

**Santa Cruz Council Of
Classified Employees
Local 6084
And
Santa Cruz City Schools**



Agreement 2018 - 2021

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July 15, 2020
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ARTICLE I AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the SANTA CRUZ CITY SCHOOLS, hereinafter referred to as "District", and the COUNCIL OF CLASSIFIED EMPLOYEES, and its SANTA CRUZ LOCAL 6084, hereinafter referred to as "SCCCE".

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

The term "Agreement" as used herein means the written agreement provided under Section 3540.1, subdivision (h) of the Government Code.

The duration of this Agreement shall be from July 1, 2018 through June 30, 2021. During the years that we are in contract each Party may reopen negotiations on salary, benefits and two (2) articles. In addition, any articles that were not completed in the previous year, may be brought forward for negotiations upon mutual agreement.

SCCCE shall submit its proposed reopeners no later than February 16. The District shall submit its proposed reopeners no later than February 28. SCCCE may open negotiations on a successor agreement by submitting its proposed openers no later than February 16. The District may submit its proposed openers no later than February 28.

ARTICLE II RECOGNITION

- A. The District recognizes the SCCCE as the exclusive representative for all employees in the Classified Employees Bargaining Unit.
- B. The Classified Employees Unit consists of all employees as stated in the listing of positions set forth in Appendix "A" of this agreement. SCCCE and the District shall annually update bargaining unit positions no later than October 1 of each year.
- C. This agreement applies only to employees in the above described representation unit.
- D. All newly created positions, except those lawfully designated as certificated, management, supervisory, confidential, limited-term, provisional, substitute, student employees, noon duty supervisors, and professional experts shall be assigned to the bargaining unit. Disputed cases shall be submitted to the PERB for resolution and shall not be processed as grievances.

ARTICLE III NON-DISCRIMINATION

Neither the District nor the Union shall discriminate against any officer or employee of the District on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, domicile, marital status, sexual orientation, physical or mental impairment, or for membership or participation in the activities of an employee organization.

ARTICLE IV RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

- A. Use of District Facilities
 - 1. SCCCE shall have reasonable use of facilities, including bulletin boards.
 - a. Pursuant to Civic Center Act requirements, submission of a written request and approval of the Employer or designated representative shall be required for the use of all buildings or rooms. The SCCCE President or designee shall make written requests for use of facilities.

ARTICLE IV- RIGHTS OF THE EXCLUSIVE REPRESENTATIVE (continued)

- b. Reasonable use of District equipment may be provided. A reasonable charge may be assessed SCCCE for the duplicating of public documents and/or SCCCE materials.

B. Notices of SCCCE Activities

SCCCE may post notice of activities and matters of organization business on designated bulletin boards at each school site. SCCCE may make reasonable use of the District mail services, including electronic mail and employee mailboxes for communication with the employees.

C. Access to District Employees

District employees who are authorized representatives of SCCCE shall be permitted access to areas in which employees work in order to transact lawful Union business at times when the employees are not rendering services to the District. SCCCE representatives shall notify their supervisor twenty-four (24) hours prior to leaving their job site when conducting union business. SCCCE will provide a list of the authorized list of representatives to the District every year as a result of their elections.

D. SCCS Board of Education Agenda

The District shall provide the SCCCE President an electronic copy of the Board Agenda and support material, with the exception of confidential matters, at the same time the material is sent to the Board.

E. Employee Information

1. Names, addresses, and telephone numbers (if released by employees) of all employees shall be provided to the SCCCE on a biannual basis. The

District shall provide the SCCCE with a list of all newly employed and newly terminated employees in each Board Book.

2. On or about October 1, but no later than October 14th, of each school year, the District shall furnish the SCCCE with a list indicating the placement of employees on the respective salary schedule as of October 1st.

F. Distribution of Agreement

After an updated contract is signed by the union president and the superintendent of schools an electronic copy shall be distributed by the district to each employee. The District shall distribute an electronic copy to new employees upon employment.

ARTICLE V

ORGANIZATION AND SECURITY

- A. SCCCE shall have the sole and exclusive right to have membership dues or service fees deducted for employees in the bargaining unit by the District. The District shall, with union approval and upon appropriate written authorization from the employee, deduct and make appropriate remittance for insurance premiums, credit union payment, charitable donations, C.O.P.E. contributions, or programs jointly approved by the SCCCE and the District. SCCCE is the only one who can inform the district who is or is not a union member
- B. SCCCE shall indemnify, defend, including reasonable attorney's fees and hold the District harmless from any claims made of any nature and against any lawsuit instituted against the District arising from the enforcement of this article.
- C. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission. SCCCE must approve all union related changes.
- D. AB119 – Employee Orientation Bill

SCCS will provide at least ten (10) days in advance notice of all new employee orientations and provide an exclusive representative. The notice can only be shortened where there is an urgent or unforeseen critical need to do so. Possible circumstances include employees needing to work, positions needing to be filled immediately, and other immediate needs for employees or the district.

Notice of new employee orientations will be emailed to the appropriate union representative(s) who are appointed by the union to participate in the orientations; the union president will be copied on the email. Union release time will be granted to the representative even if the supervisor is not given the contracted 24 hours' notice to do union business.

The union representative will be allowed to give up to a 30 minute presentation at the beginning of the orientation. No representative of management shall be present. The orientation will be held in a private setting.

The employer shall include a membership authorization from, approved by the union, in all new hire packets.

The employer must provide to the union the following information within 30 days of hire of any new employee or by the first period of the month following hire; name, job title, department, work location, work, home and personal cellular telephone numbers, personal email address and home address. Gov't Code 3558.

The employer must also provide this information every 120 days. The parties are free to agree different intervals, but the employer must still provide the information.

ARTICLE VI HOURS AND OVERTIME

A. Work Week

1. The work week shall consist of five (5) days, of eight (8) hours per day and forty (40) hours per week. Exceptions will be those whose job assignments designate time schedules outside of those indicated above. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District. Bargaining unit members may request the adjusting of their work week to a ten (10) hour day, forty (40) hour, four (4) consecutive day work week during any and all weeks when pupil attendance is not required. Such requests are to be submitted in writing to the employee's immediate supervisor. The employee's immediate supervisor shall approve or disapprove such a request with-in two weeks of request. When such a four (4) day work week is established the overtime rate shall be paid for all hours worked in excess of the required work day of ten (10) hours and/or the required work week of forty (40) hours.
2. Employees' time sheet will reflect actual days and hours worked.

B. Work Day

The length of the work day shall be designated by the District for each classified assignment at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

C. Lunch Periods

Employees shall be entitled to a non-paid, duty free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period not less than one-half (.5) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. A schedule will be created to best meet the needs of employees and allow administrators to schedule employees to ensure coverage in the office/department at all/crucial times.

D. Rest Periods:

1. Employees shall be granted rest periods which, in so far as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. In the case of six (6) hour employees, rest periods shall be at the rate of ten (10) minutes per three (3) hours worked.
2. Specified periods may be designated when the operations of the District require someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by the Supervisor after consultation with the employees involved.
3. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employees.

ARTICLE VI- HOURS AND OVERTIME (continued)

E. Work Year for Employees:

1. Each base work year for ten (10), eleven (11) and twelve (12) month employees includes workdays, earned vacation days and negotiated holidays. For nine (9) month employees only, the base work year includes workdays and negotiated holidays, earned vacation days are averaged within the monthly paycheck.
 - a. 12 Month - Twelve (12) month employees base work year will vary from 260 days to 262 days, depending on how the days of the week fall during the year.
 - b. 11 Month - With the average work year equal to 261 days, the eleven (11) month work year will be 261 days minus twenty two (22) days, with twenty two (22) days being the equivalent of one (1) month. Therefore, eleven (11) month employees will be paid for a 239 day base year. Starting in 2016-17, a calendar will be provided to ensure a common start and end date, and includes all regular school holidays.
 - c. 10 Month - With the average work year equal to 261 days, the ten (10) month work year will be 261 days minus forty four (44) days, with forty four (44) days being the equivalent of two (2) months. Therefore, ten (10) month employees will be paid for a 217 day base year. Starting in 2016-17, a calendar will be provided to ensure a common start and end date, and includes all regular school holidays.
 - d. 9 Month - Nine (9) month employees work for 180 days and have fifteen (15) paid holidays. Therefore, nine (9) month employees will be paid for a 195 day base work year. Nine (9) month employees working less than 180 days as a result of layoff or voluntary reduction in hours work their assigned number of days, have fifteen (15) paid holidays and earned vacation days.
2. All employees will be provided a set work year calendar that includes a common start and end date, and all regular school holidays. Transportation will be given a separate department calendar.
3. Total compensation for the year will be calculated for each employee. When an employee begins their work year by working a partial month, he or she will be paid according to the payroll system generated calculation. The usual number of paychecks will be:
 - a. 12 Month Employees - receive twelve (12) month-end paychecks.
 - b. 11 Month Employees - receive eleven (11) month-end paychecks.
 - c. 10 Month Employees - receive ten (10) month-end paychecks.
 - d. 9 Month Employees - receive ten (10) month-end paychecks.
4. Salaries will be calculated based on an hourly wage, as specified in the salary schedule. At all times, there will be a five percent (5%) increase between steps, and two and one half percent (2.5%) increase between ranges, except what was negotiated in August 2018.

ARTICLE VI- HOURS AND OVERTIME (continued)

F. Overtime

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay of the employee. Overtime is defined as any work authorized, suffered or permitted in excess of eight (8) hours in one day, unless an employee regularly works a ten (10) hour day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Any hours worked immediately prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time shall be paid as overtime and not compensated under J. "Minimum Call-in and Call-Back Time" below. Overtime must be approved in advance by the supervisor.

1. Employees shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
2. All hours worked on holidays designated by this agreement shall be compensated at two and one-half (2.5) times the regular rate of pay.
3. Employees shall have the right to refuse overtime, except in cases of emergency as determined by the site administrator or supervisor. When employees are required to work overtime due to a declared emergency by the site administrator or supervisor, they shall be compensated at two and one-half (2.5) times the regular rate of pay.

G. Shift Differential - Reduction in Hours

Any full time employee whose assigned work shift commences between 2 p.m. and 3 a.m. shall receive a shift differential in the form of an assigned shift of seven and one half hours (7.5) for which he/she shall be paid eight (8) hours at the regular rate.

H. Overtime for Employees Receiving a Reduction in Hours as a Shift Differential

An employee whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate for all hours worked in excess of seven and one-half (7.5) in any one day or on any one shift or in excess of thirty seven and one-half (37.5) hours in any calendar week whether such hours are worked prior to commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time.

I. Compensatory Time Off

An employee assigned to work overtime may make a request for compensatory time off at time and one half (1.5) rather than overtime pay. The employee may reconsider the request for compensatory time off and request payment in lieu of the time. It is understood that approval of this request is made by the supervising budget manager.

ARTICLE VI- HOURS AND OVERTIME (continued)

J. Minimum Call-In and Call-Back Time

Any employee called to work on a day when the employee is not scheduled to work or called back to work after completion shall receive a minimum of two (2) hours pay at the appropriate rate of pay irrespective of the actual time spent. Any employee called to work while said employee is on the work site shall be paid pursuant to overtime provisions as set forth in F. above. Any employee called back to work after 11 p.m. on a night preceding a regularly scheduled work day shall receive in addition to their compensation herein contained, the right to one (1) hour compensatory time off to be taken at the discretion of the employee, either at the beginning or end of their next regular work shift. The employee will inform his/her supervisor when he/she will take the compensatory time off.

