AGREEMENT

Between

HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT

and

GENERAL TEAMSTERS, PROFESSIONAL, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL NO. 137

Effective:

July 1, 2023 – June 30, 2024

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AGREEMENT

This is an AGREEMENT, made and entered into, between the HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as District) and GENERAL TEAMSTERS, PROFESSIONAL, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL NO. 137 (hereinafter referred to as Union).

WITNESSETH THAT:

WHEREAS, the parties hereto desire to facilitate peaceful adjustment of differences that may from time-to-time arise between them, to promote harmony and efficiency to the end that the District, Union and general public may benefit therefrom,

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 - Recognition

- 1.1 The District confirms its recognition of the Union as the exclusive representative for that unit of classified employees who hold one of the classifications listed on Appendix A, except temporary and substitute employees. The unit excludes all certificated employees and all other classified employees holding classifications not listed on Appendix A.
- 1.2 This Agreement applies only to District employees included in the above representation unit.

ARTICLE 2 - District Rights

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Further, it is agreed by the parties that District Rights include, by way of illustration and not by way of limitation, the following:
 - a. The full and exclusive control of the management of the District.
 - b. The supervision of all operations, methods, processes and means of performing any and all work.
 - c. The control of the property and the composition, assignments, direction and determination of the size of its working forces.
 - d. The right to determine the work to be done by employees.
 - e. The right to change or introduce new or improved operations, methods, means and facilities.
 - f. The right to hire, schedule, promote, demote, transfer, release and lay off employees.
 - g. The right to suspend, discipline and discharge employees.

- h. The right to otherwise maintain an orderly, effective and efficient operation.
- 2.2 The District's exercise of its powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 It is also agreed and understood that review of grievances related to this Article, pursuant to Article 19, Grievance Procedure, is solely limited to whether or not the District appropriately reserved its right. Specifically excluded from such review of grievances are issues arising out of the exercise by the District of its discretion under this Article, including the facts underlying the exercise of such discretion.

ARTICLE 3 - Union Rights

- 3.1 Union business and activities will be conducted by unit members or union officials outside established work hours as defined and will be conducted in places other than District property, except when:
 - a. An authorized Union representative notifies the Superintendent or designee regarding the specific time, place and type of activity to be conducted.
 - b. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with school programs and/or duties of unit members as defined.
 - c. The Union pays a reasonable fee for expenses related to any unusual wear or damage for the use of facilities.
- 3.2 The Union may use the school mailboxes and bulletin boards spaces designated by the Superintendent, subject to the following conditions:
 - a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union.
 - b. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
- 3.3 The District shall provide the Union one hour during the workday at the beginning of the school year to meet with newly hired members. If the schedule of the workday does not permit such a meeting, the District shall provide one Union representative and all newly hired employees one hour of paid release time to meet. The District and Union shall mutually agree on the date and time of such a meeting.

ARTICLE 4 - Union Security

- 4.1 The District shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in 4.1(a) not exempted by the provisions of 4.1(b) or 4.7, and who individually and voluntarily authorize such deductions in writing.
- 4.2 Deductions shall be made each month, and a check for the total deductions shall be submitted to Local No. 137, General Teamsters, Professional, Health Care and public Employees Local No. 137, 3540 S. Market Street, Redding, California, 96001-3888, within five (5) working days of the date the dues or agency fees are withheld from the employee's check. The District shall notify the Union each month at the time of the dues or agency fees transmittal to the Union of any changes since the previous dues or agency fees transmittal and the reasons therefore.
- 4.3 The form of check-off authorization shall be approved by both the District and the Union.
- 4.4 The District shall provide all new employees with a copy of this Agreement on or before the first day of employment. Except for the Agreement, which shall be furnished by the District, such materials will be furnished to the District by the Union.
- 4.5 The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE, the Teamsters Political Action Fund. DRIVE shall notify the District of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month that the employee earned a wage. The District shall transmit deductions to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's ID number and the amount deducted from that employee's paycheck.

ARTICLE 5 - Employee Evaluation Procedures

- 5.1 Each employee shall be evaluated in writing by their supervisor at least once each year. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations in accordance with Section 5.4 below.
- 5.2 An employee may inspect materials in their own personnel file that may serve as a basis for affecting the employee's status of employment, except materials which:
 - a. were obtained prior to employment;
 - b. were prepared by identifiable examination committee members; or
 - c. were obtained in connection with a promotional examination.
- 5.3 An employee may inspect materials in their own personnel file, except for the above specified items, during the normal business hours of the District Office, at times other than when the employee is required to render service. Such inspection shall take place under the supervision

of a district administrator or designee. An employee's representative, with written authorization, may also inspect an employee's personnel file.

- 5.4 No adverse comments, except the above-specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review the comment thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the District Office and at a time when the employee can be released from duty, as determined by the supervisor. The employee shall not submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment. Written comments from the employee regarding adverse materials are to be submitted for inclusion in the personnel file within ten (10) working days of the initial administrative review.
- 5.5 All material placed in an employee's personnel file shall be dated and signed by the contributor.

