

Gonzales Unified School District

Master Agreement

Between the

Governing Board of the Gonzales Unified School District

and

Service Employees International Union, Local 521

June 30, 2010-June 30, 2013

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ARTICLE I

Recognition

The Gonzales Unified School District, a public school employer, (hereinafter referred to as "District") recognizes the Service Employees International Union, Local 521 (hereinafter referred to as "bargaining unit") as the sole exclusive bargaining representative for the following classified employees:

1. During the life of this Agreement, all newly created classified positions, appropriate to this bargaining unit, shall be assigned to the bargaining unit by the District unless lawfully excluded. Disputed cases may be submitted to PERB for resolution as specified by PERB rules and regulations.
2. Current District classifications covered by the terms of this Agreement are listed in Appendix A.

ARTICLE II

Organizational Rights and Responsibilities

The bargaining unit shall have the following rights in addition to the rights covered by other portions of this Agreement:

1. The right to designate a Job Steward from among employees in the bargaining unit for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. The bargaining unit shall notify the District in writing of the name of the Job Steward.
2. The Job Steward shall be allowed reasonable time when conferring with employees in the bargaining unit on processing grievances.
3. The bargaining unit representative may visit the District during operating hours for purposes consistent with this Agreement and afforded access to areas in which employees work, providing permission is obtained from the District Administrator.
4. The right to use institutional equipment with District approval and to reimburse the District for any cost incurred at times other than regular working hours when not in use for District business. The first five hundred (500) pages or ten (10) copies of the contract for bargaining unit business shall be absorbed by the District.
5. The right to have designated, and use without charge, institutional bulletin board space at locations, within the school, and use of the school mail system, distribution boxes, and other means of communication for posting or transmission of materials dealing with proper or legitimate business material of bargaining unit. Notices must be signed by a bargaining unit officer or authorized representative. A copy of all such material will be provided to the District Administrator for approval prior to using District means.
6. The right to be supplied with a seniority list of all bargaining unit employees on the effective date of this Agreement, and thereafter annually upon request.
7. Members of the bargaining unit Negotiations Committee shall, upon arrangement, be excused from their regular duties without loss of pay for time spent in negotiations or other scheduled occasions with the District or its representatives, if conducted during working hours.

8. The right to conduct an orientation session on this Agreement for bargaining unit employees during regular working hours: not to exceed two (2) hours. District shall be notified two (2) days in advance prior to meeting.

ARTICLE III

Check Off and Organizational Security

1. The bargaining unit shall have the sole right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
2. The District shall deduct in accordance with the bargaining unit Dues and Service Fee Schedule, provided to the District, dues from the wages of all employees who are members of bargaining unit on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District, unless other methods are hereby mutually agreed upon.
3. The District shall deduct in accordance with the bargaining unit Dues and Service Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the bargaining unit and submit a dues authorization form.
4. Bargaining unit members who are not members of the bargaining unit shall pay a service fee equivalent to unified bargaining unit dues. The bargaining unit member shall pay the service fee directly to the bargaining unit on or before the first day of each month or have the service fee deducted from his/her monthly salary. Such payment of a service fee shall be in effect concurrent with this agreement. The bargaining unit may notify the District if a service fee payer is delinquent in direct payment to the bargaining unit, and the District shall begin automatic payroll deduction of the service fee for the remainder of that school year.
5. All employees covered by the SEIU Local 521 Master Agreement shall become eligible for membership at the end of their probation. Each year, the bargaining unit shall submit a dues schedule that shall become a part of this agreement.
6. Notwithstanding any other provision of this Article, any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organization shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to bargaining unit, to pay an amount no greater than the current bargaining unit dues to any non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of The Internal Revenue Code. In this regard, a District Scholarship Fund account will be maintained. Proof of payment to any fund shall be made on an annual basis to the bargaining unit.

7. In the event any bargaining unit member revokes a dues authorization, during the term of this Agreement, the District shall continue to deduct from the salary of such employees the current service fee, and such fees shall be transmitted to the bargaining unit.
8. The bargaining unit shall indemnify and hold the District harmless from any claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE IV

Definitions

1. **Academic Year** is the period from August through June when students are normally required to be in attendance and includes all recess periods falling within that time span, unless a non-traditional school schedule is established.
2. **Allocation** is the placement of a class on a specific salary schedule range or rate.
3. **Anniversary Date** is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment, the date of last salary step advancement, or, in the case of change in classification, the date of such change.
4. **Bargaining Unit Seniority** is secured by hours in paid status in a class or classes included in the bargaining unit.
5. **Bumping Right** is the right of a District employee, in the bargaining unit, under certain conditions, to displace an employee with less seniority in a class.
6. **Class** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
7. **Class Description** is the description of the duties, minimum qualifications, responsibilities, and authority of positions in a class.
8. **Classification** is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
9. **Demotion** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate or an assignment to an infer-status.
10. **Differential** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
11. **Fiscal Year** is July 1 through June 30.
12. **Health and Welfare Benefits** means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.

13. Incumbent is an employee assigned to a position and who is currently serving in or on leave from the position.
14. Industrial Accident or Illness is an injury or illness arising out of or in the course of employment with the District.
15. Involuntary Demotion is a demotion without the employee's voluntary written consent.
16. Leave and Transfer Policy means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, holidays, training leave, or transfer of any employee from one site to another.
17. Minimum Qualifications are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
18. Notice: Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent, and notice to bargaining unit shall be written notice personally delivered to the President of the local chapter or First Class Mail directed to the bargaining unit's current mailing address.
19. Permanent Employee is a regular employee who successfully completes an initial probationary period, which shall not exceed six work months of service beyond the initial date of employment by the District.
20. Probationary Employee is a regular employee who will become permanent upon completion of a six (6) month probationary period.
21. Promotion is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
22. Qualified is an applicant who meets the minimum employment standards of a class description.
23. Re-Allocation is a movement of an entire class from one salary range to another.
24. Re-Classification is the upgrading or downgrading of a position to a higher or lower class as a result of the increase or decrease of the duties and/or responsibilities being performed by the incumbent in such positions.
25. Re-Employment is the return to duty of an employee who has been placed on a re-employment list.
26. Re-Employment List is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or

illness, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to re-employment.

27. **Regular Employee** is an employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, temporary, substitute, short-term, or student employee.
28. **Restricted Employee** is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program except as may otherwise be specified by this agreement.
29. **Safety Conditions of Employment** means any work-related condition affecting the health, safety, or welfare of the employee.
30. **Salary Rate** is a specified amount of money paid for a specific period of service.
31. **Salary Schedule** is a series of salary steps and ranges which comprise the rates of pay for all classes.
32. **Salary Step** is one of the salary levels within the range of rates for a class.
33. **Seniority in Class** is secured by initial date of hire in District as either a probationary or regular employee.
34. **Short-Term Employee** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
35. **Student Employee** is full-time student employed part-time, and part-time students employed part-time in any high school or college work study program, or in a work experience educational program conducted by a high school or college which is financed by state or federal funds.
36. **Substitute Employee** is a person who performs the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
37. **Summer School or Inter-session** is that period when schools are in session which falls outside the normal academic year.
38. **Uniforms:** Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
39. **Voluntary Demotion** is a demotion agreed to in writing by the employee and the District.
40. **Working Hours:** All hours in paid status shall be considered working hours.

ARTICLE V

Hours and Overtime

- A. Work week: The work week shall consist of five (5) consecutive days, normally Monday through Friday, or eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District or for those positions established with a work week other than Monday through Friday.
- B. Work day: The hours of the work day shall be designated by the District for each classified assignment at the time of employment. Each employee shall be assigned a fixed ascertainable minimum number of hours.
- C. Adjustment of Assigned Time: Any employee of the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward for the period of the increase in hours to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis effective with the next pay period.
- D. Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.
- E. Reduction in Assigned Time: Any reduction in assigned time shall be accomplished in accordance with the lay-off procedure.
- F. Lunch Periods: Employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour or shall be scheduled for full-time employees at or about the mid-point of each work shift.
- G. Rest Periods:
 - 1. Employees shall be granted rest periods which in so far as practicable shall be in the middle of each work period at the rate of ten (10) minutes per two (2) hours worked.