K. Adjustment of Assigned Time

Any employee who works at a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days shall have his/her basic assignment changed to reflect the longer hours.

ARTICLE VII VACATIONS

A. Employees shall earn vacation at the prescribed rate as part of his/her compensation. Employees, who are on leave to serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

B. Vacation shall be earned at the rate of one (1) day per month based on FTE, not including overtime. After five (5) years of regular service, an employee shall earn vacation at the rate of one and one half (1.5) days per month based on FTE. After ten (10) years of regular service, an employee shall earn two (2) days per month based on FTE.

C. Earned vacation shall not become a vested right until completion of the original probationary period.

D. All vacation shall be taken in the calendar year earned. Commencing on June 30, 2014, accumulated vacation, during the current academic year, may not be carried over to the subsequent year.

If the work schedule as determined by the supervisor does not permit an employee's vacation request to be accommodated, then the employee shall have the right to request to be reimbursed for any accrued vacation prior to the beginning of the subsequent year.

E. All vacation requests may be submitted to supervisor starting March 1st and shall be due by June 1st, with exception for people who are hired after June 1st. Efforts shall be made to enable vacation to be taken at employee convenience, consistent with the needs of the District/Site and the workload of the department. Vacation schedule conflicts within the same department shall be resolved by granting preference to the employee on a first come/first serve basis. When a classified employee has accrued 30 days of vacation documented and verified in payroll, at the supervisor's discretion, an employee can be required to take vacation.

F. When an authorized holiday falls during the scheduled paid vacation of an employee such holiday shall not be counted as a vacation day and the employee shall receive his/her regular rate of pay for such authorized holiday.

ARTICLE VII- VACATIONS (continued)

- G. The rate at which vacation is paid shall be the employee's current rate. If a regular employee works during the summer he/she shall receive vacation pay at the same rate as he/she received regular pay during the regular academic year. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.
- H. Upon separation from service, an employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable.
- I. When an employee has accumulated vacation credits and an emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Superintendent. The Superintendent may authorize payment in lieu of vacation credit earned during the period of emergency.

ARTICLE VIII HOLIDAYS

- A. Holidays for the school year shall be as follows:

Independence Day
Labor Day
Veterans' Day
Thanksgiving* (Wednesday, Thursday and Friday)
Winter Break
New Year's Day
Martin Luther King, Jr. (Observed)
Lincoln's Birthday (Observed)
Presidents' Day
Memorial Day

* Starting in the 2020-21 school year, the existing ½ day (floating holiday) will be combined with an additional ½ day holiday. This holiday will be added to all classified work calendars on the Wednesday before Thanksgiving.

The Union and the District shall meet no later than April 15th to establish the annual calendar with respect to the holidays listed above. The District will notify employees of those exact dates at the beginning of each new school year.

- B. Additional Holidays

Each day declared by the President or Governor of the State as a legal holiday for school employees or any day declared as a holiday by the Governing Board under applicable laws shall be a paid holiday for eligible employees.

- C. Holidays on Saturday or Sunday

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

ARTICLE VIII- HOLIDAYS (continued)

- D. An employee shall be in paid status on the workday immediately preceding or succeeding the holiday to be paid for that holiday.

Employee's who are not normally assigned to duty on the winter holidays and New Year's Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of normal assignment immediately preceding or succeeding the winter holiday period.

ARTICLE IX WAGES

- A. Current employees shall be paid in accordance with the schedule outlined in Appendix C.

1. For 2019-20, a 2.5% raise on salary schedule for unit members as of April 30, 2020 and retroactive to July 1, 2019. This does not include those paid on EWA's. In addition, a one time .5% off the salary schedule (based on the new salary after the 2.5% has been applied).
2. For the 2017-2018 and 2018-2019 school year, the District shall pay for a mandatory professional development day to be added to the 9 month calendar at the SCCCE daily rate of each 9 month staff member for professional development purposes. Content of this additional day is at administration discretion. This day shall be added to the 9-month calendar and the employee compensation for the added day shall be applied to the salary schedule for the years noted above.
3. The District and SCCCE shall reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2016-2017 and 2017-2018 school year to determine if there is an increase in the unrestricted reserve greater than 2% between the estimated actuals and unaudited actuals that could be committed to further increases to the SCCCE in either ongoing or onetime funds.
4. An employee's anniversary date (date hired in their current position) for step increases and hire date (date hired into the District) for longevity and earned vacation increases, will be July 1st for employees with dates between July 1st and December 31st; January 1st for employees with dates between January 1st and June 30th.

- B. Longevity Plan

An employee who completes six (6) years of continuous service shall receive three percent (3%) of his/her current salary per month. An employee who completes ten (10) years of continuous service shall receive three percent (3%) of his/her current salary per month, for a total of six percent (6%) (6.09% compounded). An employee who completes fifteen (15) years of continuous service shall receive three percent (3%) of his/her current salary per month for a total of nine percent (9%) (9.27% compounded). An employee who completes twenty (20) years of continuous service shall receive three percent (3%) of his/her current salary per month, for a total of twelve percent (12%) (12.55% compounded).

- C. Staff Development – Instructional Technicians and Learning Assistants

SB 1193 guarantees the District compensation for each instructional technician and learning assistant who regularly works in the classroom and who attends a District provided staff development day. Instructional technicians and Learning Assistants who participate in staff development activities as outlined in SB 1193 will be entitled to differential pay at the rate of an instructional technician, Step 6, plus maximum longevity.

ARTICLE IX- WAGES (continued)

D. Meals and Lodging

1. An employee, who as a result of work assignment is required to obtain overnight lodging, shall be reimbursed the reasonable cost of such lodging.
2. An employee, who as a result of work assignment is outside his regularly assigned work area during the following meal times, shall be reimbursed for the reasonable cost of meals while on assignment:

Breakfast: 6:00 a.m.-8:00 a.m., Lunch: 12:00 p.m. - 1:00 p.m.,
Dinner: 5:30 p.m.-7:30 p.m.

3. Whenever reasonable, the District shall provide a travel allowance.

E. Replacement or Repair of Personal Property

The District may reimburse an employee for replacement or repair of personal property approved by the immediate supervisor to be used in performing assigned duties under the following conditions:

1. Personal items such as clothing, eye glasses, etc., that have been damaged or destroyed due to an altercation or incident may be paid for by the District to a maximum of \$300 per occurrence. This limit may exceed with the approval of the superintendent or designee. Proof of loss/damage shall be required. A District incident report must be filled out and submitted. Any money recovered through insurance shall be deducted from the amount due. Payment will not be made for any item with a value of \$25.00 or less at the time of damage, nor any payment be made for repairs for \$25.00 or less. The maximum payment for any one damage shall not exceed \$300.00.
2. The damage shall be reported in writing within twenty-four (24) hours to the employee's supervisor. This written report shall include a description of the item damaged, where, when, and how it could have been prevented and the approximate value at the time of damage.
3. The employee's supervisor shall submit recommendations and the employee's report to the Assistant Superintendent of Business with a copy to the Human Resources Office.
4. The Assistant Superintendent may accept the supervisor's recommendation or request additional information. If the Assistant Superintendent recommends approval, a purchase order shall be made out to the employee to replace or repair the damaged item. The value of such items shall be determined as of the time of damage and shall include normal allowance for depreciation.
5. An employee may appeal the decision of the Assistant Superintendent to the Superintendent, whose decision is final.
6. The employee shall assign to the District the right of subrogation to the extent of any payment made by the District.

ARTICLE IX- WAGES (continued)

F. Reimbursable Expenses

1. Upon prior approval from the Human Resources Office, the District will pay or reimburse permanent employees for the following expenses when required by the District to maintain their employment status. If the District provides the class and/or services on paid time, the employee will not be reimbursed for the expenses.
 - a. The fee for a first aid class to maintain a current first aid certificate.
 - b. The fee for a tuberculosis (TB) test (at district contracted locations)
 - c. The tuition and materials fees for the classroom instruction hours required by law to renew a California School Bus Driver's Certificate.
 - d. The license fee to renew a California School Bus Driver's Certificate.
 - e. The expense of the physical examination required by law for School Bus Drivers.
 - f. Any other certificate or degree required to perform assigned duties will be determined on a case by case basis.
2. In the event approval as described above is denied the Human Resources Office shall offer the affected employee an alternative training program encompassing classes and/or services.

G. Out of Class Pay

An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

1. An employee assigned the duties of a position other than his/her regularly assigned position, shall have his/her salary adjusted upward for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein, unless the duties reasonably relate to those fixed for the position by the Board.
 - a. Out of class pay will be granted on the second occasion per year consisting of three (3) consecutive days in the same position.
 - b. Employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
 - c. If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step on which he/she is assigned in his/her regular classification.
 - d. In no event shall an employee working out of classification receive less than five percent (5%) above his/her regular rate of pay.

A. Cost of Health Benefits 2019-2020

1. As agreed, upon in 2019-2020, SCCS will freeze the health and welfare benefits contribution at the 2019-2020 District Base Rate. See Appendix F for Base Rate
2. For full-time bargaining unit members thirty-five (35) to forty (40) hours per week effective July 1, 2020, the District Base Rate contribution to medical insurance for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier, coverage shall be as follows:

Employee Only:	\$987.10
Employee Plus One:	\$1,902.30
Family:	\$2,652.40

Unit member who selects a plan that is more expensive than the District Base Rate, the unit member shall pay the full difference between the District's Base Rate contribution and the plan chosen by the employee.

3. For part-time bargaining unit members working twenty (20) to thirty-four (34) hours per week effective July 1, 2020, the District Base Rate contribution to medical insurance for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier, coverage shall be as follows:

Employee Only:	\$987.10
Employee Plus One:	\$1,845.43
Family:	\$2,495.42

Unit member who selects a plan that is more expensive than the District Base Rate, the unit member shall pay the full difference between the District's Base Rate contribution and the plan chosen by the employee.

Effective July 1, 2020, unless otherwise negotiated, the District will pay 70% of any annual rate increases for the unit member working from twenty (20) to forty (40) hours per week. The remaining 30% of any increases shall be paid by the unit members. SCCCE will only pay the 30% up to an 8% increase to the Base Rate: SCCS will cover 100% of the increases over 8%.

3. For all bargaining unit members working twenty (20) to forty (40) hours per week, the District shall pay the full cost for a dental plan and vision plan, for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier. The District will pay the full cost of life insurance and disability insurance for the employee. The District shall pay the premium increases for these plans.
4. For the 2020-21 school year, 80% of savings from benefit changes will be negotiated for the salary schedule in 2020-21.

- C. The Health Benefit Committee will meet annually to determine the plans to be offered by the District and strive to convene the meeting within 30 days of receiving the new rates.
- D. The District will offer an IRC (Internal Revenue Code) Section 125 Plan to all unit members at the member's expense.

ARTICLE X- HEALTH AND WELFARE BENEFITS (continued)

E. Retired Employees

1. An employee hired prior to August 1, 1991, with twenty (20) years of service who retires from PERS and the District at age fifty eight (58) shall be provided family medical, insurance coverage until age sixty five (65)*. An employee with fifteen (15) years of service who retires at age sixty (60) shall be provided family medical, insurance coverage until age sixty five (65)*. An employee with ten (10) years of service who retires at age sixty two (62) shall be provided family insurance coverage until age sixty five (65)*. The District will continue to cover employees who retired prior to this contract as agreed in the 1975-76 agreement. Vision and dental insurance coverage are offered at employee's cost to all retirees at the District's rates.