ARTICLE 6 - Hours and Overtime

- 6.1 Full-time employment with this representation unit consists of a forty (40) hour workweek rendered in units of eight (8) hour days. The regular workweek shall consist of up to five (5) consecutive workdays for all employees rendering service averaging four (4) hours or more per day during the workweek.
- 6.2 The workday and workweek for all employees shall be established and regularly fixed by the District. Except; however, whenever it becomes necessary for the District to modify either the work day or the work week of any employee, the District shall give the employee as much advance notice as possible, but in any event, not less than ten (10) calendar days. Furthermore, any work schedule modification shall remain in effect for the duration of the need, but in any event, for at least thirty (30) calendar days.
- 6.3 The District retains the right to extend the regular workday or work week of employees when it deems it necessary to carry out the District's business.
- A non-compensated meal period of no less than thirty (30) minutes shall be provided to all employees who render service of at least five (5) hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.
- 6.5 A fifteen-(15) minute compensated rest period shall be provided employees for each three and a half (3.5) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the midpoint of each four-(4) hour period of service.
- 6.6 Overtime compensation shall be provided employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any workweek.
- 6.7 Employees who are required to report for work on their non-workdays, holidays, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual

time worked, but in no event for less than two (2) hours compensation. If an employee who is called out for such work outside of his regular hours on a workday continues to work into his regular hours, he shall be paid overtime compensation only for the actual time worked. If an employee performs overtime work immediately following the end of his regular shift, he shall be paid overtime compensation only for the actual time worked. Extra work of one (1) hour or less may be assigned to any employee in order to avoid overtime. Work in excess of one (1) hour will be assigned to employees in their designated work classification. Unit members assigned by their immediate supervisor to return to work after normal working hours shall receive at least two (2) hours of pay at the appropriate rate. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday.

6.8 Emergency School Closure:

In the event the school is closed on a regularly scheduled school day due to inclement weather or other emergency circumstances, the following provisions shall be observed:

Employees who are excused from work by their immediate supervisor after the commencement of the workday shall be paid for the remainder of the workday at their regular rate of pay.

Employees who are notified of school closure by an announcement via email, robocall, media or other medium prior to commencement of the workday shall:

- a. 12 Month Employees: Employee shall report for work, unless instructed by their supervisor. Should the employee be unable to report to work, the workday may be charged to available Personal Necessity Leave or vacation.
- b. School Day Employees: Employee will be paid for the emergency closure day. The employee must report to work on a make-up day as designated by the District.
- 6.9 For employees who are directed by their immediate supervisor to work overtime, compensation shall be as hereinafter provided. Overtime compensation shall be paid at a rate equivalent to one and one-half times the regular rate of pay, or at the employee's option, the employee may elect to receive time off with pay at the rate of one and one-half hours off for each overtime hour worked.
- 6.10 Employees opting for compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, by June 30th of each year in which the time was earned. If the employee is not permitted to take their earned compensatory time off by June 30th, the employee shall be paid out, by the District, the balance of compensatory time remaining.
- 6.11 The intent of the parties is to provide total compensation of compensatory time off of one and one-half times the regular rate of pay and avoid "pyramiding" of overtime worked. As an illustrative example, and not as an all-inclusive listing, overtime compensated on a daily basis cannot be compounded with hours worked beyond the weekly limit of forty (40).

- 6.12 Specifically excluded from any overtime compensation for work in excess of eight (8) hours in the one (1) day are security patrol, paid recreation classes, and extra duty assignments (volunteer positions).
- 6.13 Prior to hiring new employees for temporary custodial work during school vacation periods, temporary custodial work shall first be offered to bargaining unit employees classified as custodian in the order of their total Custodian seniority. If the most senior Custodian rejects the offer of temporary employment or fails to respond after a genuine effort by the supervisor to offer the assignment, the District may proceed in the same manner with offering the temporary custodial work to the remaining employees on the list in order of their total Custodian seniority.
- 6.14 Field trip assignments to Bus Drivers shall be made in accordance with the following procedures.
 - a. Whenever possible, opportunities for field trip assignments will be posted at least five (5) days in advance of the field trip. Whenever a field trip is approved by the District less than five (5) days in advance of the field trip, it shall be posted as soon as possible and the next available driver will be offered the field trip assignment.
 - b. Field trip assignments will be offered to Bus Drivers on a rotation system basis by use of a list in the order of Bus Driver seniority.
 - c. Bus Drivers will be allowed twenty-four (24) hours to accept or reject a field trip assignment prior to the field trip being offered to the next Bus Driver on the field trip assignment rotation list.
 - d. Whenever a Bus Driver rejects a field trip assignment, the Bus Driver will not be offered another field trip assignment until all other Bus Drivers have been offered a field trip assignment in the order of the rotation list.
 - e. If a field trip assignment is made and the trip is subsequently canceled, or if a Bus Driver waives the opportunity for a field trip at the request or for the convenience of the District, the employee's position on the field trip assignment rotation list will remain unchanged.
 - f. After a Bus Driver has been assigned to make a field trip, the Bus Driver may not be reassigned without the employee approval and retention of the same relative position on the field trip assignment rotation list.
 - g. For field trips within twenty (20) miles of the school and beginning between 2:30 p.m. and 4:00 p.m. while Bus Drivers are on their regular school-to-home bus trips, the District may assign a non-bargaining unit employee to transport the students to the other site. The students will then be transported back to the District's school or student's home by a Bus Driver after the completion of the Bus Driver's regular school-to-home bus trip. Field trip assignments to non-unit employees shall not result in any loss of pay to a regular Bus Driver.