2. Specified periods may be designated when the operations of the District requires someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by the supervisors after consultation with the employees involved.
 3. Rest periods are part of the regular work day and shall be compensated at the regular rate for the employees.
- H. Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
1. All four (4) hours or more per day employees hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
 2. All hours worked on the seventh (7th) consecutive day of work up to eight (8) hours shall be compensated at one and one-half (1-1/2) times the regular rate of pay.
 3. All hours worked on holidays designated by the Agreement shall be paid compensation for such work, in addition to the regular pay received for the holiday, at a rate of time and one-half (1-1/2) the regular rate of pay.
- I. Compensatory Time Off:
1. An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for time worked beyond their assigned work day/work week. Such election shall be submitted in advance in writing to the immediate supervisor within the pay period earned. Compensatory time off shall be granted at the regular rate of pay unless it causes the employees work day to exceed eight (8) hours in a day and forty (40) hours in a week; in which case it will be granted at one and a half (1.5) times the regular rate. Compensatory time must have approval of the supervisor prior to being earned.

2. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve months of the date on which it was earned. If the compensatory time has not been taken within twelve months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned.

J. Additional Work Assignments:

1. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular academic year, the work shall be assigned to bargaining unit employees serving in the appropriate classification(s).
2. When it is necessary to assign bargaining unit employees, not regularly so assigned to serve during an inter-session period, the assignment shall be made in order of bargaining unit seniority in the appropriate classification, but no employee shall be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of bargaining unit seniority until the position is filled.
3. An employee who accepts a work assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and/or benefits be less, on a pro-rata basis than the compensation and benefits he/she was receiving immediately prior to the commencement of the additional work period assignment.

K. Contracting. The District will not contract out work which would normally be performed by employees in the bargaining unit without first negotiating with the bargaining unit.

L. Work Year. A committee consisting of 2 administrators, 3 members of GTA, 2 members of CSEA, and 1 member of SEIU Local 521 shall meet in the fall to discuss the annual employee work calendar for the following school year. The committee shall develop more than one calendar option.

Prior to selecting one of the options, it is understood that the members of the committee will present the options to their constituent groups for feedback. After receiving feedback in the form of elections or other methods of polling, the committee shall vote on the calendar options. In order for the calendar to be approved by the committee, both administrators and at least 4 of the 6 employee members of the committee must vote for the calendar. If the committee is unable to reach agreement regarding the options, the committee may generate new options and begin the process anew.

The calendar selected by the committee must be forwarded to the Board no later than March 1st for Board approval. If the Board does not approve the calendar, it shall be referred back to the committee for further consideration.

This process shall be followed in lieu of individual negotiations with each unit. However, if the committee notifies administration that it has reached a deadlock on the calendar, the calendar shall be sent to the individual negotiating teams for resolution through negotiations.

ARTICLE VI

Pay and Allowance

- A. Regular Rate of Pay
1. Revisions of Appendix A
 - a. The negotiated salary schedule shall be attached as Appendix A.
 - b. During the subsequent year of this contract, Appendix A may be changed through negotiations and changes will be noted.
- B. Paychecks: Regular paychecks of employees shall be itemized to include: regular pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including health and welfare deductions as negotiated and within the capacity of the Monterey County Office of Education, (M.C.O.E.).
- C. Payroll Errors: Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointed authority shall, within ten (10) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn from the appropriate fund against M.C.O.E.
- D. Lost or Destroyed Check:
1. Any paycheck which is lost or destroyed after receipt by the employee shall be replaced within ten (10) working days after the filing of an affidavit by the employee that he/she had received a paycheck which was subsequently lost or destroyed. Actual checks are prepared by the M.C.O.E., which may cause a delay beyond the District's control.
 2. Any paycheck not received by the employee shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the employee or two (2) work days after date of delivery to the Payroll Technician of the District.
 3. After the seven (7) calendar day or two (2) workday waiting period the employee, upon filing of an affidavit, shall have his paycheck replaced within ten (10) working days.

- E. Frequency: (once monthly) All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day. Overtime checks shall be issued on the tenth (10th) of the month, or the scheduled supplemental pay period set by the M.C.O.E., separate from the regular pay.
- F. Salary Step Advancement: Anniversary date, for the initial year of employment step advancement shall be:
1. For those persons employed in the months of July through December, the anniversary date shall be July 1. Those hired after January 1 will receive anniversary steps up to eighteen (18) months later on July 1st of the following year.
- G. Re-employment: Any permanent classified employee, who voluntarily resigns and is reinstated or re-employed within thirty-nine (39) months after his/her last day of paid service, may be placed in a classification position and have restored all rights, benefits, and burdens of a permanent employee in the class to which reinstated or re-employed. Placement on the salary scheduled may be at the range for the position assigned and step last reached at the time of resignation. Employees who are on the re-employment list and are offered a position and decline, will be removed from the re-employment list.
- H. Compensation During Required Training Periods: An employee who is required and directed by the District to attend training sessions shall be compensated at his/her appropriate rate of pay (course work for salary advancement is excluded from this provision).
- I. Compensated for Working Out of Classification: An employee assigned to work out of classification for more than five (5) consecutive working days within a fifteen (15) calendar pay period shall be compensated at the higher classification rate for the entire period. The term "higher classification rate" means increased pay amounts that will reasonably reflect the duties required to be performed outside the employee's normal assigned duties.
- J. Physical Examinations, Fingerprints, X-Rays, Licenses, Fees:
1. The District shall pay the full cost for physical examinations, fingerprints, X-rays, licenses, fees, and any other costs associated with continued employment or reimburse the employee for any such cost incurred.

2. Any employee who, as a condition of employment, incurred any expenses resulting from District examinations, fingerprinting, X-rays, licenses, fees, and other requirements shall be reimbursed for such costs on the first pay period following completion of six (6) months of service with the District.
- K. Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- L. Hold Harmless Clause: Whenever any civil action is brought against an employee for any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employees from any financial loss resulting therefrom.
- M. Longevity: The District agrees to additionally compensate long service employees by providing longevity pay to eligible employees the first of the month following their date of hire.
1. A five percent (5%) increase additional per month beginning with the first month of service after ten (10) years of employment.
 2. A five percent (5%) increase additional per month beginning with the first month of service after fifteen (15) years of employment.
 3. A five percent (5%) increase additional per month beginning with the first month of service after twenty (20) years of employment.
 4. A five percent (5%) increase additional per month beginning with the first month of service after twenty-five (25) years of employment.
- N. PERS Contribution: The District shall pay the employee and employer contributions to PERS.
- O. Professional Growth: Refer to Appendix F.

ARTICLE VII

Health and Welfare Benefits

1. Medical/Prescription, Dental and Vision Insurance Coverage
 - A. All employees shall receive benefits as required by law with employees providing the information necessary for the enrollment in these required benefit programs:
 - 1) PERS (Public Employees Retirement Systems)
 - 2) OASDI (Social Security)
 - 3) Unemployment Insurance
 - 4) Workman's Compensation Insurance
 - B. Eligibility
 - 1) Employees may participate in a dependent medical and vision coverage at their expense. The District will make proper deductions upon receipt of written notice.
 - 2) Any classified employee in the bargaining unit who become eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirements. Continuation of paid coverage shall be pro-rated based on reduced hours with the employee paying the difference, if the reduction causes the employee to work less than (5.75) hours per day.
 - 3) At the end of the contract and until the new contract is negotiated, the District agrees to continue coverage according to all provisions in Article VII.
 - 4) The bargaining unit and District will work cooperatively during the length of the contract to mutually develop a cost effective program of medical coverage for employees.
 - C. Health Insurance
 - 1) Effective April 1, 2007, the District shall provide up to ~\$713.76 per month paid insurance for full-time employees for plans offered under MCSIG and dental coverage for the duration of this contract. The employee shall have the

option to take more expensive plans and the employee shall pay the difference. Those employees choosing less expensive plans shall be paid the difference.

- 2) Employees shall be eligible for benefits provided they are assigned to work 5.75 hours per day or more. The three (3) months probationary period may be waived by the District for new employees who have previously served in another school District.
- 3) The employee shall participate in the Utilization Review, with a mandatory second surgical opinion in the event of hospitalization and/or surgery.
- 4) Paid prescription shall be provided under medical benefits.

D. Vision Care Insurance

The District shall provide vision insurance for employees subject to the cap set forth above. The employee may purchase dependent coverage at their expense.

