

Agreement Between

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021**

and

**COTATI-ROHNERT PARK
UNIFIED SCHOOL DISTRICT**

July 1, 2017 - June 30, 2020

Stronger Together

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ARTICLE 1
AGREEMENT

1.1. Agreement

THIS AGREEMENT, made and entered into this 19th day of June, 2017, by and between the COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, hereinafter referred to as "SEIU 1021".

1.2. Definitions

- 1.2.1. BOARD: the Cotati-Rohnert Park Unified School District Board of Trustees.
- 1.2.2. CLASSIFICATION: Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each position, and the regular monthly salary ranges for each such position.
- 1.2.3. CONTINUOUS SERVICE: includes all continuous time worked for the District as a permanent employee.
- 1.2.4. COMPENSATORY TIME OFF: is leave with paid time that may be accrued as provided for in this Agreement.
- 1.2.5. DAY: Any day, Monday through Friday inclusive, in which the central office of the District is open for business.

- 1.2.6. DISTRICT: the Cotati-Rohnert Park Unified School District.
- 1.2.7. EMERGENCY OPERATIONS: the performance of District functions or services necessary to protect the lives, safety, health of students and staff members and to protect the property of the District.
- 1.2.8. EMPLOYEE: any person legally employed by the District and a member of the Bargaining Unit represented by the Union.
- 1.2.9. HOURS WORKED: includes all time spent while the employee is engaged in duties or activities required by the District.
- 1.2.10. PAID STATUS: whenever an employee is at work (excluding a duty-free period such as a lunch), absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.
- 1.2.11. PAY PERIOD: the fixed regularly recurring period of one hundred seventy-three and thirty-three hundredths (173.33) hours which falls between the 1st and last of the month. Employees shall be paid for regular services one time per calendar month on the last working day of the month.
- 1.2.12. PROBATIONARY PERIOD: the trial period immediately following an original or promotional appointment to a permanent position from an eligibility list. The probation period for new hires shall be one year. The probationary period for a promotional appointment shall be six months.
- 1.2.13. REGULAR RATE OF PAY: As defined in the Fair Labor Standards Act it includes all remuneration for employment paid to an employee.

- 1 1.2.14. SALARY RANGE: a series of consecutive salary steps that comprise
2 the rate of pay for a classification.
- 3 1.2.15. SENIORITY: first day of paid service within the classification and
4 higher classes throughout the District.
- 5 1.2.16. SEPARATION: leaving a position; includes resignation, dismissal,
6 layoff or retirement.
- 7 1.2.17. SUSPENSION: an enforced absence of an employee without pay for
8 disciplinary purposes or pending investigation of charges made
9 against an employee.
- 10 1.2.18. UNION: Service Employees International Union, Local 1021, AFL-
11 CIO, CLC.

ARTICLE 2
RECOGNITION

2.1. The District recognizes SEIU 1021 as the exclusive representative for the employees in the Assistant Unit.

2.2. The Assistant Unit consists of employees as stated in the listing of positions set forth in Appendix A of this Agreement.

2.3. Other than as specified in 2.4 below for new positions, this Agreement applies only to employees in the above representation unit.

2.4. The parties agree to meet and consult regarding the job description and negotiate the appropriate salary range for all newly created job classifications or positions which would be represented by the unit.

2.5. The unit may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employment Relations Board on any contested positions.

2.6. Other employees, including management, supervisory, confidential and certificated employees shall be excluded.

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ARTICLE 4
UNION RIGHTS

4.1. Exclusive Right

4.1.1. SEIU 1021 shall have the sole and exclusive right to have employee organizational membership dues, initiation and service fees deducted for employees in the Bargaining Unit by the District.

4.2. Payroll Deductions

4.2.1. SEIU 1021 shall be provided with monthly payroll deduction of dues, service fees, and premium amounts for insurance programs sponsored by the Union.

4.2.2. SEIU 1021 will provide the District with a list of premium amounts for insurance programs to be deducted from represented employees. Said listings will remain in force until amended by SEIU 1021 in writing. Such deductions shall not be made without prior authorization by the employee. A copy of said authorization shall be provided to the District.

4.2.3. The District will provide payroll deduction as specified in 4.2.1 from the wages of all employees who are members of SEIU 1021 on the date of the execution of this Agreement, and from the wages of all employees who become members of SEIU 1021 after the date of execution of this Agreement, provided a dues authorization is submitted to the District. Effective on a date to be determined by SEIU 1021, but not earlier than January 1, 2001, unit members who do not

1 pay dues shall, as a condition of employment, be required to pay a
2 service fee to SEIU.

3 4.3. Communication with Employees

4 4.3.1. Upon the request of the Union, not to exceed three (3) times per year,
5 the District shall provide the Union with a list of the names, home
6 addresses, phone numbers, and work locations of all employees
7 represented by SEIU Local 1021.

8 4.3.2. Once a month the District shall make available to the Union the names,
9 work locations, and work phone numbers of all newly hired
10 employees who are represented by SEIU 1021; and the names of all
11 SEIU 1021-represented employees who have terminated employment
12 with the District.

13 4.3.3. A Union representative (Field Representative, Steward, Site Rep.) shall
14 be entitled to contact all newly hired employees on the employees'
15 own time (i.e., before and after school, breaks, and lunch periods
16 during the normal work day for the purpose of providing the
17 employee with a Union brochure.

18 4.3.4. The Union may designate up to two representatives for each work
19 location which has a student enrollment of greater than 800; otherwise
20 the Union may designate one representative for each work location.
21 By August 31 of each year the Union will provide the District with a
22 current and updated list of Union representatives. If a change in
23 representatives is made, the District shall be advised in writing of such
24 change. After notifying his/her immediate supervisor, a representative

1 shall be permitted to leave his/her normal work area during
2 reasonable times for no longer than ten (10) minutes in order to assist
3 in the investigation of a grievance. The representative shall, during
4 non-work time, be entitled to seek and obtain assistance from Union
5 staff personnel.

6 4.3.5. The Union shall have the use of the District mail system to
7 communicate with employees.

8 4.3.6. With the approval of the unit member, a union representative shall
9 have the authority to file notices and take action on behalf of the unit
10 member relative to rights afforded under this Agreement.

11 4.3.7. Bulletin board space shall be provided in the lounge or other place at
12 each school site where unit members congregate. Material posted on
13 the bulletin board must be clearly related to legitimate Union business.

14 4.3.8. The Union shall have the right, subject to the approval of the site
15 principal, to make reasonable use of school equipment, buildings, and
16 facilities at reasonable times and/or in a reasonable manner, provided
17 such use does not interfere with nor interrupt class or other normal
18 school operations.

19 4.3.9. The Union shall have the right to request that items be placed on the
20 agenda of each regular Board meeting.

1 **Release Time for Negotiations**

2 4.4.1. Up to six (6) employees shall be allowed to attend negotiating sessions
3 If a negotiating session is held during regular work hours up to four
4 (4) employees shall receive their normal compensation; and whenever
5 possible, a volunteer will be used to cover the normal work
6 assignment of each such employee, so as to provide the least
7 disruption to the education of the students.

8 4.4.2. To the extent possible, the District and the Union agree to schedule
9 negotiations during work hours. The parties may mutually agree to
10 schedule them at times other than work hours.

11 **4.5. Union Business**

12 The District will provide up to ten (10) days per contract year of release time
13 for Chapter Chairpersons and/or Chapter Secretary, to attend to Union
14 business away from the work site without loss of pay.

15 **4.6. Use of Volunteers**

16 Volunteers may be used to enhance the educational program and will not
17 displace unit members nor supplant bargaining unit work.

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1 5.1.5. The evaluation shall be in writing and a copy sent to the employee.
2 The evaluator should make every effort to discuss the evaluation with
3 the employee prior to sending the copy.

4 5.1.6. The employee shall have the opportunity to respond in writing to the
5 evaluation and have the response attached to the evaluation.

6 5.1.7. All unsatisfactory evaluations shall include narrative remarks to
7 support the overall rating and shall include specific recommendations
8 for improvements and suggestions for assisting the employee in
9 implementing the recommendations. A meeting will be held with the
10 employee to review the evaluation.

11 5.1.8. The substance of the evaluation is not subject to the grievance
12 procedure. However, if the employee is not satisfied with the
13 evaluation, he/she may appeal through the same process as the
14 grievance procedure up to and including Level III. The decision of the
15 Superintendent shall be final and binding.

16 5.2. **Personnel Files**

17 5.2.1. The personnel file of each employee shall be maintained at the
18 District's Human Resources Department. Employees shall be
19 provided with a copy of any derogatory written material within five
20 business days of placing the material in the employee's personnel file.
21 The employee shall be given an opportunity during non-duty time to
22 prepare a written response to such material. The response shall be
23 attached to the material.

1 5.2.2. An employee shall have the right to examine and/or obtain copies of
2 any material from the employee's personnel file.

