

**Collective Bargaining Agreement  
Between  
Fremont Unified School District  
Board of Education**



**And  
Service Employees International  
Union,  
Local 1021**



**July 1, 2024 to June 30, 2027**

# TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION	1
ARTICLE 2:	INFORMATION	1
ARTICLE 3:	WORKER RIGHTS	2
ARTICLE 4:	ORGANIZATIONAL RIGHTS	3
ARTICLE 5:	GRIEVANCE PROCEDURE	4
ARTICLE 6:	PERFORMANCE EVALUATIONS/PERSONNEL ACTIONS	6
ARTICLE 7:	HOURS AND OVERTIME	8
ARTICLE 8:	PAY AND ALLOWANCES	15
ARTICLE 9:	HEALTH AND WELFARE BENEFITS	23
ARTICLE 10:	HOLIDAYS	26
ARTICLE 11:	VACATIONS	27
ARTICLE 12:	LEAVES	29
ARTICLE 13:	LAYOFF	38
ARTICLE 14:	LEAVE OF ABSENCE FOR RETRAINING	42
ARTICLE 15:	SAFETY CONDITIONS OF EMPLOYMENT	42
ARTICLE 16:	PROFESSIONAL GROWTH	44
ARTICLE 17:	CONTRACTING OUT BARGAINING UNIT WORK	45
ARTICLE 18:	TRANSFERS	45
ARTICLE 19:	CHILD NUTRITION SERVICES	47
ARTICLE 20:	SUMMER WORK	48
ARTICLE 21:	CUSTODIANS	48
ARTICLE 22:	SUBSTITUTE EMPLOYEES	49
ARTICLE 23:	MISCELLANEOUS	50
ARTICLE 24:	PLACEMENT OF WORKFARE/WORK FURLOUGH	51
ARTICLE 25:	DISTRICT RIGHTS	51
ARTICLE 26:	SAVINGS CLAUSE	51
ARTICLE 27:	TEMPORARY REASSIGNMENT	52
ARTICLE 28:	TAK FUDENNA MEMORIAL STADIUM ASSIGNMENTS	54
ARTICLE 29:	SECURITY CAMERAS	56
ARTICLE 30:	COMPLETION OF AGREEMENT	58
APPENDIX A:	LOTTERY FUND	59
APPENDIX B:	RULE 223 – APPEALS	59
APPENDIX C:	CALENDAR	59
APPENDIX D:	PROFESSIONAL GROWTH	61
APPENDIX F:	MAINTENANCE DEPARTMENT SIDE LETTER	63
APPENDIX G:	PROCEDURE FOR MECHANIC ON-CALL/STANDBY	64
APPENDIX H:	CHILD NUTRITION LEADS AT THE MIDDLE SCHOOLS	65
	SIDE LETTERS IN CHRONOLOGICAL ORDER	

(NOTE: APPENDIX E has been omitted from this agreement, as it is no longer applicable.  
APPENDIX F Security Cameras became Article 29 7/1/2024)

This is an Agreement made and entered into this August 14, 2013 between the Fremont Unified School District (hereafter District) and Service Employees International Union Local 1021 (hereafter Union). This Agreement is entered into pursuant Chapter 10.7, Sections 3540-3549 of the Government Code.

## **ARTICLE 1: RECOGNITION**

- 1.1 The District confirms its recognition of Service Employees International Union Local 1021 or its successor approved by PERB, as the exclusive representative for a unit of Operations and Support Services employees, e.g.: Baker, Bus Driver 1, Bus Driver 2, Substitute Bus Driver, Dispatcher, Cook, Custodian 1, Custodian 2, Custodian Crew Leader, Substitute Custodian, Delivery Driver/Utility, Equipment Mechanic, Equipment Operator, Child Nutrition Assistant 1, Child Nutrition Assistant 2, Child Nutrition Assistant Lead, Child Nutrition Manager, Gardener 1, Gardener 2, Heating/Air Conditioning Mechanic (HVAC Technician), Carpenter, Electrician, Electronic Technician, Glazier, Locksmith, Painter, Plumber, Maintenance Purchasing Stock Clerk, Mobile Maintenance Technician, Irrigation Technician, Senior Irrigation Technician, Supply Clerk/Utility, Delivery Driver/Warehouse, Warehouse Lead, Trainer, Driver Safety, Campus Supervisor, Van Driver, Vehicle Maintenance Coordinator.
- 1.2 Excluded are: All other employees, including Confidential, Managerial and Supervisory employees.
- 1.3 In the event of the creation of new classifications related to this unit, the parties will meet to determine the appropriateness of the inclusion of said classifications within this unit and their appropriate salary placement.

## **ARTICLE 2: INFORMATION**

- 2.1 At the time of employment, a copy of this Agreement shall be given by the District to each employee and specific attention shall be called to the obligation of Article 4. The District shall also give to each employee at the time of employment the current Union payroll deduction authorization form authorizing a voluntary payroll deduction for regular and customary initiation fees and regular and usual dues/fees and lawful assessments.
- 2.2 The District will provide each unit member with a copy of this Agreement within sixty (60) days of ratification by both parties. The members of the union negotiating team shall be granted up to two (2) days release time as provided in Section 4.7, to distribute the Agreement to bargaining unit members once it has been printed. This release time shall be considered specific to the distribution of the union contract and shall not be counted against release time as provided in Section 4.6.

