AGREEMENT

Between the

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 221

And the

GROSSMONT UNION HIGH SCHOOL DISTRICT

Bargaining Unit III

July 1, 2018 - June 30, 2021
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ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees employed at its various locations in accordance with the certification issued by the Education Employment Relations Board on the third day of December, 1976, in Case No. LA-R-521, pursuant to an EERB-conducted secret ballot election.

Section 2. Included in the Custodial/Grounds Unit are the following job classes:

   Head Custodian
   Senior Custodian
   Custodian
   Custodian – Small Facility
   Custodian/Groundskeeper
   Groundskeeper
   Grounds Leadworker
   Campus Utilityworker

Section 3. Excluded are all other employees including management, supervisory, and confidential, with the exception of Section 4 of this article.

Section 4. Newly created classifications involving activities generally included in this bargaining unit shall be assigned to the unit. Disputes between the parties on such unit assignments may be submitted to the Public Employment Relations Board for final determination.

Section 5. a) "Employer" or "District" throughout this Agreement shall mean the Grossmont Union High School District. b) "Union" throughout this Agreement shall mean SEIU, Local #221.
ARTICLE 2 - DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational opportunities for students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline any and all employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited 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 the law.

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as any act of God.
ARTICLE 3 - UNION RIGHTS

Section 1. Union Business

All Union business, discussions, and activities will be conducted by unit members or Union officials outside established work hours and will be conducted in places other than District property, except when:

a. An authorized Union representative notifies the District twenty-four (24) hours in advance of the need to conference with a unit member. The District may waive the twenty-four (24) hours advance notification requirement due to special circumstances and needs.

b. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the right of employees to refrain from listening to or speaking with a Union representative.

The District agrees to recognize Union stewards duly appointed by the Union and authorized to receive complaints and conduct business on behalf of the organization. The Union shall notify the District of the names and assignments of designated union stewards.

Union staff members or duly-appointed stewards of the Union shall be granted access to unit members' work sites for the purpose of assisting in the processing of grievances and other Union business, provided prior notification is given to the appropriate school/department official regarding the time and place of the meeting. Such meetings shall not, in the judgment of the school/department official, interfere with school programs and/or the integrity of any unit member's workday.

A combined maximum of forty (40) hours District wide shall be granted to the unit each fiscal year as release time for the stewards to assist in the processing of grievances, representation of employees, and other Union business. This forty (40) hour District-wide maximum shall not apply to official meeting and negotiating sessions as described in Section 3, or to release time to attend important organizational activities as described in Section 3; specifically, this forty (40) hour District-wide maximum will not contravene or supersede Union rights afforded under the Educational Employment Relations Act. Requests for release time under this section must be presented to the site supervisor of the steward at least twenty-four (24) hours prior to the intended absence from duty.
Section 2. Posting/Distribution Procedures

The Union may use bulletin boards and school mailboxes as designated at each work site and subject to the following conditions:

a. Postings for bulletin boards or school mailboxes must contain the date of posting and the identification of the organization.

b. A copy of all material to be posted or distributed through District mail shall be delivered to the Superintendent or designee(s) at least twenty-four (24) hours prior to the actual placement of the posting on bulletin boards.

c. No Union official or steward shall post or distribute any information which is derogatory or defamatory of the District or its personnel.

Section 3. Release Time

During the life of the Agreement, the unit shall receive a reasonable amount of release time to enable up to six (6) Union representatives to participate in official meeting and negotiating sessions. The Union may appoint alternate representatives who may participate in meeting and negotiating sessions during the absence of regular appointees.

Generally, unit members will be expected to report to assigned duties on the days that the District and SEIU negotiate. Reasonable and necessary travel time and up to one (1) hour of preparation/debrief time may be included as release time. However, a unit member who serves on the negotiating team shall only be required to work their full shift hours including the time spent during negotiations. Unit members who do not receive a night shift differential shall be entitled to receive flex time at an “hour for hour” rate for any time spent in negotiations that extend beyond their daily shift. The District shall grant paid release time, not to exceed a Districtwide total of five (5) days, for Union-appointed delegates to attend training sessions and/or the annual convention of the Union. The Union shall provide the names of delegates to the Classified Personnel Department at least thirty (30) calendar days prior to the date(s) of intended absence.

Section 4. Printing/Distribution of Agreement

The District shall assume the cost of printing the collective bargaining Agreement. Copies of the Agreement shall be provided to the Union for distribution to Union members. The District
shall distribute copies of the Agreement to agency fee payers and all newly hired unit members.

**Section 5. Dues**

Requests to authorize dues/other deductions shall be directed to the Union rather than the employer. Requests to revoke or change the authorization shall also be directed to the Union rather than the employer. The employer shall rely on the Union's representations in a certified list submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.

Deductions shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify the employer for any claim made regarding such deductions.

The employer shall include in the New Hire packet that is presented to new employees a copy of the Union's membership/COPE authorization card. The employer will instruct the employees to return the signed card directly to the Union. However, if the employee nevertheless returns the signed card to the employer, the employer shall promptly forward it to the Union for processing.
ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1. Purpose

The grievance procedure is intended to enhance personal communications between employees and supervisors. Useful and necessary private meetings between District supervisors and the employees they supervise are encouraged. It is the intent of the parties to employ this grievance procedure after other means to satisfactorily solve contractual problems have been unproductive. The employer, the Union, and unit members pledge their continuing efforts to secure prompt disposition of complaints that can be and should be resolved in informal discussion.

Section 2. General Provision

The Union shall have the right to enforce the Agreement through the grievance procedure. The District retains its right to lawfully make policy and procedure pursuant to Article 2, District Rights, provided such policies and procedures do not conflict with this Agreement.

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

The parties in interest agree to make available to each other all pertinent, nonconfidential information not privileged under law or District policies in their possession or control, or which is relevant to the issues raised by the grievant(s). Copies of all nonconfidential written opinions and decisions shall be made available to the grievant(s).

No grievance shall be valid unless it shall have been presented in writing on the approved form at the appropriate level within twenty-one (21) days after the aggrieved reasonably should have known of the act or omission and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered as waived. A decision rendered at any level shall be considered final unless an appeal is registered within a time limit specified; if a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level. No party in interest shall take reprisals against any member of the unit, party in interest, Union representatives, management persons, or any other participant in a grievance procedure by reason of such participation.
Any records pertaining to a grievance shall be kept in a grievance file separate from the aggrieved official District personnel file. No derogatory materials shall be placed in a unit member's file without first allowing the unit member an opportunity to respond in writing and attach comments thereto.

**Section 3. Definitions**

**GRIEVANCE** - A "grievance" is a formal written allegation by a grievant that the union and/or he/she has been adversely affected by a violation, misinterpretation, or misapplication of the provisions of this Agreement.

**AGGRIEVED** – The Union or a member of the unit asserting a grievance is referred to as the aggrieved or grievant. A group of unit members may file a grievance provided that the issue involves similar facts or circumstances and all members of the group sign the grievance statement.

**A PARTY IN INTEREST** - A party in interest is the Union or a person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**DAY** - A day is any day in which the central administrative office of the Grossmont Union High School District is open for business.

**REPRESENTATIVES** - A representative is a member of the unit, administrator, Union representative, or legal counsel who shall represent any party in interest at his/her election.

**UNION** - Union means the Union elected as the exclusive representative or designee thereof.

**CLAIM** - The assertion of a grievance by one or more members of the unit.

**INDIVIDUAL GRIEVANCES** - Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative, as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this Agreement, provided that the employer shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
**TIME LINES** - A grievance must be filed in writing within twenty-one (21) days, including time spent at the informal level, after the occurrence of the act or omission, when the grievant reasonably should have known of the act or omission giving rise to the grievance.

**Section 4. Grievance Steps**

**INFORMAL LEVEL** - Before filing a formal written grievance, the grievant shall attempt to resolve the problem by an informal conference with the grievant's immediate supervisor. However, this informal discussion will not waive the twenty-one (21) day time line limit set forth above.

**FORMAL LEVEL/LEVEL I** - A formal grievance statement shall be prepared to include the circumstances involved, the decision rendered, if any, at the informal conference, and the specific remedy sought.

The supervisor or designee shall communicate a decision to the employee grievant in writing not more than 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.

Within the above time limits, either party may request a personal conference with the other party.

**LEVEL II** - In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the principal or division head within five (5) days.

This statement should include a copy of the original grievance, the decision rendered, if any, and the reason for the appeal.

The principal or division head shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the principal or division head may request a personal conference within the above time limits. If the principal or division head does not respond within the time limits, the grievant may appeal to the next level.