3 5.2.3. All personnel files shall be kept in confidence and shall be available
4 for inspection only to other employees of the District when necessary
5 in the administration of the District affairs or the supervision of the
6 employee. Any person who has examined a personnel file (other than
7 routine access by employees of the Human Resources Department),
8 shall sign and date in the space provided in the file.

9 5.2.4. Any person who drafts and/or places material in an employee's
10 personnel file shall sign and date the material.

11 5.2.5. The employee's personnel file shall be available for examination by the
12 employee or his/her SEIU 1021 representative if authorized in writing
13 by the employee.

14 **5.3. School Calendar**

15 5.3.1. The Union shall have one (1) representative on the District Calendar
16 Committee.

1 ARTICLE 6

2 HOURS OF EMPLOYMENT

3 All employees are non-exempt from the provisions of the Fair Labor Standards Act
4 (FLSA), and shall be accorded all their legal rights as specified by FLSA, so long as the
5 act applies to the District.

6 6.1. Hours and Days of Employment

7 6.1.1. Work Day

8 Employees covered by this Agreement shall be paid for all hours
9 worked in accordance with all other provisions of the Agreement. The
10 arrival and departure time of each employee shall be determined at
11 the sole and exclusive direction of the District. The length of the work
12 day shall be designated by the District for each full-time assignment;
13 provided, however, that a reduction in assigned time shall be treated
14 as a subject of negotiations in accordance with applicable state law.
15 The District shall notify the Union at the earliest possible time of any
16 anticipated need to reduce schedules. The Union and the District agree
17 to meet and confer in an effort to foster full understanding of the
18 situation and to jointly explore alternatives. The specific scheduling of
19 days and hours for part-time employees, within the limits of their
20 assigned time, shall be subject to adjustment at the discretion of the
21 work site administrator. After the work year has begun, whenever
22 possible, an employee will be given at least five (5) days advanced
23 notice of any involuntary permanent change in days or hours of work.

1 **6.1.2. Work Year**

2 6.1.2.a Beginning in 2011-12, the work year shall be the number
3 of instructional days plus one additional work day.

4 **6.2. Overtime**

5 6.2.1. Authorized overtime is defined as that time worked by an employee
6 in excess of eight (8) hours in any one day or forty (40) hours in any
7 one calendar week. Compensation shall be allowed for overtime in
8 excess of eight (8) hours in one day or forty hours in one week at a rate
9 equal to time and one-half of the regular rate of pay. All overtime must
10 have prior authorization from the site administrator or
11 Superintendent. Employees shall have the right to refuse non-
12 emergency overtime. Either compensatory time or cash compensation,
13 at the employee's option, shall be given for overtime work until the
14 employee has accumulated 240 hours of compensatory time. An
15 employee with 240 hours of accumulated compensatory time as a
16 result of working overtime will be paid in cash for all overtime worked
17 until the total compensatory time accrued falls below 240 hours.
18 Compensatory time earned as a result of overtime shall be taken at a
19 time mutually acceptable to the employee and the District within
20 twelve (12) months of the date on which it was earned. Each employee
21 who is separated from service shall be entitled to payment for all
22 accrued compensatory time at the employee's base hourly rate of pay
23 at the time of separation.

1 **6.3. Work Beyond Scheduled Hours**

2 6.3.1. Each employee who is asked by his/her supervisor to attend training
3 or other District activities outside the employee's normal work hours,
4 shall either be paid at the employee's normal rate of pay or given hour-
5 for-hour compensatory time off, until the time worked reaches eight
6 (8) hours a day. Once the employee's work time exceeds eight hours,
7 overtime provisions apply.

8 6.3.2. If the time worked beyond the employee's regular schedule is under
9 eight hours, the District will determine if the employee is to receive
10 pay or compensatory time off. Compensatory time earned under this
11 section will be scheduled to be taken off within the same pay period
12 (one month) at a time mutually agreeable between the employee and
13 his/her supervisor.

14 **6.4. Lunch and Rest Periods**

15 Anyone scheduled more than a four (4) hour day shall have a duty-free lunch
16 period of at least one-half (1/2) and no more than one (1) hour at approximately
17 mid-shift for all classifications covered by this Agreement. The specific length
18 of the lunch period and the schedule shall be determined by the site
19 administrator. The duty-free lunch period is one where the employee is able to
20 leave his work site and be free of all work assignments.

21 Employees scheduled four (4) hours or more and less than six (6) hours shall
22 be entitled to one (1) fifteen minute rest period; and employees scheduled six
23 (6) hours or more shall be entitled to two (2) rest periods.

1 **6.5. Inservice Training**

2 Each employee shall be allowed to apply eight (8) hours of paid duty time per
3 year toward attending inservice training sessions offered by the District, the
4 Sonoma County Office of Education, or other District-approved training. The
5 employee must secure prior approval from the site administrator. Travel
6 expenses incurred in attending these training sessions shall be reimbursed to
7 the employee by the District in accordance with the provisions of this
8 agreement under mileage reimbursement. Any time in excess of the
9 employee's regular work day is unpaid time.

10 **6.6. Summer Program Assignments**

11 6.6.1. Summer program assignments shall first be offered in seniority order
12 to unit members within the specific job classification required for the
13 assignment. Unit members actually offered an assignment, whether
14 accepted or not, shall move to the bottom of the following year's
15 summer program seniority list.

16 If no one in the existing classification accepts a summer program
17 assignment, the assignment shall be offered to other qualified unit
18 members in all classifications in District seniority order not
19 classification seniority order.

20 Unit members actually offered an assignment, whether accepted or
21 not, shall move to the bottom of the following year's District summer
22 program seniority list.

23 If no unit member accepts the assignment, the District shall use its
24 regular recruitment procedures to fill the position.

1 ARTICLE 7

2 WAGES

3 7.1. Salary Schedule

4 Refer to Appendix A-1 for salary schedules.

5 7.2. Salary Advance Effective Date

6 Employees hired between July 1 and December 31 will advance on the salary
7 schedule on the next July 1; those employed between January 1 and June 30
8 will not advance until the second July 1 date. Otherwise, all will advance each
9 July 1. Employees will advance on the longevity increments July 1 of the year
10 the employee becomes eligible for the longevity increment.

11 7.3. Mileage Reimbursement

12 7.3.1. Any employee in the bargaining unit required to use his/her vehicle
13 on assigned District business shall be paid by the District at the current
14 IRS rate. Unless there are extenuating circumstances such as
15 prolonged illness, mileage claims must be submitted monthly and
16 received at the District Office not later than ten (10) calendar days after
17 the month in which the expense was incurred.

18 7.3.2. All Assistants will be paid for both mileage and travel time when
19 required to work at more than one work site, regardless of the number
20 of hours worked per day.

21 7.4. Restoration

22 Any permanent employee who is laid off and who is rehired or reinstated in
23 the same classification within 39 months after his/her layoff shall be paid at the
24 succeeding salary step, if applicable, at the time of the layoff.

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1 by unit members in the District approved training and education
2 programs which are directly related to the unit member's current
3 position. Non-college or university training that is completed by the
4 unit member at his or her expense beyond his/her normal work day
5 shall qualify for credit at the rate of fifteen (15) hours equal to one unit.
6 Requests must be pre-approved by the Human Resources Department
7 and should be submitted at least ten (10) days prior to the registration
8 deadline. All requests shall be granted or denied in writing within ten
9 (10) days. Any denial may be appealed in writing to the
10 Superintendent within five (5) days of receipt of the written denial. No
11 more than fifteen (15) units may be compensated for in any one fiscal
12 year. Units earned prior to July 1, 1997 are not eligible for
13 compensation.

14 **7.7. Salary Upon Promotion**

15 When an employee is permanently assigned to a position of higher salary than
16 a previous class, the salary shall be adjusted to the minimum of
17 Step 1 of the new wage provided, however, if the salary minimum of the new
18 range is lower than existing salary, the employee shall be moved to the next
19 higher step in the range in order to provide at least a 5% salary improvement.

20 **7.8. Providing Training to District Employees**

21 Employees shall be compensated for providing District approved training to
22 District employees. The compensation for training shall be equal to one (1) unit
23 of training and education for every six (6) hours of workshop presentation.
24 Requests to provide training shall be submitted to the Human Resources
25 Department for pre-approval.

1 **7.9. Bilingual Premium**

2 Upon unit member's request, for those who are bilingual Spanish, as
3 demonstrated by an assessment of reading, writing, and speaking skills, and
4 agree to use their bilingual skills within the scope of their employment during
5 their regular workday, the District shall provide a stipend set forth on the
6 salary schedule.

7 **7.10. SDC Assistant Overages**

8 Effective with the 2008-2009 school year, SDC assistants will be compensated
9 when their assigned teachers are compensated for class size overages. At the
10 end of each school year, SDC assistants will receive a one-time payment
11 equivalent to fifty percent (50%) of the total amount of overages paid to their
12 assigned SDC teacher.