ARTICLE 7 - Compensation

7.1 Wages

- 7.1(a) Employees covered by this Agreement shall be paid wages as provided in the attached Appendix A. This Agreement also solidifies a "Me Too" clause for all future negotiations related to agreements made with other bargaining units of the District equated to the equivalent percentage of the ratified agreement.
- 7.1(b) In placing a new employee, credit for comparable experience prior to employment by the District will be recognized on a year for year basis and placed on the equivalent step according to years of experience, up to a maximum of six (6) years or a higher step by mutual agreement by the District and the Union.

7.2 <u>Insurance</u>

7.2(a) District CAP – Effective January 1, 2024, unit members shall be eligible to receive a maximum annual District insurance premium contribution based on level of coverage chosen as defined in the Tiered Cap table below. The difference between the actual cost of the insurance premium and the tiered cap shall be borne by the employee by payroll deduction.

EE Only	\$716.18
EE + Spouse	\$1075.18
EE + Child(ren)	\$1047.18
EE + Family	\$1229.18

In the event an employee is covered by health insurance elsewhere and chooses to opt out of health insurance, they will receive a per month in-lieu stipend, effective January 1, 2024, per the table below.

Employee Plan	Employer Contribution	In-Lieu	
		12 Month EE	11 Month EE
No plan	\$0	\$200 / month	\$218.18 / month
Dental/Vision coverage only			
Single	\$99 / month	\$200 / month	\$218.18 / month
Employee & Child	\$159 / month	\$140 / month	\$152.73 / month
Employee & Spouse	\$167 / month	\$132 / month	\$144.00 / month
Family	\$222 / month	\$77 / month	\$84.00 / month

7.2(b) Pro-Ration CAP - The above insurance benefits or in-lieu stipend may be prorated for part-time employees hired by the District after July 1, 2006, except those employees regularly assigned to work less than six (6) hours per day shall not be eligible for any benefit contribution or coverage. The District/employee portion of the premium

will be based on the employee's FTE. The balance of the benefit costs shall be withheld from the employees' paycheck. For the purposes of this section, it is agreed and understood that any employee in a position of less than six (6) hours per day at the time of ratification of this Agreement, will, upon attainment of six (6) hours or more per day, have their benefits pro-rated as described above. All employees receiving District payment for benefits at the time of ratification of this Agreement shall continue to receive payment of benefits as long as they continue to work at least six (6) hours per day.

7.2(c) Health–Plan - The District agrees to provide medical, dental, prescription drug, vision and life insurance benefits through Northern California General Teamsters Security Fund's Plan E Plus, which is a High Deductible Plan (HDHP) with an accompanying H.S.A or Select 500 Plan. These plans have an annual open enrollment allowing employees to "opt in" and "opt out" or change tier levels with a "qualifying event."

Non-bargaining unit employees will not participate in any plan under this trust or the retiree trust.

- 7.2(c)(1) Payroll deductions will be based on annual costs with monthly deductions for each employee calculated based on the number of payroll checks to be received by the employee (11 or 12 checks).
- 7.2(c)(2) IRS Reporting The District will report H.S.A. contributions on year end W-2 statements issued to employees as required by IRS regulations and will evaluate classification and reporting of future employee deductions for costs in excess of the District CAP contribution as premiums or H.S.A. contributions as prescribed by IRS regulations.
- 7.2(c)(3) Employees must notify the District of their intent to participate in additional voluntary contributions to their H.S.A. account via payroll deductions at least 30 days prior to the commencement of such deductions utilizing the prescribed enrollment form.
- 7.2(c)(4) Section 7.2(c)1 through 3 may be modified at any time by mutual agreement between the Union and the District and will be evaluated in November of each year.
- 7.2(c)(5) Eligibility for coverage and pro-ration of premium contained in Article 7.2(b), 7 and 7.2(e) shall remain unchanged, as well as 7.2(f) Retiree Medical Insurance Contributions.
- 7.2(d) All sick leave, holidays, vacation, bereavement leave, personal leave, jury duty and other compensable hours will be counted as hours worked for the purpose of health and welfare eligibility.
- 7.2(e) All 11/12 month benefited employees will receive 12-months of District paid CAP, based on any pro-rated employee payment in 7.2(b) above.

- 7.2(f) Retiree Medical Insurance Contributions: Effective 7/1/2020, employees who retire from the District, under the Public Employees Retirement System, with a minimum of ten (10) years of District service, shall be eligible to receive a District contribution towards their retiree insurance premiums. Such contribution shall be made for each eligible employee who elects to participate in the above plan. Employees who elect to avail themselves of such health insurance coverage will receive a retirement contribution through age 64 as follows:
 - 1) Retirement age 60-62, \$150 per month.
 - 2) Retirement age 63-64, \$190 per month.

The amount allocated becomes the fixed amount until age 65.