**LEVEL III** - If not satisfied with the decision at Level II, the Union may within five (5) days submit a request in writing to the superintendent or designee who shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her through the appeal.
LEVEL IV - If the Union is not satisfied with the disposition of the grievance at Level III, or the time limits expire without the issuance of the superintendent's or designee's written reply, the Union has twenty-one (21) days in which to appeal to binding arbitration. In such case, the parties shall request a list of arbitrators from the California State Conciliation Service. OSHA claims or discrimination cases, subject to the jurisdiction of agencies such as HEW, FEPF, and EEOC, shall not be subject to this arbitration process.

No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitration shall be divided equally between the employer and the Union. If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the employer and the Union.

An arbitrator shall be selected by the following procedure: A representative of the Union and the employer's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within fifteen (15) days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during this current school year. On even-numbered grievances the Union shall strike the first name from the list of prospective arbitrators. On odd-numbered grievances the District shall strike the first name.

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District.
Within a reasonable time after conclusion of the hearings, the arbitrator shall render binding decision in writing to the parties in interest.

**Section 5. Release Time for Grievance Processing**

A reasonable amount of release time shall be granted to the Union for the processing of grievances under this Article.
ARTICLE 5 - PAY AND ALLOWANCES

Section 1. Rate of Pay

The regular rate of pay for each unit member shall be in accordance with rates established for each job class as provided in Appendix 1 (Salary Schedule) attached hereto and incorporated as part of this Agreement. Effective July 1, 2019, all classified salary schedules shall be increased by 3.5%.

a. The parties have agreed that the equivalent of .3% will be applied to the night shift differential to equal a 2.7% night shift differential as of July 1, 2008, for any SEIU employee permanently assigned to work at least four (4) days per week in shifts requiring at least three (3) hours of service after six (6) p.m.

b. It is the intent and goal of the District to raise the night shift differential to 5% when economic circumstances so warrant.

Section 2. Longevity Increments

Upon completion of eight (8) years of regular employment in the District, unit members will be granted a two (2) percent salary increase to begin on the unit member's anniversary date. Additional two (2) percent increase will be granted upon completion of twelve (12), sixteen (16), twenty (20), twenty-four (24), and twenty-eight (28) years of District service.

Section 3. Overtime Pay/Compensatory Time Off

a. Overtime. All ordered and authorized overtime of unit members shall be compensated at a rate equal to time and one-half (1.5) the regular or base rate of pay of the unit member. For the purposes of this article, overtime is defined as:

1. Any work required in excess of eight (8) hours in any one-day or in excess of forty (40) hours in any calendar week.

2. The intent of the District is that supervisors shall attempt to equally distribute overtime among unit members within each skill area or department such that preference is not shown to one employee over another while still recognizing the need for supervisors to have the flexibility in making such assignments. Before beginning overtime work, the supervisor and unit member shall establish the amount of overtime approved in writing. Upon completion of overtime work, a
time sheet shall be completed by the unit member and signed and submitted by the administrator authorizing the overtime work. No overtime shall be paid to a unit member unless such time has been specifically ordered and authorized by an administrator.

Unit members may be authorized overtime because of time spent on special assignments or setups.

**b. Compensatory Time Off**

1. Unit members shall have the option to elect compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted to the immediate supervisor within five (5) working days following the day the overtime was worked. Unit members may not accrue more than twenty-four (24) hours of compensatory time off.

2. Compensatory time off shall be granted on the basis of one and one-half (1.5) hours off work for each hour of overtime served and shall be taken within ten (10) months from the date on which it was earned. If the compensatory time has not been taken during this period, the unit member shall be paid for all such time at the appropriate overtime rate. It shall be the responsibility of the unit member and his/her supervisor to maintain records of compensatory time earned.

**Section 4. Payroll Error**

Should a District caused payroll error result in insufficient payment to a bargaining unit member the District shall reimburse that bargaining unit member fully within five (5) workdays.

Should a District caused payroll error result in an overpayment to a bargaining unit member, the District will immediately meet with the bargaining member and his/her representative to facilitate an affordable repayment plan.

**Section 5. Lump Sum Payment**

The District shall make a lump sum payment of any negotiated retroactive wage increase resulting from the Agreement, or any amendments thereto, within sixty (60) days of the Agreement between the District and SEIU, Local 221.
Section 6. Sunday/Holiday Pay

Any full-time unit member assigned to the normal workweek as described in Article 6, Section 1, who is requested to work a Sunday, shall receive their regular pay as well as time and a half.

District Holidays shall be limited to days deemed holidays under Article 9, Sections 3 and 4 of this Agreement. Any full-time member assigned to work on a District Holiday as defined herein shall receive their regular pay plus time and a half for work on a District Holiday.
ARTICLE 6 - HOURS OF EMPLOYMENT

Section 1. Workweek

The workweek shall consist of five (5) consecutive days of eight (8) hours per day. With the approval of the unit members involved, the District may establish a four (4) consecutive day, ten (10) hour-per-day workweek. The District reserves the right to designate certain positions as being less than eight (8) hours per day and forty (40) hours per week.

Service rendered shall be structured and directed by the immediate supervisor. Service rendered shall be those tasks indicated in the unit member's job classification specification and those other responsibilities required by his/her assignment.

Unit members shall sign in and out at the beginning and end of each working day according to instructions issued by the Human Resources Department and/or local school or site administrator.

The normal workweek shall be Monday through Friday. If the District assigns unit members to work regularly on both Saturday and Sunday, they shall receive a ten (10) percent pay differential for the Sunday hours worked. If unit members are regularly scheduled to work Sunday through Thursday, they shall receive a five (5) percent pay differential for the Sunday hours worked.

Section 2. Lunches and Breaks

Each full-time unit member shall receive a thirty (30) minute duty-free lunch outside his/her regular workday without pay.

All eight (8) hour unit members shall receive two (2) fifteen (15) minute breaks each workday. All four (4) hour unit members shall receive one (1) fifteen (15) minute break each workday.

Section 3. Callback

For each unit member who is called back to work during his/her regular workweek after said employee has left work, the District shall guarantee at least three (3) hours of work. If the employee is called back to work on his/her day off, the District shall guarantee at least four (4) hours of work.
Section 4. Extended Work Shift

Any extra work required beyond a unit member's assigned shift shall be paid in fifteen (15) minute increments at the appropriate rate of pay. Any unit member required to work more than thirty (30) minutes beyond the established shift shall be guaranteed a minimum of one (1) hour's pay at the appropriate rate.

Section 5. "Out-of-Class" Assignments

Unit members working out of their job classifications for any period of time of four (4) days or more within any fifteen (15) calendar-day period shall receive the rate of pay for the higher classification. No unit member shall receive less than his/her regular rate. “Out of Class” assignments shall be rotated twice a year (July 1 – December 31, and January 1 – June 30) by classification according to unit members’ seniority at their assigned site in the following manner:

1. Head Custodian
   a. Custodian

2. Grounds Leadworker
   a. Groundskeeper

During each rotation period, the bargaining unit member who is eligible for “Out of Class” assignments shall be offered all such opportunities. If no opportunity arises during the rotation period, the bargaining unit member shall be offered an additional rotation period. Additionally, the bargaining unit member shall complete any “Out of Class” assignment that extends into a subsequent rotation period.

In order to be considered for an “Out of Class” assignment in the manner described above, a unit member must meet the following requirements:

1. The unit member must have passed probation in their current assignment

2. The unit member’s most recent evaluation must reflect an overall “satisfactory” rating.

3. The unit member must not have been subject to any disciplinary action within the past two years. For the purposes of this section, disciplinary action shall mean any action taken against the unit member involving documentation in their District personnel file.
Nothing in this section shall restrict the administration’s right to remove a bargaining unit member from their “Out of Class” assignment, nor does this section restrict the discretion of administration to determine when an “Out of Class” assignment is necessary.

The District recognizes the importance of providing training to its night Custodians to serve temporarily as Campus Utilityworkers. Accordingly, any night Custodian assigned entirely to one site may request up to eight (8) hours of training in the Campus Utilityworker position. Night Custodians who have completed this training are eligible to serve in “Out of Class” assignments as Campus Utilityworkers. If a night custodian has worked for at least eight (8) hours as a Campus Utilityworker at his/her assigned site, she/he is eligible to serve in an “Out of Class” assignment as a Campus Utilityworker.

Section 6. Changes in Shift

The starting time of a unit member’s work shift shall not be altered within his/her assigned workweek, except with the mutual agreement of the unit member and the supervisor, or under critical circumstances as declared by the principal or manager. If permanent changes are required in unit members’ assigned starting times, the supervisor shall consult with the unit members involved and provide them with at least fifteen (15) workdays prior written notice before implementing the change.

The immediate supervisor shall rotate overtime assignments among unit members who desire to work overtime.