## **ARTICLE 3: WORKER RIGHTS**

### **3.1 No Discrimination**

- 3.1.1 Pursuant to Board Policies 4119 as adopted 10/23/91 and 0201 as adopted 6/8/94, the District and the Union agree that no employee, in the course of employment shall be subjected to discrimination prohibited by law and/or sexual harassment.
- 3.1.2 In the event the unit member believes he/she has been the subject of sexual harassment it is the member's responsibility to report such harassment in accordance with Board Policy
- 3.1.3 It is the goal of this provision that rights afforded hereunder be administered in-house rather than through State and Federal agencies and forums with concurrent jurisdiction.

### **3.2 In-Person New Employee Orientation Meetings**

- (a) The District agrees to provide the union with mandatory access to the new employee orientation. Each newly hired employee is invited to participate in an in-person new employee orientation. New employee orientations may be as small as one individual and shall take place before their first workday or within the first thirty (30) calendar days from their date of hire, on District property.
- (b) Part of the in-person new employee orientation will be up to one (1) hour conducted by the Union.
- (c) A newly hired employee who does not attend the session(s) shall be notified in advance of their right to attend a make-up session.

### **3.3 Notice of Newly Hired Employee(s)**

The District shall provide the Union designee(s) with at least ten (10) days' notice of any new employee orientation and send an electronic list of expected participant(s).

### **3.3 Neutrality**

The District representatives shall be absent from the room during any sessions, meetings or trainings, conducted by the Union, with newly hired employees.

### **3.5 Facility and Resource Access**

The Union shall have a right to access and use the District's facilities and audio-visual equipment without fees during new employee orientations.

### 3.6 Employee Information

The District shall provide the Union designee(s) with electronic notification in an editable electronic format (such as an Excel or CSV file) of the names, classifications, departments, work locations, hire date, salary range/step, FTE, work, home and personal cellular telephone numbers, home addresses, and personal and work e-mail addresses of any newly hired employee within thirty (30) calendar days of the date of hire or by the first pay period of the month. The aforementioned data will be submitted on all unit members every 30 days and upon request of the union.

The Union will be permitted to present at scheduled annual trainings where unit members are required to be in attendance at a time mutually agreeable with the Union and Supervisor.

## **ARTICLE 4: ORGANIZATIONAL RIGHTS**

### 4.1 Union dues or other Union-Sponsored Benefit Program Deductions

- (a) Deductions for dues or other union-sponsored program shall start the following pay period after the employer receives notification of the authorization from SEIU Headquarters. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the first deduction from the employees earnings occur.
- (a) Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Unions explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- (b) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- (c) The Union shall defend and indemnify District for any claims arising from compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify SEIU of any claims made by the employees relating to dues authorization.

4.2 Union may have up to eight (8) representatives for negotiations provided not more than six (6) are being provided substitutes.

4.3 Job descriptions for new classifications shall be forwarded to the Union for review.

4.4 It is recognized that changes in job descriptions for the job titles covered by this Agreement and contained in Article I may be necessary. Any disputes shall be subject to the grievance procedure.

- 4.5 Union shall have the right to purchase up to fifteen (15) days per year of release time for Union officials at the substitute rate.
- 4.6 A fund in the amount of \$11,000.00 per year, not to be carried over, shall be established to provide paid release for designated union representatives. The funds will pay the cost of substitute employee(s) to replace the released employee(s). This fund will be in existence from the adoption of the agreement until the fund is exhausted.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.1 Grievance Definition**

A grievance shall be a written complaint by a member of the unit involving a violation, misapplication or misinterpretation of the Agreement, or suspension without pay or dismissal of a permanent employee. Filing of a grievance over suspension without pay or dismissal of a permanent employee shall be a binding election to abide by the grievance arbitrator's award and shall constitute a waiver of appeal to the commission. Appeal to the commission shall be a waiver of this grievance procedure. Notwithstanding, the parties shall be encouraged to resolve disputes on an informal basis.

### **5.2 Skelly Rights**

With respect to dismissal and suspension without pay, permanent employees will be provided skelly rights.

### **5.3 "Grievant" means an individual member of the unit, or the Union, when processing a grievance pursuant to Section 5.3 of this Article.**

### **5.4 The Union may initiate a grievance which affects a substantial number of members of the unit.**

### **5.5 The number of days indicated at each procedure level are maximum. Time limits may be extended by mutual agreement.**

### **5.6 To be recognized at any procedural step a grievance shall have been presented at the appropriate level within thirty (30) days of the act or omission giving rise to the grievance or when the grievant/Union knew or reasonably should have known of such occurrence.**

### **5.7 Failure of the grievant to comply with the terms and conditions for appeal from Steps One or Two shall be considered as a waiver of all appeal rights.**

### **5.8 Failure of the District to comply with the terms and conditions of Steps One and Two shall automatically confer upon the grievant the right to appeal to the next step.**

### **5.9 By mutual agreement of the parties, procedural steps may be bypassed when**

such an action would expedite the process.