- 7.3 An employee who is authorized in advance by the supervisor to use a personal automobile in the performance of duties shall be reimbursed at the federal reimbursement rate per mile. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures.
- 7.4 Employees shall be eligible to receive longevity compensation of 3% increments on base salary upon completion of 10, 14, 18, 22, and 25 years of service, subject to eligibility provisions outlined in Article 7.5.
- 7.5 <u>Salary Step Advancement</u>: Salary Step Advancement shall be as follows:

The anniversary date for purposes of step increases for classified employees hired prior to July 1, 2007 will move back to July 1, of the fiscal year in which they were hired or last promoted or reclassified.

The anniversary date for purposes of step increases for employees hired after July 1, 2007 will be July 1 of the fiscal year in which they were hired if they were hired between July 1 and January 31. For employees hired between February 1 and June 30, their anniversary date will be July 1 of the following fiscal year.

The anniversary date for purposes of step increases for employees promoted to another position will be the same as for new employees. If the promotion occurred between July 1 and January 31, the anniversary date will be July 1 of the fiscal year the promotion occurred and July 1 of the following year for promotions occurring between February 1 and June 30.

The anniversary dates for purposes of longevity and vacation accruals for employees hired before July 1, 2007 will move back to July 1 of the fiscal year in which they were hired.

The anniversary dates for purposes of longevity and vacation accruals for employees hired after July 1, 2007 will be July 1 of the fiscal year in which they were hired if they were hired between July 1 and January 31; and July 1 of the following fiscal year for employees hired between February 1, and June 30.

The anniversary date for purposes of longevity and vacation for employees promoted or reclassified to another position shall follow their original date of hire and remain the same July as determined above.

- 7.6 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may; however, be paid a wage rate above the lowest wage rate if circumstances justify it. When an employee is appointed to a classification that has a wage range overlapping the wage rate of his previous classification, he shall be paid at the wage rate of the classification to which he is being appointed which is next higher to his present wage rate, but not more than the top wage rate of the classification to which he is appointed. Employees will be granted longevity based on the original date of hire, or re-hire if a break in service occurs, regardless of the bargaining unit classification of the position held, subject to the longevity provisions of that bargaining unit.
- 7.7 Employees who are assigned to work in more than one classification with different salary ranges shall receive compensation based upon the amount of time worked in each classification.
- 7.8 A classified employee who is promoted to a classification in a higher salary range shall be placed on the salary step of the new salary range, which represents a salary increase. The anniversary dates and salary step advancement shall be as specified in 7.5.

ARTICLE 8 - Holidays

8.1 The following shall be the holiday schedule for employees:

a.	July 4	Independence Day		
b.	First Monday in September	Labor Day		
c.	September 9	Admission Day (the District may designate an alternative holiday. District has designated this as the Wednesday before Thanksgiving)		
d.	November 11	Veterans' Day		
e.	Last Thursday in November, and the day following	Thanksgiving Holidays		
f.	December 25 and the workday preceding	Christmas Holidays		
g.	January 1	New Year's Day		
ĥ.	Third Monday in January	Martin Luther King Day		
i.	February 12	Lincoln's Day		
j.	Third Monday in February	Washington's Day		
k.	Last Monday in May	Memorial Day		
1.	June 19 th	Juneteenth		
m.	Any other day appointed by the President or the Governor of this			

State, pursuant to Section 37220 of the California Education Code, for a public fast, thanksgiving or holiday.

8.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for the above specific Christmas and New Year holidays, provided

that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding holiday period.

- 8.3 If a day other than September 9 (Admission Day) is designated as a holiday, an employee will be entitled to the alternative paid holiday, if they were in paid status during any portion of the working day preceding or succeeding the alternative day. The District has designated the Wednesday before Thanksgiving as the alternate paid holiday.
- 8.4 When one of the above holidays falls on Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

ARTICLE 9 - Vacation

- 9.1 Regular and probationary employees of the District, who are active employees as of 6/1/2021, and newly hired employees who work 240 or more days per year shall accrue vacations with pay as follows:
 - 9.1(a) At the rate of thirty-nine thousandths (.039) of an hour for each regular hour worked, or on paid leave, from the date of employment through the fifth full year of employment. (Accrual rate approximately two weeks per year through five years of service for full-time employees).
 - 9.1(b) At the rate of fifty-eight thousandths (.058) of an hour for each regular hour worked, or on paid leave, from the fifth (5th) Anniversary date through the tenth (10th) year of employment. (Accrual rate approximately three weeks per year after five years of service for full-time employees).
 - 9.1(c) At the rate of seventy-seven thousandths (.077) of an hour on each regular hour worked, or on paid leave, from and after the tenth (10th) Anniversary date. (Accrual rate approximately four weeks per year after ten years of service for full-time employees).
 - 9.1(d) Employees hired after 6/1/2021 shall earn vacation on an hourly basis in accordance with the vacation accrual schedule above. The vacation factor will be paid monthly based on the employee's base hours/wages.
- 9.2 Upon separation from service, an employee shall be entitled to a lump sum compensation for all earned and unused vacation. Employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.
- 9.3 If a holiday which an employee is entitled to have off with pay occurs on a workday during an employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.
- 9.4 Accrued vacation may be taken only upon approval of the Superintendent and is strongly discouraged during student attendance days. If the employee is not permitted to take the full accrued vacation, five (5) days may be carried forward to the next year (upon request of the employee) and the balance will be paid for in cash in November each year.