Section 7. Training

The District will provide for training and orientation of custodial unit staff. During the life of the Agreement, the District will provide at least two (2) half-day in-service training opportunities each fiscal year for bargaining unit members.
7 - LEAVES OF ABSENCE

Section 1. General

All unit members covered by this Agreement shall be entitled to all leave benefits conferred by law or granted by the employer or as contained in the provisions of this Agreement. Regularly employed part-time unit members shall be entitled to all leave benefits granted full-time employees, but such leaves and benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year, of such part-time unit members bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

All requests for leaves of absence by unit members covered by this Agreement shall be requested in writing on the form provided by the employer. The unit member shall be advised as soon as practical of the action of the employer on the request for leave.

Unit members may request a meeting with human resources during non-work hours to discuss applicable leaves upon request and may have a Union representative present at the meeting. Meetings called by the Human Resources department will be held during working hours.

Section 2. Personal Leaves

Leaves of absence may be granted by the District to unit members for a specific time. Such leaves shall be for personal reasons of the unit member and may be granted with or without pay.

Section 3. Sick Leave

Members of the unit employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury. Day, as used in this Article, means the regularly assigned workday, exclusive of overtime. Unit members assigned to less than five (5) days per week and/or less than a full fiscal year are entitled to the proportion of twelve (12) days leave of absence as the number of days or months employed bear to twelve (12) months. Leave, under this section, may be accrued from year to year. During the first six (6) months of employment, the unit member may use up to six (6) days of illness leave.

It shall be the responsibility of every unit member to promptly notify the immediate
supervisor of his/her need to be absent, including the date of expected return to work. The Human
Resources Department may require injury or illness verification be provided by a physician
licensed in the United States.

Section 4. Sick Leave Conversion Plan Policy

The purpose of the sick leave conversion plan is to reward unit members with excellent
attendance records by offering them the opportunity to convert specified amounts of unused
regular sick leave for use as paid vacation leave.

Application and Eligibility

All sick leave and personal necessity leave absences shall be credited against an
employee's record for determining eligibility for the conversion plan. To be eligible, a unit
member shall meet the standards established below:

<table>
<thead>
<tr>
<th>Days of Sick Leave and PN Taken</th>
<th>Number Days Eligible for Conversion to Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

Conversion Procedure

Unit members shall be informed by August 31 of each year as to the number of sick leave
days they are eligible to convert to vacation leave. Upon notice to the District by the eligible unit
member, said days shall be converted to vacation and become available for use.

Section 5. Long-Term Leave for Illness or Injury

A unit member who has exhausted all other entitlement to paid sick leave shall be granted
additional paid leave at fifty (50) percent of his/her regular salary. Such leave shall not exceed one
hundred (100) working days.

A permanent member of the unit who has exhausted all available paid leaves, and who is
absent due to a nonindustrial accident or illness, may be granted additional unpaid leave by the
District, not to exceed six (6) months. The District may renew this unpaid leave for two (2)
additional six (6) month periods.
Section 6. Bereavement Leave

Unit members are granted necessary leave of absence with pay at the employee's regular rate not to exceed five (5) days, or seven (7) days if travel is in excess of three hundred (300) miles each way is required, on account of the death of any member of the immediate family including the loss of a child by miscarriage, death at birth or for a child who is still born. Immediate family shall mean the spouse, registered domestic partner, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, or legal ward or guardian of the employee, or any person living in the immediate household of the employee.

Section 7. Jury or Subpoena Leave

Members of the unit shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Unit members shall be entitled to receive their regular pay, less any amount received for jury or witness fees, exclusive of mileage and meal reimbursements. Unit members shall report to work on any day in which their jury service amounts to less than four (4) hours. Their time at work shall be determined by subtracting the jury service time plus reasonable travel time from the regular shift time. Unit members are required to present evidence from the court for each day of jury service.

Section 8. Personal Necessity Leave

A unit member may use a maximum of seven (7) days of accrued sick leave in any fiscal year for purposes of personal necessity. Personal necessity leave shall be taken for circumstances that are serious in nature, cannot be disregarded, and which necessitate the immediate attention of the unit member.

Personal necessity leave shall not be used for personal business, extension of a holiday or vacation, or for any other unlawful purpose. Unit members are required to provide prior verification of the reason for personal necessity leave except for the following reasons:

a. Personal transportation problems limited to two (2) occasions per calendar year.
b. Death or serious illness of a member of his/her immediate family. Immediate family is defined under Section 6, Bereavement Leave.

c. Accident or serious injury involving the unit member or his/her property, or the person or property of a member of the immediate family. Immediate family is defined under Section 6, Bereavement Leave.

Section 9. Industrial Accident and Illness Leave

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. To be eligible for this leave, unit members must have been employed by the District for at least six (6) months. Those employees not eligible for this leave shall be entitled to the appropriate sick leave pursuant to Section 3.

A unit member shall report any illness or job-related injury on the appropriate District form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial accident or illness. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave may be required to be examined by a physician identified by the District.

Requirements

a. Allowable leave shall be for not more than sixty (60) working days during which the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

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

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

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

e. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

f. All unit members receiving benefits as a result of this section shall, during period of injury or illness, remain within the state of California unless the superintendent authorizes travel outside the state.

g. During any industrial paid leave of absence, the unit member shall endorse to the
District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

h. Upon conclusion of this industrial leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred (100) percent of the employee's normal compensation.

A unit member returning to service after an industrial accident or illness leave must present a release from the authorized physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well being.

Section 10. Quarantines

Absences stemming directly from a quarantine order of the County Health Department shall be applied to industrial accident/illness leave if it can be shown that the illness was contracted from a student or employee during the normal course of assigned duties. The six- (6) month service requirement referred to in Section 9 of this article shall not apply to this section.

Section 11. Military Leave

Leaves for annual training duty: A unit member, who has served in the District for a minimum of one (1) year immediately prior to the leave, upon approval of his/her military orders by the employer, shall receive pay for a period not to exceed thirty (30) calendar days per year. Employees should attempt to schedule the military service at a time which will not conflict with regular school duties.

Short-Term Military Leave: Short-term military leave will not jeopardize regular pay status. Application must be made to the employer for approval.

Long-Term Military Leave: A unit member who enlists, is inducted, or is recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service. Such employees who have served in the District for a minimum of one (1) calendar year
immediately prior to the day on which the absence begins shall be entitled to receive salary or
compensation for the first thirty (30) calendar days of such leave.

Upon completion of the service requirement, the unit member shall be reinstated in the
position that he held at the time of his enlistment or induction, provided that the employee returns
within six (6) months of his/her discharge, and the period of absence shall not be construed to be a
break in service.

Section 12. Pregnancy and Child Care Leave

A unit member may use sick leave if she is unable to render service to the District as a
direct result of pregnancy, as verified by a physician.

Pregnancy leave shall be granted by the District in accordance with the provisions of the
Education Code and subject to the following conditions:

a. A pregnant unit member may continue to work as long as her health will permit, as
certified by a physician licensed in the United States, and so long as she can carry out her duties
and responsibilities. The unit member must file a statement from her physician, or
District-approved medical advisor, not later than the sixth (6th) month of pregnancy, indicating the
estimated date of delivery.

b. The use of sick leave for pregnancy-related disability shall be treated the same as any
other disability for which sick leave is granted. In order to use sick leave for pregnancy disability,
the unit member must have actually rendered paid service to the District immediately prior to the
disability. Paid sick leave for maternity shall end no later than six (6) weeks after the birth of the
child, or eight (8) weeks in the case of a Caesarean-section unless a physician certifies before said
date that the employee is still disabled. Pregnancy leave shall be paid for the allowed length of
time under California and Federal Law. As with other sick leave absences, the District may
require a physician’s statement confirming the continued disability.

Parental Leave

a. For purposes of this section, "parental leave" shall be defined as leave for reason of the
birth of the unit member's child, or the placement of a child with the unit member for adoption or
foster care. Unit members shall use current and accumulated sick leave for parental leave, for up
to 12 workweeks.
b. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 20.4 of this Agreement but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the unit member must be eligible for leave under the California Family Rights Act as set forth in Section 20. Il of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

c. Any leave taken under this section shall count against any entitlement to child bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

d. When the need for parental leave is foreseeable, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

Childcare Leave

Childcare leave after the birth of the child may be granted, upon request, as an elective leave for a period of one (1) school year. Such leave shall be without compensation or credit toward service and shall not be considered as a personal illness.

A unit member returning from pregnancy leave shall provide a physician's statement indicating that the returning employee's health will permit her to discharge the full responsibilities of her position.

A pregnant unit member who wishes to take a personal leave without pay to prepare for childbirth may request such leave for a time mutually agreeable to the employee and the District. The District will pay all costs of the health and welfare benefits for the first (1st) three (3) months of such leave. At the expiration of the three (3) month period, the unit member may arrange to continue health and welfare benefits at her own expense. Childcare leave policies may be utilized
for adoptions.