2. An employee hired on or after August 1, 1991, with twenty (20) years of service who retires from PERS and the District at age fifty eight (58) shall be provided with individual medical insurance coverage until age sixty five (65)*; an employee with fifteen (15) years of service who retires at age sixty (60) shall be provided with individual medical coverage until age sixty five (65)*; an employee with ten (10) years of service who retires at age sixty two (62) shall be provided with individual medical coverage until age sixty five (65)*.

*An employee who retires may continue their medical insurance after age sixty five (65) at their own expense subject to the requirements of the carrier.

3. District to maintain medical insurance coverage at the rate that is in effect at the time of retirement. The retiree will pick up any increase in rate after date of retirement.

ARTICLE XI GRIEVANCE PROCEDURE

A. Purpose

This grievance procedure shall be used to process and resolve grievances arising under this agreement. Problems that arise under written policies or rules of the Personnel Commission not within this agreement shall be processed through normal administrative channels or in accordance with Personnel Commission rules and not processed through this grievance procedure.

B. Definition

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by terms of this agreement are not within the scope of this procedure.
2. A "grievant" is a member or members of the representation unit covered by this agreement who files a grievance. SCCCE shall have the right to file a grievance on behalf of an individual member(s) or Local 6084.
3. A "day" is any day in which the District Office is open for business.

C. Time Limits

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.

D. Informal Level

Within ten (10) days after the grievant knew or by reasonable diligence would have known of an event or circumstances occasioning the alleged grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

E. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion.
2. The formal document shall be a clear, concise statement of the grievance citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.
3. Within ten (10) days after filing of the formal grievance, the immediate supervisor/manager shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee. The grievant may file a copy with the SCCCE.

ARTICLE XI GRIEVANCE PROCEDURE (continued)

2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within ten (10) days after the appeal is filed, the Superintendent or his/her management designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Level III - Advisory Arbitration

1. Arbitration: In the event that the grievance is not resolved at Level II, SCCCE may submit a request in writing that the grievance be submitted to advisory arbitration. The request shall be made within five (5) working days of the receipt of the response at Level II or the failure of the District to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the parties shall request a list of arbitrators from the California Mediation and Conciliation Service and shall select an arbitrator from that list either by mutual agreement or by the alternate striking of names.
2. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally, except that if the Board does not comply with recommendation of the arbitrator, the District shall pay the entire arbitrator and court reporter fees. Any additional expenses shall be borne by the party incurring such expense.
3. The arbitrator shall have no authority to add to, delete or alter any provisions of this agreement but shall limit his/her decision to the application and interpretation of its provisions.
4. The arbitrator shall rule upon the issue of arbitrability, if there is such an issue, prior to hearing the merits of the grievance.
5. The Board of Education shall review the written record and render a final decision no later than the second regular meeting following receipt of the recommended decision. The grievant, upon written request to the Board, may request to appear before the Board in executive session before a final decision is rendered to present an oral argument. Such oral argument shall not include introduction of additional evidence.
6. Grievants may, at their discretion, bypass advisory arbitration and proceed directly to a hearing before the Board, in which case the Board shall hear arguments and consider any evidence presented.

H. Miscellaneous

1. Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievance may be appealed to the next level.
2. Conference: Grievants shall have the right to a conference upon request, at each level. A conference is defined as a meeting or consultation between the unit member and a representative of the District.
3. Records: All records of the proceeding shall be retained by the Human Resources Department.

ARTICLE XI GRIEVANCE PROCEDURE (continued)

4. Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
5. Representation: Each party may be accompanied by a conferee at each level of the grievance procedure.
6. Pay: A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay.
7. Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Initiate Grievance - Level II - If a grievance arises from action or inaction on the part of a member of the administration at a level above the manager or immediate supervisor, the aggrieved person may submit such a grievance in writing to the Superintendent or his/her designee.
9. Forms: Forms for filing and processing grievances shall be prepared by the Administration.
10. Grievance Without Intervention: An employee may present a grievance without the intervention of the SCCCE as long as it is not inconsistent with the terms of this agreement; provided that the District shall not agree to a resolution of the grievance until the SCCCE has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
11. Discharge of Duties: The grievant shall continue to discharge his/her duties and comply with the direction of the administration until the grievance is resolved.
12. Multiple Grievants: When the same grievance is filed by more than two (2) grievants, SCCCE shall be responsible for processing the grievance with no more than two (2) such grievants being provided release time for processing such common grievance. The names of all grievants shall appear on the grievance processing form. This procedure shall not supersede an individual grievant's right to process a grievance without SCCCE intervention as set out in 10 above.

ARTICLE XII SAFETY CONDITIONS

- A. An employee shall report in writing alleged violations of safe work conditions to the nearest Site Administrator. For conditions the employee believes are emergency in nature, the employee shall carbon copy the Director of Facility Services and the Assistant Superintendent of Business who will then report such to the Superintendent.
- B. If the situation has not been resolved within a reasonable period of time, the employee shall report the alleged violation to the next level of management, who shall promptly refer the matter to the Safety Committee. If the situation persists, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL-OSHA.
- C. Employees shall not be required to participate in activities that endanger their personal safety.

ARTICLE XII- SAFETY CONDITIONS (continued)

- D. The District shall provide safety equipment and gear if the duties of an employee require the use of safety equipment or gear.
- E. The District shall purchase safety frames and glasses for employees in selected job classifications who are exposed to eye hazards. Determination of procedure and employee eligibility, and approval of type of glasses and vendor shall be made by the District.
- F. While a grievance may be filed or considered regarding a violation of the procedural steps of this article, the substance of safety condition issues shall not be subject to the grievance procedure.
- G. SCCCE may appoint up to three (3) employees to serve on the District Safety Committee.
- H. The District shall establish and maintain a safety committee that shall meet at least quarterly.
- I. Safe Work Environment: In an effort to maintain a safe work environment the District and/or appointed committee may conduct a needs assessment to request input on areas for training related to safe schools protocols and emergency response preparedness.

Training related to safe schools protocols and emergency response preparedness may include, but not be limited to, the following topics:

- a. Safety measures already existing in the workplace.
 - b. Recognizing threatening or potentially threatening situations, and the proper procedure for reporting them to campus and/or local law enforcement.
 - c. Personal safety training to assist employees in avoiding violent or potentially violent situations, and to prepare them to better deal with such situations should they arise.
 - d. Emergency response training in case of a fire, earthquake, lockdown, and “code red” situations.
- J. An employee may use reasonable force permitted by law to protect himself/herself from assault or battery, to protect other employees or to quell a disturbance threatening physical injury to others.
 - K. If the District has reasonable suspicion that the driver of a District vehicle has used a controlled substance or drug and has been involved in an accident, the individual must submit to a drug and alcohol test immediately following the accident. Failure to do so may result in discipline up to and including dismissal.

ARTICLE XIII EVALUATION PROCEDURE

- A. Probationary employee evaluations shall be made at the end of the first six months or 180 work days, and at least annually thereafter prior to June 1st. Annual summative evaluations must be completed prior to June 1 of the current school year.
- B. When an evaluation of unsatisfactory performance or conduct is made, the evaluation shall include specific recommendations for improvement and the employee shall have a minimum of a thirty (30) day period, when appropriate, in which to show improvement. A second evaluation shall be given at the end of this thirty (30) day period.

ARTICLE XIII- EVALUATION PROCEDURE (continued)

- C. Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of the written evaluation.
- D. A satisfactory evaluation shall serve as the basis for being granted an annual step increase.
- E. Employee evaluations shall be placed in the personnel file of each employee, which is maintained at the District Office.
- F. Employees shall be provided with copies of any derogatory material which could be used in evaluating the employee ten (10) work days before it is placed in the employee's personnel file. The employee shall be given the opportunity during normal working hours to discuss the derogatory material with the supervisor and provide a written response, which shall be attached to the material placed in the personnel file.
- G. Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, and the date the material is placed in the file.
- H. No unsatisfactory evaluation shall be based upon unverified hearsay statements only. Annual summative evaluations must be completed prior to June 1 of the current school year.
- I. The evaluation committee will continue to meet to review and make changes to the article.

ARTICLE XIV PERSONNEL FILES

- A. Materials in District personnel files which may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records, which were obtained prior to the employment of the employee or as otherwise excluded by law, shall be excluded from review by the employee or the employee's representative.
 - 1. An employee may inspect the personnel file upon request, provided that the request and the inspection are made at a time when the employee is not required to render service to the District.
 - 2. The Human Resources Office shall maintain a log that indicates the name of any person who has examined a personnel file, as well as the date of any examination.
- B. Information of a derogatory nature, except information contained in an employee's evaluation and information excluded from review by the employee pursuant to section A above, shall not be entered or filed in the employee's personnel file, unless and until the employee is given notice and the opportunity to review and comment thereon.
 - 1. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
 - 2. An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.
- C. The contents of an employee's personnel file shall be kept in the strictest confidence pursuant to the appropriate provisions of the Education Code and the Government Code.

ARTICLE XIV- PERSONNEL FILES (continued)

- D. While a grievance may be filed or considered regarding a violation of the procedural steps of this article, the substance of materials contained in any personnel file shall not be subject to the grievance procedure.
- E. The personnel files of each employee shall be maintained at the District Human Resources Office.

ARTICLE XV LEAVE OF ABSENCE

A. Sick Leave

1. Sick leave may be used for illness, quarantine, medical appointments, or injury.
2. An employee employed five (5) days a week for twelve (12) months shall be granted twelve (12) days leave of absence for personal illness or injury (accrual rate is one (1) day per month for each month worked), exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
3. An employee employed less than five (5) days per week shall be entitled for a fiscal year of service, to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for personal illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.
5. At the beginning of each fiscal year, the full amount of sick leave granted shall be credited to each employee who has completed his or her original probation period.
6. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. A new employee shall not be entitled to take more than the amount of sick leave which he or she would accrue in the course of six (6) months, until the first day of the calendar month after completion of six (6) months of active service within the District.
7. If an employee does not take the full amount of leave allowed in any one year under this section, the amount not taken shall be accumulated from year to year. There is no entitlement to cash payment for accumulated sick leave upon termination of employment. Employees may donate their accumulated sick to the catastrophic bank upon their termination.
8. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or the District Office of his/her absence as soon as possible but not later than the beginning of his/her work shift. This provision shall go into effect when all employees have received notification of procedures to be followed in reporting absences.