- 5.10 If a grievance is of such a nature as to require immediate action, the grievant or their representative may file immediately with their immediate supervisor. The immediate supervisor in conjunction with Human Resources will resolve the matter jointly with the grievant or their representative. If the matter is not satisfactorily resolved, it may be appealed using the grievance procedure of Step Three.
- 5.11 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5.12 The parties shall have equal access to documents and District records within the policies of confidentiality.
- 5.13 Step One: A grievance shall first be submitted in writing to the employee's immediate supervisor. There shall be a meeting within five (5) work days to be followed by a written decision within five (5) additional work days after the meeting takes place.
- 5.14 Step Two: If the grievance is not resolved at Step One the grievant may appeal in writing within ten (10) work days of receipt of the decision from Step One to the Superintendent or their designee. A meeting shall be held within ten (10) work days, to be followed by a written decision within ten (10) additional work days after the meeting takes place.
- 5.15 Step Three: If the grievance is not resolved at Step Two, the Union may within ten (10) work days of the receipt of the decision from Step Two request in writing to the District that the grievance be submitted to arbitration.
- 5.16 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) work days of receipt of the request noted above, a joint request for an arbitration panel shall be made to Public Employment Relations Board (PERB).
- 5.17 The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to or to alter in any way the provisions of this Agreement. Any decisions, opinion and award within the jurisdiction of the arbitrator shall be final and binding on all concerned.
- 5.18 All costs of the services of the arbitrator including, but not limited to, per diem expenses, their travel and subsistence expenses, and the cost of any hearing room, if applicable, will be borne by the losing party. All other costs will be borne by the party incurring them.
- 5.19 The District shall provide release time for a grievance representative while such representative is representing a grievant. Release time at arbitration proceedings

shall be provided for a representative (whether or not such representative represents the grievant). Necessary witnesses who may have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any time necessary to receive their testimony. In the case of employee witnesses, there shall be no loss of pay for actual time spent receiving their testimony.

- 5.20 Except in extreme cases, no employee shall be placed in a non-pay status by reason of discipline or discharged until the rights of said employee are exhausted pursuant to any other governing statute and/or court decision.
- 5.21 Notwithstanding the foregoing, any other dispute resolving mechanism may be substituted prior to Article 5.15 upon mutual agreement between the parties.

## **ARTICLE 6: PERFORMANCE EVALUATIONS/PERSONNEL ACTIONS**

### **6.1 Probationary Period**

Duration of Probation: A new employee appointed from an eligibility list shall serve an initial probationary period in a job class of six (6) months or 130 days of paid service, whichever is longer. This includes work performed during the summer months within the employee's job classification. Probationary members shall be evaluated at the end of the second (2nd) and fifth (5th) month by their immediate supervisor or more frequently, if in the opinion of the supervisor, such an evaluation is necessary.

### **6.2 Performance Evaluations**

All present or future members who fill vacancies shall be notified that job duties specific to their new assignment are available on the District's website within the first ten (10) working days of such assignment.

A performance evaluation shall be filed with Human Resources on each member in the permanent classified service, evaluating their performance on the job for the period covered in the report. An evaluation schedule will be established each school year so that each permanent employee is evaluated between February 1<sup>st</sup> and May 1<sup>st</sup>.

Unit members shall be evaluated once annually unless in the opinion of the supervisor more frequent evaluation is necessary.

After two consecutive over-all evaluation ratings of satisfactory or better, unit members may be moved to an alternate year evaluation cycle. Administrators may establish this cycle so that half of the unit members would be evaluated during any given school year. All unit members being evaluated in a given year shall be notified in September of that year.

### **6.3 Raters**

Each member is to be rated by their immediate management level supervisor.

The ratings shall be reviewed in a joint conference between the member and their management level supervisor.

#### 6.4 Appeal Process

Any member who is dissatisfied with the performance rating they receive may write a letter of explanation that will be attached to the evaluation by the supervisor. Any employee dissatisfied with their performance rating may appeal to the Personnel Commission pursuant to former rule 223. (Appendix B)

#### 6.5 Follow-up Evaluation Process

In the case of an adverse performance evaluation of a permanent employee, a follow-up evaluation report will, upon employee request, be granted sixty (60) days subsequent to the issue of the adverse evaluation.

#### 6.6 Warnings to Employee

The District shall first give an employee a direct and specific verbal warning followed by a written warning prior to issuing an adverse performance evaluation. An adverse performance evaluation is one which rates the employee's overall work as unsatisfactory or needing improvement. In the event an employee receives an unsatisfactory performance evaluation, the employee shall be reevaluated within ninety (90) days of the initial evaluation. Warnings provided to employees will be given in a timely manner. The employee shall acknowledge receipt of a written warning, shall be given a copy thereof, and shall have the right to comment thereon in writing. The warning notice and written comment thereon shall be placed in the employee's personnel file in the Human Resources Department.