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ARTICLE 8
HEALTH AND WELFARE BENEFITS

8.1. The District shall contribute, per eligible member to California’s Valued Trust (“CVT”), up to eighty-five (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage but no more than eighty-five (85%) of unit member’s elected plan cost. The District shall contribute, per eligible unit member to CVT, ninety percent (90%) of the amount established by CVT to provide dental, vision and life insurance for the plans agreed upon by the District and SEIU. The level of coverage for each of the benefit plans is listed in Appendix B.

8.2. Health Benefit Eligibility

Eligible members are defined as those unit members who are employed on the first day of any month, excluding members on unpaid leave who are not reimbursing the District for their benefits. For benefit eligibility full time is considered a seven (7) hour FTE. Full time employees must participate in District’s Health benefit plan. This change does not alter the District contribution rates in Article 8.3.

8.3. District Contribution Rate

For those employees who work less than full-time, the District shall contribute a pro-rata share of the above amounts, based on the following ratio:

HOURS PER DAY	PERCENT PAID
4 hours	75%
4.5 hours	81.25%
5 hours	87.50%
5.5 hours	93.75%
6 or more hours	100%

1 **8.3.1. Health and Welfare Benefits – Employee Paid**

2 The District agrees to allow employees working less than four (4)
3 hours per day to participate in the Employees Benefit Plans
4 provided that the employee pays 100% of necessary premiums.
5 Employees would be required to have payroll deduction for the
6 entire amount of premium except when their check is insufficient
7 to cover the total premium. In this case those employees would
8 be billed by the California's Valued Trust (CVT), such payments
9 would be required in advance of the month covered. This benefit
10 will become available at the next regularly scheduled open
11 enrollment period, and is subject to carrier approval.

12 **8.4. Benefits Notice**

13 Within five workdays of the first day of work for an employee newly hired to
14 the District, the District shall provide the employee with a written description
15 of the various fringe benefit programs to which the employee is entitled.

16 **8.5. Retirement Benefits**

17 **8.5.1. District-Paid Benefits**

18 Retirees eligible for coverage will be provided the opportunity to
19 participate in open enrollment. For members of the unit who retire at
20 the age of at least 50 and not older than 65, after 15 years of continuous
21 service with the District, the District will pay an amount up to the Kaiser
22 Plan 4 Early Retiree single rate, or if Kaiser Plan 4 is terminated, a
23 commensurate plan of coverage, toward any medical plan available to
24 active unit members for a period not to exceed ten (10) years or until the
25 retiree reaches the age of sixty-five, whichever comes first. The retiree

1 will pay the Pro Rata cost quarterly for this benefit as described in the
2 Pro Rata formula in section 8.3. Such employees may provide coverage
3 for eligible dependents at the employee's expense with carrier approval.
4

5 8.5.1.1. Retirees eligible for District-paid medical coverage who move
6 out of the areas covered by the providers listed in Appendix B
7 may, if they choose, purchase medical coverage and submit
8 proof of payment on a monthly basis to the Business
9 Department for reimbursement. The District shall reimburse
10 the retiree for the amount it would have contributed for
11 medical coverage had the retiree been able to access coverage
12 through the District's provider.

13 8.5.1.2. For unit members who retire and have rendered ten (10) years
14 continuous service with the District and are at least fifty-five
15 (55), the District will pay the same **percentage** toward medical
16 benefits for retiree only as paid for active unit members for a
17 period not to exceed five (5) years or to age sixty-five (65),
18 whichever comes first. The retiree will also pay the Pro Rata
19 cost for this benefit as described in the Pro Rata formula in
20 section 8.3. Such employees may provide coverage for eligible
21 dependents at the employee's expense with carrier approval.
22

1 **8.5.2. COBRA**

2 Any other retiree fringe benefits shall be in conformance with requirements of
3 COBRA effective July 1, 1987. (Appendix C)

4 **8.5.3. Disabled Employees**

5 An employee who leaves employment with the District due to a
6 disability, but not on a disability or other retirement, may participate in
7 the District health, dental, and/or vision plans, subject to carrier
8 approval, provided that he/she pays the full cost of such coverage and
9 has a minimum of five continuous years of service.

10 8.5.4. The District and the Union agree that they are willing to meet and
11 discuss early retirement packages on an individual employee basis,
12 which will be of mutual benefit to the District and to the employee.

13 **8.5.5. Early Retirement Incentive**

14 8.5.5.1. The District may provide an early retirement incentive for
15 unit members who meet the following eligibility requirement.

16 8.5.5.1.1. The unit member must have fifteen (15) years of
17 service in the District.

18 8.5.5.1.2. The unit member must be at least 55 and not more
19 than 62 years of age on the effective date of his/her
20 retirement.

21 8.5.5.1.3. The unit member must qualify for retirement with
22 PERS, if applicable.

8.5.5.1.4. The unit member must be in paid status during the last five (5) years of service.

8.5.5.1.5. Based on extenuating circumstances, the Board may waive the provisions of 8.5.5.1.4.

8.5.5.2. The early retirement incentive program is available to eligible unit members at the discretion of the Board of Trustees. The District will notify unit members eligible for early retirement on or before March of the availability of this program for that school year.

8.5.5.3. The unit member must submit a letter of retirement to the District Office no later than May 1. The effective date of retirement shall be between June 30 and August 15.

8.5.5.4. If the Board approves the early retirement incentive for the unit member, the unit member's letter of retirement shall be irrevocable.

8.5.5.5. The District shall calculate the amount which would have been due to PERS under the Golden Handshake Program. If the incentive is less than \$5,000, the employee shall receive one payment in the fiscal year following the effective date of retirement. If the incentive is \$5,000 or more, the employee shall receive two equal payments, to be paid in each of the first two fiscal years following the effective date of retirement.

1 8.5.5.6. At the option of the unit member, he/she shall be able to use all
2 of part of the cash payment to purchase dependent health
3 insurance through the District's health insurance program.

4 8.6. Benefit Coverage

5 8.6.1. Waiving of Benefits

6 Unit employees will not be required to waive Health Benefits as a
7 condition to being scheduled additional hours within regular District
8 classified positions. (This does not include noon duty supervision time
9 as provided by the Education Code.) An employee's qualification for
10 Health Benefits will be based upon his/her regularly scheduled total
11 hours of work within the District, with the exception of noon duty
12 supervision.

13 For purposes of this section regularly scheduled hours may include
14 working in more than one position and/or more than one classification.

15 8.6.2. Ten-Month Pay Employees (Benefits)

16 Employees who have worked the entire school year are entitled
17 to health benefit coverage for the two months prior to the month
18 in which the following school year commences, even if the
19 employee resigns or is laid off during summer break as long as
20 the employee pays their share of the annual premium.

21 8.7. IRS 125 Plan

22 The District shall establish an IRS 125 Plan to allow unit members to shelter
23 certain health care expenses (co-payments, deductible, etc.) as pre-tax payroll
24 deductions.
25

1 **8.8. State Disability Insurance**

2 SEIU 1021 has chosen to participate in the California State Disability
3 Insurance program at the employee's expense by payroll deduction. The
4 District will pay administrative costs. Participation will be effective the first
5 day of the quarter following ratification and acceptance by the California
6 Employment Development Department.

ARTICLE 9

HOLIDAYS

9.1. Classified employees shall be allowed the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	Pursuant to District Calendar (Normally a Monday or Friday)
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
In lieu of Admission Day	As Assigned
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving.....	Friday following Thanksgiving
Christmas	December 25
Other	any day declared by the President of the United States or Governor of California as a holiday.

9.2. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed; when a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

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ARTICLE 10
VACATION

10.1. Vacation Pay

Each employee shall be reimbursed for earned vacation leave at the end of each school year.

10.2. Vacation Schedules

At the employee’s option and when agreeable with his/her supervisor, an employee may receive time off in lieu of vacation pay.

10.3. Vacation Accrual

Vacation shall be provided in the following schedule:

1 to 5 years.....	2 weeks
6 to 15 years.....	3 weeks
16 years on	4 weeks

10.4. Vacation Payoff

Each employee who is separated from employment after completing six (6) months of continuous service with this office shall be entitled to payment in lieu of all unused vacation which he/she may have accumulated as of his/her last day of work. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.

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ARTICLE 12
JURY DUTY OR COURT-ORDERED SUBPOENA

12.1. A leave with pay shall be granted to employees called for jury duty or subpoena in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty or court-ordered appearance after 12:00 noon. An employee who receives a jury summons or subpoena shall submit a copy of the summons or subpoena. At the conclusion of jury duty or court-ordered appearance, the employee shall submit a statement from the Jury Commissioner’s Office, or from the court in case of a subpoena, specifying the dates and times served by the employee. This shall be attached to the Absence Record. The employee shall receive his/her full pay during the leave period.