ARTICLE XV- LEAVE OF ABSENCE (continued)

9. At least one (1) day prior to the expected return to work, the employee shall notify his/her supervisor in order that any substitute employee may be terminated. If the supervisor cannot be reached, the Human Resources Department shall be notified. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment, and the employee may be required to use vacation or annual leave or take the time off without pay.
10. An employee on sick leave for five (5) or more consecutive working days may be required to present a statement from a physician or licensed practitioner where religious objection to treatment by a physician exists, stating the nature of the illness or injury and the date the employee is able to return to work.
11. Extended Sick Leave. When an employee is absent from his or her duties due to illness or injury for a period of five (5) school months or less, beginning the first day following the utilization of current annual sick leave and all sick leave accrual has been utilized, the amount deducted from the salary due him/her shall not exceed the amount actually paid to a substitute.
12. After all accumulated sick leave has been used, the Superintendent or his/her designee, upon request of the employee, may recommend granting up to ten (10) additional days of sick leave with full pay. An additional ten (10) days may be granted by the Board, for a total not to exceed twenty (20) days.
13. After exhaustion of all paid leave, a permanent employee may be granted additional leave without pay upon request and with the approval of the Board, not to exceed six (6) months. Upon request of the employee, the Board may renew the leave without pay for up to two (2) additional six (6) month periods, but not to exceed a total leave of absence without pay of eighteen (18) months.
14. Termination of Sick Leave:
 - a. An employee who has been granted paid or unpaid sick leave may return to duty any time during the leave, provided that he/she has notified the District of his/her return at least 24 hours in advance.
 - b. If, at the conclusion of all sick leave and additional leave, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months.
15. Illness, Jury and Bereavement while on Vacation:

Any employee who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved or is called to serve jury duty before his/her vacation period has been completed, shall be placed on sick leave, bereavement leave or jury duty leave under the following conditions:

 - a. If the illness or bereavement or jury duty is such that had the employee been working he/she would have been absent on sick or bereavement leave or jury duty leave.
 - b. If the employee normally is required to return to duty immediately following the vacation period.

ARTICLE XV- LEAVE OF ABSENCE (continued)

16. Transfer of Accumulative Sick Leave:

- a. Any employee new to the District having previous experience outside the District but within the state, shall have transferred with him/her the accumulated sick leave earned in the previous district of employment. Forms shall be provided by the District to the employee for the purposes of requesting the transfer of his/her accumulated sick leave from his/her previous employer. It is the responsibility of the employee to complete and return the form to the Human Resources Department.
- b. An eligible employee who has filed a request for retirement may have converted unused sick leave to retirement credit in accordance with Government Code, Section 20862.3 or its successor.

B. Personal Necessity Leave

1. An employee may elect to use, not to exceed seven (7) days in any one fiscal year, sick leave that may be charged to personal necessity leave as follows:
 - a. Bereavement leave that may be necessary beyond the number of days authorized under Bereavement leave.
 - b. Accident or illness, involving his/her person or property or the person or property of a member of his/her immediate family.
"Immediate Family" as used in this section shall include mother, father, grandmother, grandfather, or grandchildren of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.
 - c. Appearance in court or before any administrative tribunal as a litigant or witness not subpoenaed or any order made with jurisdiction, and for which no other leave is provided.

C. Annual Leave

1. This leave benefit is intended to provide for the special legitimate personal needs of employees that are not met by other leave provisions. The leave may be utilized only for special needs that cannot be taken care of during non-working hours. Up to three (3) days of annual leave per year may be granted without loss of pay. This leave shall not be accumulative from year to year, nor shall it be charged against accumulated sick leave. Employees would need supervisor's approval, excluding emergencies. Employees shall obtain their immediate supervisor's written approval by request at least 48 hours, excluding emergencies, prior to taking such leave and complete the appropriate District form(s). Examples of uses intended for this leave include family emergencies, such as family death and estate settlement proceedings which extend beyond or are not covered by other leave provisions and attendance at professional conferences or meetings directly related to an employee's work. The above examples are listed as a guide and are not necessarily exclusive. This leave should not be granted to extend vacation, holidays, nor for recreational purposes, seeking employment, or work stoppage.

ARTICLE XV- LEAVE OF ABSENCE (continued)

3. Annual leave under subsection C. shall not become a vested right until completion of the original probationary period.

D. Bereavement Leave

Bereavement leave, without loss of pay, shall be granted up to three (3) days, five (5) days if out of state, in the event of the death of a member of the immediate family. "Immediate Family" as used in this section shall include, mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchildren of the employee or of the spouse of the employee, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, sister-in-law or brother-in-law of the employee, or any relative living in the immediate household of the employee. Extenuating circumstances, such as very close friends, significant others may be approved by the District. Additional time without pay may be granted by the Board of Education upon the recommendation of the Superintendent.

E. Pregnancy Disability Leave

1. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.
2. The period of disability shall be determined and verified in writing by the employee's health care provider. Certification may be provided using the California Department of Fair Employment and Housing (DFEH) Certification of Health Care Provider for Pregnancy Disability Leave form. A health care provider is a licensed medical or osteopathic doctor, physician, or surgeon who directly treats or supervises the treatment of the employee's pregnancy, miscarriage, childbirth or recovery therefrom.
3. Upon exhausting all accumulated sick leave, the employee is entitled to up to five (5) months of differential pay less accumulated sick leave. Differential pay is the difference between the employee's regular salary and the sum actually paid to a substitute to fill the absent employee's position.
4. The employee shall notify the District of the estimated or intended dates of her pregnancy leave as soon as is practicable. In cases of unforeseen leave, the employee shall provide medical certification as soon as practicable, but no more than five (5) consecutive work days.
5. Family and Medical Leave Act (FMLA) shall run concurrently with Pregnancy Disability Leave. Refer to Section F.
6. The employee on leave for pregnancy disability shall be entitled to return to the same position.

F. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leave

1. Employees may request a leave of absence for up to twelve (12) work weeks annually pursuant to the FMLA for the following reasons:
 - a. For incapacity due to pregnancy, prenatal medical care or child birth.
 - b. To care for the employee's child after birth, or placement for adoption or foster care.

ARTICLE XV- LEAVE OF ABSENCE (continued)

- c. To care for the employee's spouse, son, daughter or parent, who has a serious health condition.
 - d. For a serious health condition that makes the employee unable to perform the employee's job.
 2. The eligibility requirements for FMLA are:
 - a. The employee has worked with the District for 12 months.
 - b. The employee has worked 1,250 hours in the previous 12 months.
 3. Employees may request a leave of absence for up to twelve (12) work weeks annually pursuant to the CFRA for the following reasons:
 - a. The employee's pregnancy.
 - b. The employee's own serious health condition.
 - c. To care for the employee's child, parent, or spouse who has a serious health condition.
 - d. For birth, adoption, or foster placement of child.
 4. The eligibility requirements for CFRA are:
 - a. The employee has worked with the District for 12 months.
 - b. The employee has worked 1,250 hours in the previous 12 months. The 1,250 hours is not required for birth, adoption, or foster placement of child reasons.

G. Paid Leave for Birth, Adoption or Foster Placement of Child

1. Employees who are eligible for California Family Rights Act (CFRA) Leave are entitled up to twelve (12) weeks of leave with differential pay for baby bonding with newborn, adoption or foster placement.
2. Differential pay is the difference between the employee's regular salary and the sum actually paid to a substitute to fill the absent employee's position.
3. While on paid leave for baby bonding with newborn, adoption, or foster placement, the employee shall continue to be entitled to District-paid contributions towards health and welfare benefits. The employee shall be responsible for any employee-paid contributions towards such benefits.
4. An employee is not entitled to more than one twelve (12) week differential pay period for baby bonding with newborn, adoption or foster placement. However, if a school year terminates before the (12) week period is exhausted, the employee may take the balance of the twelve(12) week period in the subsequent school year.
5. The differential pay period provided by this provision shall not be constituted as being in addition to the pay period provided under paragraph A11 of this Article.

ARTICLE XV- LEAVE OF ABSENCE (continued)

H. Parental Leave

1. Employees may take up to twelve (12) weeks of parental leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child. Eligibility shall be in accordance with the CFRA, except that the employee need not have worked 1,250 hours in the past 12 months.
2. The employee may use any remaining differential pay during this leave, pursuant to Education Code section 44977.5. The employee must exhaust available sick leave before using differential pay.
3. While on parental leave, the employee shall continue to be entitled to the District contributions towards health and welfare benefits. The employee shall be responsible for any employee-paid contributions towards such benefits.
4. An employee may not receive more than one 12 week period of differential pay within a 12 month period.
5. This leave runs concurrently with baby bonding leave under the CFRA.

I. Kin Care

1. An employee may use accrued sick leave up to half of the employee's annual entitlement to attend to a family member's diagnosis, care, or treatment of existing health condition or preventative care.
2. Family member is defined as follows:
 - a. Child (biological, adopted, foster child, stepchild, legal ward, and child to whom employee stands in loco parentis) without regard to age or dependency status.
 - b. Parental (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when employee was a minor child.
 - c. Spouse
 - d. Registered domestic partner
 - e. Grandparent
 - f. Grandchild
 - g. Sibling
3. Need of employee to seek or obtain any relief or medical attention specified in Labor Code for health, safety, welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault or stalking.

ARTICLE XV- LEAVE OF ABSENCE (continued)

J. Military Leave

1. An employee who enlists, is inducted or ordered into active military duty as a member of a reserve component, the National Guard or Naval Militia or the armed forces of the United States shall be granted a leave of absence for the duration of the active military duty and shall be entitled to full pay from the District for the first thirty (30) days of active military duty in any one fiscal year pursuant to the provisions of the Military Veterans Code.
2. Active military training shall include the normal two (2) weeks of training that usually is and is encouraged to be taken during the summer months and shall not include inactive military duty which includes once a month weekend drills or in some cases one-night-a-week training.

K. Jury and Witness Leave

1. Leave of absence for jury service shall be granted to any employee who has been officially summoned to jury duty in local, State or Federal Court. Leave shall be granted for the period of jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the supervisor.
2. Leave of absence to serve as witness in a court case shall be granted an employee when he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor.
3. The jury service fee and witness fee referred to in 1 and 2 above, respectively, do not include reimbursement for transportation expense.

L. Industrial Accident and Industrial Illness Leave

1. An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers Compensation.
2. Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year.
3. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Worker's Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

ARTICLE XV- LEAVE OF ABSENCE (continued)

4. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he is eligible therefore. Accumulated illness leave shall be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the State Compensation Insurance Fund.
5. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the State Compensation Fund.
6. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.
7. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code.
8. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the re-employment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
9. While a permanent employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. During all paid leaves, resulting from an industrial accident or industrial illness, the employee shall endorse the District wage-loss benefit checks received under State Worker's Compensation Insurance Laws. The District shall issue to the employee appropriate warrants of payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

M. Leave of Absence for Retraining

1. In the event that the District contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements or for any other reason, it may provide for retraining of displaced employees in accordance with this rule.

ARTICLE XV- LEAVE OF ABSENCE (continued)

2. To be eligible for retraining leave, an employee shall:
 - a. Be a permanent employee of the District.
 - b. Be serving in a position which the District contemplates abolishing or show that the retraining shall clearly benefit the District.
 - c. Indicate a willingness to undergo the prescribed training program.
 - d. Indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
3. The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
4. The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his normal compensation and benefits. The District may prescribe duties, if any, to be performed by the employee on behalf of the District during the retraining leave.
5. The District shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if he/she fails to complete the prescribed retraining program.