#### 6.7 Anonymous Complaints

An employee's supervisor may informally check the validity of an anonymous complaint. Before an anonymous complaint is formally investigated by any supervisor, the employee(s) shall be immediately notified of the nature and the source of the complaint.

6.7.1 In no case shall any disciplinary action--verbal or written--be taken based solely on an anonymous complaint.

#### 6.8 Personnel Files

There shall be only one official personnel file. Employees shall have the right to review their personnel file or authorize review by their representative. No adverse material will be inserted into the employee's personnel file without ten (10) working days prior notice to the employee. After three (3) years, records of disciplinary action shall not be introduced in evidence in disciplinary proceedings. Upon written request of an employee, records of disciplinary actions that occurred more than three (3) years prior to the request shall be removed from the personnel file provided that no other disciplinary action(s) for similar issue(s)

has occurred during that three (3) year period.

## **ARTICLE 7: HOURS AND OVERTIME**

7.1 REGULAR - The regular work week shall be defined as forty (40) hours, normally consisting of five (5) consecutive days at eight (8) hours per day, Monday through Friday, or Tuesday through Saturday. All Sunday work shall be paid at time and one-half, except per 7.6. Upon concurrence by both the District and Union a four (4) day, forty (40) hour work week may be implemented for individuals or groups of employees within the unit. (Monday/Thursday, Tuesday/Friday, or Wednesday/Saturday schedule is to be determined by the District after input from employees.) Any employee on a four (4) day, forty (40) hour work week agrees to report on the fifth (5th) day if notified and at overtime rate to the extent the total week exceeds forty (40) hours, for breakdowns or emergency work. No one not now working Saturday shall be required to work Saturday in order to get a four (4) day, forty (40) hour week.

### 7.2 Overtime Defined

Overtime is defined as management-authorized time worked in excess of the regularly scheduled work week.

### 7.3 Required Overtime

Members shall not be required to work overtime except in cases of emergency such as caused by fire, flood, earthquake or disaster or civilian defense alert.

#### 7.3.1 Unscheduled Transportation Necessity

In instances where an unscheduled transportation necessity occurs after a transportation worker's regularly assigned work hours, unscheduled mandatory overtime may be assigned if no eligible transportation workers are available.

#### 7.3.2 Method of Selection for Unscheduled Mandatory Overtime

When unscheduled mandatory overtime is assigned as prescribed in section 7.3.1, the transportation supervisor will request for volunteers to work the overtime. Volunteers will be chosen in seniority order. If no volunteers come forward, the transportation supervisor will assign the overtime in inverse seniority order.

#### 7.3.3 Premium Pay for Unscheduled Mandatory Overtime

A call-out premium of fifty dollars (\$50) will be paid to each transportation worker assigned to unscheduled mandatory overtime shift as prescribed in 7.3.1. This premium will be in addition to any other regular compensation for performing assigned duties.

#### 7.3.4 Definition of Mandatory Overtime

Mandatory overtime shall be defined as overtime which has not been scheduled within the previous twenty-four (24) hours and/or for

which no prior notice has been given and no volunteers secured.

#### 7.4 Overtime Rate

Overtime shall be paid or comp time granted at the rate of time and one-half, unless otherwise addressed in the Article. (Extension of part-time employee's shift is not overtime until work is performed in excess of eight (8) hours per day.)

7.5 Any Unit member shall receive not less than two (2) hours of overtime when their leisure is interrupted. One-half (1/2) hour total for travel time may be added to minimum call back time where to and from travel is required. (Overtime immediately after a shift, or after any portion of a split shift, is not subject to mandatory two (2) hour rule.)

7.6 Overtime in excess of eight (8) hours of continuous overtime or on the seventh (7<sup>th</sup>) continuous day shall be paid at the double time rate but the District may split Saturday/Sunday/Holiday overtime assignments. When an employee does not report to work on the sixth (6<sup>th</sup>) day, the double-time rate is not paid on the seventh (7<sup>th</sup>) day.

7.7 At all sites which employ three (3) or more employees in any one classification\* overtime shall be offered to all permanent employees on an equitably rotating basis according to date of hire\*\* within the appropriate classification and job locations. In the event a permanent employee at the job site is on temporary reassignment to another work site, that employee will be eligible for overtime at their permanent work site in the event that no other employee at the site has volunteered to work. If all site employees refuse overtime, managers may offer overtime to only one of their choice on voluntary District overtime rotation list. If such employee declines, assignment shall be offered\*\*\* on the basis of rotation from a voluntary list within the classification. The list will be established annually by employee sign-up and ranking on the list shall be according to date of hire within the appropriate classification. In the case of classifications relating to Maintenance, Operations and Grounds, such department shall continue to maintain such voluntary lists. In the event that two (2) or more employees share a date of hire the following tie-breaker will be used:

First tie breaker: total seniority in current job classification.

Second tie breaker: total district seniority in an SEIU represented classification.