E. Dental Insurance

The District shall provide dental insurance for employees subject to the cap set forth above. The employee may purchase dependent coverage at their expense.

F. Life Insurance

The District agrees to provide each employee only a core term life insurance policy that the current insurance carrier provides, which is included in the current medical premium.

G. Disability Insurance

- 1) The District agrees to provide a program of disability insurance for all bargaining unit employees, with premiums paid by the District.
- 2) In the event of disability and unless otherwise provided by this section, the employee shall use his/her accumulated sick leave before using disability insurance basic benefits.

- 3) Benefits include seventy percent (70%) of all income sources to age seventy (70), with ninety (90) day waiting period. (Benefit booklet will be provided.)

H. Early Retirement Benefits – Employees Hired Before January 1, 2006

An employee hired before January 1, 2006 who retires and who has fifteen (15) years of service in the District of which the last five (5) years were in consecutive service and has attained the age of fifty-five (55) years of age shall be eligible to receive the medical, vision, dental plan coverage in effect for bargaining unit employees only at the time of retirement until becoming eligible for the national and/or state medical program if less than sixty-five (65) years of age. The retired employee between the ages of fifty-five (55) and sixty-five (65) shall be able to obtain medical coverage for all eligible dependents at the cost of the retired employee. This coverage shall be the same coverage in effect for active employees each year, and may change yearly or as negotiated. An employee who has attained the age of sixty-five (65) or has become eligible for the national or state medical program if less than sixty-five (65) years of age shall be eligible to receive District paid supplement to the national or state medical program for a period not to exceed fourteen (14) years or until the retiree's seventy-ninth (79th) birthday. After the seventy-ninth birthday, the retiree will be able to purchase supplemental coverage at their own expense.

An employee who retires and has at least three (3) years but less than fifteen (15) years of service in the District and has attained the age of fifty (50) years shall be allowed to remain in the group for Health and Welfare Benefits at the retiree's expense.

Only employees hired before January 1, 2006, are entitled to the benefits of this section.

ARTICLE VIII

Holidays

- A. Scheduled Holidays: The District agrees to provide a minimum of fifteen paid holidays that occur or fall during the bargaining unit employees work schedule when in paid status. This becomes effective for the 1999-2000 School Year.

<i>Independence Day</i> .	<i>Labor Day</i> .
<i>Veteran's Day</i> .	<i>Thanksgiving Day</i> . (total of 3 days)
<i>Board Holiday</i> .	<i>New Year's Day</i> .
<i>Christmas</i> .	<i>Lincoln's Day</i> .
	<i>Cesar Chavez Day</i> .
<i>Martin Luther King Jr. Day</i>	<i>Memorial Day</i> .
<i>Presidents' Day</i> .	<i>Monday after Easter</i> .

Actual scheduling of the above listed holidays will appear on the annual adopted school calendar by the District. Employees will be furnished copies of the adopted calendar at the beginning of the school year.

- B. Additional Holidays: Each day declared by the President, or Governor of the State as a public fast, mourning, thanksgiving, or holiday or any day declared as a holiday by the Governing Board under applicable laws shall be a paid holiday for classified employees.
- C. Holidays on Saturday or Sunday: When a holiday falls on a Saturday the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- D. Holiday Eligibility:
1. An employee shall be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

2. Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

E. Teacher Training Days: Any day granted as a teacher training day, teacher-parent conference day by whatever name for whatever purpose is a regular work day for all classified employees who are a part of this bargaining unit.

ARTICLE IX

Vacation Plan

- A. **Eligibility:** All probationary and permanent employees in the bargaining unit shall earn paid vacation under this Article. However, earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- B. **Accumulation:** Vacation time shall be earned and accumulated in accordance with the schedule listed below. The date for computing earned vacation days shall be the anniversary date for twelve (12) month employees; the date shall be June 30 or the last day worked in each fiscal year, whichever comes first, for less than twelve (12) month employees.
1. Employees regularly employed on a twelve (12) month basis are entitled to vacation days on a 260 work day year (including paid holidays) as follows:

<u>Completed Years of Service</u>	<u>Vacation to be Taken During</u>	<u>Days of Vacation Earned</u>
0 - 3	1st - 4th	10
4 - 9	5th - 10th	15
10	11th	16
11	12th	17
12	13th	18
13	14th	19
14	15th	20

2. Vacation days shall be earned by employees who work less than a full work year on a pro rated basis. Calculations shall be computed by counting the employee's total annual assigned work days plus holidays to determine the employee's work year (in days) and dividing by 260 (full work year), then multiplying by the appropriate number of vacation days earned based on the employee's completed years of service, as provided in 1. above. The resulting number (rounded off to the nearest whole number) is the employee's number of vacation days earned.

Examples of Computations

An employees who has completed his 2nd year of District service and who is assigned to work 177 days per year, plus entitled to fourteen (14) holidays, will be credited with a 191 day work year and earn eight (8) vacation days.

$$(191/260) \times 11 = 8.11 \text{ rounded off to 8 vacation days}$$

Assuming the employee in the example has completed his/her 8th year in the district, he/she would have earned 11 vacation days.

$$(191/260) \times 15 = 11.02 \text{ rounded off to 11 vacation days}$$

Assume the employee has completed his/her 12th year in the District, he/she would have earned thirteen (13) vacation days.

$$(191/260) \times 17 = 12.49 \text{ rounded off to 13 vacation days}$$

C. Vacation Pay:

1. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.
2. Employees who are assigned to less than a ten (10) month work year shall not normally be granted a vacation period but shall be paid for their accrued vacation.
3. In no event may an employee carry-over from one year to the next more than five (5) days of vacation. All carry-over days must be with the written approval of the Superintendent.

- D. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the termination, except those employees who have not completed six (6) months of regular employment shall not be entitled to such compensation.

E. Vacation Postponement:

1. If a bargaining unit employee's vacation become due during a period when he/she is on leave for any bonafide reason, he/she may request that his/her vacation dates be changed and the District will grant such a request in accordance with vacation dates available and needs of the District.
2. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for the use in the next year or be paid for in cash at the option of the governing board.

F. Holidays: When a holiday falls during the scheduled vacation period of any bargaining unit employee, such holiday shall not count as a day of vacation.

G. Vacation Scheduling:

1. Vacations shall be scheduled at times approved by the District.
2. If there is any conflict between employees who are working in the same or similar classifications, as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

H. Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation in order to begin a bonafide leave, provided the employee provides a written notice and statement attesting as to the reason for the change of status. If the reason is due to illness or injury, the statement will be obtained from a medical practitioner providing the treatment.

I. Use of Vacation: A permanent employee may be advanced vacation during the year even though not earned at the time the vacation days are used.

ARTICLE X

Leave of Absence and Resignations

A. Sick Leave:

1. An employee employed five (5) days a week shall be granted twelve (12) days leave of absence for personal illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
2. An employee, employed five (5) days a week, who is employed for less than a full year is entitled to that proportion of twelve (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve (12).
3. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for personal illness or injury to which they are entitled.
4. The employee should notify the District of his/her absence no later than 6:30 a.m. prior to the beginning of his/her work shift of the first day absent or sooner, unless conditions make notification impossible.
5. The employee shall notify his/her supervisor on the day before his/her expected return in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both employee and substitute report, the substitute is entitled to the assignment.
6. Pay for any day of such absence shall be the same as the pay for which would have been received had the employee served during the day of illness.
7. At the beginning of each fiscal year, the full amount of sick leave granted shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

8. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
9. An employee who has unused leave of absence for accident or illness accumulated in another California school district at the time he/she is employed in the District and such employment occurs within one year of his previous employment, shall upon request, be credited with the accumulated days. (EC 45202)
10. Any sick leave benefits earned, but unused, on the date of retirement may be converted to retirement credit if appropriate in accordance with applicable law.

B. Verification of Illness:

1. Classified employees who are absent due to sickness or accident for more than three (3) consecutive working days, shall upon return to work, when requested by their immediate supervisor, submit certification or other documentary evidence signed by a physician or other responsible person attesting to the nature of the illness and whether such illness was the basis for the absence from work. (In the case of employees whose religious beliefs prohibit such certification, a statement shall be obtained from their minister or religious practitioner attesting to the illness and its basis for the absence.)
2. Employees who develop patterns of excessive sick leave usage (i.e., extending holidays, vacations, weekends, etc.) may be required to bring in a doctor's certificate at the discretion of the supervisor. The District shall pay the portion not covered by the employee's insurance for any physician's certificate required for less than three days sick leave.