ARTICLE 13

MILITARY LEAVE

13.1. Military leave of absences shall be granted and compensated in accordance with Military and Veterans Code sections 389 and 395. In addition paid leave shall be granted to employees, who are members of any reserve corps of the armed forces of the United States or the National Guard, and are called into service to respond to a local emergency declared by the President, the Governor, or the Sonoma County Board of Supervisors.

1 ARTICLE 14

2 SICK LEAVE

3 14.1. Sick Leave Accrual

4 14.1.1. Every classified employee employed five (5) days a week by the
5 District shall be entitled to one (1) day per duty month leave of absence
6 due to illness or injury with full pay. The unused portion of sick leave
7 is accumulative from year to year without limitation.

8 14.1.2. Classified employees employed five (5) days a week for less than a full
9 fiscal year are entitled to that proportion of twelve (12) days leave of
10 absence for illness with pay as the number of months employed bears
11 to twelve (12).

12 14.1.3. Classified employees employed less than five (5) days a week and for
13 less than a full fiscal year are entitled to that proportion of twelve (12)
14 days leave of absence for illness or injury with pay as the number of
15 days employed per week bears to five (5).

16 14.1.4. Service Credit upon Retirement

17 As long as service credit is allowed and provided for by law,
18 employees who separate from the District through retirement, shall be
19 entitled to have all unused accrued sick leave credited to the
20 employee's hours of service credit for purposes of retirement under
21 PERS.

1 **14.2. Long Term Illness/Accident**

2 When an employee has expended his/her accrued sick leave and is absent due
3 to an illness or injury which in the case of an ongoing condition has a duration
4 of more than five consecutive work days, the employee shall be eligible for
5 differential leave. The differential period shall be for a maximum of one
6 hundred (100) duty days and begins on the first day of the long-term illness or
7 accident leave.

8 Under differential leave the amount deducted from the salary due the regular
9 employee for any month in which the absence occurs shall not exceed the sum
10 which is actually paid a substitute employee employed to fill his/her position
11 during the absence. In the event that the absent employee is on the first step of
12 a salary range, the employee shall receive at least a five (5) percent differential.
13 An employee eligible for differential leave must use accrued vacation or
14 compensatory time between the expiration of sick leave and the beginning of
15 differential leave.

16 The District shall continue to make its normal contributions toward the costs
17 of health, dental, vision, and long term disability coverage for an employee
18 who is on extended sick leave for the duration of the leave or five months,
19 whichever is less.

20 **14.3. Exhaustion of all Paid Leave/39 Month Reemployment List:**

21 When an employee has exhausted all authorized paid or unpaid leave and is
22 medically unable to resume his/her duties, the employee shall be placed on a
23 thirty-nine (39) month reinstatement list. If, during the thirty-nine (39) months,
24 the employee is able to assume the duties of his/her position, he/she shall be
25 reemployed in the first vacancy in the classification of his/her previous

1 assignment over all other applicants except those laid off for lack of work or
2 lack of funds.

3 **14.4. Reporting Absences**

4 Except in cases of emergency, all employees shall give notice of their
5 impending absence through the District reporting system to their principal or
6 supervisor during the working day preceding the absence.

7 **14.5. Return to Work**

8 An employee is expected to return to work the workday immediately following
9 an absence unless s/he reports continuing absence. If the employee fails to
10 return to work and fails to report the absence, s/he will be absent without paid
11 leave and will be placed on unpaid leave for any such day.

12 **14.6. Partial Sick Day**

13 A sick day, once commenced, may not be reinstated as a working day unless
14 approved by the immediate supervisor. Medical appointments for a portion
15 of the work day may be taken as sick leave provided, however, that such
16 leave shall be for a minimum of one (1) hour.

17 **14.7. Physician Certification**

18 The District may require certification from a physician or other proof of illness
19 for days of absence due to illness or accident. Normally, this shall be done
20 when the absence exceeds five (5) days; however, the District may require such
21 proof if the employee is absent for three (3) days or more and there are concerns
22 of excessive/inappropriate use or abuse of sick leave.

23 14.7.1. The following guidelines are to be used in determining whether or not
24 an employee may be using sick leave inappropriately.

Inappropriate use is likely when one or more of the circumstances listed below exist without a reasonable explanation such as the employee or a member of the employee's immediate family having a serious illness or injury, surgical procedures, or a chronic illness, or other reasonable explanation for a high rate of sick leave usage.

Possible signs of abuse:

1. A pattern of sick leave usage primarily on Mondays and/or Fridays; holidays, or inservice days;
2. Using more than the total amount of sick leave accrued;
3. Using the entire amount of sick leave accrued each year over a period of two years;
4. Using sick leave when a request for time off has been denied.

Each circumstance will be evaluated on a case by case basis, with the employee having an opportunity to explain the reason for a high use of sick leave when the reason is not already known by the District.

Employees are not required to disclose medical information or a specific diagnosis, but may chose to do so on a voluntary basis.

14.8. Absence After 5 Days

After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician as to an employee's fitness to return to work.

14.9. Stay Well Incentive Program

The District will buy back one (1) day of sick leave from unit members who use less than 3.5 days of sick leave per calendar year (includes all absences except industrial accident/illness leave and the one day donation to the catastrophic leave bank).

1 One day of sick leave equals the number of hours the employee works per day.
2 The calculation will be based on July 1 through June 30. An employee must
3 have been employed for the entire school year to participate.
4 Payment for sick leave incentive under this program will be made no later than
5 the September supplemental payroll (generally October 10) for those
6 employees who submit the required documents in a timely fashion.

1 ARTICLE 15

2 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

3 15.1. Employees shall be allowed up to sixty (60) working days paid leave in any
4 year for the same accident.

5 15.2. Allowable leave shall not be cumulative from year to year.

6 15.3. Industrial accident or illness leave will commence on the first day of absence.

7 15.4. Payment for wages lost on any day shall not, when added to an award granted
8 the employee under the worker's compensation laws of this state, exceed the
9 normal wage for the day.

10 15.5. Industrial accident leave will be reduced by one day for each day of authorized
11 absence regardless of a compensation award made under worker's
12 compensation.

13 15.6. When an industrial accident or illness occurs at a time when the full sixty (60)
14 days will overlap into the next fiscal year, the employee shall be entitled to only
15 that amount remaining at the end of the fiscal year in which the injury or illness
16 occurred, for the same illness or injury.

17 15.7. When entitlement to industrial accident or illness leave has been exhausted,
18 entitlement to other sick leave will then be used; but if an employee is receiving
19 worker's compensation, the person shall be entitled to use only so much of the
20 person's accumulated or available sick leave, accumulated compensatory time,
21 vacation or other available leave which, when added to the worker's
22 compensation award, provide for a full day's wage or salary.

- 1 15.8. During all paid leave of absence, under this section, whether industrial
2 accident or leave, sick leave, vacation, compensated time off or other available
3 leave provided by law or the action of a governing board, the employee shall
4 endorse to the District wage loss benefit checks received under the worker's
5 compensation laws of this state. The District, in turn, shall issue the employee
6 appropriate warrants for payment of wages or salary and shall deduct normal
7 retirement and other authorized contribution. Reduction of entitlement to
8 leave shall be made only in accordance with this section.
- 9 15.9. When all available leaves of absence paid or unpaid, have been exhausted and
10 if the employee is not medically able to assume the duties of the person's
11 position, the person shall, if not placed in another position, be placed on a re-
12 employment list for a period of thirty-nine (39) months without pay. When
13 available, during the thirty nine (39) month period, the person shall be
14 employed in a vacant position in the class of the person's previous assignment
15 over all other available candidates except for a re-employment list established
16 because of lack of work or lack of funds, in which case the person shall be listed
17 in accordance with appropriate seniority regulations.
- 18 15.10. Any employee receiving benefits as a result of this section shall, during periods
19 of injury or illness, remain within the State of California unless the Governing
20 Board authorizes travel outside the state.
- 21 15.11. The governing board may, by rule or regulation, provide for as much
22 additional leave of absence, paid or unpaid, as it deems appropriate and during
23 this leave the employee may return to the person's position without suffering
24 any loss of status or benefits. The employee shall be notified, in writing, that

1 available paid leave has been exhausted, and shall be offered an opportunity
2 to request additional leave.

3 15.12. Periods of leave of absence, paid or unpaid, shall not be considered to be a
4 break in service of the employee.

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ARTICLE 16
PERSONAL LEAVE

16.1. Days accumulated for sick leave purposes may be used by an employee, at his/her election, in cases of personal leave. No such accumulated leave in excess of seven (7) days shall be used in any one fiscal year for personal leave purposes. The employee may maintain confidentiality by declining to state the nature of the Personal Leave request. The employee shall notify the immediate supervisor in advance of plans to use personal leave days, except in cases of personal emergency.