N. SCCCE Leave

1. The President of SCCCE, and/or a member of the organization designated by the President, may be released from their assignment to attend SCCCE activities, i.e., conventions, conferences, workshops, etc., for a combined total of twenty (20) days annually. No more than two (2) employees from the same department or site shall be permitted to attend the same function unless approved by the supervisor. SCCCE shall reimburse the district after the first twenty (20) days of said leave. If the requested leave is approved for official business in advance by the supervisor, no loss of leave shall be charged to the employee. SCCCE shall reimburse the District for the cost of the substitute if one is required.
2. The President or designee of SCCCE may be released from his/her duties to attend special or regular meetings of the Board of Education and SCCS Health Benefit meetings which are scheduled during his/her regular work day upon request by the employee and approval of the Superintendent or the Assistant Superintendent of Human Resources. No cost of or loss of leave time shall be charged to the employee. Employees shall notify their supervisor of their intent to be absent prior to the absence and shall complete the necessary absence forms.
3. The time SCCCE members spend on union business during the work day will be recorded by the members on their time sheets. This time includes employee conferences, negotiations and negotiations preparations, grievances, fact finding, unfair labor hearings, personnel commission hearings, district health benefit meetings, etc. The purpose of the time keeping will be to determine the total amount of time spent conducting SCCCE business during the work day.

ARTICLE XV- LEAVE OF ABSENCE (continued)

O. Leave of Absence Without Pay

1. Leave of absence without pay may be granted to a permanent classified employee, upon the written request of the employee and the approval of the Superintendent or his designated representative, subject to the following restrictions:
 - a. Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veteran's Code, and leave of absence for service in the Peace Corps or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed twenty-four months (24), and;
 - b. The granting of a leave of absence without pay gives to the employee the right to return to this position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned shall be reassigned upon completion of the leave.
2. The Governing Board may, for good cause cancel any leave of absence by giving the absent employee reasonable notification.
3. Upon request, the Board of Education may extend a leave of absence without pay for an additional period not to exceed one (1) year.

P. Catastrophic Leave Bank

In accordance with EC 44043.5, the Santa Cruz City Schools District will establish a catastrophic leave program for classified employees who suffer from a catastrophic illness or injury or natural disaster.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave, leave provided under the Family and Medical Leave Act, and other paid time off.

Eligible leave credits may be voluntarily donated to a classified employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee must be a classified unit member.
2. The employee (or a family member) who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the Catastrophic Leave Committee. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
3. The employee has exhausted all his/her paid leave credits.

ARTICLE XV- LEAVE OF ABSENCE (continued)

4. An employee may donate up to five (5) contracted workdays of sick leave annually. An employee may donate days that are in excess of twenty days. Donated sick leave credits not utilized shall remain in the bank. When an employee leaves service with the District, they have the following options relative to their sick leave balance:
 - a. Retirement - If an employee retires under PERS, they may donate all or part of their sick leave balance to the Catastrophic Sick Leave Bank, or allow all or part of their sick leave balance to be applied to service credit for their PERS retirement.
 - b. Lay Off - If an employee is laid off, they may donate all or part of their sick leave balance to the Catastrophic Sick Leave Bank, or they may retain all or part of their sick leave balance for credit to them if they are re-employed within 39 months.
 - c. Resignation - If an employee resigns from their employment with the District, they may donate all or part of their sick leave balance to the Catastrophic Leave Bank, or they may retain all or part of their balance to transfer to another PERS employer within twelve (12) months.

With a specific written election, Appendix D, of a donation to the Catastrophic Sick Leave Bank under a., b., or c. above, the employee's sick leave will be credited to the Catastrophic Sick Leave Bank.

5. The maximum amount of donated leave credit that may be used by an individual employee under this section shall be ninety-two (92) days of their contracted workday in any school year. An employee may reapply for additional sick leave credit not to exceed a career maximum of 184 days of their contracted workday
6. Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for worker's compensation benefits.
7. Credits shall not be considered available leave for purposes of qualifying for PERS Disability.
8. Participants who have exhausted regular accrued sick leave, and are absent due to an extended illness under the provisions of Education Code Section 45196 (differential pay), shall be eligible for the catastrophic leave credits. The Catastrophic Leave Bank credits will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to differential pay compensation.
9. It is the intent of this provision that sick leave credits would be used on consecutive days; however, the Catastrophic Leave Committee can grant on a case-by-case basis use of credits for intermittent or partial days.
10. The Human Resources Division shall maintain the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be authorized by the Catastrophic Leave Committee before transfers are made into and out of the credit bank. No more than 250 days or a maximum of 2,000 hours per school year can be withdrawn from the Bank.

ARTICLE XV- LEAVE OF ABSENCE (continued)

11. The Catastrophic Leave Committee shall consist of two (2) members appointed by SCCCE and two (2) members appointed by the District. This committee shall be responsible for authorization of all withdrawals from the Catastrophic Leave Bank. The decisions related to this provision are not subject to grievance.

Q. Leave Due to Election to Public Office

Any permanent employee elected or appointed to the State Legislation, County Board of Supervisors, City Council, or to a full-time paid, elected position, such as County Treasurer, shall be granted a leave of absence for the elected term of office.

ARTICLE XVI TRANSFERS

A. Regular Employees

1. An employee may be transferred at his/her request or for the best interests of the District from one position to another in the same or related class at the discretion of the District.
2. Transfers shall not change the employee's salary rate, anniversary date, accumulated sick leave or accumulated vacation. A permanent employee who transfers to a position in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six (6) months or 130 working days, whichever is longer. At any time during the probationary period he/she may be returned to his/her former class without rights of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases the employee will have the same appeal right as a permanent employee who is laid off, demoted or dismissed.
3. Reasons for any transfer that is not voluntary shall be discussed with the employee by his/her immediate supervisor.
4. A vacancy of four (4) hours or more for which there is an existing valid eligibility list shall be announced within the District.
5. Employees who are in the same job class and salary range and have completed their probationary period may request a transfer to the vacancy. Such a request for transfer shall be made to the Human Resources Department within five (5) days of the announcement.
6. Human Resources shall arrange an interview with the requesting supervisor as soon as possible after the closing date of the announcement. Employees shall be given consideration when filling vacancies.
7. The requesting supervisor shall notify Human Resources of his/her decision within two (2) days after the interview. Human Resources shall notify the employee of the decision.
8. If the requesting supervisor selects an employee, a reasonable amount of time shall be provided to the losing department to arrange for a replacement.

B. Medical Transfer – Industrial

1. When an employee becomes medically unable to satisfactorily perform his/her regular duties, he/she may be provided other duties subject to mutual agreement between the employee and the District.

ARTICLE XVI- TRANSFERS (continued)

2. The District's first priority is to have an injured or ill employee return to his/her original position. However, when the District (as a result of temporary work limitations set by the treating doctor) determines the employee is unable to perform the essential duties of his/her original position, the program outlined herein shall apply. The OUR Program consists of identified job classifications called "Bridge" assignments. The assignments are to be used as transitional work assignments designed to help employers and injured employees bridge the gap between temporary disability and recovery. A bridge assignment is a group of tasks with common elements to form a temporary assignment. These assignment tasks are verified and documented in advance as to their description and physical demands, as well as their usefulness to the organization. These assignments are not to be used as time filler or make work tasks.
 - a. The District shall provide the employee's treating doctor with a list of "Bridge" assignments that are available. The employee's doctor shall inform the District based upon his/her diagnosis of the injury/illness which assignments the employee is capable of performing. From those assignments, the District shall select the assignment the employee shall be given. The District will first consider placing the employee at his/her site. If the District determines that such a placement is not appropriate, then it shall consider placing the employee at another site in a position within his/her job family. If the District determines this is not appropriate, the District will place the employee in an approved bridge assignment.
 - b. Unless otherwise agreed to by the employee, the bridge assignment shall be within normal work hours and work year of the employee.
 - c. A bridge assignment may not fill a vacant position for which an eligibility list exists.
 - d. An employee in the OUR Program will be paid his/her regular salary.
 - e. A classified employee in the OUR Program shall have the right to be represented by SCCCE in his/her employment with the District.

ARTICLE XVII PROFESSIONAL GROWTH POLICY

The purpose of this program is to provide an incentive for classified employees to enhance their current job performance and increase opportunities for career advancement within the district.

- A. Professional growth may be achieved through participation and completion in any of the following activities:
 1. College courses including continuing education units (CEUs)
 2. Adult education courses
 3. Institute learning experiences
 4. Conferences and workshops
 5. District and/or county sponsored classes

ARTICLE XVII- PROFESSIONAL GROWTH POLICY (continued)

B. Professional Growth Increment

1. A professional growth increment may be earned by accruing ten (10) semester units or the equivalent. Accrual may result through successfully completing college or adult education courses, attendance at institute lectures, workshops, seminars, conferences, district or county sponsored classes.
2. Of the required units, not less than six (6) must directly relate to the employee's current job classification, to a job classification in another job family in which the employee would like to qualify or coursework leading to a teaching credential. In the latter two- (2) circumstances professional goals must be received in writing to substantiate the employee's intent to pursue professional development outside of his/her current area.

C. Credit

1. All credit shall be prorated to the equivalency of college semester units – one college semester unit is equivalent to 15 hours of class time.
2. Credit for graded college level and adult education courses shall be granted on a one-to-one basis when completed on a semester basis. Trimester, quarter courses and continuing education units are equivalent to two thirds (2/3) of a semester unit or ten (10) hours. A grade of "C" or better, or a Pass on a Pass/Fail course, must be earned to receive credit for the course.
3. No unit of credit may be earned during any scheduled work period. No unit of credit will be granted for the same professional activity for which the employee has previously received a unit unless recommended by their supervisor. The maximum number of times a course could be repeated is three (3) times. Note: Advanced coursework in the same subject area (example-Spanish I, II, III) does not constitute the same professional activity. Should the employee purchase college credit or receive a professional certification document at their own expense, credit may be granted as appropriate.
4. A pro-rated increment of three hundred dollars (\$300) shall be paid for each ten- (10) units earned to a maximum of ten (10) total increments. Once accrued, increments shall be permanent and shall be paid in addition to any step, across the board or promotional increase. Increments are stationary and not subject to cost of living adjustments.
5. All awards will be prorated at the rate of thirty dollars per month (\$30.00) or at seventeen cents (\$.17) per hour for employees working at an hourly rate, for each ten (10) units of approved credit.

D. Criteria for Point Credit

The committee may allow credit for classes, workshops and in-service in keeping with the following criteria:

1. Credit will be authorized only when the expenses involved in the professional growth activity are paid by the employee or other non-district funds such as a scholarship, unless an exception is granted by the Superintendent.

ARTICLE XVII- PROFESSIONAL GROWTH POLICY (continued)

2. Job related classes leading to improvement of skills and/or knowledge contained in the employee's current job classification.
3. Job improvement classes and/or experiences which lead to gaining more knowledge, understanding and skills that will enable an employee to function more effectively, i.e. human relations, Spanish, communications, computer technology, customer service, etc.
4. Promotional classes and/or experiences to ready the employee for advancement.
5. Job related classes leading to improvement of skills and/or knowledge contained in another job family to which the employee aspires, i.e. facilities services – data processing, secretarial clerical accounting, etc.
6. Coursework leading to the completion of a K-12 teaching credential or an administrative services credential upon verification of enrollment in said program.
7. Course "challenges" will not be given credit by the committee.
8. In the event the committee does not allow credit under this paragraph, the committee shall notify the candidate of the action in writing within ten (10) working days.