C. Extended Accident or Illness Leave: When an employee is absent from his/her duties on account of illness or an accident for a period of five (5) months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

1. The extended leave provision pertains to each illness or accident of the employee and shall commence on the first day of absence from his/her duties.

2. The extended leave provision applies to whether the accident or illness occurred on or off the job and shall include the entitlement provided in Section L of this Article.
3. All other leave benefits will be exhausted before the sum paid a substitute is deducted from an employee's wages.
4. When the employee has exhausted all other leave benefits, the amount deducted from the employee shall be the amount paid the substitute employee.
5. An extended leave shall not be considered a break in service.
6. At the conclusion of the five (5) month period, an employee who is unable to resume his/her duties, may request additional unpaid leave in six (6) month increments.
7. An employee unable to resume his/her duties after an absence of eighteen (18) months shall be placed on a re-employment list for thirty-nine (39) months in accordance with the Education Code.

D. Personal Necessity Leave:

1. A classified employee may, at his/her election, use sick leave benefits in the following cases of personal emergency. (*E.C. 45207*)
 - a) Bereavement leave which may be necessary beyond that authorized in these rules and the law.
 - b) Accident or illness involving his/her person or property or the person or property of a member of his/her immediate family.
 - c) Appearance in any court or before an administrative tribunal as a litigant, party, or witness under the subpoena or any order made with jurisdiction.
 - d) When a child is born to the employee's wife, such time off may be taken during birth and/or at the time of discharge from the hospital.
 - e) Major religious holidays of employee's faith which fall on scheduled work days:
 - (1) Employees shall make their request at least one (1) week prior to the holiday so that a substitute can be secured.

- (2) Employees shall make the request in writing to be absent on a given day for observance of a name holiday of their specified faith.
2. This leave shall not exceed seven (7) days in any one fiscal year.
3. Immediate family as used in this section shall be the same as those listed under Bereavement Leave.
4. Proof of personal emergency shall be presented to the District Superintendent in the manner prescribed:
 - (a) The employee shall submit a cause of absence statement giving facts and reasons for the personal emergency. All such requests shall bear the recommendation of the appropriate administrative head.

E. Bereavement Leave:

1.
 - a. Bereavement leave, without loss of pay, shall be granted up to five (5) days in the event of the death of any relative living in the immediate household of the employee, or the employee's child or parent.
 - b. Bereavement leave, without loss of pay, shall be granted up to three (3) days, five (5) days if round trip travel of 500 miles or more or if out-of-state, in the event of the death of members of the immediate family not covered by Section a. The immediate family for the purpose of this section is defined as brothers, sisters, parents-in-law, sons or daughters-in-laws, grandparent, or grandchildren.
 - c. For extenuating circumstances, up to six (6) days of sick leave in addition to bereavement leave may be utilized for this purpose if prior notification is presented to the District.
2. Bereavement Leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral; up to one full day if the funeral is out of the District, which will be charged to Personal Necessity. No other leave provision may be applied to this section.

F. Leave for Pregnancy Disability:

1. Employees are entitled to use sick leave as set forth in "A" of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recover therefrom. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
2. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District management may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
3. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

G. Leave Without Pay for Childbearing, Preparation, and Child Rearing:

1. Leave without pay or other benefits may be granted to an employee for preparation for childbearing and for child rearing.
2. The employee shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.

4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
 5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
 6. If an employee is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a bargaining unit position. If there is a vacancy for which an employee is qualified, the District will assign the employee to a position as soon as practicable.
- H. Adoption Leave: Employees adopting a child or children may be granted a leave of absence without pay for a period of up to, but not exceeding ninety (90) calendar days. Such leave must coincide with the actual taking custody of the child or children. At least one (1) month notice shall be given to the District of the intended leave.
- I. Family Medical Leave: State and federal law require employers to grant up to 12 weeks unpaid leave per year to care for a sick family member, for one's own illness, or to care for a newborn or adopted child. Family medical leave runs concurrent with the other leaves referenced in this Article where the reason for the leave is covered by a provision of this Article as well as family medical leave. Information concerning family medical leave is available through the Personnel Department.
- J. Military Leave:
1. Employees who are members of any reserve Corp of the Armed Forces of the United States, the National Guard, or the Naval or Marine Reserves, or who are inducted or otherwise ordered to active duty shall be granted such leave as is mandated by the Education and Military and Veterans Codes.
 2. A copy of military orders shall be provided to the District Superintendent with the request for military leave.

K. Jury Duty: Leaves of absence to serve on a jury shall be granted with no loss in pay provided the employee endorses the fee received, exclusive of mileage allowance, to the District.

L. Industrial Accident and Illness Leave:

1. All classified employees are covered while on the job by Worker's Compensation Insurance.
2. Absences resulting from injury or illness in performance of duties are granted to classified employees without loss of sick leave. (E.C. 45192)
3. Paid industrial leave shall not be for more than sixty (60) working days in any one fiscal year and is not accumulative from year to year.
4. Paid leave commences on the first day of absence.
5. Paid industrial accident leaves shall be reduced one day for each day of absence regardless of the temporary disability allowance made under workmen's compensation.
6. If employee is unable to return to work after exhausting paid industrial leave, he shall be placed on a sick leave if he/she is eligible. Sick leave will be reduced only in the amount necessary to provide a full days wages or salary when added to the Worker's Compensation Insurance disability payment.
7. After sick leave is exhausted, employee may choose to receive pay from vacation or earned compensatory time.
8. After all paid leave privileges have expired, the Governing Board may place the employees on leave without pay. The total time of all benefits, including unpaid leave, shall not exceed thirty-six (36) months for any one illness or accident.
9. Upon return to service from an paid or unpaid leave, an employee shall be assigned to a position in his/her former classification without loss in status or benefits.
10. When all paid or unpaid leaves have been exhausted and the employee is still not able to return to work, his/her name shall be placed on the reemployment list for a period of thirty-nine (39) months.

11. Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis and in assignment areas in which the employee has made himself/herself available.
12. At no time shall the employee's salary, while on paid industrial leave, exceed the employee's regular salary.
13. During all paid industrial leaves, the employee shall endorse to the District all wage loss benefit checks received under Worker's Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payments of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.
14. The employee should be aware the regardless of the minor nature of an injury, at the time, it is to his/her advantage to report all injuries to his/her supervisor immediately and fill out the appropriate form. Once there is a record on file of the injury, should complications develop at a later date, the employee has retained his/her rights for medical and disability coverage.

M. Resignations

1. Employees shall provide at least two (2) weeks notice of resignation. Failure to give the District at least two (2) weeks notice shall result in a forfeiture of all accrued vacation.

ARTICLE XI

Evaluation Procedures

- A. Probationary employee evaluations shall be made at the end of three (3) and five (5) months of service, and annually thereafter by April 15th of each school year.
- B. Written evaluations shall be made on the attached evaluation form, Appendix B, and incorporated by reference herein.
- C. When an evaluation of unsatisfactory performance or conduct is made, the employee shall have a minimum of a ninety (90) day period.
- D. Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent. Whenever unsatisfactory job performance is an issue, it shall be discussed with the employee within ten (10) days that the issue is pertinent. After a Performance Report for Classified Employees has been written, the employee and the supervisor shall meet to discuss job performance and the report.
- E. Employee evaluations shall be placed in the personnel file of each employee which is maintained at the District Office. Files kept by any supervisor of any employee shall not contain material which could be used against an employee with respect to his/her evaluation, unless such material is in the employee personnel file.
- F. Employees shall be provided with copies of any derogatory material which could be used in evaluating the employee ten (10) work days before it is placed in the employee's personnel file. The employee shall be given the opportunity during normal working hours to discuss the derogatory material with the Supervisor and provide a written response within ten (10) work days which shall be attached to the material placed in the personnel file.
- G. Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, employee signature and the date the material is placed in the file.
- H. No unsatisfactory evaluation shall be based on hearsay statements only.
- I. On a reasonable number of occasions, an employee shall have the right, at reasonable times and without loss of pay, to examine and/or obtain copies of any material affecting the evaluation from the employee's personnel file with the exception of material that includes ratings, reports,

?
Add if eval is not
completed within 15 days
after anniversary
date...
eval be subject
to meet & placed
in file

or records which were obtained prior to the employment of the employee involved. The employee's personnel file shall be available for examination to the bargaining unit representative if authorized in writing by the employee.