**California Pregnancy Disability Act**

Under California’s Pregnancy Disability Act of 2002, unit members who are disabled by pregnancy, childbirth, or related medical conditions, are eligible to take an unpaid pregnancy disability leave (PDL). The PDL is for any period(s) of time of actual disability caused by the unit member’s pregnancy, childbirth, or related medical conditions for up to four months (88 work days for a full-time employee) per pregnancy. PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. PDL is unpaid leave, but unit members shall be eligible to use leave entitlements as outlined in Article 7 of the Collective Bargaining Agreement.

**Section 13. Family and Medical Leave**

Under the Family Medical Leave Act of 1993 (FMLA) and California Family Rights Act of 1993 (CRFA), unit members with at least twelve (12) months of service and who have worked at least 1,250 hours in the 12-month period before the date of leave, are eligible for an unpaid family and medical care leave of up to twelve weeks in a twelve (12) month period for the birth, or adoption, or foster care placement of a child or for the employee’s serious health condition or that of his/her child, parent, or spouse. Unit member shall be eligible to use leave entitlements as outlined in Article 7 of the Collective Bargaining Agreement concurrently with FMLA or CFRA.

**Section 14. Catastrophic Leave**

Catastrophic leave is defined as “serious,” (life threatening, or expected to incapacitate the employee for an extended period of time) as verified by a physician. In the event of a unit member’s catastrophic illness or injury, resulting in the employee using all available paid leaves, including sick and vacation leave in excess of five (5) days, the Catastrophic Leave Committee may authorize other employees to voluntarily donate to that unit member up to 40 (forty) hours of accumulated regular sick leave. Sick and vacation leave donations shall be irrevocable upon receipt by the District of a completed donation of sick or vacation leave form.

All unused sick or vacation leave donations shall be recorded in the Payroll Department and made available to unit members who are subsequently approved for catastrophic leave under this section.
The Catastrophic Leave Committee shall be comprised of one (1) Superintendent-appointed manager and one (1) SEIU-appointed unit member. In the event the Committee cannot agree on a unit member’s eligibility for this leave, the matter shall be submitted to the negotiations process for final resolution.

Section 15. Retraining and Study Leaves

A paid or unpaid leave of absence for up to one calendar year may be granted by the District to any member of the bargaining unit for the purposes of retraining or study. This leave may be taken in separate six (6) month periods. Retraining and student leaves shall not be granted to unit members who have not served at least three (3) consecutive years immediately preceding the granting of the leave.

Section 16. Religious Leave

Unit members may be granted personal leave without pay for the purpose of observing religious holidays, provided a written request is submitted to the supervisor at least ten (10) workdays prior to the proposed absence.

Section 17. Voting Leave

If a unit member's work schedule does not allow sufficient time to vote in a federal, state, or local election, the District may provide release time or an adjustment in the work schedule to enable the unit member to vote.

Section 18. Break in Service

All benefits accruing under provisions of this Agreement shall continue in force during any period of paid leave.

Any period of unpaid leave for ninety (90) calendar days or less shall not be considered as a break in service for the purpose of salary/step advancement. An unpaid leave in excess of ninety (90) calendar days shall cause the salary/step advancement date to be adjusted to reflect the absence.
ARTICLE 8 - VACATION LEAVES

Upon completion of six (6) months of regular and continuous paid service, unit members shall be credited with paid vacation in the amount described below:

a. One (1) day for each month worked since regular employment began. A unit member beginning regular employment at other than the first day of a month shall receive vacation credit if he/she worked one-half (½) the working days in the month or longer.

b. Upon completion of two (2) years of regular service, a unit member shall begin earning vacation at the rate of one and one-quarter (1¼) days per month worked.

c. Upon completion of ten (10) years of regular service, a unit member shall begin earning vacation at the rate of 1.417 days per month worked.

d. Upon completion of fourteen (14) years of regular service, a unit member shall begin earning vacation at the rate of 1.66 days per month worked.

e. For the purposes of this article, a day of vacation shall be defined as the unit member's basic hours per day assignment, exclusive of overtime.

f. With the exception of unit members assigned to four- (4) day, forty- (40) hour workweeks, the District reserves the right to prorate vacation for unit members who are assigned to positions not requiring service every workday of the month.

Section 2. Vacation Scheduling Procedures

a. With the approval of the supervisor, principal, or department head, earned or unearned vacation may be taken at any time during the year.

b. District will approve or disapprove all vacation requests within fifteen (15) days of submission.

c. If a unit member is prevented from scheduling vacation days, he/she shall be allowed to carry over said days for use in the next fiscal year. Vacation requests shall not be unreasonably denied.

d. Upon separation from service, unit members who have completed six (6) months of regular employment shall be entitled to a lump sum payment for all earned and unused vacation.
Section 3. Maximum Vacation Accrual

a. Notwithstanding vacation carrier over pursuant to Section 2, the maximum accumulation of vacation shall be twice a unit member’s annual allowance. No additional vacation leave will be accrued after a unit member reaches the maximum.

b. Under no circumstance shall a bargaining unit member lose earned vacation days. When a unit member reaches the maximum accrual allowed, the District shall notify the member and the supervisor will confer with the bargaining unit member to schedule a vacation period(s) for vacation time accrued above the limit.

The vacation period(s) may be changed in accordance with Article 8, Section 2 (with supervisor approval), provided at least the same number of vacation days are scheduled.

Section 4. Substitute Coverage

When bargaining unit members are on vacation and other leaves, the following plan for substitute workers shall be in effect:

a. Each fiscal year every high school will be provided with sixty (60) days of substitute assistance to be used when bargaining unit members are on leave.

b. Substitute coverage shall be provided every day that a bargaining unit member is on jury duty leave.

c. In the event of financial hardship, the District reserves the right to modify the program for providing substitute coverage.

d. In the absence of a substitute for two (2) regular workdays, the District shall offer any bargaining unit member up to two (2) hours of overtime work.

Overtime shall be granted to unit members in accordance with the individual site policy. Work must be performed by the bargaining unit member in order to receive overtime pay.
ARTICLE 9 - HOLIDAYS

Section 1. The District shall provide all unit members in paid status with the following paid holidays:

a. New Year's Day
b. Martin Luther King Day
c. Lincoln's Day
d. Washington's Day
e. Friday of Spring Recess
f. Memorial Day
g. Independence Day
h. Labor Day
i. Admission Day
j. Veterans Day
k. Thanksgiving Day
l. Day following Thanksgiving
m. Christmas Eve Day
n. Christmas Day
o. New Year's Eve Day
p. Floating Holidays (2)

Section 2. The specific dates of "floating" holidays shall be established through mutual agreement between the unit member and the site, and must be taken in the year in which they accrue. SEIU unit members shall be provided with two (2) floating holidays per year. Unit members who are initially employed or re-employed with the District between January 1 and June 30 shall receive one (1) of the two (2) floating holidays during their initial year of employment.

Section 3. When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day shall be deemed to be that holiday.
Section 4. A unit member who works other than a workweek of Monday through Friday, and as a result loses a holiday to which he/she would otherwise be entitled, shall be provided a substitute holiday or compensation in an amount equivalent to one day's service.

Section 5. If a paid holiday is scheduled during a period when a unit member is on paid leave status, that day shall not be deducted from the unit member's leave accrual.

Section 6. Should the President, Congress, Governor, legislature, or Board of Education declare a public fast, thanksgiving, or holiday, it shall be recognized in addition to those provided under Section 1.
ARTICLE 10 - FRINGE BENEFITS

Section 1. Benefit Structure

The District shall provide a health and welfare benefit program for all unit members who have a regular job assignment of twenty (20) or more hours per week. The District will provide up to the maximum contributions for each tier for the following coverages:

a. Medical/vision insurance
b. Chiropractic
c. Dental insurance
d. Long-term Care
e. Life insurance ($50,000 term)
f. Employee Assistance Program
g. Long-term disability insurance

Effective with the 2018 benefits year, health benefit plans will be available through the California Schools Voluntary Employee Benefits Association ("VEBA"). The medical plans available through VEBA are (Kaiser & United HealthCare), dental (Delta Dental), vision (VSP), and EAP (Optum). Effective November, 2019, VEBA will also offer a Harmony plan.

1. The District shall pay 100% of the employee only premiums for Kaiser, United Health care Network 1, Harmony and Alliance HMO plans.

2. For the United Health Care Network 2 the District shall pay the employee only premium of the United Health Care Network 1 plan, and the employee shall pay the remaining premium difference for the Network 2 plan.