\* Custodial type classifications are grouped for purposes of this rule. (Custodian 1, 2, Custodial Crew Leader, Supply Clerk)

\*\* In the event that two (2) or more employees in the same job classification have the same hire date, the District will notify the Union within ten (10) days of hiring the employees.

\*\*\*An attempt to contact at the telephone number supplied by the employee shall be an "offer" and the rotation shall proceed to the next name following an "offer".

- 7.7.1 At those locations with fewer than three (3) employees in the affected classifications, overtime shall be offered within the classification to all permanent employees on an equitable rotation basis according to date of hire within the classification. In the event a permanent employee at the job site is on temporary reassignment to another work site, that employee will be eligible for overtime at their permanent work site in the event that no other employee at the site has volunteered to work. If all site employees decline overtime offered, assignment shall be offered\*\* on the basis of rotation from a voluntary list within the classification.
- 7.7.1.1 An employee scheduled for a weekend overtime shift who calls out on a Friday shall notify their supervisor or site designee to confirm they will work the overtime shift no later than one hour before their assigned shift on the Friday prior to the scheduled overtime to confirm the assignment, the supervisor or site designee will contact the next employee scheduled for overtime.
- 7.7.2 An employee may reject any but Article 7.3 overtime. Transportation guidelines for extra work shall control where in conflict with Article 7.
- 7.7.3 Overcode opportunities shall be rotated among all qualified Child Nutrition workers assigned to a base kitchen regardless of classification. When overcode time is planned in advance, satellite kitchen employees shall be included in the rotation.
- 7.7.4 In the Maintenance, Operations and Grounds Department overtime that is unplanned, which could not be anticipated, and occurs after normal operating hours shall be distributed according to the following procedure:
- No later than June 15 of each year, volunteers shall be solicited from among the interested employees in each department. Employees must live within 20 miles of the Maintenance Department to be eligible to volunteer. If there are less than four (4) volunteers in any designated work category, a list containing the names of the volunteers shall be established for the fiscal year starting July 1 through June 30.
- If there are more than four (4) volunteers in any designated work category, two lists containing the names of the volunteers shall be established for two subsequent 6-month periods starting July 1 to December 30 and January 1 to June 30. Each list shall contain the names of half of the volunteers with the first list containing the most senior volunteers.
- Any such unplanned overtime shall first be offered to those employees on the list. If all of those individuals are not available or decline the overtime, it may be offered to any available employee.
- 7.8 The individual who should have been offered overtime shall be paid in cases of improper rotation. The senior person available to work additional straight time shall be paid in cases of improper rotation of straight time.

7.9 Community Service: When community users are charged, consistent with District policy, for the use of District facilities, custodial staff (custodians and supply clerks) will be provided for the purpose of opening, closing and cleaning the facility during and after the community use and providing assistance to the community user as needed. There shall be at least one custodial staff member provided for each one hundred fifty (150) facility users. Employees who are paid to perform community service are expected to remain at the school site during all paid hours. Custodians will be assigned work during community service.

7.10 Compensatory time off: All comp time shall be paid at the rate accrued. At the employee's option, when comp time is elected employees will give a minimum of twenty-four (24) hours advance notice of request. Such time may be taken only with the supervisor's approval. Requests for time shall not exceed 120 consecutive hours except in cases where extended leaves have been approved. In cases of such leave an employee may use all or any portion of accumulated compensatory time to cover all or part of the leave period.

In the case of bus drivers, up to three (3) drivers may be off on comp time as long as the employee receives approval from their supervisor. Supervisors will make every reasonable effort to accommodate comp time leave requests submitted in writing.

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district.

7.11 Upon return from summer break, drivers shall bid on annual routes. Hours for Drivers: Runs showing daily and weekly hours for each route, shall be posted for five (5) days before the annual bidding. Drivers shall select open, annual back-to-school and summer routes based upon the most recent date of hire as a permanent employee adjusted by any period of unpaid leave except unpaid leave time for industrial accident purposes.

Route bidding for driver 1 and driver 2 shall be based on the date the employee starts in the particular job classification. If a bus driver 1 ascends to a bus driver 2, the date used would then be the date the bus driver 1 became a bus driver 2. In the event more than one (1) driver is hired on the same day, the District will have a lottery between those employees who share the same date of hire. Each employee who shares a date of hire will draw a number; the number drawn will be the order in which the employee bids a route. Example: a tie between two (2) employees where the numbers 1 and 2 are used, 1 will represent the first person to select a route over the employee who selects number 2. The same will apply for those who share a hire date where two (2) or more share a date of hire.

The bid shall be governed by the appropriate provisions of this article and shall reflect core routes for the current school year. Routes are subject to adjustment to reflect the assignment of overload students to school sites.

7.11.1 Each bus driver may log one-half (1/2) hour per day split shift compensation providing the driver works a shift before and after the split.

#### 7.11.2 Extra Work Assignments – Bus Drivers:

Extra Work/Overtime is defined as weekend work, holiday work, work on a non-school day during the school year and any additional extra work as defined in the extra work assignment policy contained herein.