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ARTICLE 17

MATERNITY LEAVE

17.1. In cases of expected maternity, employees shall be granted a leave of absence upon written application to the Superintendent or designee through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the Deputy Superintendent, Human Resources, or designee on the basis of the employee's physical condition as certified by her physician, on the best interests of the welfare of the employee and the District.

17.2. Any period of actual physical disability connected with a disability caused or contributed to by a pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefit shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's physician, provided however, that the District may, at its option, obtain other medical opinion.

17.3. Complications arising from pregnancy shall be treated in the same manner as other absences for illness.

17.4. Leave beyond the period of actual physical disability may be taken by the unit member through Family Care and Medical Leave provisions (Article 20).

17.5. At the request of the employee, maternity leave may be granted for the fiscal year following childbirth. No compensation, sick leave or employee benefits will be granted.

- 1 17.6. The date which the employee may return to her position after pregnancy shall
2 be determined by mutual consent of the employee, her physician, her
3 immediate supervisor, and the Deputy Superintendent, Human Resources.
- 4 17.7. This policy shall not be construed so as to deprive any employee of sick leave
5 rights under other sections of the Education Code for absence due to illness
6 resulting from pregnancy.

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1 ARTICLE 20

2 FAMILY CARE AND MEDICAL LEAVE

3 20.1. The District shall provide unit members with unpaid Family Care and Medical
4 Leave pursuant to Federal and State statutes consistent with Board policy
5 provisions except that Paragraph A(2) relating to minimum hours of service
6 shall not apply. As such, to be eligible a unit member only needs to have
7 worked for the District for at least twelve (12) months.

8 20.2. Family care leave may be used for a) birth of the unit member's child; b) the
9 placement of a child with the unit member in connection with the unit
10 member's adoption of the child; c) the serious illness of the unit member's child,
11 parent or spouse; or d) the unit member's own serious illness.

12 20.3. Family care leave shall not exceed twelve (12) weeks in a twelve (12) month
13 period.

14 20.4. The District will continue to pay for health and welfare benefits to the same
15 extent as if the unit member was in paid status.

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ARTICLE 21
PARENTAL LEAVE

21.1. When a child is born to a unit member's spouse or domestic partner, , the unit member may be allowed time off with no loss of pay for two (2) days' absence. Where the employee has accumulated paid sick leave, he shall be allowed to utilize two (2) days of paid sick leave in addition, for a total of four (4) days paid leave.

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ARTICLE 23
GRIEVANCE PROCEDURE

23.1. Definitions

23.1.1. A "grievance" is defined as an allegation that the grievant has been directly and adversely affected by a violation of a specific provision of this Agreement.

23.1.2. A "grievant" is a member of the Bargaining Unit or the Union acting on behalf of the union member(s).

23.1.3. A "day" is any day in which the District Office of the school district is open for business.

23.2. Level 1 - Informal

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within fifteen (15) days after the occurrence or within fifteen (15) days of the date the grievant became aware of the act or omission giving rise to the grievance.

23.3. Level 2 - Formal

If the grievant is not satisfied with the decision at the Level 1 conference, then within ten (10) days after the informal conference, the grievant may present the grievance in writing on the prescribed form (see Appendix D) to the immediate supervisor.

This statement shall be a clear, concise statement of the specific sections of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

1 The immediate supervisor shall communicate his/her decision in writing
2 within ten (10) days after receiving the written grievance. Failure by a grievant
3 to appeal the decision within the specified time limit shall be deemed an
4 acceptance of the decision. Failure by the immediate supervisor to
5 communicate his/her decision within ten days shall entitle the grievant to move
6 the grievance to the next level.

7 **23.4. Level 3**

8 In the event the grievant is not satisfied with the decision at Level 2, the
9 grievant may appeal the decision on the prescribed form (Appendix D) to the
10 Superintendent or designee, within ten (10) days after receiving a decision
11 from Level 2.

12 This statement shall include a copy of the original grievance and appeal, the
13 decision rendered, and a clear, concise statement of the reasons for the appeal.

14 The Superintendent or designee shall communicate his/her decision in writing
15 to the grievant within ten (10) days after receiving the appeal. Failure by a
16 grievant to appeal the decision within the specified time limit shall be deemed
17 an acceptance of the decision. Failure by the Superintendent or designee to
18 communicate his/her decision within the specified time limit shall entitle the
19 grievant to move the grievance to the next level.

20 **23.5. Level 4**

21 In the event the grievance is not resolved at Level 3, either party may request
22 the services of a mediator from the State Mediation and Conciliation Services
23 for assistance in resolving the grievance. Notice must be given by one party to
24 the other within ten (10) days of the Level 3 response, or if no response was
25 rendered, within 10 days of when the response was due.

1 **23.6. Level 5**

2 In the event the matter is not resolved at Level 4, or Level 3 if Level 4 is not
3 used, the grievant may within ten (10) days after the final mediation session,
4 or decision at Level 3, request in writing that SEIU 1021 submit the grievance
5 to an arbitrator. If not submitted by SEIU 1021, the decision at Level 3 shall
6 become final. SEIU 1021 shall identify each aspect of the Superintendent's
7 decision with which the grievant disagrees.

8 The parties shall select a mutually acceptable arbitrator. Should the parties be
9 unable to agree on an arbitrator within ten (10) days of the SEIU 1021
10 submission of the grievance to arbitration, submission of the grievance shall be
11 made to the California State Mediation Service with a request that a list of
12 arbitrators be submitted. The parties will strike names from the list until only
13 one name is remaining. The remaining name will be the arbitrator to hear the
14 appeal. The decision of which party will strike the first name will be decided
15 by the toss of a coin.

16 If a claim is raised as to the arbitrability of a grievance as a result of an alleged
17 violation of the terms of this Article, such claim shall be ruled on first by the
18 arbitrator.

19 The decision of the arbitrator shall be based solely upon the evidence and
20 arguments presented by the respective parties in the presence of each other,
21 and upon arguments presented in briefs, if applicable.

22 The arbitrator shall have no power to alter, amend, change, add to, or subtract
23 from any of the terms of this Agreement, but shall determine only whether or
24 not there has been a violation of the express term of this Agreement in the
25 respect alleged in the grievance.

26 The Agreement constitutes a contract between the parties which shall be
27 interpreted and applied by the parties and by the arbitrator in the same manner

1 as any other contract under the laws of the State of California. The function and
2 purpose of the arbitrator is to determine disputed interpretation of terms
3 actually found in the Agreement, or to determine disputed facts upon which
4 the application of the Agreement depends.

5 The arbitrator's decision shall be in writing and shall set forth findings of fact,
6 reasoning and conclusions on the issues submitted. The arbitrator will be
7 without power or authority to make any decision which requires the
8 commission of an act prohibited by law or by which is violative of the terms of
9 the Agreement. However, it is agreed that the arbitrator is empowered to
10 include in any award such financial reimbursement or other remedies as he/she
11 judges to be proper. The decision of the arbitrator will be submitted to the
12 Superintendent and SEIU 1021 and will be final and binding upon the parties
13 of this Agreement.

14 All costs for the services of the arbitrator, including but limited to, per diem
15 expenses, his/her travel and subsistence expenses, the cost of a court reporter,
16 and the cost of any hearing room, if any, will be borne equally by the Board
17 and SEIU 1021. All other costs will be borne by the party incurring them.

18 **23.7. Miscellaneous**

19 23.7.1. During the pendency of any grievance, the grievant shall conform to
20 the decision of the site administrator.

21 23.7.2. There shall be no retaliation against a grievant for filing a grievance.

22 23.7.3. Time limits for appeal provided at each level shall begin the day
23 following receipt of written decisions by the parties in interest. The
24 time limits may be extended by mutual agreement of both parties.
25 Such extensions shall be confirmed in writing.

- 1 23.7.4. All documents, communications and records dealing with the
2 processing of a grievance shall be filed in a separate grievance file at
3 the District Office.
- 4 23.7.5. Form: The form listed in Appendix D is the form to be used to file a
5 grievance at the formal level.
- 6 23.7.6. Witnesses: Witnesses shall be allowed to participate in the grievance
7 process without loss of pay.

1 ARTICLE 24

2 TRANSFERS

3 24.1. A "transfer" is a move from one school site to another school site.

4 24.2. Personnel are employed for the District rather than for a particular location or
5 school, and shall be subject to and eligible for transfer within the District.

6 24.3. **Voluntary Transfer Procedures**

7 24.3.1. When a new position is created or an existing position becomes vacant,
8 the position will first be opened to current permanent unit members
9 to apply for transfer to that position. A unit member may apply for a
10 transfer by submitting a written request to the Human Resources
11 department.

12 24.3.2. The position shall be posted for not less than five (5) days at work
13 locations. A copy shall be furnished to SEIU.

14 24.3.3. All permanent unit members who submit a written request by the
15 application deadline will be granted an interview.