9.5 The District will not require an employee to take vacation in lieu of sick leave, bereavement leave or leave of absence when entitled to such benefits.

ARTICLE 10 - Bereavement Leave

- 10.1 An employee shall be entitled to a maximum of five (5) day's leave of absence without loss of salary for the death of any member of the immediate family.
- 10.2 "Member of the immediate family" is defined as: mother, stepmother, father, stepfather, grandmother, grandfather, aunt, uncle, or a grandchild of the employee or of the employee's spouse, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 10.3 The employee shall contact the immediate supervisor in advance of taking bereavement leave, whenever possible. Upon return to work, the employee shall complete the District Certificate of Absence form.

ARTICLE 11 - Jury Duty

- 11.1 An employee who is summoned for jury duty, other than grand jury duty, and is therefore unable to report for work, will be paid for the time lost at the regular rate of pay, provided, however, that the employee shall pay over to the District any amount received from the court with the exception of mileage, parking or meal expense reimbursements. Upon release from jury duty prior to the end of an employee's work shift, the employee shall return to work.
- 11.2 Proper prior notification shall be given to the immediate supervisor and the District Certificate of Absence form shall be completed by the employee upon return to duty.

ARTICLE 12 - Sick Leave

- 12.1 Sick leave with pay shall be accumulated for each employee at the rate of forty-six thousandths (.046) of an hour for each hour in paid status, excluding overtime.
- 12.2 Sick leave shall be allowed for a non-work-related absence, including the illness of a member of the immediate family (as defined in 10.2) which requires the personal presence of the employee, due to: the inability of an employee to be present or perform work duties because of personal illness, off duty injury, or confinement for medical treatment.
- 12.3 Employees may accumulate unused sick leave without limitation.
- 12.4 The District may require a doctor's verification following an absence due to illness or injury as a condition of payment of sick leave which exceeds three (3) consecutive workdays or more than three (3) absences in any school year which coincides with a holiday, weekend or vacation.

- 12.5 Employees shall notify their immediate supervisor or designee as soon as reasonably possible in advance of taking any sick leave and in advance of return to work after sick leave, pursuant to District policies and procedures. Unless there are extenuating circumstances, such notice will be at least one (1) hour before the employee's regular shift begins.
- 12.6 Employee's planning an extended leave of absence due to illness, injury or surgery shall notify District Human Resources at least 30 days in advance, or as soon as possible, prior to their first day of leave. Employees returning to work from sick leave after surgery or serious illness must provide a doctor's release certifying medical permission to return to work.
- 12.7 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 12.8 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid any substitute employee employed to fill the position during the absence.
- 12.9 Employees may convert unused sick leave accrued at the time of retirement to retirement credit in accordance with Education Code at the time the employees file for retirement.
- 12.10 State Disability Insurance benefits may, at the employees' discretion, be integrated with vacation, compensation time and sick leave.

ARTICLE 13 - Industrial Accidents and Illness Leave

- 13.1 Employees who have completed six (6) months of continuous active District service shall be eligible for leave of absence because of work-related accident or illness which the District's Workers' Compensation claims administrator considers a valid claim. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident, and shall commence the first (1st) day of absence.
- 13.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 13.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the Worker's Compensation temporary disability indemnity, will result in payment to them of not more than their full salary.
- 13.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 13.5 Industrial Illness and Accident Leave is to be used in lieu of sick leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. An employee shall be entitled to utilize only so much of their accumulated sick leave

and vacation leave which, when added to temporary disability indemnity, will result in a payment to the employee of no more than a full day's wage or salary. The District, in turn, shall issue the appropriate salary warrants for payment of salary, and shall deduct normal retirement and other authorized deductions.

- 13.6 Unless travel outside of California is authorized by the Governing Board, employees receiving benefits under the policy during period of illness or injury shall remain in the State of California.
- 13.7 The District may require a written statement from a physician verifying an employee's absence under this leave and ability to return to work.

ARTICLE 14 - Personal Necessity Leave

- 14.1 Employees may use a maximum of seven (7) days of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:
 - a. Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
 - b. Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
 - c. Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - d. Service as a member of the County Grand Jury.
- 14.2 "Member of the Immediate Family" shall be defined as in the Bereavement Leave provisions of this Agreement.
- 14.3 The employee must follow District procedures for absence request and reporting.
- 14.4 Four (4) days of the seven (7) personal necessity per school year will be allowed at the declaration of the employee with no declaration of reason, except however, that such days shall only be used for emergencies or important personal business and shall be limited to serious circumstances which the employee cannot reasonably disregard, and which cannot be scheduled outside the employee's normal work hours. Such days shall not be used for vacation or recreational purposes. Personal necessity leave under this clause will be limited to one person per department per day. Whenever possible, the employee shall notify their supervisor as far in advance as possible.

ARTICLE 15 - Pregnancy Disability Leave

Any employee may utilize their accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of sick leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician; provided that such verification clearly demonstrates to the District that such leave is for disability and is not just for purpose of child care for any purpose other than pregnancy related disability.