E. Participation Procedure

1. Eligibility for participation is limited to permanent employees working three (3) hours or more per day for at least seventy five percent (75%) of the school year.
2. The employee must file a declaration of intent form and submit tentative program information annually to the Director of Classified Personnel who will forward the information to the Professional Growth Committee for approval.
3. Coursework content must be pre-approved and may be submitted monthly. Coursework may be submitted at the end of the semester in which the course was taken but approval after-the-fact is subject to Committee recommendation.
4. Coursework must be completed between September 1st and August 30th with payment due the fiscal year following. For example, if ten (10) units are completed and approved during the 2012-2013 academic year, the professional growth stipend will be applied during the 2013-2014 academic year.
5. Upon completion of a course or other training, the employee shall fill out the "verification of completion" portion of the professional growth form and submit the form, along with appropriate documentation of satisfactory completion of the course to the Professional Growth Committee no later than October 1. Documentation may include, but is not limited to, transcripts, course certification or time sheets signed by the presenter.
6. Credit will be recommended by the committee based upon official evidence of the successful completion of the professional growth activity.
7. The committee will present to the Superintendent a listing of all candidates eligible for an increment not later than October 15th of the following fiscal year. For example Oct. 15, 2013 for increments earned in 2013-2014.

ARTICLE XVII- PROFESSIONAL GROWTH POLICY (continued)

8. Award of the increment shall become effective on July 1st, if recommended by the committee.
9. Increments will be pro-rated for each ten (10) units of approved credit. Payment will be on a per diem basis to be reflected in the payroll not later than November 30th of any given year.
10. A maximum of ten (10) increments may be earned during the term of employment.
11. In order to receive payments for an increment, the individual must be an employee at the time the increment is earned. One otherwise eligible, who does not satisfy this requirement, shall be restored to eligibility if the individual is re-employed within thirty-nine (39) months. Such eligibility will not be restored retroactively. The increment will not be paid on a pro-rata basis in the year of re-employment unless the re-employment is a restoration of employment as a result of layoff.

F. Professional Growth Committee

1. The Professional Growth Committee shall be comprised of six (6) members:
 - a. Director of Classified Personnel
 - b. Two (2) administrators appointed by the Superintendent
 - c. Three (3) classified representatives selected by the bargaining unit.
2. A representative from each of the major job families (data processing, facilities services, finance/accounting, food service, instructional, media services, purchasing/warehouse, secretarial/clerical) will be appointed to act in an advisory capacity should the committee feel assistance is needed in determining whether coursework is appropriate for credit. Management also has the right to call upon area experts as needed. Attendance will be at the request of the Committee.
3. The Professional Growth Committee members shall elect from their number a chairperson, a vice-chairperson and a secretary.
4. A quorum will consist of four (4) voting members with a minimum of two (2) members representing management and two (2) members representing the bargaining unit being required for a quorum. Exceptions to this rule may be made if both parties agree in writing.
5. Unless otherwise agreed to, the Personnel Commission will maintain the professional growth records.
6. Upon completion of the process, all documentation will be forward to the employee's personnel file.
7. The district supports professional growth and job embedded professional development for all employees. The role of the Professional Growth Committee is expanded to provide input to the District in the design and delivery of professional growth activities and to establish a recommended framework for ongoing collaboration, learning and the sharing of best practices.

ARTICLE XVII- PROFESSIONAL GROWTH POLICY (continued)

The Professional Growth Committee shall conduct a needs assessment by major job classification. The duration and content of said professional growth opportunity will be based on the needs assessment and District priorities.

ARTICLE XVIII LAYOFF

A. Definitions

1. Employees: An employee for the purpose of this Article is an employee in the Classified service.
2. Layoff: A layoff is an involuntary reduction in hours or separation from the classified service. Involuntary layoff includes displacement for the exercise of "bumping" rights set forth in subsection B.l.b. of this Article.
3. Seniority:
 - a. Seniority for employees hired after July 1, 1997, shall be by date of hire. Seniority for employees hired prior to July 1, 1997, shall be all hours in paid status, excluding overtime, while working in their present classification plus equal or higher classifications whether during the school year, a holiday, recess, or during any period that a school is in session or closed.
 - b. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
 - c. When it is necessary to layoff or reduce hours in a job classification, all classifications affected will be further audited. A SCCCE representative will work with the Assistant Superintendent of Human Resources to ensure accuracy of the seniority list to their members.
4. Voluntary Layoff:
 - a. Voluntary layoff is: Employee consent to a reduction in hours as proposed by the District in lieu of layoff, OR Employee consent to assignment by the District to a lower classification in lieu of layoff.
 - b. Voluntary layoff does not include the exercise of "bumping rights".

B. Application

1. Involuntary Layoff:
 - a. Order of Layoff: The employee with the least seniority in the affected class, plus seniority accrued from serving in a higher class, shall be laid off first.
 - b. Bumping (Reassignment): An employee can only bump into a position in which he/she has previously worked for the District. A permanent employee in the classified service who is laid off from a class and who has previously served in an equal or lower class shall have the right to bump an employee with less seniority in any such class.

ARTICLE XVIII- LAYOFF (continued)

- c. Seniority for bumping purposes shall include the total of the previous service in the equal of lower class plus service in the class from which the layoff occurs.
- d. In the event the employee no longer meets the legal requirement of the position, such as possession of appropriate licenses or certificates (e.g. operator's license, basic skills test), the employee shall be given a three (3) month grace period to obtain such legal requirements, unless through no fault of the employee he or she was unable to meet the legal requirements for the position, in which case the District and SCCCE shall negotiate the appropriate time period.
- e. In order to facilitate the bumping process and to minimize the sending of layoff notices, the District may elect to ascertain the employee's intentions regarding accepting reduced hours or reassignment in lieu of layoff, before Board action to layoff is taken. In such case, an employee whose layoff or displacement is being contemplated shall indicate to the District his/her intentions regarding bumping within five (5) days of being requested to do so by the Human Resources Office, on forms to be developed by the Human Resources Office.
 - 1. If the District attempts to ascertain the employee's intentions by letter, a copy shall be sent to SCCCE postmarked at least three (3) days before the letter is sent to the employee.
 - 2. If the District arranges in advance to meet with a group of employees for such a purpose, SCCCE shall be notified in the right to have a SCCCE representative attend any conference called for the purpose of ascertaining bumping intentions.
- f. Displacement: An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in (b) above.
- g. Re-employment: Employees subject to involuntary layoff shall have re-employment rights in accordance with Section D of this article and Education Code Section 45298, including placement on a thirty nine (39) month re-employment list.
- h. Selection of Displacement Class: A displaced employee whose seniority would allow him/her to bump into more than one class, and who exercises the right to bump into one of these classes, may request reassignment to another class or classes into which they were eligible to bump. Such a request may be made no earlier than thirty (30) days and no later than sixty (60) days after the commencement of service in the class into which the employee has bumped. If such a request has been made within the above specified times, the employee shall be assigned to the first vacancy in any of the classes to which reassignment was requested and into which the employee had previously been eligible to bump. The displaced employee, within the above time frame, may request reassignment within the class into which the employee has bumped. Such a request shall be honored in the event that a vacancy occurs within the class.
- i. Seniority Lists: The District shall provide the President of SCCCE Local 6084, a seniority list for all classes to be effected by a proposed layoff at least five (5) working days prior to a proposed layoff being acted upon by the Board of Education.

ARTICLE XVIII- LAYOFF (continued)

2. Voluntary Layoff

- a. **Reduction in Hours:** Prior to sending notices of layoff, the District shall inform the SCCCE of their intent to offer employees serving in positions whose hours are to be reduced the opportunity to voluntarily consent to a reduction in hours in lieu of layoff.
- b. **Reassignment (Bumping):** Prior to sending notices of layoff, the District may offer an employee serving in a position to be eliminated the opportunity to voluntarily consent to reassignment in lieu of layoff.
- c. **Reassignment to avoid separation from service:** A permanent classified employee who will suffer a layoff despite the exercising of bumping rights in order to avoid layoff may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that he/she is qualified to perform the duties thereof and provided further that the person having authority to fill the position approved the voluntary demotion.
- d. **Re-employment:** Employees consenting to voluntary layoff shall have re-employment rights in accordance with Section D of this article and Education Code 45298, including placement on a twenty four (24) month re-employment list in addition to placement on the regular thirty nine (39) month re-employment list.
- e. **Salary Placement:** An employee who consents to assignment to a lower classification in lieu of layoff shall be placed in the lower range on the highest step that has a salary rate less than that of the position from which the employee was laid off.
- f. **Reduction in Hours - Benefits:** An employee whose hours are involuntarily reduced by the layoff process shall be entitled to continue his/her former level of health and welfare benefits for 6 months at their current rate.
- g. **Unit members and SCCCE may propose cost savings measures to the District on an ongoing basis. Written proposals made by unit members will be acknowledged by the District and copies given to the Board.**

C. Notice

1. A written notice of layoff shall be given to affected employees no later than sixty (60) days prior to the effective date of the layoff.
2. Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before May 29th of their termination effective June 30th. Employees employed in specially funded programs terminating at a date other than June 30th shall be given written notice of termination not less than sixty (60) days prior to the effective date of their layoff.
3. Notice may be waived when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the governing board.

ARTICLE XVIII- LAYOFF (continued)

4. This notice shall contain:
 - a. The employee's seniority
 - b. The employee's displacement rights, if any;
 - c. The employee's re-employment rights and;
 - d. The employee's right to discuss the layoff with the Director of Classified Personnel.

D. Re-employment Rights

1. The names of employees laid off shall be placed on re-employment lists in the reverse order of layoff. Involuntary layoff (list) shall continue for 39 months from the date of layoff. The names of employees consenting to voluntary reassignment or reduction in hours in lieu of layoff shall be placed on re-employment lists for an additional 24 months.
2. Re-employment shall be in the reverse order of layoff.
3. Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority and shall include:
 - a. First choice by seniority after transfer to vacancies which occur in any equal or lower class in which the employee has been laid off.
 - b. First choice by seniority after transfer to vacancies which occur in any equal or lower class in which the employee has previously achieved probationary or permanent status.
4. Offers sent by certified mail shall be sent to the last address known to the District. An employee who moves has the burden of notifying the District of a change of address.
 - a. Employees who personally receive notices of re-employment by telephone or in person shall have five working days to respond.
 - b. Employees notified by certified mail shall have eight working days after the notice has been sent by the District to their last address of record by certified mail to respond to a notice of re-employment.
 - c. An employee may elect to designate a SCCCE job steward to respond to re-employment notices by filing with the District Human Resources Office a copy of the form attached to this Agreement as Appendix E at least one week in advance of the date on which the authorization takes effect.
5. An employee on a re-employment list may decline three (3) offers of re-employment in his/her former classification(s). After the third refusal no additional offers need to be made (except based upon good cause the District may permit a fourth offer) and his/her name shall be removed from the re-employment list.
6. Employees on a re-employment list shall be given prior consideration for service as substitute employees at the appropriate substitute rate established by the District.

ARTICLE XVIII- LAYOFF (continued)

7. An employee who is involuntarily laid off and elects retirement from the Public Employee's Retirement System (PERS) shall be placed on a re-employment list. The District shall notify PERS that retirement was due to layoff. Should the employee subsequently accept, in writing, re-employment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

E. Grievance

1. Procedural provisions of this article shall be subject to the following expected grievance procedure:
 - a. Within five (5) days after the grievant knew or by reasonable diligence should have known of an event or circumstances concerning the provisions of this Article occasioning the alleged grievance, the grievant shall initiate a formal grievance in writing directed to the Superintendent and to the Personnel Commission.
 - b. Within seven (7) days after the filing of the grievance, the Personnel Commission shall hold a hearing and render a written recommended decision unless prior to the hearing date the grievance can be resolved by mutual agreement between the grievant and the Superintendent and his/her designee. The Board of Education shall review the written record and render a final decision no later than the second regular meeting of the Board following receipt of the recommended decision. The grievant, upon written request to the Board, may request to appear before the Board in executive session before a final decision is rendered to present oral argument. This hearing shall not include introduction of additional evidence.