16 24.3.4. The District will make the final determination to approve the transfer
17 request or to recruit outside the District for the position.

18 24.4. **Involuntary Transfers**

19 After the school year begins, each unit member who is involuntarily
20 transferred shall receive advanced written notice. SEIU will be notified in
21 writing at the same time the unit member is notified. Upon written request by

1 the unit member, the Superintendent or designee shall provide a statement of
2 reasons for the transfer

3 24.5. A unit member who is transferred shall retain credit for all previous service in
4 his/her job class. The transfer shall not change the unit member's salary rate,
5 anniversary seniority date, accumulated sick leave, accumulated vacation
6 leave, or other rights provided for in this Agreement.

1 ARTICLE 25

2 LAYOFF PROCEDURE

3 25.1. Reasons for Layoff

4 Permanent employees shall be subject to layoff whenever necessary due to lack
5 of work or lack of funds. The Union and the District agree that an involuntary
6 hours reduction is a form of layoff.

7 25.2. Notice of Layoff

8 The District shall notify SEIU in writing of any planned layoffs at least sixty
9 (60) calendar days in advance of the effective date. The District agrees to give
10 SEIU more advanced notice whenever possible. Employees who will be laid off
11 shall receive no less than sixty (60) calendar days written notice of a lay off and
12 displacement, if any.

13 25.3. Classification

14 Classification is the act of placing a position in a class and shall be construed to
15 mean that each position in the classified service shall have a designated title, a
16 regular minimum number of assigned hours per day, days per week, months
17 per year, a statement of the specific duties required to be performed in each
18 position, and the regular monthly salary ranges for each such position.

19 25.4. Order of Layoff

20 Class shall mean classification throughout this Agreement. Any layoff shall be
21 effective within a class. The order of layoff shall be based on date of hire.

1 **25.5. Bumping Rights**

2 An employee who is laid off from his or her present class may bump into any
3 class in which the employee has served and has greater seniority, considering
4 his/her seniority in the class and any equal or higher classes. The employee
5 may continue to bump into lower classes in which he/she has had previous
6 service to avoid layoff.

7 Should the laid off employee have a right to bump into more than one class,
8 the employee shall bump into the class with the highest salary. Only an
9 employee who is actually affected by layoff may bump or displace another
10 employee.

11 When an employee exercises displacement rights, the employee shall be
12 entitled to the same number of hours per day as the employee had at the time
13 the employee left the previously held position, with the following exception:
14 By mutual agreement of the Union and the District and to serve the best
15 interests of the students, if the employee was working a fraction of an hour of
16 .5 or greater, the fraction may be rounded up to the nearest whole hour to fill a
17 whole position.

18 This section does not preclude two or more employees sharing positions with
19 District approval. An employee may also occupy more than one position so
20 long as the hours of each position do not conflict.

21 **25.6. Layoff in Lieu of Bumping**

22 An employee who elects a layoff in lieu of bumping maintains his/her
23 reemployment rights under this Agreement.

24

1 **25.7. Equal Seniority**

2 If two (2) or more employees subject to layoff have equal class seniority, the
3 determination as to who shall be laid off will be made by lot.

4 **25.8. Reemployment Rights**

5 Layoff persons are eligible for reemployment for a thirty-nine (39) month
6 period and shall be reemployed in the reverse order of layoff. When a position
7 is abolished, the District shall not use volunteers to perform the duties
8 performed by the employees in the abolished position for thirty-nine (39)
9 months.

10 **25.9. Notification of Reemployment Opening**

11 A. Any employee who has had hours reduced, and is subsequently eligible
12 for reemployment, shall be notified in writing and/or by email of any
13 opportunities to increase hours and shall have up to two (2) working
14 days to respond.

15 B. Any employee who is laid off and is actually separated from service,
16 and is subsequently eligible for reemployment, shall be notified in
17 writing by the District. Such notice shall be sent by certified mail to the
18 last address given the District by the employee.

19 C. The District shall notify each laid off employee actually separated from
20 service by first class mail of any opening in a represented position and
21 promotional opportunities which occur during the thirty-nine (39)
22 month restoration period.
23

1 **25.10. Employee Notification to District**

2 An employee shall notify the District of his or her intent to accept or refuse
3 reemployment within five (5) working days following receipt of the
4 reemployment notice. If the certified letter is returned as undeliverable, the
5 employee is deemed to have declined the offer of employment.

6 If there is no response from the employee within thirty (30) days of the date of
7 delivery, the employee will be deemed to have declined the offer of
8 employment. If the employee accepts reemployment, the employee must
9 report to work within ten (10) working days following receipt of the
10 reemployment notice, unless mutually agreed to the contrary.

11 If the certified letter is received and signed for by someone other than the
12 employee or person named on the employee's emergency card, the employee
13 will have thirty (30) days to respond to the offer of reemployment.

14 **25.11. Voluntary Demotion or Voluntary Reduction in Hours**

15 Employees who take voluntary demotions or voluntary reductions in assigned
16 time in lieu of layoff shall be, at the employee's option, returned to a position
17 in their former class as vacancies become available, in accordance with the
18 Education Code, except that they shall be ranked in accordance with their
19 seniority on any valid reemployment list. Voluntary means a bona fide choice
20 by the employee.

21 **25.12. Retirement in Lieu of Layoff**

22 25.12.1. Any employee in the bargaining unit may elect to accept a service
23 retirement in lieu of layoff, or voluntary demotion, or reduction in
24 assigned time. Such employee shall within ten (10) work days prior to
25 the effective date of the proposed layoff complete and submit a form
26 provided by the District for that purpose.

25.12.2. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

25.12.3. Please also see early retirement language.

25.13. Seniority Roster

The District shall maintain an updated seniority roster indicating employee's hire date of service. Such roster shall be available to SEIU at any time upon reasonable request.

25.14. Restoration From Layoff

- A. Any employee who has had hours reduced and is subsequently eligible for reemployment shall be notified by telephone of any opportunity to increase hours and shall have up to two (2) working days to respond.
- B. Upon return to work, the employee shall be restored to all the benefits and job responsibilities and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays, or other leave benefits.

25.15. Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

1 **25.16. Transition to Other Positions**

2 Any employee actually separated from service with the District, upon request,
3 may meet with the Deputy Superintendent, Human Resources or designee to
4 discuss other employment opportunities in the District. The District will make
5 an effort to place laid off employees in another vacant position within the
6 District for which the employee applies and is qualified.

7 **25.17. Effects of Layoff**

8 Upon request, SEIU shall have the right to negotiate the effects of the proposed
9 layoff.

10 **25.18. Additional Hours**

11 If no employee's hours have been reduced within the past thirty-nine (39)
12 months, any additional hours shall be offered to an employee in the
13 classification at that school site.

1 ARTICLE 26

2 DISCIPLINE

3 26.1. Probationary Period

4 Employees shall serve a period of probation which shall be twelve (12) months
5 in duration. During the probationary period, an employee may be released
6 without cause. Short term or substitute employment does not count toward the
7 fulfillment of the probationary period.

8 26.2. Permanent Employee

9 A permanent employee is one who has completed an initial probationary
10 period of twelve (12) months beyond the initial date of employment with the
11 District as a regular employee in an allocated position. A Permanent employee
12 is referred to in this procedure as an "employee."

13 26.3. Types of Disciplinary Action

14 26.3.1. Salary Reduction: An employee may be moved back to the next lower
15 salary step in accordance with this procedure for a period of time not
16 to exceed six months. The employee will be evaluated at the end of the
17 six month period.

18 26.3.2. Suspension: An employee may be suspended without pay for cause
19 and in accordance with this procedure for a period of up to fifteen (15)
20 work days.

21 26.3.3. Dismissal: An employee may be dismissed for cause and in accordance
22 with this procedure.
23

1 **26.4. Progressive Discipline**

2 This article provides procedures for a progressive discipline program.
3 Normally, unless it is proven that there is just cause for termination or the
4 infraction is so severe that lesser forms of discipline are inappropriate, an
5 employee will be given a verbal or written warning prior to being suspended
6 or terminated.

7 **26.5. Letter of Reprimand**

8 A reprimand or warning notice related to action or lack of action may be placed
9 in an employee's personnel file. The employee shall be provided a copy and a
10 notice of his/her opportunity to respond. The employee must be given at least
11 ten (10) working days to respond before the document is placed in the
12 employee's personnel file. The employee's written comments/response, if any,
13 must be attached to the reprimand or warning notice.

14 **26.6. Permanent Employee Discipline**

15 **26.6.1. Just Cause**

16 Discipline shall be imposed on a permanent employee only for just
17 cause and pursuant to this article and pertinent law(s). No disciplinary
18 action shall be taken for any cause which arose more than two (2) years
19 preceding the date of the filing of the notice of cause, unless such cause
20 was concealed or not disclosed by such employee when it could be
21 reasonably assumed that the employee should have disclosed the facts
22 to the District.