3. For the employees selecting coverage with dependents (encompasses all tiers to include spouse, children, and family), the District will pay 80% of the employee and dependent premiums of the United Health Care Network 1 and Kaiser plans.

4. For the employees selecting coverage with dependents ((encompasses all tiers to include spouse, children, and family) in the United Health Care Network 2 and Alliance HMO plans, the District will pay an amount equal to 80% of the employee and dependent premiums of the United Health Care Network 1 plan, and
the employee will pay the remaining premium difference for the Network 2 and Alliance plans.

5. Effective November, 2019, the Harmony plan shall be the default plan for all members enrolled in UHC Network 1 and Alliance. During open enrollment, unit members currently in UHC Network 1 and Alliance may elect to opt out of the Harmony Plan to return to Network 1 or to join any of the other plans. The District and SEIU will work together to educate SEIU bargaining unit members of the changes to the Health and Welfare plans and the members' right to keep their current plans, if so desired.

6. The Union and the District agree unit members may waive the medical insurance provided the member submits a signed verification to the District indicating he/she has medical coverage from another source. Should the unit member lose his/her alternative medical coverage, it is agreed the unit member shall be allowed to re-enroll in one of the Districts plans.

7. The district agrees to pay each unit member, who waives the District-provided medical insurance, a sum equal to one thousand two hundred dollars ($1,200.00) per year. This payment will be made in (10) equal monthly installments.

8. Unit members who desire to take a District-approved, unpaid leave of absence shall have the right to continue insurance benefits by electing the COBRA plan (subject to the insurance carrier’s approval).

Section 2. Leave and Retirement Benefits

a. Unit members who desire to take a District-approved, unpaid leave of absence shall have the right to continue insurance benefits by paying to the District on a quarterly calendar basis the amount of the normal District contribution, subject to the insurance carrier's approval.

The District will provide medical/vision and dental insurance for all unit members with at least ten (10) years of District service who retire at age fifty-four (54) or older until age sixty-five (65) or until they reach the age that one would qualify for Medicare Part A or B, whichever is later. Those retirees who waive their medical insurance shall receive a sum of one thousand two hundred dollars ($1,200.00) per benefit year, with the District providing vision and dental
coverage. Retirees who have waived their medical/vision insurance with the District and move their residence outside the District’s insurance service areas but are still able to retain other insurance outside the District (ex: through spouse’s former employer) shall be eligible to receive $1,270 (the additional $70 is for waive out of vision benefits.) Proof of current insurance is required. This program assumes that unit members will remain in the "service areas" for these insurances following retirement. Should a retiree move his/her residence outside an insurance "service area," the options available to the retiree are:

1) Retirees who are enrolled in a District medical/vision plan and move out of the service area may not use their District insurance in their new residence. These retirees will be eligible for reimbursement up to the cost of privately obtained insurance not to exceed the current cost of the District contribution to the retiree’s last plan of enrollment in the District. Proof of new insurance with costs is required. “Current cost” is defined as the District contribution for active employees.

2) Retirees who: (1) waive their medical insurance with the District; (2) move their residence outside the District’s insurance service area; and (3) must cancel their non-district insurance plan as a result of the move, are eligible for reimbursement of up to the cost of privately obtained insurance (not to exceed the cost of the District’s current contribution to the retiree’s last plan of enrollment in the District.) Retirees who have never been enrolled in a District plan shall be eligible for reimbursement up to the cost of the least expensive District plan. Proof of cancellation of a former plan, and proof of new insurance with costs are required.

3) Retirees who are eligible for reimbursement under paragraphs (1) and (2) of this section and who are rejected outright by three separate private insurance companies shall receive a lump sum equivalent to the District’s current contribution equal to the retiree’s last plan of enrollment. Proof of rejection from three insurance companies is required.

4) Retirees and eligible dependents may re-enroll in one of the District’s group medical and vision plans if the retiree returns to a District insurance service area and meets the terms of an IRS and/or HIPAA qualified family status change. The cost of dependent care is borne by the District at the same rate as active employees.

5) Retirees who receive reimbursement under paragraphs (1) and (2) of this section may obtain additional private insurance to cover eligible dependents and receive additional
reimbursement of the cost of that insurance up to amount paid to active employees, provided the retiree meets the terms of an IRS and/or HIPAA qualified family status change.

6) Dental benefits are available nationally and will remain available to retirees residing in the United States.

Section 3. Retirement

Upon retirement, unit members who are at least fifty (50) years of age with ten (10) or more years of District service shall receive twenty-five (25) percent payment of unused regular sick leave, not to exceed one thousand dollars ($1000). Any remaining days of sick leave, to the extent legally possible, shall be applied to retirement under the Public Employees Retirement System (PERS).
ARTICLE 11 - WORKLOAD STANDARDS

Section 1. Classification Review

A classification review is a systematic review of a unit member’s actual duties to determine if the currently assigned job classification remains appropriate. Where the duties markedly differ from the assigned job classification, those duties shall be removed and reassigned or the unit member shall be reclassified to a job classification that better reflects the work being performed. Individual unit members or the Union may request a classification review during the months of January through March of each year unless otherwise agreed to by the District and SEIU.

Section 2. Review Process

The District will conduct a workload study during the 2018-2019 school year. The Management Assistant Team ("MAT") study currently scheduled to commence on May 13, 2019 and May 15, 2019 shall fulfill this requirement. The District and SEIU shall meet and confer in good faith to explore options for the allocation of resources towards implementing the recommendations of the workload study.

Workload Committee: Workload standards and workload equity shall be a standing agenda item in the Labor Management committee. A Workload Committee, consisting of representatives from the District and SEIU will meet throughout the year to address workload under the direction of the Labor Management Committee.

Section 3. Position Reinstatement

The District and the Union acknowledge that state budget constraints since 2007 have led to an increased workload burden for unit members. When the state budget allocates increased funding for the District the Parties agree to commence negotiations with the stated goal of reinstating positions that have been eliminated since 2007.
ARTICLE 12 – REASSIGNMENTS, TRANSFERS, PROMOTIONS, VACANCIES

Section 1. Unit members who are reassigned or returned to positions in unit job classes, and in which permanency status was previously attained, shall be placed on that salary step which would have been attained had the unit member remained in the former job class.

Section 2. When a permanent unit member is reclassified to a position in a lower job class, he/she shall be placed on that salary step in the new classification which is closest to the former base salary rate. In such cases, annual salary step increases shall continue until the top salary step is achieved.

If at the time of reclassification, however, the unit member's base salary rate exceeds the top step of the new classification, he/she shall be retained at his/her current base salary rate until the maximum for the lower job class meets or exceeds such rate.

Section 3. In determining a long-term reassignment within a specific school or facility, seniority and overall qualifications shall be taken into consideration. The unit member involved shall be consulted prior to implementing a long-term reassignment.

Short-term, out-of-class reassignments, insofar as practicable, shall be on a rotational basis with seniority, training, and overall qualifications being considered as factors in the selection of unit members for such assignments.

Section 4. Prior to a unit member's involuntary transfer to another school or site, he/she shall be consulted and notified in writing at least fifteen (15) calendar days prior to the transfer date. When such transfers are involuntary, and are the result of a staffing reorganization, the least senior unit member at the site involved shall be transferred or reassigned first.

Section 5. When a unit member is deemed partially disabled on a permanent basis by competent medical authorities, the District shall make an effort to reassign the person to an established position with his/her capabilities.

Section 6. The work assignment of a temporarily disabled unit member may be altered by the District in accordance with the restrictions imposed by a physician. A unit member shall have the right to accept or reject a change in his/her work assignment if it involves a major (two or more hours) alteration in work hours.
Section 7. Unit members receiving promotions to classifications on higher salary ranges shall be placed on that salary step of the new salary range, not to exceed the top step, which is at least seven and one-half (7½) percent higher than the current base salary rate.

Section 8. Regular unit vacancies shall be posted for ten (10) workdays in locations accessible to all unit members, and job announcements shall be distributed to the Head Custodian and Lead Groundskeeper at each site. Seniority in the District shall be one of the factors considered by management when filling a vacancy.

Section 9. Unit members desiring to transfer into the same job classification at another work site may submit a “Transfer Request Form” to the Human Resources Department for transfer consideration. Transfer requests must be renewed each year on or after July 1st. Qualified transfer candidates who apply for a unit vacancy shall be interviewed prior to the posting of the position.

Section 10. Unit members shall be granted release time to participate in interviews for District job vacancies.
ARTICLE 13 - SAFETY CONDITIONS

**Section 1.** The District shall provide safe working conditions within the fiscal capabilities of the District to provide monitoring of working conditions and correction of unsafe working conditions. The District further agrees to abide by all local, state, and federal health and safety laws and regulations.

The District shall notify the Association to meet and confer when any changes of monitoring devices are to be utilized by the District.

