,943	4,140	4,347	4,564	4,792	5,032	5,283	5,548
25	3,491	3,664	3,848	4,040	4,241	4,454	4,677	4,911	5,156	5,414	5,685
26	3,577	3,757	3,946	4,142	4,349	4,567	4,795	5,035	5,286	5,551	5,828
27	3,667	3,851	4,042	4,244	4,456	4,679	4,913	5,159	5,417	5,687	5,972
28	3,759	3,948	4,145	4,352	4,569	4,796	5,036	5,288	5,552	5,830	6,122
29	3,853	4,045	4,249	4,461	4,684	4,919	5,165	5,423	5,694	5,979	6,278
30	3,948	4,145	4,352	4,572	4,798	5,039	5,291	5,556	5,834	6,125	6,431
31	4,047	4,249	4,461	4,686	4,919	5,167	5,425	5,696	5,981	6,280	6,594
32	4,148	4,356	4,573	4,803	5,042	5,296	5,561	5,839	6,131	6,437	6,759
33	4,251	4,465	4,687	4,923	5,168	5,429	5,700	5,985	6,284	6,598	6,928
34	4,358	4,577	4,805	5,047	5,297	5,564	5,842	6,134	6,441	6,763	7,101
35	4,467	4,691	4,925	5,173	5,430	5,703	5,989	6,288	6,602	6,933	7,279

Note 1: Longevity increases of 5% more than the preceding step placement amount will be granted in the ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th) and twenty-ninth (29th) years of service.
Note 2: The monthly salary amount is prorated for part-time employees.

APPENDIX I

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD

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