1 **26.6.2. Counseling and Confidentiality**

2 Whenever possible, disciplinary action will be taken only after the
3 employee has been counseled by his/her supervisor regarding
4 unsatisfactory actions or lack of action. All disciplinary meetings,
5 including counseling and verbal or written warnings, will be held
6 between the immediate administrative supervisor and the affected
7 employee. The District will use its best efforts to keep any written
8 material or verbal comments concerning an employee's work
9 performance confidential. No form of counseling or warning is
10 appealable to the Board unless it is part of a more severe disciplinary
11 action such as suspension or termination.

12 **26.7. Meetings**

13 26.7.1. Whenever possible, the supervisor/manager will give an employee
14 advanced notice when he/she needs to meet with an employee about
15 a matter which could possibly lead to discipline of the employee.

16 26.7.2. If an employee is requested to answer questions which he/she believes
17 may lead to his/her discipline, the employee will be allowed a
18 reasonable amount of time to arrange to bring a union representative
19 to the meeting; and the meeting will be postponed, if necessary, until
20 a union representative is available.

21 26.7.3. If an individual makes a complaint regarding a unit member, the
22 complainant shall be required to follow the District's complaint
23 procedure.
24

1 **26.8. Grounds for Discipline**

2 A permanent employee may be subject to disciplinary action for any of the
3 following causes:

4 26.8.1. Abandonment of position, unauthorized absences, or abuse of leave
5 privileges;

6 26.8.2. Conviction of a crime involving moral turpitude, or any other crime
7 which would render the employee unfit to continue his/her job duties;

8 26.8.3. Demonstrated incompetence or inefficiency in the performance of the
9 duties of his/her position;

10 26.8.4. Insubordination, defined as refusal to do properly assigned work,
11 without a reasonable explanation;

12 26.8.5. Neglect of duty;

13 26.8.6. Drinking alcoholic beverages on the job, reporting for work while
14 intoxicated; possession of alcoholic beverages on the job;

15 26.8.7. Unlawful possession, use, sales or otherwise furnishing, arranging to
16 furnish or under the influence of any controlled substance, as defined
17 by the Health and Safety Code;

18 26.8.8. Conviction of a sex offense as defined in Education Code;

19 26.8.9. Conviction of a narcotics offense as defined in the Penal and Education
20 Codes;

21 26.8.10. 26.8.10 Disorderly or immoral conduct while on duty;

1 26.8.22. Engaging in political activity during work time;

2 26.8.23. Offering anything of value or offering any service in exchange for
3 special treatment in connection with the employee's job or
4 employment, or the accepting of anything of value or any service in
5 exchange for granting any special treatment to another employee or to
6 any member of the public;

7 26.8.24. Advocacy of overthrow of federal, state, or local government by force,
8 violence or other unlawful means.

9 **26.9. Evidence**

10 Since disciplinary action is a very serious matter, cause shall be determined to
11 exist only if written evidence has been submitted to both the employee and the
12 employee's supervisor. Written evidence may include signed, sworn
13 statements by witnesses.

14 **26.10. Investigation and Findings**

15 The Superintendent or designee, shall notify the employee of a pending
16 investigation. Upon request of an employee or his/her representative, prior to
17 taking action to suspend, dismiss an employee, or reduce his/her salary, the
18 Superintendent, or designee, will meet with the employee to discuss the
19 situation and consider any evidence or information the employee may wish to
20 provide.

1 **26.11. Notification**

2 26.11.1. Once an investigation has been completed, if the Superintendent
3 determines just cause exists, he/she may recommend such disciplinary
4 action as he or she deems appropriate to the Board of Trustees. The
5 Superintendent shall provide the employee with a written notification
6 of the proposed disciplinary action, prior to providing notice to the
7 Board of Trustees.

8 26.11.2. The written notification of intended disciplinary action to the
9 employee shall contain:

- 10 a. a statement in ordinary and concise language of the specific acts
11 and/or omissions on which the proposed disciplinary action is
12 based;
- 13 b. a statement of the cause for the recommended disciplinary action;
- 14 c. copies of all documents which substantiate the need for
15 discipline;
- 16 d. if it is claimed that the employee has violated a policy, rule, or
17 regulation of the District, such policy, rule or regulation shall be
18 stated in the notice;
- 19 e. a statement of the specific disciplinary action which is being
20 recommended;
- 21 f. a statement of the employee's right to a hearing on the charges
22 and to be represented at such hearing by a representative of
23 his/her choice;
- 24 g. the right to have such hearing conducted in open or closed
25 session; and

1 h. a statement of the time within which the employee may request
2 a hearing, which shall not be more than five (5) work days after
3 service of the notice to the employee.

4 26.11.3. This notice shall be effective upon personal service or signed receipt
5 by the employee if deposited with the United States Postal Service.

6 26.11.4. The notice shall be accompanied by a form which, when returned by
7 the employee, shall constitute a demand for a hearing and denial of all
8 charges.

9 26.11.5. Failure to request a hearing in writing within the specified time shall
10 be deemed to be a waiver of the right to a hearing.

11

12 **26.12. Access to Materials**

13 The employee or his/her authorized representative may, upon request,
14 have copies of the materials in the employee's personnel file upon which
15 the charges are based.

16 **26.13. Scheduling of Hearing Before the Board**

17 Upon receipt of an appeal from the employee or his/her representative, the
18 governing board will convene a hearing within a reasonable time period,
19 but not less than five (5) work days nor more than twenty (20) work days
20 after receipt of the appeal.

1 **26.14. Hearing Before the Governing Board**

2 26.14.1. The hearing shall be conducted by the Governing Board or at its
3 option, may appoint a hearing office for purposes of conducting a
4 disciplinary hearing.

5 26.14.2. The employee shall have the right to appear in person on his/her own
6 behalf, with counsel or such representation as he/she considers
7 necessary, and be heard in his/her defense.

8 26.14.3. The hearing shall be held in closed session, unless the appealing
9 employee requests a public hearing.

10 26.14.4. The employee shall have the right to personally appear and testify, to
11 call, or through a representative call witnesses, examine and cross-
12 examine. Witnesses shall be called individually and excused after
13 testifying, if so requested by the employee.

14 **26.15. Results of Hearing, Decision**

15 26.15.1. If the Board had conducted the hearing itself, the Board shall render a
16 decision as soon as possible after the hearing is completed and adopt
17 it at that meeting or the next regular meeting.

18 26.15.2. If the hearing is conducted by a hearing officer, such decision shall be
19 rendered as soon as possible and presented to the Board at its next
20 regular Board meeting. The Board shall adopt such decision as its
21 decision.

1 26.15.3. The Board or Hearing Officer may affirm, reduce, or rescind the
2 disciplinary action, but may not modify the action to be more severe
3 than as proposed by the Superintendent.

4 26.15.4. A copy of the written decision by the Board shall be sent to the
5 employee and his/her representative no later than five (5) work days
6 after it is adopted. The decision shall include findings of fact and
7 determination of issues by the Board of Trustees.

8 26.16. In cases of dismissal and/or where it is felt that District personnel, students,
9 District property or the public are endangered, the Superintendent may
10 suspend the employee with pay by giving notice to the employee and to SEIU
11 1021 prior to a hearing being held. Such suspension with pay may take place
12 immediately. However, the procedures for notice, hearing, etc. as provided in
13 this article shall be followed. The employee shall remain in paid status until a
14 final decision has been made, which may include disciplinary action or
15 reinstatement to the position held prior to the suspension.

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1 school year. If the individual was employed after September 30 of the
2 just completed school year, the provisions of 27.2.1 above apply to the
3 District's contributions for health and welfare benefits.

4 **27.3. Copy of Agreement**

5 Within thirty (30) days after the final review of this Agreement by the
6 bargaining unit chapter chairperson, the District shall make a printable copy
7 of the Agreement available on the District website.

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1 ARTICLE 29

2 CONCERTED ACTIVITIES

3 29.1. It is agreed and understood that there will be no strike, work stoppage,
4 slowdown, picketing or refusal or failure to fully and faithfully perform job
5 functions and responsibilities, or other interference with the operations of the
6 District by SEIU 1021 or by its officers, agents, or members during the term of
7 this Agreement, including compliance with the request of other labor
8 organizations to engage in such activity.

9 SEIU 1021 recognizes the duty and obligation of its representatives to comply
10 with the provision of this Agreement and to make every effort toward inducing
11 all employees to do so. In the event of a strike, work stoppage, slow-down, or
12 other interference with the operations of the District by employees who are
13 represented by SEIU 1021, SEIU 1021 agrees in good faith to take all necessary
14 steps to cause those employees to cease such action.

15 It is understood that in the event this Article is violated, the District shall be
16 entitled to withdraw all rights, privileges or services provided for in this
17 Agreement or in District policy from any employee and/or SEIU 1021.