**Section 2.** No unit member shall be discriminated against for reporting an unsafe working condition.

**Section 3.** No unit member shall be required to work or engage in any activity that can reasonably be deemed as unsafe. For the purposes of defining an unsafe condition, reference shall be made to the applicable rules and regulations of CAL-OSHA.

**Section 4.** Upon request, schools shall supply two-way radios to evening custodial staff for reasons of security and safety. Custodians issued radios shall assume responsibility for any theft or breakage of the equipment due to gross negligence.

**Section 5.** In the event a safety complaint is filed by a unit member with an appropriate state or federal agency, a unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. SEIU shall be given advance notice of such inspections.

**Section 6.** The District shall comply with all provisions of the California Occupational Health and Safety Act and the California Fire Code when applicable to the District.

**Section 7.** SEIU shall designate unit members to participate on school site and District safety committees.

**Section 8.** In the event a "heat day" is declared by a high school principal, unit members at that school site shall be released from work with pay according to the following procedures:

a. Grounds and utility staff shall be released one (1) hour following the release of students.

b. Custodial personnel shall report to work at 5 p.m., versus their customary report time, and work the remaining hours of their shift.

**Section 9.** A unit member is authorized to carry a personal telephone pager/cellular phone...
during working hours for the health and security needs of the employee and/or his/her family
members. Pagers/cellular phones may not be used for other personal business. If a unit member
must return a telephone page/call during working hours, he/she shall first notify the head
custodian of such need.

Section 10: Third Party Requests for Unit Member Personal Information. The District shall
promptly notify the Union and the impacted unit member(s) of a third-party request for unit
member personal contact information or personnel-record information. This includes, but is not
limited to, California Public Records Act requests. The District shall promptly provide the union a
copy of the request and any materials submitted with the request in writing. The District agrees to
consider information submitted by the Union relative to the third-party request.

The District shall not disclose personal unit member information such as home addresses,
personal email addresses, home phone or cell phone numbers, birthdates, family member names
to any unauthorized third party, except as required by law.
ARTICLE 14 - EVALUATION PROCEDURES

Section 1. Purpose

The evaluation process involves the careful, systematic appraisal of an employee's work performance through the use of written performance evaluation reports. These reports provide a basis for employee counseling and assistance and promote greater work efficiency. The evaluations also constitute the front line of action for the refinement of the classification process and related duties analysis.

Section 2. Frequency

The probationary period for all unit members shall be one hundred and eighty (180) calendar days from the date of initial hire or promotion. Performance evaluation reports for all probationary unit members shall be conducted at the end of the second (2nd) and fourth (4th) months of service or as otherwise directed by the Human Resources Department.

Permanent unit members shall be evaluated once each year, but no later than June 30, of the year. Additionally, special evaluations may be conducted by management staff as deemed necessary.

Human Resources shall annually provide a list of SEIU unit members, their respective evaluation dates, and confirmation that they were evaluated by their supervisors, no later than July 30 of each school year.

Section 3. Goal Setting

Upon initial employment, when the standards are subsequently modified, or at the request of the immediate supervisor or the unit member, the immediate supervisor and the unit member shall meet to discuss the standards, goals and objectives, and the monitoring process. Unit members shall be given a copy of the most recent evaluation form at the beginning of each work year. Unit members are encouraged to review the evaluation categories and to dialogue with the assigned evaluator(s) regarding any questions or concerns.

During the evaluation period, both the employee and the evaluator will have available the data resulting from the monitoring system and confer, whenever necessary, on the progress being made.
Section 4. Evaluators

At the beginning of each school year, the District, in conjunction with the Union, will delineate evaluator roles by each site. Observations shall be performed wholly by the assigned evaluator responsible for the unit member. When applicable, the assigned evaluator shall solicit input from lead or head workers with direct knowledge of a unit member performance, however, the assigned evaluator shall have the ultimate responsibility of the evaluation and shall be the signatory. In no instance shall a bargaining unit member serve as the assigned evaluator.

Any complaint or charge made against a unit member by another employee concerning his/her work performance shall not be used in the evaluation process by the evaluator unless said complaint or charge is independently investigated by the evaluator and, additionally, the unit member is informed within thirty (30) days of the date of the complaint or charge and given the opportunity to respond.

A unit member may apply to the Human Resources Department to remove a negative performance evaluation report from the formal personnel file. No report which is less than two (2) years old may be removed from a personnel file. In no case will material or evaluation reports more than two (2) years old be considered in disciplinary action or grievances.

Section 5. Evaluation Form

Evaluation forms for each classification shall be created by the Human Resources Department and shall be distributed to the appropriate supervisors and administrators. The District shall meet and confer with the Union when creating new evaluation forms. The District and SEIU agree to continue to discuss changes to the performance evaluation instrument and the procedures related thereto. The forms issued by the Human Resources Department shall be the sole forms used for evaluation.

The evaluation form is a tool for the unit member and the District. The form shall list the goals for the position, areas for review specific to each classification, general areas of review applicable to all classifications, and have a defined area for input by the employee (to include any extra duties performed outside of the job description). The form shall have a defined area for listing additional or different duties being performed by the employee. Alterations to the evaluation process and/or forms are subject to the collective bargaining process.
Section 6. Evaluation Conference

The evaluator shall meet with the unit member to discuss the contents of the evaluation. After an evaluation conference, if an employee is dissatisfied with his/her evaluation, the employee may request another meeting and be represented at such meeting by a Union representative to discuss and possibly modify the results of the evaluation.

The unit member shall receive a copy of the evaluation when completed by evaluator. The form shall be signed by the employee and the evaluator. Where the employee disagrees in part, or totally, with an evaluation report, he/she shall have the right to submit a written, signed rebuttal to the report which shall be attached to the evaluation report and included in the unit member’s permanent file.

Any unresolved disagreement or dispute arising from an unsatisfactory performance evaluation report may be referred to the Director of Human Resources.

A final copy with employee comments shall also be forwarded to the Director of Human Resources for review.

An employee who has received an overall unsatisfactory job evaluation shall be reevaluated within sixty (60) days for the purpose of monitoring job performance.

Section 7. Review by Human Resources

If the overall Performance Evaluation is rated Not Satisfactory or Needs Improvement, the employee may request a meeting to discuss the rating with Human Resources. The employee may have Union Representation upon request.

The Human Resources Department shall review each evaluation to determine whether any additional or different duties are reported in the appropriate section. If duties outside the job description are listed, Human Resources will determine whether or not each of the listed duties should be a part of the job description. If so, Human Resources shall negotiate any job description modifications with SEIU and its bargaining unit officers. Any resulting modified job descriptions shall take effect the next school year unless otherwise agreed to by SEIU and the District. Any decision by Human Resources shall take place no later than thirty (30) days after the submission of the evaluation for review.
ARTICLE 15 - PERSONNEL ACTIONS

Section 1. All unit members shall have the right to have a Union steward or Union staff representative present at any meeting with management personnel if the meeting is likely to lead to a disciplinary action.

Section 2. Derogatory material shall not be placed in a unit member's personnel department file until a copy of the material has been transmitted to the unit member as well as to the union. Unit members shall have the right to prepare a rebuttal to be attached to the material entered into the personnel department file.

Section 3. Any disciplinary or derogatory materials must be shown to the unit member within ten (10) workdays prior to the material being placed in the personnel file, in order to provide the unit member with a reasonable time to respond.

If requested by a unit member, release time of up to two (2) hours, as reasonably defined by the Director of Human Resources, shall be granted for the purpose of visiting the Human Resources Department to prepare written responses to derogatory materials contained within the personnel file. These written responses shall be attached to the derogatory materials and made part of the permanent personnel file.

A unit member shall have the right to examine and obtain copies of any material from his/her personnel file with the exception of ratings, reports, or records prior to the employment of the unit member by the District.

Derogatory materials in a personnel file may not be used in a disciplinary proceeding if they are more than two (2) years old at the time the notice of proposed disciplinary action was mailed to the unit member. A unit member may at any time request the Director of Human Resources to remove specific derogatory materials from the file.

Section 4. Violation of any article in the Agreement may be cause for management to seek disciplinary action against a unit member for just cause.
ARTICLE 16 - LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall be comprised of up to four (4) management staff, three (3) employee representatives designated by the Union and (1) staff representative from the Union. Release time shall be granted for these meetings. Additional representatives may be requested by the District and/or Union prior to the meeting date.

The purpose of this committee is to provide a positive framework for the discussion of matters and issues relevant to the bargaining unit. Meetings of the committee shall be held on a monthly basis unless both parties mutually agree to alter the meeting date(s).
ARTICLE 17 - LAYOFFS AND REEMPLOYMENT

Section 1. Layoffs

Classified employees shall be subject to layoff for lack of work or lack of funds. A layoff for the purpose of this article shall be considered as an involuntary separation or a reduction of assigned time of a permanent or probationary classified employee due to lack of funds or lack of work. See Education Code Sections 45101, 45117, 45298, 45308. The decision to layoff as defined in this article is in the sole discretion of the Governing Board.