#### Process For Volunteering For Extra Work/Overtime

##### Advance Extra Work/Overtime

Every Monday morning all extra or overtime work for the following Monday through Sunday will be posted for sign-up. The driver's signature must be on each extra or overtime assignment the driver wishes to volunteer to do. Drivers must personally sign the list and cannot have any other person sign up for them. The list will be removed by 1:30 p.m. on Wednesday. Assignments will be made and posted by 11:00 a.m. on Thursday for work for the following week from among those drivers who volunteered. Assignments will be consistent with the extra work/overtime distribution guidelines provided herein.

In the event that a driver has accepted an overtime assignment and subsequently determines that they do not want to work the assignment, such assignment may be returned to dispatch for reassignment by 9:00 a.m. on Friday of the week before the work assignment. If the work is returned by 9:00 a.m. on Friday of the week before the work assignment, the work will be reassigned and will not be credited as time worked to the driver who returned it. If the work is returned after 9:00 a.m. on Friday, the driver who returns the work will be credited on the overtime accumulation list as if they had actually done the work.

##### Daily Extra Work/Overtime

Field trips for the week that are chartered after the Wednesday posting will be posted as soon as they are chartered and will remain posted for at least four (4) hours. During the posting period any driver who wishes to volunteer will sign on the posting sheet. Assignments will be made from among those drivers who volunteered consistent with the overtime distribution guidelines provided herein.

Extra Work/Overtime which becomes available on a day to day basis will be offered to drivers consistent with the overtime distribution guidelines contained herein.

#### Overtime Hours Distribution Caps and Percentages

Overtime for Permanent Bus Drivers shall be distributed in the following manner.

1. A maximum accumulation of "overtime cap" shall be established. The cap shall be 25 overtime hours. After 50% of the drivers have reached the cap, the cap shall increase to 50 hours. Each time that 50% of the drivers have reached the cap, the cap will increase by an additional 25 hours.
2. Overtime shall be assigned to the most senior (seniority for this section shall be defined as date of hire as a permanent employee) driver who has not reached their overtime cap. In the case that only drivers who have reached or exceeded their cap are available, overtime will be assigned to the driver with the least number of hours of overtime.
3. Overtime will be assigned to substitute drivers only in the event that no permanent driver volunteers for such time.
4. In the event a driver has been assigned overtime on a particular day and does not work both the a.m. and p.m. of that day, the overtime will be assigned to the next eligible person in accordance with the overtime policy. Additionally, if a driver calls in and does not work both the a.m. and p.m. on a Friday or both the a.m. and p.m. on the last work day before a holiday, any weekend work or work on the holiday which was assigned to that driver will be reassigned to the next eligible person in accordance with the overtime policy. Time off which is scheduled in advance will not prohibit a driver from working on the weekend or the holiday.

A chart will be posted which contains the names of all drivers and each driver's accumulated overtime. The chart will be updated on a bi-weekly basis on Tuesday. The chart shall contain all hours through the immediately preceding weekend.

- 7.12 Rest Periods: Employees shall have one (1) rest period of fifteen (15) minutes within each period of four (4) hours or major fraction thereof. When the manager determines no negative effect on operations or costs will result, rest periods shall be scheduled near the middle of each four (4) hour period.

The District will continue its practice of providing one (1) fifteen (15) minute, duty-free rest break for all employees who work more than two (2) hours and two (2) fifteen (15) minute, duty-free rest breaks for all employees who work six (6) or more hours.

- 7.12.1 If the employee is required by the supervisor to interrupt their break, the employee shall be allowed to complete the break after the interruption or receive compensating time off, or pay at the straight time rate, at the supervisor's discretion. Present practice in transportation will continue. Timing of the rest period may be adjusted by the employee's supervisor.

- 7.13 Night custodians who attend union meetings shall adjust their cleaning schedules so that the time and the work is completed on the same night.

## 7.14 Permanent Part-time Employees

- 7.14.1 Overtime: Regular part-time employees who work an average of four (4) or more hours per day per work week shall be paid overtime for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the work week. Regular part-time members who work an average of less than four (4) hours per day per work week shall be paid overtime for any work required to be performed on the seventh (7th) day following commencement of the work week. Part-time members shall be compensated at the regular overtime rate for work in excess of eight (8) hours during any work day.
  - 7.14.2 Holiday Pay: Eligible hourly employees shall receive holiday pay at the rate of average hours worked per day of the pay period in which the holiday occurs.
  - 7.14.3 Layoff: Hourly employees will not be reduced in hours except upon forty-five (45) day notice as provided by law.
- 7.15 Job Posting: Job postings will contain the days of the week and a range of starting times for the shift. The range of starting times shall not exceed three (3) hours.

Any change in the employee's shift shall require thirty (30) day notice except in cases of emergency or by mutual agreement between the employee and the supervisor. Such changes shall not be made more than two (2) times per year except in cases of emergency or by mutual agreement between the employee and the supervisor. Any change in the employees shift to alter the shift times greater than three hours shall be made by mutual agreement between SEIU and the District.