1 ARTICLE 30

2 SAFETY

3 30.1. Bomb Threat Procedures

4 30.1.1. All bargaining unit members who are at the site of a bomb threat shall
5 be relocated to an alternate work site if students are evacuated.

6 30.1.2. The alternate work site shall be determined at the beginning of each
7 school year and communicated to each bargaining unit member by the
8 first day of school each year.

9 30.1.3. Unit members shall report to the site administrator at the alternate
10 work site and shall perform work assigned by the alternate work site
11 administrator, their regular work site administrator or by a District
12 administrator.

13 30.1.4. Unit members who are scheduled to report for duty after the bomb
14 threat shall go to their alternate work site.

15 30.1.5. Unit members who have completed their work shift shall not return to
16 work until their next scheduled work shift unless they are requested
17 to do so by their site administrator or by a district administrator.

18 30.1.6. The District shall not permit unit members to volunteer for any duty
19 at the scene of a bomb threat.

20 30.1.7. Unit members shall not return to the site of the bomb threat unless or
21 until the site has been declared safe by the Public Safety Department
22 or by another authorized agency.

1 30.1.8. Bargaining unit members shall not look for or accompany any official
2 looking for suspicious items during any bomb threat.

3 30.1.9. Before relocating to an alternate site, each bargaining unit member
4 shall report any suspicious item(s) in his/her immediate area to proper
5 officials.

6

1 ARTICLE 31

2 EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

3 31.1. The District and SEIU agree to establish an Employer-Employee Relations
4 Committee ("EERC") with the following guidelines:

- 5 1. Each party may have up to two representatives on the EERC, at least one of which
6 shall be a District employee.
- 7 2. The EERC shall meet every other month during the regular school year unless the
8 members agree to additional meetings. EERC members shall jointly establish the
9 meeting schedule for the school year in August of each year.
- 10 3. The parties shall agree to the meeting agenda at least two weeks prior to the
11 meeting. Other items may be added to the agenda by mutual agreement.
- 12 4. Any request for information to be reviewed and/or discussed at the meeting shall
13 be submitted no later than two weeks prior to the meeting. The party to which the
14 request is made shall bring the information to the meeting if the information exists:
15 this includes all requests for information submitted between meetings.
- 16 5. The purpose of the EERC is to promote positive and effective communications
17 between the parties; the EERC is not intended to replace the collective bargaining
18 process. If either party believes that the EERC is not meeting this purpose, either
19 party may suspend its participation in the EERC.
- 20

1 ARTICLE 32

2 COMPLETION OF AGREEMENT / DURATION

3 32.1. Completion of Agreement

4 This document constitutes the entire document between the District and the
5 Union on matters within the lawful scope of bargaining. The District and Union
6 shall have no further obligation to meet and negotiate during the term of this
7 Agreement on any subject or matters contained therein, except as set forth in
8 the reopeners, or as mutually agreed, or as required by law.

9 32.2. Salary Adjustment

10 If another unit receives a salary schedule adjustment in 2017-2018, SEIU may
11 request to reopen negotiations on salary only. This language supersedes the
12 salary adjustment agreement (Article 32.2) dated 9/30/2015 which terms on
13 6/30/2017.

14 32.3. Duration

15 This agreement shall be effective for the period July 1, 2017 through
16 June 30, 2020. This is a closed contract through June 30, 2020, except as set
17 forth in the reopeners, or as mutually agreed, or as required by law.

18 32.4 Reopeners

19 For 2018-2019, the parties may reopen on wages and benefits and each party
20 may reopen on one additional article.
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SIGNATURE PAGE


FOR THE DISTRICT:


Karen Tedesco
Human Resources Manager
Cotati-Rohnert Park USD

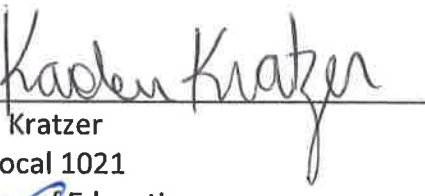

Anne Barron
Chief Business Official
Cotati-Rohnert Park USD

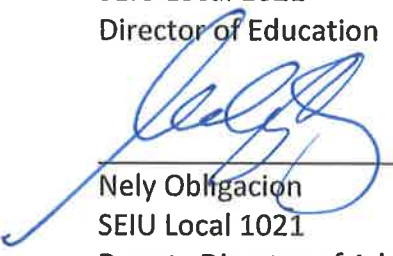
FOR THE UNION:


Bryna Wigmore
SEIU 1021
Chapter President


Yvette Wilhelmsen
SEIU 1021
Chapter Vice President


Maria Peluso
SEIU Local 1021
Field Representative


Kaden Kratzer
SEIU Local 1021
Director of Education


Nely Obligation
SEIU Local 1021
Deputy Director of Advocacy & Internal Organizing


Kristen Lynch
SEIU Local 1021
Acting Executive Director

APPENDIX A ASSISTANTS UNIT

Campus Supervisor

Computer Lab Assistant

EL Assistant

General Education Instructional Assistant

Health Care Assistant

Paraprofessional

Library Assistant

PE Assistant

Sign Language Interpreter I

Sign Language Interpreter II

Speech & Language Pathology Assistant

APPENDIX A-1

Cotati-Rohnert Park Unified School District Service Employees International Union (SEIU) Local 1021 2017-2018 Salary Schedule

Range		1	2	3	4	5	6
1	PE Asst	11.61	12.38	13.14	13.93	14.73	15.49
2	Campus Supervisor EL Asst, Library Asst. Gen. Ed. Instructional Asst. Computer Lab Asst.	11.96	12.77	13.54	14.30	15.17	15.91
3	Paraprofessional Health Care Asst. Sign Lang. Interpreter I	14.28	15.00	15.75	16.53	17.39	18.25
4	Sign Lang. Interpreter II Speech & Language Pathology Assistant	16.66	17.49	18.38	19.29	20.26	21.26

		Range 1	Range 2	Range 3	Range 4
Longevity	10th year	0.92	0.92	1.10	1.25
Incentive Rate	15th year	1.73	1.73	2.07	2.38
	20th year	2.48	2.48	3.08	3.57
	25th year	3.28	3.28	4.15	4.80
Annual Stipend for Bilingual (Spanish)		747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

No change from 2016-17 on salary, bilingual stipend and longevity.

Replaced Instructional Assistant I and II with new Paraprofessional classification at Range 3.

Approved by the Board of Trustees on August 15, 2017.

Effective July 1, 2017.

APPENDIX B
HEALTH AND WELFARE BENEFITS
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
(Effective October 1, 2014)

Medical:

The District shall contribute, per eligible unit member per month to CVT, up to eighty-five percent (85%) of the composite premium charged for Kaiser Plan 4 coverage as per Article 8, but no more than 85% of unit member's elected plan cost.

Kaiser Plans 2, 3, 3 w/Chiro, 4, Wellness Employee and dependents

PPO Plans 1A, 1B, 3B, 4B, Wellness, Bronze..... Employee and dependents

Vision:

Vision Service Plan; C/15 G Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following vision coverage under VSP.

Eye Examination1 each 12 months
Lenses1 each 12 months
Frames.....1 each 12 months
Office Co-Pay \$15.00
2nd Pair of Glasses or contacts subject to a \$20 copayment

Dental:

Delta Dental Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following dental coverage:

No annual maximum on basic coverage, including crowns and cast restorations
Four cleanings per patient per year
Prosthodontics cost sharing 50/50
Nitrous oxide at no additional cost
\$2,000 lifetime maximum orthodontia cost sharing 50/50

Life Insurance:

Unum Provident Life (\$50,000) Employee Only

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide Life Insurance.

APPENDIX C
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM

If more space is required in any section, please attach additional sheets.

Name: _____ Job Classification _____

School: _____ Employee Organization _____

This form is not completed if the grievance is resolved at Level I.

Level I: INFORMAL DISCUSSION WITH SUPERVISOR

Supervisor's Name _____ Title _____

Informal Conference Date: _____ Date of Supervisor's Response: _____

Decision rendered at informal conference:

Level II: WRITTEN GRIEVANCE (Please attach any relevant documents)

Date of Incident(s):

Contract Section violated:

Description of Grievance:

Employee Signature: _____ Date _____

Supervisor's Decision:

Supervisor's Signature: _____ Date _____

Level III: APPEAL TO SUPERINTENDENT

Date of Appeal: _____ Employee Signature _____

Superintendent's Solution:

Superintendent's Signature: _____ Date _____

Level IV: MEDIATION REQUEST

Requested by: _____ Date Requested _____

Description of Unresolved Issues:

Level V: REQUEST FOR ARBITRATION

Date filed: _____ Signature of Union _____

Name of Arbitrator Selected: _____

Arbitration Hearing Date(s): _____

Arbitrator's Decision:

Arbitrator's Signature: _____ Date: _____

Copy to Superintendent on: _____ (Date)

Copy to Employee and Union on: _____ (Date)

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