Section 2. Order of Layoff

a. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service in the District. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

b. Length of service for employees shall be based on the original date of regular employment. An employee’s seniority equals his/her length of service. Seniority is established as a member of the classified service regardless of bargaining unit status.

c. Relative status of classifications contained in non-SEIU bargaining units shall be determined on the basis of hourly wages effective at the time of layoff.

d. If two (2) or more employees subject to layoff have equal seniority, in a classification, the determination as to who shall be laid off shall first be determined on the basis of District-wide seniority, then the determination shall be made by lot.

e. No regular employee shall be laid off from any position while employees are serving in limited term, provisional, or temporary positions in the same class unless the regular employee declines said position.

Section 3. Notice of Layoff

a. A written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of the layoff, which shall be defined as the date the Governing Board firmly establishes as the date the employees are to be laid off. SEIU shall be given a complete list of all proposed layoffs of bargaining unit members as soon as practicable after the preliminary decision by administration has been made, and prior to layoff notices being sent to affected bargaining unit members.
b. Employees employed in specifically funded programs terminating on June 30 of the school year shall be given written notice on or before April 29, of their termination effective June 30. Employees employed in specially funded programs terminating on a date other than June 30, shall be given written notice of termination not less than sixty (60) calendar days prior to the effective date of their layoff.

c. The notice shall contain: 1) The employee's seniority; 2) The employee's displacement rights, if any; 3) The employee's reemployment rights and copies of the California Education Code sections governing layoff and reemployment; and 4) The employee's right to discuss the layoff with the Director of Human Resources.

d. A copy of the notice shall be concurrently sent by mail to the SEIU, Local #221, and the chapter president or designee with a list of the employees affected by the layoff.

**Section 4. Displacement (Bumping) Rights**

A classified employee is entitled to bump into any classification in which he or she formerly held permanency status, according to seniority. An employee shall not have the right to bump into a higher classification if he or she was subject to or accepted a demotion, and said action was in lieu of disciplinary or other employment action.

Where the employee is eligible to bump into more than one classification, the employee shall bump in this order: 1) Into an equal classification; 2) Into the higher classification of those to which he/she is entitled; 3) Into a lower classification in which the employee has had the longest service. Nothing contained within this article shall require an employee to bump, and if a layoff in lieu of bumping is elected, the employee shall maintain his/her full reemployment rights under the Agreement.

A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights shall have the right to accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, in lieu of layoff, provided that the employee is qualified to perform the duties thereof in the judgment of the District. Such employee shall maintain his/her reemployment rights as defined in this article.

An employee displaced from his/her classification as a result of being bumped shall have
the same bumping rights as set forth in Section 4. The least senior employee at a site affected by the layoffs shall be reassigned first unless a volunteer is available. The most senior of those being reassigned shall, by seniority, have the first right of refusal of returning to their former work site.

Section 5. Reemployment Rights

a. Laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in order of seniority as vacancies become available. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff.

b. During periods in which employees are laid off, any vacancy in the classifications of groundskeeper, utility worker, and custodian which is to be filled shall be offered first to classified employees, who are qualified in the judgment of the District, and who apply for the classification.

c. If an employee is reemployed within the thirty-nine (39) month period, the period of layoff shall not be construed as a break in service. A laid-off employee who is reemployed within thirty-nine months after his/her last day of paid service shall have restored to him/her all of the rights and benefits (including previously accumulated sick leave) pertaining to employees in the class to which he/she is reemployed.

d. Employees who, in lieu of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available in reverse order of layoff and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

e. An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of opening(s) for which he/she is eligible. Notification of reemployment shall be made by personal contact or certified mail to the employee’s last known address. The employee must indicate acceptance of the job offer within ten (10) days after receipt of the notification and arrange the date and time to return to work or the right to said position is deemed waives.

f. An employee may decline no more than two (2) offers of reemployment before being
removed from the reemployment list and placed in resigned status.

g. The District may simultaneously send out a notice of vacancy to employees on the seniority list. Such notice shall indicate the employee's standing on the seniority list and a statement that the employee may be entitled to reemployment only after the most senior employee on the list has been offered and declined reemployment.

h. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report for work within fifteen (15) calendar days following receipt of the reemployment offer unless later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

i. An employee who is laid off and elects retirement from the Public Employees Retirement System (PERS) shall be placed on a reemployment list. The District shall notify PERS that retirement was due to layoff. Should the employee subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement; however, the vacancy may be staffed temporarily pending processing of the PERS reinstatement request.

j. Any classified employee's bargaining unit position that has been eliminated due to lack of funds or lack of work shall not subsequently be filled by employees outside the classified service or bargaining unit, or by work experience students, or volunteers.

k. Any classified employee who is laid off or whose hours are reduced and who is available and desires substitute work assignments shall be granted substitute work assignments over all other substitutes in classes for which he/she may be qualified.

l. Any bargaining unit employee who is laid off for the wrong reasons shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and
Section 6. Benefits

a. For those bargaining unit employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.

b. Any employee shall receive health and welfare benefits for three (3) months following the layoff.

c. The District will provide up to forty (40) hours of paid release time to participate in job interviews and other approved job-search activities.

d. Preference for substitute employment shall be given to laid-off unit members during the 39-month reemployment period. If called for substitute work, these persons shall receive their former rate of pay when the substitute work is in their former classification.

e. Services of the Career Development Center will be offered free of charge to all laid-off unit members. Paid release time will be granted to complete the Career Development Center job placement-training program.

f. Employment announcements will be sent to each laid-off worker for a period of twenty-four (24) months following layoff, provided that every six (6) months the worker must notify the Human Resources/Classified Department of the desire for continued mailings.

g. The District agrees to provide clerical assistance to persons scheduled for layoff for the purpose of resume preparation. Additionally, the Director of Human Resources/Classified, will prepare a letter of reference, if requested by a unit member scheduled for layoff.

h. Upon return to regular employment during the 39-month reemployment period, all time during which a unit member was on involuntary layoff status shall be counted to include step increases and service credit.

i. A unit member who leaves the employment of the District, in contemplation of layoff, shall have his/her name placed on the appropriate reemployment list. This action shall result in such employees having reemployment rights equivalent to those employees actually laid off.

Section 7. Completion of Meet and Negotiations on Impacts and Effects

This provision shall be the complete settlement of all decisions by the District related to layoffs, reemployment, voluntary reduction in hours in lieu of layoffs, voluntary demotions in lieu
of layoff, and the impacts and effects of all these matters. Prior to implementation the District shall meet and confer with SEIU within a reasonable time after a firm decision regarding the impacts and effects of all issues related to layoffs, reemployment, voluntary reduction in hours in lieu of layoffs, and voluntary demotions in lieu of layoff not already mentioned in this article; however, the parties agree that even absent agreement on the resolution of the impacts and effects, the issues shall not be subject to the statutory impasse procedures specified by EERA including mediation and factfinding and the District is entitled
to implement the changes after expiration of the sixty (60) calendar day period.
ARTICLE 18 - REPLACEMENT OR REPAIR OF PROPERTY

The District shall pay to the member the cost of replacing or repairing property of a member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the member, if such property is stolen from the member by robbery or theft while he/she is acting within the course and scope of employment on the school premises or on a school-sponsored activity. If the property is damaged beyond repair or stolen, the actual value of such property may be paid. The value of such property shall be determined as of the time of the damage thereto or the robbery or theft. The District shall pay claims of not less than $10 or more than $500.

Payments shall be based on the following:

a. A request for reimbursement for damaged or stolen personal property shall be submitted on the proper form and filed with the Business Office within 15 days of the date of loss and shall be signed by the employee’s immediate supervisor. The Business Office shall conduct such investigation as may be necessary. The value for repair or replacement of damaged or stolen personal property will be reimbursed only with evidence of a receipt for the repair or replacement value of the property damaged or stolen and must be submitted with the signed claim.

b. Reimbursement for damaged or stolen personal property used in the school or office is provided only when the value of the property was agreed upon both by the person bringing the property and the administrator and when approval for use of the property was given on the appropriate form before it was brought to the school or office.

c. Damage to a unit member’s vehicle due to vandalism shall be paid if the site administrator has reasonable cause to believe that the damage occurred on the school site. Reimbursement for damage to an employee’s vehicle will be made upon submission of the proper District form signed by both the employee and the site administrator. Vandalism shall include, but not be limited to, slashed tires, stolen batteries, or broken windows. Vandalism shall not include damage to an employee’s vehicle caused by another vehicle operator, unless that operator is a District employee. Reimbursement will be limited to the employee’s personal insurance deductible up to five hundred dollars ($500) per each incident, providing a police report is filed and two estimates for repair are obtained and submitted to the Business Office with the claim.
form within fifteen (15) workdays of the incident.