ARTICLE XIX RECLASSIFICATION PROCEDURE

The Personnel Commission Rule 600 provides for reclassification. The window for reclassification is open on November 1st and closed the following January 1st. The District Human Resources Department will request the Personnel Commission to advise if there are any requests for reclassification. The District will work with the Personnel Commission to form the Reclassification Study Committee to ensure the procedure set forth in Rule 600 is followed.

ARTICLE XX COMPLETION OF AGREEMENT

This document comprises the entire agreement between the District and the SCCCE on the matters within the lawful scope of negotiations with the attached exhibits. The District shall have no further obligation to meet and negotiate unless so provided herein, during the term of this Agreement on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE XXI CONCERTED ACTIVITIES

It is the intent of the parties that during the term of this Agreement that the members of the Unit shall faithfully and diligently perform all of the duties normally associated with the positions. There shall be no strike, slow-down, "work to rule", work stoppage, unlawful picketing or any other failure to properly perform assigned duties by SCCCE, its officers or members of the unit.

In the event that members of the Unit take any steps in violation of the provisions of this section, the SCCCE shall make every effort to prevent such activities and to induce the employee to comply with the terms of this agreement.

ARTICLE XXII SAVINGS

If any provision of this agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII EMPLOYEE MATERIALS

The District may provide custodians with identification badges reflecting the employee and District's name, at District expense. Employees will be required to wear these badges when on the job.

The District may provide classified employee groups with shirts and/or jacket, including their name and insignia, designating them as Santa Cruz City Schools' employees. Employees will be required to wear these standard uniforms when on the job.

ARTICLE XXIV SUMMER SCHOOL HIRING PROCESS/PROCEDURES

- A. Summer school positions are limited term assignments and will be open to all current employees.
- B. A separate summer school application must be completed for each position/site for which an employee wishes to interview.

Interviews will be conducted by the summer school Principal/Administrator, with final approval by the Assistant Superintendent of Educational Services. Priority will be given in the following order:

1. Employees working in the same job classification
2. Employees working in the same job family
3. Current SCCS employees
4. External applicants

Appendix - A

Bargaining Unit Classifications

The bargaining unit for which this Agreement is effective consists of the following classifications:

Accompanist	Night Custodian
Accounting Technician	Occupational Therapist
Accounts Payable Technician	Office Assistant
Administrative Assistant	Office Assistant- District Office
Associate Mental Health Specialist	Paraeducator
Attendance Technician	Paraeducator-Academic Intervention
Behavior Technician - PBIS	Paraeducator-After School Programs
Behavior Technician - SPED	Paraeducator-Special Education
Buyer	Parent/Community Support Coordinator
Campus Safety Supervisor	Payroll Technician
Career Development Specialist	Playground/Recess Coach
Central Kitchen Coordinator	Program Account Technician - Food & Nutrition Services
Day Custodian	Program Assistant
Delivery Driver-Food & Nutrition Services	Program Coordinator-After School Programs
Educational Technology Specialist	Project Coordinator
Food Service Worker I	Registrar
Food Service Worker II	School Administrative Assistant II
Food Service Worker III	School Administrative Assistant III
Grounds/Irrigation Specialist	School Administrative Assistant IV
Groundskeeper I	School Bus Driver
Groundskeeper II	Site Accounting Technician
Groundskeeper III	Site Program Coordinator
Head Custodian	Student Data & Assessment Specialist
Health Office Assistant	Student Data Technician-Sped
Human Resources Specialist-Personnel Commission	Systems Support Specialist
Human Resources Technician	Textbook/Media Assistant
Instructional Specialist - Band	Theater Technician
Instructional Specialist - Life Lab	Trainer-Lead School Bus Driver
Lead Accounting Technician	Translator
Lead Technology Specialist	Warehouse Worker
Library/Media Assistant	Warehouse Worker-Food & Nutrition Services
Locker Room Monitor	Yard Duty Monitor
Maintenance Specialist	
Mental Health Specialist	

Elementary School Calendar 2020-2021

2020

July						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

4- Holiday: Independence Day

August						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

10-11 "Teacher Work Days"
12- "First Student Day"

September						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

7- Holiday: Labor Day

October						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

November						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

2- Local Holiday/PD if Neg.
11- Holiday: Veteran's Day
23 "Teacher Work Day"
24- Parent Conference Day
25 to 27- Holiday: Thanksgiving B

December						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

21 to 31- Holiday: Winter Break

2021

January						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

1- Holiday: New Year's Day
4- Back to school
18- Holiday M.L. King Jr. Day

February						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	

11- Local Holiday
12- Holiday: Lincoln's B'day
15- Holiday: President's B'day

March						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			

29-31 Spring Break

April						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

1-2: Spring Break

May						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

27- Last Student Day
28- "Teacher Work Day"
31- Holiday: Memorial Day

June						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

180 = Student Days

Key

- = Legal/Local Holiday/Breaks
- = First/Last Day of school
- = Teacher Work Day
- = Parent Conference Day

Board Approved on February 20, 2019

Appendix – B (continued)

Secondary School Calendar 2020-2021

2020

July						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

3- Holiday: Independence Day

August						
S	M	T	W	T	F	S
	2	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

10-11 *Teacher Work Days*
12- *First Student Day*

September						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

7- Holiday: Labor Day

October						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

November						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

11- Holiday: Veteran's Day
25 to 27- Holiday: Thanksgiving B

December						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

21 to 31- Holiday: Winter Break

2021

January						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

1- Holiday: New Year's Day
4- Teacher Work Day
5- Professional Development Day
6- Back to school
18- Holiday M.L. King Jr. Day

February						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	

11- Local Holiday
12- Holiday: Lincoln's B'day
15 - Holiday: President's B'day

March						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			

5- Local Holiday/PD if Neg.
29-31 Spring Break

April						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

1-2: Spring Break

May						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

27- Last Student Day
28- *Teacher Work Day*
31- Holiday: Memorial Day

June						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

Key

= Legal/Local Holiday/Breaks

= First/Last Day of school

= Teacher Work Day

= Professional Development Day

180 = Student Days

Board Approved on February 20, 2019

Appendix – C

ending

Pending


Appendix – C (continued)


Pending

Side Letter Agreement Between
SCCS and SCCCE
September 24, 2015

Bargaining unit members who reside outside of the boundaries of the Santa Cruz City School District may apply for and may receive an interdistrict transfer for their children to attend a school operated by the District on a space available basis. The decision of the District regarding whether space is available shall not be subject to the grievance procedure of this Agreement. However, a bargaining unit family member who is denied an interdistrict transfer may request in writing the reasons for such denial to which the District will respond in writing. An interdistrict transfer will be subject to any negotiated agreement in the district regarding class size limitation. Each child granted an interdistrict transfer is granted such a transfer subject to the same standards that are applicable to other interdistrict transfers granted by the District. Subject to standards and timeline outlined in Board Policy 5117.

In the case that there is not enough space for all staff members (classified, certificated and administrative) children into a particular grade level at a particular school, a lottery will be held to determine which child will be placed in the available space.


24 Aug 2016
Robert Chacainaca, President SCCCE


Kris Munro, Superintendent

Appendix – E

Classified/Confidential Employee Monthly Medical Benefits Cost Table

Link to document - http://sccs.net/UserFiles/Servers/Server_222705/File/Benefits/19-20%20CLASSIFIED%20AND%20CONFIDENTIAL%20MEDICAL%20PLAN%20COMPARISON%20&%20RATE%20SHEET.pdf



**SANTA CRUZ CITY SCHOOLS
CLASSIFIED/CONFIDENTIAL EMPLOYEE
MONTHLY MEDICAL BENEFITS COST TABLE
EFFECTIVE 10/01/2019 - 9/30/2020**

CLASSIFIED & CONFIDENTIAL EMPLOYEES	HMO PLANS			PPO PLANS	
	BLUE SHIELD HMO 25-500 #1H031001	BLUE SHIELD HMO 25-500 SaveNet #1H131001	KAISER HMO 0-0 #605357-0005	BLUE SHIELD PPO 90-E \$20 #0P031001	BLUE SHIELD PPO 80-K \$30 #0P051001
Individual/Family Deductibles	N/A	N/A	N/A	\$300/\$600	\$1,000/\$2,000
Out of Pocket Maximum	\$2,000/\$4,000 20% Deductible	\$2,000/\$4,000 20% Deductible	\$1,500/\$3,000	\$1,000/\$3,000	\$3,000/\$6,000
Office Visit Co-Pay	\$25	\$25	\$0	\$20	\$30
Prescription Drug Plans (Out of Pocket Maximum)	\$5/\$20 RX, \$1,500/\$2,500	\$5/\$20 RX, \$1,500/\$2,500	\$5/\$5 RX, \$1,500/\$3,000	\$7/\$25 RX, \$1,500/\$2,500	\$5/\$20 RX, \$1,500/\$2,500
Network	Full Network	PMG Only No PAMF	KAISER ONLY	Full Network	Full Network
FULL TIME EMPLOYEE (.875-1.0 FTE) MONTHLY COST					
SINGLE (EMPLOYEE ONLY)	\$0.00	\$0.00	\$0.00	\$158.90	\$14.90
TWO PARTY (EMPLOYEE + ONE)	\$0.00	\$0.00	\$0.00	\$307.82	\$23.35
FAMILY (EMPLOYEE + TWO OR MORE)	\$2.60	\$0.00	\$0.00	\$497.60	\$81.60
PART TIME EMPLOYEE (.50-.870 FTE) MONTHLY COST					
SINGLE (EMPLOYEE ONLY)	\$0.00	\$0.00	\$0.00	\$158.70	\$14.90
TWO PARTY (EMPLOYEE + ONE)	\$48.57	\$0.00	\$0.00	\$364.69	\$80.22
FAMILY (EMPLOYEE + TWO OR MORE)	\$159.58	\$0.00	\$0.00	\$654.58	\$238.58

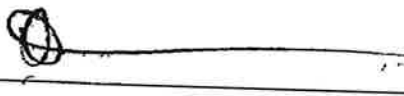

*Classified employee's share costs are negotiated annually by your union and therefore are subject to change.
Confidential employee's share costs are negotiated annually by your Meet and Confer Group and therefore are subject to change.
Your cost will be deducted from your payroll check in 10 equal installments starting in October. As the withdrawal will be done in 10 installments, it will be higher than the amount stated in the table. For 12 month employees the cost will be taken out over 12 months.*

Side Letter Agreement Between SCCS and SCCCE Example: Increases to the Base Insurance Plan

Effective October 1, 2016 increases to health insurance will be split; 70% SCCS and 30% SCCCE.
A new Base will be calculated as follows;

This is an **EXAMPLE** of how a new Base will be established using 5% as the increase.