Such pregnancy disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

ARTICLE 16 - Family Care Leave

The District shall provide Family Care Leave pursuant to applicable Federal and State law.

ARTICLE 17 - Other Leave without Pay

- 17.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. Leaves up to ten (10) working days may be approved by the Superintendent. Requests for leave of greater than ten do (10) days may be approved by the Governing Board.
- 17.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.
- 17.3 One full day's pay shall be deducted from the employee's salary and benefits for each day of leave taken.

ARTICLE 18 - Transfer & Vacancy Procedures

- 18.1 A "transfer" is defined as a change of job location within classification.
- 18.2 Employees may at any time submit to the District Office a written request for transfer within their current classification to another work location or division within the District. Such requests for transfer shall be on the appropriate District form.
- 18.3 The District shall post in each major work location transfer opportunities for vacancies in the representation unit. Employees may submit to the District Office a written request on the appropriate District form for transfer within their current classification to another work location or division with the District.
- 18.4 The District reserves the right to transfer employees and to exercise discretion in considering requests of employees for transfer. All such transfer decisions by the District shall not be subject to the grievance procedure.
- 18.5 The District shall post at a designated work place a list of all vacancies, as well as furnish the Union a listing of all vacancies that occur. The notice shall be given to the Union within ten (10) workdays. Any outside postings shall be within the same time period, or later, as the inhouse postings.
- 18.6 A closing date, which is at least ten (10) days following the posting date, will be posted. No vacant position shall be filled until after the closing date.
- 18.7 Job descriptions will be posted, including the salary range, hours and requirements. Minimum qualifications necessary to meet the requirements of the position will also be posted.

18.7(a) The District shall inform all employees submitting requests for consideration for a vacancy of the disposition of their request. If any employee's request to fill a vacancy is not granted, the employee shall be entitled to meeting with the Superintendent or designee to discuss reasons why the request was not granted.

18.7(b) During non-school attendance days unit members will be notified of posted vacancies that occur if they've filed a written request annually with the Superintendent's Office.

Temporary positions do not need to be posted.

ARTICLE 19 - Grievance Procedure

- 19.1 Any grievance which may arise between an employee and the District with respect to the interpretation or application of any of the terms of this Agreement shall be determined by the provisions of this Article.
- 19.2 <u>Step One</u>: The initial step in the adjustment of a grievance shall be a discussion between the Grievant or his representative and the immediate supervisor directly involved, who will answer within ten (10) calendar days. The step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant became aware of the incident that is the basis for the grievance.
- 19.3 <u>Step Two</u>: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance, in writing, by either the Grievant or his representative to the District Superintendent, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, and the specific remedy sought.
- 19.4 <u>Step Three</u>: If a grievance is not resolved in the second step, the third step shall be referred by the Grievant or the Grievants representative to mediation within twenty (20) calendar days of the answer in Step Two. Whenever a grievance is referred to mediation, either party may request that the California State Medication and Conciliation Service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the Mediator has released the parties from the mediation process.
- 19.5 <u>Step Four</u>: If a grievance is not resolved in the third step, the fourth step shall be referral by either the Grievant or the District to arbitration. Referral by the Grievant shall only be with approval of the Union. The fourth step shall be taken within twenty (20) calendar days of the answer in Step Three.
 - 19.5(a) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the Grievant are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and

Conciliation Service to nominate five (5) persons to be the Arbitrator. The District and the employee each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and his compensation and expenses shall be borne equally by the District and the Grievant. The District and the Grievant shall pay the compensation and expenses of their respective appointees and witnesses. At Grievants request and expense, District shall release employees from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.

- 19.5(b) The Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the District, the Union, and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.
- 19.6 Failure by the Grievant to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by written mutual agreement.
- 19.7 Any employee may present grievances in accordance with this Article without the intervention of the Union, so long as the adjustment is not inconsistent with the terms and conditions of this Agreement.
- 19.8 A Grievant shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements or directives, pending the final decision of the grievance.
- 19.9 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

ARTICLE 20 - Safety Conditions of Employment

- 20.1 It is the responsibility of each employee to report unsafe conditions to the immediate supervisor. Such reports shall be in writing.
- 20.2 The District shall prepare and post rules for employee safety, and the prevention of onthe-job accidents. Such rules shall provide regulations and precautions for the safety of employees in the performance of their duties.

ARTICLE 21 - Demotion and Layoff

21.1 Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee has permanence voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