- J. Evaluation material contained in personnel files shall be kept in confidence and shall be available for inspection to officers of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

ARTICLE XII

Transfer and Promotion Procedures

All employees are District employees and are assigned to work stations or school in the best interest of the District as defined by District management.

1. Voluntary Transfer and Promotion: When a new position is created or an existing position becomes vacant, the District shall give first consideration to current employees. All vacancies shall be posted by the District for not less than six (6) working days at all work locations prior to being filled. A copy of the notice of a vacancy shall be provided to the bargaining unit. Any employee may apply for transfer and/or promotion to that position by filing a written notice with the Personnel Department of the District. If more than one employee wishes to be transferred or promoted, and they are equally qualified in position and equal in years of service, the employee with the most recent training shall be transferred or promoted.
2. Involuntary: Employees may be transferred within class by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. An employee affected by such transfer shall be given notice as soon as administratively practicable, a conference shall be held between appropriate management person and the employee in order to discuss the reasons for the transfer.
3. Medical Transfers: The District may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with District and concurrence of the employee.
4. Probationary Employees: New probationary employees must complete three (3) months of their probationary period before applying for a vacant position in a higher class or rate of pay unless approved by the Superintendent.

ARTICLE XIII

Classification, Reclassification and Abolition of Positions

- A. Placement in Class: Every bargaining unit position shall be placed in a class.
- B. New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by the employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.
- C. Salary Placement of Reclassified Positions: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position.
- D. Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.
- E. Downward Adjustment: Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

ARTICLE XIV

Layoff and Re-employment

- A. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.
- B. Notice of Layoff: Any layoffs under Section A shall generally take place effective as of the end of an academic year. The District shall notify both the bargaining unit and the affected employees in writing of any planned layoffs. The District and bargaining unit shall meet following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff.
- C. Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- D. Order of Layoff: any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on hire date.
- E. Bumping Rights: An employee laid off from his/her present class may bump into the next lowest class in which the employee has previously served and has greatest seniority considering his/her seniority accrued while serving in the lower class and that which has been accrued while serving in any higher class or classes including the class in which the layoff has occurred. The employee may continue to bump into lower classes in which he/she has served to avoid layoff.
- F. Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.
- G. Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater higher date seniority, and if that be equal, then the determination shall be made by lot.
- H. Re-employment Rights: Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over any other type of employment, defined or undefined in this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Transfer

and Promotion Procedure Article of this Agreement and use their hire date seniority therein for a period of thirty-nine (39) months following layoff. An employee on a re-employment list shall be notified of promotional opportunities in accordance with the provisions of Section L below.

- I. Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment list.

- J. Retirement in Lieu of Layoff:
 1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) work days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
 2. The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section H of this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code Sections.
 3. The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
 4. An employee subject to this Section who retired and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed to be permanently retired.
 5. Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

- K. Seniority Roster: The District shall maintain an updated seniority roster indicating employees class seniority, bargaining unit seniority, and hire date seniority and shall be available to bargaining unit at any time upon demand. Any hours earned during a summer school or a temporary assignment will not be computed for seniority purposes.

- L. Notification of Re-employment Opening: Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by First Class mail to the last address given the District by the employee, and a copy shall be provided to the bargaining unit which shall acquit the District of its notification responsibility.

- M. Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within thirty (30) working days following receipt of the re-employment notice. An employee given notice of employment need not accept the re-employment to maintain the employee's eligibility on the re-employment list, if the employment position is less than the employee's position status at the time of layoff, provided the employee notifies the District of refusal of re-employment within ten (10) working days from receipt of the re-employment notice.

- N. Re-employment in Highest Class: Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

ARTICLE XVI

Disciplinary Procedure

- A. Exclusive Procedure: Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, reprimand, or any reassignment, without consent, except a layoff for lack of work or lack of funds.
- B. When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served upon the employee. The notice shall indicate:
1. The specific charge against the employee which shall include times, dates, and places of chargeable actions or omissions;
 2. The penalty proposed; and
 3. Corrective action recommended.
- C. At the option of the District, the penalty may be delayed until the employee has exhausted rights under the grievance article.
1. Emergency situations can occur involving the health and welfare of students or employees. If the employee's presence presents a clear and present danger to the life, safety or health of any student or employee, the District may immediately suspend the employee, without pay, for five (5) days.
 2. During the five (5) days, the District Superintendent shall serve notice and the statement of facts upon the employee, who shall be entitled to respond in person or in writing to the factual contentions supporting the emergency.
 3. If the reasons for suspension are upheld by the Superintendent, the suspension shall continue with pay while due process procedures are completed. If the reasons for the suspension are not upheld, the employee shall be returned to work immediately while due process procedures continue towards a formal decision.

ARTICLE XVII

Grievance Procedure

A. Section 1 - Definitions:

1. Grievance: A formal written allegation by a grievant that said grievant has been adversely affected by the interpretation, application, or alleged violation of this Agreement, or a violation applicable or interpretation of any law, District policy, regulation of practice.
2. Grievant: Any District employee covered by the terms of this Agreement and who claims that he/she has been personally adversely affected. A grievant could represent other employees affected by the same alleged violation.
3. Day: A day as used herein shall mean a scheduled work day for the employee.

B. Section 2 - Grievance Handling:

1. Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor, within ten (10) days after the grievant knew or should have known of the event or circumstances occasioning the grievance.
2. Level I - Immediate Supervisor/Principal:
 - a. Within ten (10) work days following the informal level meeting the grievant must present his/her grievance, in writing, using the Grievance Form attached as Appendix C to his immediate supervisor/building principal if they are not one and the same.
 - b. The supervisor shall communicate his decision to the employee within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
 - c. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

d. The employee who is designated as Job Steward and the grievant will exclusively receive time off from duties for the processing of grievances past Level I subject to the following conditions:

- 1) Twenty-four (24) hours prior to release from duties with pay for grievance processing, the designated representative informs his immediate supervisor.
- 2) That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level 1, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, preparing a presentation.

3. Level II - Superintendent:

- a. If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) work days, appeal the decision in writing to the Superintendent.
- b. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent shall communicate his/her decision to the grievant within ten (10) work days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
- d. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

4. Level III - Board of Trustees:

- a. If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) work days appeal the decision in writing to the Board of Trustees by filing said appeal with the Superintendent. Upon receipt of the appeal, the Superintendent or his designee shall prepare, within ten (10) working days, a full report for the Board of Trustees. This report shall include the statement of grievance and other pertinent materials. The grievant and the exclusive representative shall be given a copy of said report.

- b. If the Board of Trustees is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The decision of the Board shall be communicated in writing within ten (10) work days of the Board meeting at which the appeal was adjudicated.
- c. Copies will be provided by the Superintendent for distribution. The decision of the Board of Trustees shall be final unless pursued by the grievant through process made available to him/her by law.
- d. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

5. Alternate Level III - Advisory Arbitration:

- a. If the grievant is not satisfied with the decision rendered pursuant to Level II, with concurrence of bargaining unit, he/she shall submit a request in writing to the Superintendent for advisory arbitration of the dispute. Said request shall be made within ten (10) work days.
- b. An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) remains.
- c. The fees and expenses of the arbitrator and court reporter, if required by the arbitrator, shall be shared equally between the District and the Grievant. Any additional expenses shall be born by the party incurring such expenses.
- d. The arbitrator shall have not authority to add, delete, or alter any provision of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.
- e. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.

- f. After hearing the evidence, the arbitrator shall submit his/her finding and recommendations in writing to the District, the grievant and the bargaining unit.

6. Level V - Board of Trustees

- a. If either party is not satisfied with the findings or recommendations of the arbitrator, he/she shall appeal the decision to the Board of Trustees within ten (10) work days.
- b. The Board shall review the written record and render a final binding decision on the grievance.
- c. Additional evidence will be taken before the Board only if the Board determines that the record is not sufficiently complete to enable it to render its decision.
- d. The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the appeal.