Assignments shall be determined by District management. The Maintenance Department and Equipment Mechanic shifts shall be assigned by seniority unless the application of seniority to Maintenance Department and Equipment Mechanics shifts conflict with the reasonable needs of the District in which case the reasonable needs of the District shall prevail.

## **ARTICLE: 8 PAY AND ALLOWANCES**

### **8.1 Salary Increase**

Each SEIU member shall receive a one time off-schedule payment equal to 4% of their base salary earned in the 2012-2013 school year, excluding overtime, stipends, and any extra pay. SEIU salary schedules shall be increased by 2.0% effective July 1, 2013. Effective July 1, 2007 provide 4.09% salary increase for all steps of all classifications. Effective July 1, 2014, salary shall be increased by 5.9%. Effective July 1, 2015 SEIU salary schedules shall be increased by 5.0%. Effective July 1, 2016 SEIU salary schedules shall be increased by 2.0%. Increase the SEIU salary schedules by 1.05% effective July 1, 2017. SEIU employees shall receive an additional one-time payment of 1.05% proportionate to their FTE. The ongoing and one-time retroactive payments will be dependent on ratification. SEIU y-rated employees who do not receive the 1.05% on-going increase will receive the 1.05% one-time payment proportionate to their FTE.

2018-19 Salary increase of 1% effective July 1, 2018 ongoing

Salary increase of 1.5% effective January 1, 2019 ongoing  
Based on January 2, 2019 salary 1.5% off schedule payment

2019-20 Salary increase of 1% effective July 1, 2019 ongoing  
Salary increase of 1.5% effective January 1, 2020 ongoing  
Based on January 2, 2020 salary 1.5% off schedule payment

2021-22 A. Ongoing increase: Effective July 1, 2021, 4.25% ongoing salary increase for all unit members.  
One-time payment: Unit members shall receive a one-time payment equal to three and a quarter percent (3.25%) of their annual salary as it appears on the 2021-2022 salary schedule (i.e. prorated salary based on FTE and/or for members not working a full year), after the 4.25% increase is implemented as noted above.

2022-23 B. Ongoing increase: Effective July 1, 2022, 6.00% ongoing salary increase for all unit members.

2023-24 C. Ongoing increase: Effective July 1, 2023, unit member salary Schedules will be increased by the enacted state COLA percentage as funded and actually received by the District in and for the 2023-24 school year, less 1.00% (based on the 5.38% COLA projected in the governor's 2022 May revise, budget proposal, this would result in 4.38% being applied to the salary schedule).

In no event shall the application of section (C) immediately above result in a reduction in unit members' ongoing salary.

D. Assuming current assumptions as stated in section C above the overall ongoing total estimated compensation is equal to 14.63%. There is a one-time payment of 3.25% bringing the total estimated offer of 17.88%.

2024-25 Retroactive Ongoing 1.5% increase: 2023-2024 salary schedules shall be increased by one and a half percent (1.5%) effective July 1, 2024.

One-Time 3.5% Payment: Unit members shall receive a one-time, off the schedule payment equal to three and one-half percent (3.5%), excluding overtime, stipends, and any extra duty pay, effective July 1, 2024.

2024-25 An additional half-percent (.5%) ongoing salary increase, effective July 1, 2024.

2025-26 Ongoing 1% salary increase, effective July 1, 2025.  
Effective July 1, 2025 SEIU members enrolled in the District's medical plan will receive an annual \$1,000 contribution toward District health premiums.

2026-27 Salary reopener

In the event that any employee group in the District receives a percentage increase in total compensation (which includes any increase in salary and benefits) for any fiscal year within the life of this Agreement which exceeds the total percentage increase provided to SEIU Local 1021 for the same period, the employees represented by SEIU Local 1021 shall receive the same percentage increase.

8.2 Regular rate of pay (probationary employees): When a probationary member initially enters the service of the District on the first (1st) step of the salary range in a regular position which shall result in permanent status upon the successful completion of the probationary period, a salary adjustment shall be granted upon successfully completing six (6) months of satisfactory service. If the completion of this period is after the fifteenth (15th) of the month, the salary adjustment shall be the first (1st) of the following month. Service completion on or before the fifteenth (15th) of the month entitles the member to credit for the entire month.

8.3 Anniversary Date: The date of the first (1st) salary adjustment after employment shall be known as the anniversary date. Thereafter, salary adjustments for satisfactory service shall be made on an annual basis on the anniversary date in accordance with the salary schedule.

8.4 Starting Pay: New members shall be hired at the first (1st) step of the salary range, provided that if exceptional recruitment difficulties are encountered the

Board of Education may authorize appointment at the step above the minimum, and further provided that in the case of appointments of individuals with unusually high qualifications, the Board of Education may approve an appointment above the minimum but not to exceed the third (3rd) step in the range.