- 21.2 When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year, and employees will be subject to a layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than thirty (30) days prior to the effective date of their layoff.
- 21.3 When, as a result of a bona fide reduction or elimination of service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than thirty (30) days prior to the effective date of layoff and informed of their displacement rights, if any, and re-employment rights.
- 21.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by the aforementioned sections.
- 21.5 Prior to any final layoff notices being sent to those employees who have been employed the shortest time based on date of hire within the class*, the District shall notify the more senior employees whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of notice:
 - 1. Select a vacant position or hours in the same class; or
 - 2. Select a remaining position or hours to be vacated by the least senior employee in the class; or
 - 3. Select a vacant position or hours in a different class in which the employee had previously had successfully completed the probationary period; or
 - 4. Select a vacated position or hours in a different class in which the employee previously had successfully completed the probationary period;
 - 5. Accepts reduced hours (if any) in the current classification in lieu of layoff; or
 - 6. Elect to be laid off.
- 21.6 In the event of a layoff, the order of layoff within the class* shall be determined by the date of hire. The employee with the most recent date of hire in that class* plus higher classes* shall be laid off first. "Length of Service" is defined by date of hire.
- 21.7 In the case of two (2) or more employees having identical seniority, the seniority shall be determined by lot.
- 21.8 Prior to any layoff, the District shall post a seniority list of affected employees. The District shall also provide the Union with a copy of the seniority list annually upon request.
- 21.9 Employees who are laid off shall be eligible to continue to receive District insurance benefits for a period of one (1) full calendar month from the date of layoff, subject to the approval of the insurance carriers.

- 21.10 Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the period of thirty-nine (39) months.
- 21.11 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for the appointment to the class shall still apply. The Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis.
- 21.12 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employees, returned to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time.
- 21.13 Offers of re-employment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of employment. It is the responsibility of each employee on a re-employment list to file with the District Office a current mailing address.
- 21.14 Refusal of three (3) offers of re-employment to the class from which laid off shall cause removal from the list and the loss of any re-employment rights. However, declining an offer of re-employment of fewer hours of employment held at time of layoff shall not constitute a refusal of employment.
- 21.15 An employee who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance at the date of layoff reinstated.
- 21.16 Upon re-employment in the class from that laid off, an employee shall be placed on the former step of the salary range. Notwithstanding the provisions of Appendix "A" of this Agreement, the employee shall be eligible for advancement to the next step of the salary schedule consistent with contract language related to the step advancement.
- 21.17 Notwithstanding any other provision of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee request for reinstatement from retirement.

- 21.18 Notwithstanding any other provisions of law, any person may be permitted by the District to perform the duties specified in Section 44814 of the Education Code or to serve as a non-teaching volunteer aide under the immediate supervision and direction of the certificated personnel of the District to perform non-instructional work which serves to assist such certificated personnel in performance of teaching and administrative responsibilities. Such a non-teaching volunteer aide shall not be an employee of the District and shall service without compensation of any type or other benefits accorded to employees of the District, except as provided in Section 35212 of the Education Code and Section 3364.5 of the Labor Code. The District may not abolish any of its classified employees who are laid off as a result of the abolition of a position; nor may the District refuse to employ a person in a vacant classified position and use volunteer aides in lieu thereof. It is the intent to permit the District to use volunteer aides to enhance its education program but not to permit displacement of classified employees, nor to allow the District to utilize volunteers in lieu of normal employee requirements.
- 21.19 In the event that the matter of layoffs is held by a court of competent jurisdiction to be outside of the lawful scope of representation of the Educational Employment Relations Act, this article shall become null, void and severed from this Agreement, but all other provisions will continue in full force and effect.

DEFINITION OF CLASS

	Food Services	Transportation/	Technical/	<u>Clerical</u>
		<u>Maintenance</u>	<u>Aides</u>	
		<u>Operations</u>		
Class I	*Head Cook	*Mechanic/Driver	*Computer Tech	*Secretary II
	*Cooks	Maintenance		
	*Assistant Cook	*Utility/Bus Driver		
	*Cafeteria	*Lead Bus Driver		
	Assistant	*Bus Driver		
Class II		*Maintenance	*Aides/Tutor	*Accounting/Payroll
	*Cafeteria Cashier	*Custodian	*Special Ed Aides	Technician
			1	*Clerk
Class III			*PE Aide	
				*Library/Media
				Specialist
Class IV				•
				*Gear Up
				Coordinator

ARTICLE 22 - Employee Discipline

22.1 The probationary period of all employees shall be six (6) months of actual service, which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay, pursuant to the requirements and authority of Section 45191 of the

Education Code. During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing with respect thereto. Upon completion of the probationary period by any employee, such employee is hereby designated as a permanent status employee who shall be subject to disciplinary action only for cause as prescribed herein.

- 22.2 The District has the right to take appropriate disciplinary action against permanent status employees including, but not limited to, oral reprimand, written reprimand, suspension with pay, suspension without pay, retention on the same step of the salary schedule, demotion, and discharge. The District will follow progressive disciplinary procedures.
- 22.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than one (1) year preceding the date of the filing of the Notice of Disciplinary Action, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the District. Causes for disciplinary action include, but are not limited to, the following:
 - a. Failure or inability to perform duties and responsibilities assigned to an employee's position.
 - b. Insubordination (including, but not limited to, refusal to do assigned work, or refusal to follow directives of the Superintendent or the employee's supervisor).
 - c. Carelessness or negligence in the use of public property or equipment.
 - d. Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public.
 - e. Dishonesty.
 - f. Drinking alcoholic beverages on the job or reporting for work while under the influence of intoxicating liquor.
 - g. Addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Sections 44011 and 44009.
 - h. Conviction of any crime involving moral turpitude; conviction of a felony or of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the position. A plea of guilty or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.
 - i. Arrest or any violation for a sex offense as defined in Education Code Sections 44010 and 44009.
 - j. Repeated and unexcused absence or tardiness.
 - k. Abuse of leave provisions.
 - 1. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records or any other office records.
 - m. Violation or refusal to obey rules or regulations of the District or laws of the State.
 - n. Abandonment of position.
 - o. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means, or known membership in the Communist Party.