C. Section 3 - Miscellaneous:

1. Time Limitations: The number of working days indicated at each step of this procedure may be extended by mutual consent or due to unusual circumstances.
2. Reprisals: No reprisals shall be taken by or against any participants in a grievance procedure by reasons of such participation.
3. Records: All documents, records, tapes or other matter relating to the finding, recommendations, or decisions occurring from the grievance hearings, after Trustee decision, shall be delivered to the Superintendent to be stored except pursuant to legal order to do so arising from a subsequent administrative or judicial proceeding held in connection with the matter.

ARTICLE XVIII

Safety

- A. The District shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of District employees while they are on and in the facilities provided in furtherance of the operation of the District.
- B. Employees shall maintain safe and sanitary conditions in their work areas of responsibility and report any unsafe conditions.
- C. The District shall post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide equipment where such equipment is necessary for the conduct of the educational program and the operations of the schools.
- D. All alleged violations of safe work conditions shall be reported to the employee's immediate supervisor and/or in writing to the District Safety Officer.
- E. In support of management, supervisory and certificated personnel, employees shall have the authority and responsibility to insure the safety of students under their supervision and facilities under their control or in their close proximity.
- F. Safety condition issues shall not be processed as grievances.

ARTICLE XIX

District Rights

- A. It is understood that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District has prior to the execution of this Agreement are retained except as those rights, powers and functions or authority which are specifically abridged or modified by this Agreement.

- B. In cases of emergency as determined by the District, the bargaining unit and District agree to meet and negotiate to amend, modify or rescind policy and procedure referred to in this Agreement.

ARTICLE XX

Severability

- A. if any provisions of this Agreement are held to be contrary to applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force.
- B. In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate within ten (10) working days after such determination for the purpose of arriving at a mutually agreed replacement for the invalidated part or portion.
- C. The rules, regulations, policies, and practices of the District, which directly apply to the bargaining unit employees, which are in effect at the time of this Agreement and are not in conflict with the terms of this Agreement, shall remain in full force and effect unless changed by mutual agreement of the bargaining unit and the District.

ARTICLE XXI

Support of Agreement

The District and bargaining unit agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the bargaining unit and District will support this Agreement for its term and will not see modification, change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the bargaining unit.

ARTICLE XXII

Effect of the Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXIII

Negotiations

- A. If either party desires to alter or amend this Agreement, it shall be at least ninety (90) days but not more than one-hundred-twenty (120) days prior to the termination date set forth under the Duration Article, provided written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provision of law to be fulfilled, except that during the term of this Agreement. The District agrees to re-open negotiations with the bargaining unit, no later than April 1st of each year on a proposed salary and benefit change and a maximum of two (2) additional negotiable subjects per side for the period of this Agreement, July 1, 2006 to June 30, 2008.
- B. Within ten (10) working days of satisfaction of the public notice requirements, and not later than forty-five (45) workings following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating matters within the scope of negotiations. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.
- C. If agreement is not reached with regard to matters proposed within forty-five (45) working days after the commencement of negotiations, either party may submit the unresolved disputes to impasse in accordance with the rules of the Public Employees Relations Board.
- D. The bargaining unit shall have the right to designate up to five (5) employees who shall be given reasonable release time to participate in negotiations.

ARTICLE XXIV

Duration

This Agreement represents the entire terms and conditions between the Governing Board of the Gonzales Unified School District and the Gonzales Unified School District Clerical Association, and shall become of full force and effect from July 1, 2006, and shall continue in full effect until midnight June 30, 2008, and shall continue in full force and effect from year to year thereafter, unless either party shall give the other written notice in accordance with Article XXIII, Negotiations. Salary and benefits plus two openers annually from each side shall be allowed during the term of this contract.

Signed and entered into this _____ day of _____, 2007

FOR THE DISTRICT

FOR THE BARGAINING UNIT

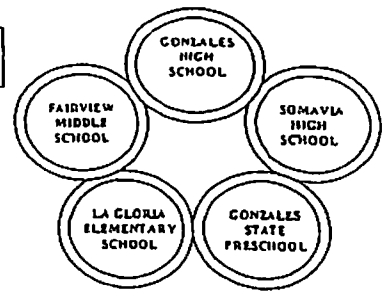
Superintendent

Bargaining Unit President

Board of Education
 Wendy Franscioni
 Barbara Robinson
 Gabriel Dominguez
 Sonia Jaramillo
 Carlos Rios

APPENDIX A

Gonzales Unified School District



www.gusd-district.org

Superintendent &
 Secretary to the Board
 Ernest S. Zermeño

Committed to Excellence

2006/07 Clerical Salary Schedule

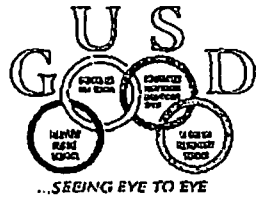
Range	Step1	Step2	Step3	Step4	Step5	Step6
1	13.57	14.15	14.75	15.37	16.03	16.71
2	14.11	14.71	15.34	15.99	16.67	17.38
3	14.68	15.30	15.95	16.63	17.34	18.07
4	15.26	15.91	16.59	17.29	18.03	18.80
5	15.87	16.55	17.25	17.99	18.75	19.55
6	16.51	17.21	17.94	18.71	19.50	20.33

ICAM
 JF
 EJ
 R.H.
 ES

Position	Range
Attendance Accounting Technician	1
Cafeteria Manager	2
Administrative Assistant	3
Translator Clerk	5
Accounting Specialist I	5
Accounting Specialist II	6

Longevity
 5% - 11th Year
 10% - 16th Year
 15% - 21st Year
 20% - 26th Year

Board Approved:



GONZALES UNIFIED SCHOOL DISTRICT

Classified Evaluation Form

Name: _____ Work Location: _____

Position: _____

RATING SCALE	1.0			2.0			3.0			4.0		
	1.1	1.2	1.3	2.1	2.2	2.3	3.1	3.2	3.3	4.1	4.2	4.3
Meets District Standards												
Below District Standards												
Not Applicable												

1.0 ATTENDANCE STANDARDS:

- 1.1 Attendance record reflects a minimum of absences. Actual absences _____ hours.
- 1.2 Punctuality: Employee consistently reports for work on time.
- 1.3 Employee consistently remains on the job after reporting for work.

COMMENTS: _____

2.0 DEPENDABILITY STANDARDS:

- 2.1 Employee possesses the ability to consistently follow through for the completion of job and assignments.
- 2.2 Employee consistently adheres to time lines for the completion of job assignments.

COMMENTS: _____

3.0 INITIATIVE STANDARDS:

- 3.1 Employee is consistently self-reliant in completing assignments.
- 3.2 Employee offers suggestions for work improvements and/or offers solutions for work problems.
- 3.3 Employee takes action for self improvement. (Professional Growth, e.g.) where applicable.
- 3.4 Employee consistently utilizes initiative in completing job-related tasks.

COMMENTS: _____

4.0 QUALITY OF WORK STANDARDS:

- 4.1 Employee is consistently accurate and skilled in performing tasks and takes pride in a job well done.
- 4.2 Employee's work area and work product is consistently neat.

COMMENTS: _____

RATING SCALE	5.0		6.0			7.0		8.0			9.0	
	5.1	5.2	6.1	6.2	6.3	7.1	7.2	8.1	8.2	8.3	9.1	9.2
Meets District Standards												
Below District Standards												
Not Applicable												

5.0 QUANTITY OF WORK STANDARDS:

- 5.1 Employee consistently completes appropriate amounts of tasks relative to his or her skill level and the requirements of the position.
- 5.2 Employee consistently completes appropriate amounts of tasks relative to time lines and the requirements of the position.

COMMENTS: _____

6.0 WORK PRACTICES STANDARDS:

- 6.1 Employee consistently follows work instructions in a complete and thorough manner.
- 6.2 Employee consistently follows proper recommendations for the use, care and safe operation of equipment.
- 6.3 Employee consistently complies with rules, regulations and policies.

COMMENTS: _____

7.0 PLANNING AND ORGANIZING WORK STANDARDS:

- 7.1 Employee consistently performs job tasks in a timely and thorough manner.
- 7.2 Employee consistently utilizes time and resources in an efficient and effective manner.