Current Base	5% Increase	70% SCCS Split of the	30% SCCS Split of the increase	New Base (Current Base plus
Single - \$880	\$44	\$30.80	\$13.20	\$910.30
Employee+ One - \$1700	\$85	\$59.50	\$25.50	\$1,759.50
Family - \$2371	\$118.50	\$82.99	\$35.56	\$2,453.99

Robert Chacanaca, SCCCE President  Date 8 Sept 2016
 Kris Munro, Superintendent  Date 9/7/16

District's Maximum Monthly Contribution towards Classified Medical Insurance

District's Maximum Monthly Contribution towards Classified Medical Insurance									
Calculations Based Upon: Blue Shield HMO \$25 Office/\$500 Hospital Plan									
	15-16		16-17		District Contribution Base 16-17				
Full Time	Premium	Premium	Increase	District 70%					
Single	\$ 822.00	\$ 842.00	\$ 20.00	\$ 14.00	\$ 894.00				
2 Party	\$ 1,605.00	\$ 1,644.00	\$ 39.00	\$ 27.30	\$ 1,727.30				
Family	\$ 2,253.00	\$ 2,307.00	\$ 54.00	\$ 37.80	\$ 2,408.80				
Part Time									
Single	\$ 822.00	\$ 842.00	\$ 20.00	\$ 14.00	\$ 894.00				
2 Party	\$ 1,605.00	\$ 1,644.00	\$ 39.00	\$ 27.30	\$ 1,670.43				
Family	\$ 2,253.00	\$ 2,307.00	\$ 54.00	\$ 37.80	\$ 2,251.82				
Full Time	17-18 Premium	District Contribution Base 17-18	2017-18 SCCS Employee Monthly Rate	18-19 Premium	District Contribution Base 18-19	2018-19 SCCS Employee Monthly Rate	19-20 Premium	District Contribution Base 19-20	2019-20 SCCS Employee Monthly Rate
Single	\$ 898.00	\$ 933.20	\$ -	\$ 913.00	\$ 943.70	\$ -	\$ 975.00	\$ 987.10	\$ -
2 Party	\$ 1,754.00	\$ 1,804.30	\$ -	\$ 1,772.00	\$ 1,816.90	\$ -	\$ 1,894.00	\$ 1,902.30	\$ -
Family	\$ 2,462.00	\$ 2,517.30	\$ -	\$ 2,483.00	\$ 2,532.00	\$ -	\$ 2,655.00	\$ 2,652.40	\$ 2.60
Part Time									
Single	\$ 898.00	\$ 933.20	\$ -	\$ 913.00	\$ 943.70	\$ -	\$ 975.00	\$ 987.10	\$ -
2 Party	\$ 1,754.00	\$ 1,747.43	\$ 6.57	\$ 1,772.00	\$ 1,760.03	\$ 11.97	\$ 1,894.00	\$ 1,845.43	\$ 48.57
Family	\$ 2,462.00	\$ 2,360.32	\$ 101.68	\$ 2,483.00	\$ 2,375.02	\$ 107.98	\$ 2,655.00	\$ 2,495.42	\$ 159.58

SICK LEAVE BALANCE ELECTION FORM

Classified employee, you have the following rights concerning your sick leave balance upon separation of employment from the Santa Cruz City Schools District.

1. PERS Retirement: To receive sick leave credit towards the member's PERS retirement, the member must request transfer of sick leave from the employer within 120 days from the date of separation.
2. Transfer to New Employer: Accrued sick leave may be transferred to any K-12 School District within the state of California within 12 months from the date of separation.
3. 39-Month Rehire/Resignation: A former employee who resigned in good standing may be reinstated to a vacant position within 39-months of the last date of paid service. All rights, benefits and burdens including accrued sick leave balance at time of separation shall be reinstated.
4. 39-Month Rehire/Layoff: An employee laid off from the District may be reinstated to a vacant position within 39-months of the official date of layoff. All rights, benefits and burdens including accrued sick leave balance at time of layoff shall be reinstated.
5. Catastrophic Leave Donation: Upon separation from service for any of the reasons stated below, an employee may choose to donate all or a portion of their accrued sick leave balance to the Classified Catastrophic Leave Bank. This donation is non-rescindable. (SCCCE Contract)

Name: _____

Social Security # (last 4 digits): _____

Current Job Classification(s): _____

Reason for separation of employment (check one):

Retirement

Resignation

Layoff

Last day employed with the District: _____

Sick leave balance as above date (in hours): _____

I have read and understand the above options regarding my accrued sick leave balance.

I elect to donate _____ hours of my accrued sick leave to the Classified Catastrophic Leave Bank. I understand that these hours, once donated, can not be returned to me.

Signature _____ Date _____

Original to HR: _____ Copy to Payroll: _____

SANTA CRUZ CITY SCHOOLS/SCCCE, LOCAL 6084
JOB STEWARD DESIGNEE FORM

Employee's Name _____
(Please Print)

Position last held with District _____

I hereby designate the undersigned, _____
(Name of Agent)

to receive any notices, of re-employment directed to me by the Santa Cruz City Schools between
the dates of _____, when this Authorization shall take effect, _____ and
_____, when it shall terminate.

I wish to have all such re-employment notices sent to the address shown below and not to my
home address on file with the Human Resources Office.

I agree that the District shall not be held liable in any way for any claim which might arise out of
this Agreement

Date Signature of Employee

I hereby notify the Santa Cruz City Schools that I am the designee of the above Employee for
purposes of receiving any notices of re-employment sent by the Santa Cruz City Schools.

Please send notices to the following address:

PLEASE PRINT

Name

Street City State Zip

Date Signature of Designee

Jeanie Brown,
President, SCCCE

Kris Munro,
Superintendent, SCCS

ARTICLE VIII HOLIDAYS

1. For the 2019-20 school year, the District shall pay the cost of a half (1/2) Floating Holiday. In total, the unit member will receive a half (1/2) day paid Floating Holiday. 9-Month employees are paid for this Floating Holiday during Spring Break, and 10, 11, and 12-Month employees choose their half (1/2) day paid Floating Holiday.
2. For the 2016-2017, 2017-2018, and 2018-2019 school years, the District shall pay the cost of an additional half (1/2) day paid Floating Holiday. In total, the unit member will receive 1 full paid floating holiday. 9-Month employees are paid for this floating holiday during Spring Break, and 10, 11, and 12-Month employees choose their floating holiday.

ARTICLE IX- WAGES

1. For 2016-17, a 3% salary increase retroactive to July 1, 2016 shall be applied. All retirees will get the 3% increase for 2016-17. They will also receive any other increases that may become available after the estimated actuals and unaudited actuals are finalized. (see #4 below).
2. For 2017-18, a 2% increase on the salary schedule and the EWA (Extra Work Agreements) retroactive to July 1, 2017. This payment will only be granted to the SCCCE members that are on the June 2018 payroll. Unit members who have left during the 2017-18 school year will not be eligible for the 2% increase. They will also receive any other increases that may become available after the estimated actuals and unaudited actuals are finalized. (see #4 below).
3. Reconvened for 2017-18 following unaudited actuals (see #4 below), a 1.4% on the schedule salary adjustment retroactive to July 1, 2018 excluding all previous paid EWA (Extra Work Agreements); 1% off salary schedule will be paid to members employed as of November 28, 2018. This one-time bonus will be based on the new salary schedule inclusive of the 1.4% increase. All EWA's (Extra Work Agreements) are not subject to the 1%. Range 16 Step 1, 2, and 3 moves to \$14.00, \$15.00, and \$15.40 (respectively). The 1.4% is not added to these values. Range 17 Step 2 moves to \$15.10. The 1.4% is not added to these values. Range 18 Step 2 moves to \$15.40. The 1.4% is not added to these values.
4. A 1.25% pay increase on the salary schedule for the 2018-19 school year retroactive to July 1, 2018.
5. The District and SCCCE will reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2018-19 school year to determine if there is a variance in the unrestricted reserve (exclusive of parcel tax funds) greater than 2% between the estimated actuals and the unaudited actuals that could be committed to further increases to SCCCE in either on going or one time funds. We will resume salary negotiations for the 2019-20 no later than October 1, 2019.

ARTICLE X HEALTH AND WELFARE BENEFITS

A. Cost of Health Benefits 2016-2017

1. For full-time bargaining unit members thirty-five (35) to forty (40) hours per week effective October 1, 2016, the District's maximum monthly contribution towards medical insurance for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier, coverage shall be as follows:

Employee Only:	\$894.00	See Appendix F for current
Employee Plus One:	\$1,727.30	districts contribution (Base
Family:	\$2,408.80	Rate)

Unit members who enroll in a plan that costs more than the District's maximum monthly contribution shall pay the full difference between the District's maximum contribution and the plan chosen by the unit member.

2. For part-time bargaining unit members working twenty (20) to thirty-four (34) hours per week: effective October 1, 2016, the District's maximum monthly contribution towards medical insurance for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier coverage shall be as follows:

Employee Only:	\$894.00	See Appendix F for current
Employee Plus One:	\$1,670.43	districts contribution (Base
Family:	\$2,251.82	Rate)

Unit members who enroll in a plan that costs more than the District's maximum monthly contribution shall pay the full difference between the District's maximum contribution and the plan chosen by the unit member.

3. For all bargaining unit members working twenty (20) to forty (40) hours per week, the District shall pay the full cost for a dental plan and vision plan, for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier. The District will pay the full cost of life insurance and disability insurance for the employee. The District shall pay the premium increases for these plans.

B. Cost of Health Benefits 2015-2016:

1. After the Health Benefits Committee chooses the carrier and plans for 2015-2016, the District and SCCCE shall determine which plan is most equivalent to the current HMO Plan #3. This plan will be called the "Base Plan" for the purposes of this section.
2. Effective October 1, 2016, unless otherwise negotiated, the District will begin to pay 70% of any annual rate increases to the Base Plan for unit members working from twenty (20) to forty (40) hours per week. This rate increase would establish a new Base Plan amount that includes the 70%/30% split for increase cost. The remaining 30% of any increases for the Base Plan shall be paid by the unit members. SCCCE will only pay the 30% up to an 8% increase to the Base Plan; SCCS will cover 100% of increases over 8%. If a unit member selects a plan that is more expensive than the current Base Plan, the unit member shall pay the full difference between the District's maximum monthly contribution to the Base Plan and the plan chosen by the employee.

Reference Appendix E for updated rates to the Base Insurance Plan and the calculations year over year.

Appendix – I - Historical Addendum (continued)

3. For all bargaining unit members working twenty (20) to forty (40) hours per week, the District shall pay the full cost for a dental plan and vision plan, for employee, spouse, domestic partner and eligible dependents, subject to the requirements of the carrier. The District shall pay the premium increases for these plans.
4. SCCCE and SCCS will meet annually to negotiate the next year's benefit plans prior to open enrollment. In the absence of a current year contract, employee's health benefit contributions will remain status quo with the agreed upon 70%/30% split of increases. SCCCE will only pay the 30% up to an 8% increase to the Base Plan; SCCS will cover 100% of increases over 8%.
5. For the 2015-16 year only, based on the agreed upon plans for 2015-2016, the District and the SCCCE will split the savings, 75% to SCCCE and 25% to the District as described below, created by the migration of employees from higher cost plans to lower cost plans effective October 1, 2015. The "savings" to be shared shall be calculated by comparing the District's contribution to medical benefits for the unit on September 2015 to the District's contribution to medical benefits for the unit on October 2015. This one month savings calculation will be multiplied by 12. That total will be split 75% to SCCCE and 25% to the District. The savings will be placed on the salary schedule unless the parties meet to negotiate an alternative use of the SCCCE Portion.