- p. Failure to possess or keep in effect any license, certificate, or similar requirements specified in the employee's classification specification or otherwise necessary for the employee to perform the duties of the position.
- q. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- r. Physical or mental disability which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees.
- 22.4 Prior to the imposition of discipline of a permanent status employee other than an oral or written reprimand or a suspension of five (5) or fewer days without pay, the District shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee.
- 22.5 The employee shall have the right to representation, and to respond either orally or in writing within a reasonable time to the Superintendent or the Superintendent's designee. The Superintendent or designee shall consider the employee's response and recommend within five (5) workdays that the proposed disciplinary action either be taken or not taken.
- 22.6 If the Superintendent decides to impose discipline, the Superintendent shall, by personal service or certified mail, deliver to the employee notice of the specific charges. The notice shall contain a statement of the rights to a hearing on such charges, and the right of representation. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.
- 22.7 In the event that the employee does so appeal, the Superintendent shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

ARTICLE 23 - Savings Provision

23.1 If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24 - Effect of Agreement

24.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent of a conflict, 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 25 - Emergency Provision

25.1 The District retains its right to amend, modify or rescind policies, regulations and practices referred to in this Agreement in cases of emergency. For the purposes of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster, or other serious occurrences which interfere with the normal operations of the District.

ARTICLE 26 - Concerted Activities

- 26.1 It is agreed and understood that there will be no strike work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 26.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 26.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 26.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Union.

ARTICLE 27 - Entire Agreement

27.1 Except as specifically provided in Article 28 (Term), during the term of this Agreement, the Union expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 28 - Term

28.1 This Agreement, having taken effect as of July 1, 2023 shall continue in full force and effect through the thirtieth day of June 2024 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter. Notwithstanding the foregoing, however, either party may, by giving written notification to the other ninety (90) days

26.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Union.

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- 28.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

Happy Valley Union Elementary School District

16300 Cloverdale Road Anderson, CA 96007

District Representative

General Teamsters Local No. 137

3540 S. Market Street Redding, CA 96001

Heather McFall, Business Agent

District Representative Title

Signed this / day of Recentre 2023.

HAPPY VALLEY UNION ELEMENTARY SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE

Effective: 7/1/2023 (Updated Secretary Salary Range & Longevity)

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	16.40	16.89	17.40	17.92	18.46	19.01	19.58
2	16.73	17.23	17.75	18.28	18.83	19.39	19.97
3	17.07	17.57	18.10	18.65	19.21	19.79	20.38
4	17.41	17.92	18.46	19.02	19.59	20.17	20.78
5	17.76	18.28	18.83	19.41	19.98	20.58	21.20
6	18.11	18.65	19.21	19.80	20.38	20.99	21.62
7	18.47	19.02	19.59	20.19	20.79	21.41	22.05
8	18.84	19.41	19.98	20.59	21.21	21.85	22.50
9	19.22	19.80	20.38	21.00	21.63	22.28	22.94
10	19.98	20.58	21.20	21.84	22.50	23.16	23.85
11	20.79	21.41	22.05	22.71	23.39	24.09	24.81
12	21.61	22.26	22.94	23.62	24.33	25.06	25.81
13	22.48	23.15	23.84	24.57	25.30	26.06	26.84
14	23.38	24.08	24.80	25.55	26.31	27.10	27.91
15	24.31	25.05	25.79	26.57	27.37	28.19	29.03
16	25.29	26.05	26.82	27.63	28.46	29.31	30.19

CLERICAL	RANGE	MAINT/OPERATIONS	RANGE
Clerk	2	Custodian	5
Community Liaison	10	Custodian/Maint	8
Library Media	4	Mechanic/Maint/Driver	15
Secretary I (1 Grandfathered)	14		
School Secretary	12	TRANSPORTATION	
,		Bus Driver	8
INSTRUCTIONAL		Lead Bus Driver	10
Yard Duty Aide	1		
Instructional Aide	2	FOOD SERVICE	
Special Ed Aide	3	Café Assistant	1
Behavior Tech	4	Asst. Cook	3
PE Aide	2	Cook	6

VACATION FACTOR				
**For all staff hir	ed 6/1/2021 and beyond			
YRS Add'l % added to hourly rate				
0-4	3.90%			
5-9	5.80%			
10+	7.70%			

Employees shall be eligible to receive longevity compensation of 3% increments on base salary upon completion of 10, 14, 18, 22 and 25 years of service.

Board Approved: 12/13/23

Appendix B

Benefitted Positions

Position
CLERICAL
Clerk
Community Liaison
Library Media
Secretary

INSTRUCTIONAL Yard Duty Aide Instructional Aide Special Ed Aide Behavior Tech PE Aide

MAINTENANCE/OPERATIONS Custodian Custodian/Maintenance Mechanic/Maintenance/Bus Driver

TRANSPORATION Lead Bus Driver Bus Driver

FOOD SERVICE Café Assistant Asst. Cook Cook