COMMENTS: _____

8.0 ADAPTABILITY STANDARDS:

- 8.1 Employee possesses the ability to work under varying conditions and/or at different work sites.
- 8.2 Employee consistently demonstrates the ability to apply job knowledge and skills to new or unfamiliar work.
- 8.3 Employee sees variable work situations in a positive manner.
- 8.4 Employee consistently displays a positive attitude toward supervisor, staff, students and parents.

COMMENTS: _____

9.0 JUDGEMENT AND DECISION-MAKING STANDARDS:

- 9.1 Employee demonstrates the consistent ability to effectively assemble data and facts in making decisions.
- 9.2 Employee consistently uses good decision-making skills in performing work assignments and duties.

COMMENTS: _____

RATING (SCALE)	10.0					11.0					12.0				
	10.1	10.2	10.3	10.4	10.5	11.1	11.2	11.3	11.4	11.5	12.1	12.2	12.3	12.4	12.5
Meets District Standards															
Below District Standards															
Not Applicable															

10.0 PUBLIC CONTACT AND COMMUNICATION STANDARDS:

- 10.1 Employee is consistently honest, tactful, and courteous.
- 10.2 Employee consistently presents himself/herself in an appropriate manner to represent Gonzales Unified School District.
- 10.3 Employee consistently demonstrates the ability to handle difficult situations and confrontations.
- 10.4 Employee consistently demonstrates the ability to use oral and written language effectively
- 10.5 There is open communication and articulation between employee and supervisor(s).

COMMENTS: _____

11.0 HUMAN RELATIONS STANDARDS:

- 11.1 Employee consistently works effectively and in a participatory manner with supervisor(s).
- 11.2 Employee consistently works effectively and in a cooperative manner with fellow employees and other district staff.
- 11.3 Employee consistently interacts effectively and demonstrates concern and sensitivities towards students.
- 11.4 Employee interacts effectively and demonstrates concern and sensitivities towards parents and other community members.

COMMENTS: _____

12.0 SUPERVISORY ABILITY STANDARDS: (ONLY FOR EMPLOYEES WHO SUPERVISE)

- 12.1 Ability to effectively coordinate the work of others.
- 12.2 Effectively plans and encourages the professional development of subordinates.
- 12.3 Maintains effective discipline, morale and approachability.
- 12.4 Consistently demonstrates sound decision making skills.

COMMENTS: _____

**GONZALES UNIFIED SCHOOL DISTRICT
CLASSIFIED EVALUATION FORM**

Employee strengths:

Goals and Objectives for subsequent evaluation:

Comments:

Supervisor signature (if applicable)

Date

Evaluator's signature

Date

Meets District
Standards

Below District
standards/ No step increase

Recommend
Dismissal

ACKNOWLEDGEMENT

I acknowledge that I have seen the above evaluation and have been provided with suggestions for improvement. I understand that my signature does not necessarily mean that I agree with this evaluation.

Employee's signature

Date

EMPLOYEE GRIEVANCE FORM

Name: _____ Classification: _____ Date: _____

DESCRIPTION OF PROBLEM:

ACTION REQUESTED:

I discussed this with my Supervisor on (date) _____ Signature: _____

GRIEVANCE REVIEW - FIRST LEVEL
Supervisor's Decision: _____ Date Received: _____

Signature: _____ Title: _____ Date: _____

GRIEVANCE REVIEW - SECOND LEVEL
Superintendent's Decision: _____ Date Received: _____

Signature: _____ Title: _____ Date: _____

GRIEVANCE HEARING - GOVERNING BOARD - THIRD LEVEL
Decision: _____ Date Received: _____

Signature: _____ Title: _____ Date: _____

ALTERNATE ARBITRATION
Decision: _____ Date Received: _____

Signature: _____ Title: _____ Date: _____

FINAL REVIEW BY GOVERNING BOARD - FOURTH LEVEL
Decision: _____ Date Received: _____

Signature: _____ Title: _____ Date: _____

GONZALES UNIFIED SCHOOL DISTRICT
MEMBERSHIP AND DUES SCHEDULE

1. All employees covered by GUSDCA Master Agreement shall become eligible for membership at the end of their probation.
2. All new members shall pay a one-time initiation fee of **\$15.00** directly to GUSDCA.
3. Initiation fees are due at the end of probation.
4. Monthly dues are **\$10.00** per month for eleven months (August through June).
5. Dues shall be paid via monthly payroll deduction, August through June.
6. Dues for new members will be pro-rated the first year based on months in permanent status.

JOB DESCRIPTIONS
(To Be Added When Complete)

PROFESSIONAL GROWTH

- A. Eligibility: All permanent employees shall be eligible to participate in the Professional Growth Program.
- B. Courses in areas suitable for the Professional Growth Award:
1. Job Related Courses – related to the technical or specialized aspects of the employee's position.
 2. Courses meeting requirements of the employee's major.
 3. Courses of a general education value which would improve the employee's job performance level.
 4. General Education courses when needed to complete the remaining 9 units for a degree.
 5. Physical Education courses will not count towards advancement, unless the are required to complete an AA, BA, or BS degree.
- C. Committee:

A Professional Growth Committee shall be formed for the purpose of evaluating and approving or rejecting course work submitted by employees for application toward a professional growth increment.

The Committee shall consist of four (4) employees of the District, two (2) management, and two (2) classified.

Two (2) of these members shall be management, confidential or supervisory employees named by the District and two (2) members shall be representatives of the classified employees. Committee members shall be appointed for two years, with the exception of the first year where one person will have a two-year term and the other a one-year term.

The chairperson shall be elected by the Committee for one (1) year period. The chairperson shall report to the District of his/her election.

The Committee shall determine meeting schedule each month to consider acceptance or rejection of requests.

The Committee shall convey its decision to the requesting employees in writing no later than one (1) week following the Committee's meeting.

In case of a two (2) to two (2) deadlock, an outside representative (certificated employee) will be added to the panel for the specific purpose only; and after hearing arguments from both sides, will be the tie-breaking vote.

D. Method

An employee shall be granted a two-and-one-half (2-1/2) percent salary increment upon successfully completing the equivalent of fifteen (15) semester units.

The employee has two (2) years from the date of intent to complete the units requested. However, if the units are completed prior to date of intent, the salary increment will begin in September or February. The employee shall provide the Chairperson with copies of transcripts to be sent to the District.

The employee must fill out a "Declaration of Intent – Course Approval" form and submit it to the Professional Growth Committee for approval or rejection.

It is the employee's responsibility to provide copies of all transcripts and course descriptions to the Committee and District.

Modifications and extensions of the original declaration of intent due to illness or other extenuating circumstances may be granted by the Committee upon request. If an employees desires to change a course listed on the original declaration, a written request must be submitted for approval prior to beginning the course.

There must be a two (2) year lapse between the Professional Growth Intent Awards.

Training (in-service, etc.) for which the District pays expenses, or taken during paid time, will not be eligible for professional growth.

5/7/10

**GUSD and SEIU Local 521
Tuesday April 27, 2010/May 7, 2010**

TENTATIVE AGREEMENT

The Governing Board adopted the following principles and goals to guide the District's negotiating team in the course of conducting negotiations:

- Ensuring fiscal security for the District, both in the short and long term;
- Enhancing student achievement and greater educational opportunities for students;
- Supporting our schools in meeting the goal of moving out of Program Improvement;
- Fair and equitable salaries and benefits;
- A bilateral and collaborative bargaining process; and.
- Maintenance of District services to the community's children. As in all of the District's concerns, students must come first.

The District desires to engage in good faith, principled negotiations with SEIU to reach a consensus resolution on all pending issues. To achieve that end, the parties will face the following challenges and goals:

- to reach a mutual understanding of the District's financial realities and needs;
- to develop options for meeting these needs which would change the parties' collective bargaining agreement and practices; and
- to employ efficient, constructive and collaborative negotiations to reach a consensus agreement that each party can live with now and in the near future.

1) MOU Re Temporary Reduction in Wages and Work Days:

Unit members' 2010-2011 work year shall be reduced by four days in 2010-2011.

Unit members' 2011-2012 and 2012-2013 work year shall be reduced by two days.

The non work days shall be mutually agreed to by the employee and supervisor.

Unit members' salaries, as set forth in the 2008-09 Salary Schedule, shall be reduced by an amount proportionate to the reduction in work year, for the same period as the work year is reduced.