In the event the member is paid the costs of replacing or repairing such property or the actual value of such property, the school district shall to the extent of such payments be subrogated to any right of the employee to recover compensation for such damaged or stolen property.
ARTICLE 19 - PROFESSIONAL ADVANCEMENT INCENTIVE/GROWTH PROGRAM

Section 1. Objectives of Program

The Governing Board recognizes that classified employees are an integral part of the Grossmont Union High School District and that due to rapidly changing and increasingly technical and complex demands on such staff there is a defined need for continuing education. To encourage continuing education, the District agrees to recognize, through salary increments, the professional growth efforts of its classified employees.

Section 2. Course Content

Professional growth may include educational activities which increase knowledge and skills in the employee’s regular assignment or enhance his/her qualifications for promotional opportunities, increase awareness and understanding of fields related to the employee’s area of assignment, or result in an increased awareness of human and social factors which have application to the employee’s assignment.

Section 3. Institutions and Course Credit

Credit toward professional growth increments may be earned through colleges, adult schools, vocational training programs, or through attendance at special seminars or training sessions. To receive professional growth credits, all courses and hours must be taken outside the employee’s established District hours of employment, unless the Professional Growth Committee rules that special circumstances are involved. All courses must be approved by the Professional Growth Committee to count towards a professional growth salary increment.

Section 4. Professional Growth Increments - Eligibility

Fifteen (15) hours of class time shall equal one (1) point, and fifteen (15) points (225 hours of class time) shall entitle the employee to a twenty-five dollars ($25) per month worked increment, provided that a grade of “C” or better is received (pass/credit is acceptable for non-graded courses). Employees may earn up to a maximum of four (4) increments totaling one hundred dollars ($100) per month worked. Points may be earned only for approved courses begun on or after December 1, 1986, and increments will be prorated for part-time employees.

After verification of credits by the Human Resources Department, increments will be paid
on the following month’s warrant.

**Section 5. Professional Growth Committee**

A SEIU-appointed unit employee and the Director of Human Resources shall comprise the Professional Growth Committee.
ARTICLE 20 – WORKPLACE ABUSE PREVENTION

SEIU and GUHSD are committed to providing a workplace where all employees, regardless of their classification or play status, are treated by supervisors and managers in a manner that maintains accepted standards of human dignity and courtesy.

I. Civility

In order to provide a safe, caring and orderly environment, Unit Members expect civility from all who engage in school activities. Mutual respect, professionalism and common courtesy are essential qualities that all need to demonstrate in promoting an educational and work environment free from disruptions, harassment, aggressive actions and bullying.

II. Process

While this article is not subject to the Grievance Procedure set forth in Article 4, the parties agree that SEIU shall have the right to pursue a complaint under the complaint procedures contained in Board Policies and Administration Regulations in its own name on behalf of a unit member or members regarding abusive conduct as defined in AB 2053 and Section 12950.1 of the Governing Code, relating to employment.
ARTICLE 21 - AMENDMENTS TO AGREEMENT

Any additions or changes in this Agreement shall be by the mutual consent of the parties and will not be effective unless reduced to writing and properly ratified and signed by both parties.
ARTICLE 22 - REOPENING OF AGREEMENT

Section 1. Reopening

The collective bargaining Agreement shall be reopened and negotiations commenced in applicable, interim years during the term of multi-year agreements, on the matters of salary and health and welfare benefits. Additionally, both the District and SEIU may each select three (3) other articles for reopening.

Section 2. Completion of Meet and Negotiations

Except for the conditions described under Section 1 of this article, the Union expressly waives and relinquishes the right to meet and negotiate during the term of the Agreement, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement.
ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2018, through and including June 30, 2021, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of the request to modify, amend, or terminate the Agreement.

This Agreement became effective on July 1, 2018.


For SEIU, Local 221:

Shane Brinton, Chief of Staff, SEIU Local 221
Elena Long, President, GUHSD Chapter, SEIU Local 221
James Bellatti, Secretary, GUHSD Chapter, SEIU Local 221

For the District:

Dr. Timothy Glover, Superintendent
Dr. Terry Stanfill, Assistant Superintendent, Human Resources
Randy Montesanto, Director, Human Resources
Trudy Sandoval, MSF, Granite Hills High School
Manuel Aldama, GUHSD Custodial Supervisor
APPENDIX 1

EVALUATION FORM
### Report of Performance for Classified Employee

**Rating Period:** From: ______ To: ______

**Name:** ____________________

**Position:** ____________________

**Grossmont Union High School District**

---

**Section A**

Record job **STRENGTHS** and superior performance incidents:

- Observance of Work Hours
- Attendance
- Safety Practices
- Public Contacts
- Employee Contacts
- Communication
- Knowledge of Work
- Work Judgements
- Planning and Organizing
- Job Skill Level
- Quality of Work
- Volume of Acceptable Work
- Meeting Deadlines
- Accepts Responsibility
- Accepts Direction
- Accepts Change
- Effectiveness under Stress
- Appearance of Work Station
- Operation/Care of Equipment
- Work Coordination
- Initiative
- Learning Ability
- Planning and Organizing
- Scheduling and Coordinating

---

**Section B**

Record specific work performance **DEFICIENCIES**:

1. Observance of Work Hours
2. Attendance
3. Safety Practices
4. Public Contacts
5. Employee Contacts
6. Communication
7. Knowledge of Work
8. Work Judgements
9. Planning and Organizing
10. Job Skill Level
11. Quality of Work
12. Volume of Acceptable Work
13. Meeting Deadlines
14. Accepts Responsibility
15. Accepts Direction
16. Accepts Change
17. Effectiveness under Stress
18. Appearance of Work Station
19. Operation/Care of Equipment
20. Work Coordination
21. Initiative
22. Learning Ability
23.
24.

---

**Section C**

Record specific **GOALS** or **IMPROVEMENT PROGRAMS** to be undertaken during next evaluation period:

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**Section D**

Record **PROGRESS ACHIEVED** in attaining previously set goals for improved work performance in personal or job qualifications:

---

**EVALUATOR:** I certify this report represents my best judgement

**FOR EMPLOYEES WHO SUPERVISE OTHERS**

- Planning and Organizing
- Scheduling and Coordinating
- Training and Instruction
- Productivity
- Evaluating Subordinates
- Judgments and Decisions
- Leadership
- Operational Economy
- Supervisory Control
- Equal Opportunity Efforts

---

**EMPLOYEE** I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement with the ratings and that I have the right to attach my comments to this report before it is entered into my Personnel Department Record.

---

Comments attached ___ yes ___ no
I request supervisor review of assigned ratings ___ yes ___ no

---

**Date**

---

**Employee’s Signature**
INSTRUCTIONS FOR PREPARING PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES

An Evaluation Report Shall Be Completed For:

Probationary Employees  Reports to be completed at or near the second and fourth month of employment and, if necessary, a final report shortly before the completion of the probationary period.

Permanent Employees  Permanent classified employees will be evaluated as directed by the Director of Human Resources.

The Person Making the Evaluation Report:

The ratings in this report are to be made by the supervisor immediately responsible for the employee’s work.

Definition of Columns:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tr>
<td>Superior</td>
<td>Consistently competent performance at a level significantly exceeding normal standards for the position.</td>
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<tr>
<td>Above Average</td>
<td>Meets and generally exceeds the normal standards for the position.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Consistently meets and may occasionally exceed the standards of performance expected for the position.</td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Work performance generally below the standard required and expected for the position.</td>
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<tr>
<td>Not Satisfactory</td>
<td>Performance clearly inadequate in one or more critical areas. Disciplinary action should be recommended for continued unsatisfactory work.</td>
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Note: Ratings of “Needs Improvement” or “Not Satisfactory” must be clearly explained under section “B.”

The Evaluator is Required To:

1. Make all evaluations in triplicate. Evaluations must be typed or legibly written in ink by the evaluator. Any section that is not completed shall be indicated as not applicable (N/A).

2. Hold a conference with the employee to:
   a. Explain the basis for the specific evaluation
   b. Make suggestions for changes or improvement where appropriate
   c. Explain to probationary employee the purposes and uses of the performance evaluation report
   d. Obtain the signature of the employee
APPENDIX 2

SALARY SCHEDULE
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<th>Salary Range</th>
<th>Groundskeeper</th>
<th>Custodian</th>
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<th>Custodial/Groundsworker</th>
<th>Campus Utilityworker</th>
<th>Grounds Leadworker</th>
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