2) ARTICLE XXIV – DURATION – CHANGE AGREEMENT AS FOLLOWS:

This Agreement represents the entire terms and conditions between the Governing Board of the Gonzales Unified School District and the Gonzales Unified School District Clerical

Association, and shall become of full force and effect from July 1, 2010, and shall continue in full effect until midnight June 30, 2013. There shall be no reopeners for 2010-2011 and 2011-2012. Each party may open Salary and benefits plus two other Articles for 2012-2013.

ALL OTHER ITEMS ARE WITHDRAWN

J. Modena
GUSD

5/7/10
Date

Lupe Kinnear
SEIU Local 521

5/7/10
Date

R. A. O.

N. Jones

SEIU

5.7.10

Staff 5/17/10

Gonzales Unified School District
SEIU Clerical Salary Schedule
2010-2011 With 4 Furlough Days

*p. p. J 5.18.10
D.P.
S.K.*

Base Year 2009-10 Salary Schedule

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	13.84	14.43	15.04	15.68	16.35	17.04				
2	14.40	15.01	15.64	16.31	17.00	17.73				
3	14.97	15.61	16.27	16.96	17.68	18.43				
4	15.57	16.23	16.92	17.64	18.39	19.17				
5	16.19	16.88	17.60	18.35	19.13	19.94				
6	16.84	17.56	18.30	19.08	19.89	20.74				

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	2,399	2,501	2,607	2,718	2,834	2,954				
2	2,495	2,601	2,712	2,827	2,947	3,072				
3	2,595	2,705	2,820	2,940	3,065	3,195				
4	2,699	2,813	2,933	3,058	3,188	3,323				
5	2,807	2,926	3,050	3,180	3,315	3,456				
6	2,919	3,043	3,172	3,307	3,448	3,594				

2010-11 -with 4 Furlough Days - Effective July 1, 2010

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	13.63	14.21	14.81	15.44	16.10	16.78				
2	14.17	14.78	15.40	16.06	16.74	17.45				
3	14.74	15.37	16.02	16.70	17.41	18.15				
4	15.33	15.98	16.66	17.37	18.11	18.88				
5	15.94	16.62	17.33	18.06	18.83	19.63				
6	16.58	17.29	18.02	18.79	19.59	20.42				

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	2,362	2,463	2,567	2,676	2,790	2,909				
2	2,457	2,561	2,670	2,783	2,902	3,025				
3	2,555	2,664	2,777	2,895	3,018	3,146				
4	2,657	2,770	2,888	3,011	3,139	3,272				
5	2,764	2,881	3,003	3,131	3,264	3,403				
6	2,874	2,996	3,124	3,256	3,395	3,539				

Hourly Salary Schedule Decrease Amount

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-0.21	-0.22	-0.23	-0.24	-0.25	-0.26				
2	-0.22	-0.23	-0.24	-0.25	-0.26	-0.27				
3	-0.23	-0.24	-0.25	-0.26	-0.27	-0.28				
4	-0.24	-0.25	-0.26	-0.27	-0.28	-0.29				
5	-0.25	-0.26	-0.27	-0.28	-0.29	-0.31				
6	-0.26	-0.27	-0.28	-0.29	-0.31	-0.32				

Monthly Salary Decrease Amount

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-36.91	-38.48	-40.11	-41.82	-43.60	-45.45				
2	-38.39	-40.02	-41.72	-43.49	-45.34	-47.27				
3	-39.92	-41.62	-43.39	-45.23	-47.15	-49.16				
4	-41.52	-43.28	-45.12	-47.04	-49.04	-51.12				
5	-43.18	-45.02	-46.93	-48.92	-51.00	-53.17				
6	-44.91	-46.82	-48.81	-50.88	-53.04	-55.30				

Hourly Decrease Percent

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
2	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
3	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
4	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
5	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
6	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				

Monthly Decrease Percent

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
2	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
3	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
4	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
5	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				
6	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%	-1.6%				

**Gonzales Unified School District
SEIU Clerical Salary Schedule
2011-2012 & 2012-13 with 2 Furlow Days**

Base Year 2009-10 Salary Schedule

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	13.84	14.43	15.04	15.68	16.35	17.04				
2	14.40	15.01	15.64	16.31	17.00	17.73				
3	14.97	15.61	16.27	16.96	17.68	18.43				
4	15.57	16.23	16.92	17.64	18.39	19.17				
5	16.19	16.88	17.60	18.35	19.13	19.94				
6	16.84	17.56	18.30	19.08	19.89	20.74				

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	2,399	2,501	2,607	2,718	2,834	2,954				
2	2,495	2,601	2,712	2,827	2,947	3,072				
3	2,595	2,705	2,820	2,940	3,065	3,195				
4	2,699	2,813	2,933	3,058	3,188	3,323				
5	2,807	2,926	3,050	3,180	3,315	3,456				
6	2,919	3,043	3,172	3,307	3,448	3,594				

2011-12 & 2012-13 - with 2 Furlough Days - Effective July 1, 2011

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	13.74	14.32	14.93	15.56	16.22	16.91				
2	14.28	14.89	15.52	16.18	16.87	17.59				
3	14.86	15.49	16.15	16.83	17.55	18.29				
4	15.45	16.11	16.79	17.51	18.25	19.02				
5	16.07	16.75	17.46	18.21	18.98	19.79				
6	16.71	17.42	18.16	18.93	19.74	20.58				

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	2,381	2,482	2,587	2,697	2,812	2,931				
2	2,476	2,581	2,691	2,805	2,924	3,049				
3	2,575	2,684	2,799	2,917	3,041	3,171				
4	2,678	2,792	2,910	3,034	3,163	3,298				
5	2,785	2,903	3,027	3,156	3,290	3,429				
6	2,897	3,020	3,148	3,282	3,421	3,567				

Hourly Salary Schedule Decrease Amount

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-0.11	-0.11	-0.12	-0.12	-0.13	-0.13				
2	-0.11	-0.12	-0.12	-0.13	-0.13	-0.14				
3	-0.11	-0.12	-0.12	-0.13	-0.14	-0.14				
4	-0.12	-0.12	-0.13	-0.14	-0.14	-0.15				
5	-0.12	-0.13	-0.14	-0.14	-0.15	-0.15				
6	-0.13	-0.13	-0.14	-0.15	-0.15	-0.16				

Monthly Salary Decrease Amount

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-18.46	-19.24	-20.06	-20.91	-21.80	-22.72				
2	-19.19	-20.01	-20.86	-21.75	-22.67	-23.63				
3	-19.96	-20.81	-21.69	-22.62	-23.58	-24.58				
4	-20.76	-21.64	-22.56	-23.52	-24.52	-25.56				
5	-21.59	-22.51	-23.46	-24.46	-25.50	-26.58				
6	-22.45	-23.41	-24.40	-25.44	-26.52	-27.65				

Hourly Decrease Percent

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
2	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
3	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
4	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
5	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
6	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				

Monthly Decrease Percent

STEP										
RANGE	1	2	3	4	5	6	11yrs	16yrs	21yrs	26yrs
1	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
2	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
3	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
4	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
5	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				
6	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%				

CLERICAL ASSOCIATION, SEIU LOCAL #521

May 14, 2010

**Liz Modena, Superintendent
Gonzales Unified School District**

The Clerical Association Unit met and ratified on Thursday, May 13, 2010. Five of the five members from the Clerical Association agreed and accepted the attached proposal.

We request that GUSDA-SEIU Local #521 be put on the Board Agenda for May 25, 2010 for Board Approval.

Sincerely,



Lupe Kinnear, President

GUSDCA-SEIU Local #521

LOCAL 521



Service Employees
International Union
CTW-CLC

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Fax: 408-954-1538

Phone: 408-678-3398
(Vendors)

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Fax: 661-325-7814

FRESNO

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**SANTA CRUZ/
WATSONVILLE**

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Fax: 831-724-9095
(Watsonville)

**SALINAS/
HOLLISTER**

334 Monterey Street
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Fax: 831-757-1863

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Fax: 831-636-0787
(Hollister)

SAN CARLOS

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**VISALIA/
HANFORD**

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Visalia, CA 93277
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Fax: 559-733-5006
Fax: 559-582-3510
(Hanford)

www.seiu521.org

KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

READ THIS STATEMENT TO MANAGEMENT:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."