- 8.5 Salary Adjustment: Salary adjustment for satisfactory service is conditioned upon satisfactory performance by the member of the unit as shown by their last service report.
- 8.6 All 10-month employees will, in writing, state their preference as to whether to receive ten (10) paychecks or twelve (12) paychecks, no later than May 31. After that date, the 10-month employee's stated preference will be the default for each subsequent year, unless altered by a subsequent written document stating that change.
- 8.7 Changes in an individual paycheck not the result of negotiated salary or benefits increase or permanent changes in straight time hours shall be explained in writing with the check.
  - 8.7.1 Any error made by payroll resulting in over and underpayment shall contained to four years for over and underpayment. If overpayment, a mutually agreed payment schedule will be developed.
  - 8.7.2 Individual rather than general errors made by payroll resulting in more than a ten dollar (\$10) underpayment shall be corrected on the mini payroll run when received by the Human Resource Department within five (5) working after the error has been identified by the preparation of a separate check. Errors of less than ten dollars (\$10) will be corrected in the next payroll of opportunity.

In the event that the mini payroll processing deadline has passed, a cash advance of 80% on the underpaid funds can be issued within five (5) working days after the error has been identified by the preparation of a separate check.
- 8.8 The District will take every reasonable precaution to protect District employees from identity theft included, but not limited to:
  - 8.8.1 Paychecks and direct deposit vouchers will be placed in individual sealed envelopes that reveal only the name of the employee and their work location.
  - 8.8.2 Timecards utilizing the Social Security Number as the employee identification number, the District shall assign an employee ID number to each employee.
  - 8.8.3 Identity theft and misuse of employee information is a serious issue that affects employees. Review procedures annually to insure adequate

measures are taken to safeguard members against identity theft.

- 8.9 All permanent, substitute and probationary employees whose working time requires them to work one-half or more of their time between the hours of 5:00 p.m. and midnight shall include in their working day of eight (8) hours, one-half (1/2) hour for their evening meal and a shift differential of five percent (5%) for all hours worked. Custodians are to remain on campus for the one-half (1/2) hour paid lunch.

Retired substitute employees whose working time requires them to work on-half or more of their time between the hours of 5:00 p.m. and midnight shall include in their working day of eight (8) hours, one-half (1/2) hours for their evening meal and will be placed on the substitute retiree rate according to their substitute classification. Retired substitute employees are to remain on campus for the one-half (1/2) hour paid lunch.

- 8.9.1 Members assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of twenty (20) days or less shall work eight (8) hours inclusive of meal time and shall suffer no reduction in work day or compensation by reason of the change.
- 8.9.2 When any of the working hours of a member fall between 12:01 a.m. and 5:00 a.m., they shall receive a shift differential of five percent (5%) for all hours worked.
- 8.9.3 Unless the regular working hours fall after 12:01 a.m., all members shall receive time and one-half for each hour they work beyond 12:01 a.m.
- 8.9.4 Overtime work performed on night shifts shall be compensated at the regular overtime rate including shift differential.
- 8.9.5 Swing shift differential for custodians shall be maintained during summer months.
- 8.10 Longevity Pay: Permanent members will receive longevity pay on the following schedule:
- 8.10.1 Beginning with the eleventh (11<sup>th</sup>) year of service, two and one-half percent (2.5%) of base pay.
- 8.10.2 Beginning with the sixteenth (16<sup>th</sup>) year of service, six percent (6.0%) of base pay.
- 8.10.3 Beginning with the twenty-first (21<sup>st</sup>) year of service, ten percent (10.0%) of base pay.

- 8.10.4 Beginning with the twenty-sixth (26<sup>th</sup>) year of service, fourteen and one-half percent (14.5%) of base pay.
- 8.10.5 Beginning with the thirtieth (30<sup>th</sup>) year of service, twenty and one-half percent (20.5%) of base pay.
- 8.10.6 Longevity equals base dollar amount multiplied by base longevity percentage. Due to compounding calculation in the payroll system, rates shown on 8.10.1 through 8.10.5 may not be the exact figure and are being provided for general purpose only.

#### 8.11 Substitute Pay

A person substituting for an absent member will be paid the hourly rate based on the Step A of the entry range on the SEIU substitute salary schedule for the related classes to which the absent member is assigned, unless substitute employee has earned a higher step as provided in Article 22. Adjustments in the regular work schedules shall be made when substitutes are not provided.

#### 8.12 Uniforms

The District shall provide uniforms or uniform service to employees in the Grounds, Operations, Transportation, Maintenance and Warehouse Departments, Campus Supervisors, Child Nutrition employees and Custodial employees which is paid by the District.

Employees provided uniform or uniform service shall be required to wear such uniform clothing while on work assignments.

All Child Nutrition employees in all classifications shall be provided with heavy cloth pocketed aprons for safety purposes at the District's expense.

All campus supervisors and Tak Stadium workers in the District shall have the option to acquire long coats.

All Child Nutrition employees in the District shall have the option to acquire long sleeve or short sleeve polo shirts.

The District will have the right to prescribe matching work clothing for those receiving the uniform or uniform service. Substitutes are excluded from the uniform requirement, but must wear identification badges.

All uniforms are the property of the Fremont Unified School District. All uniforms shall be returned upon an employee's separation from the District.

#### 8.13 Safety Boot Allowance

The District shall fund the cost of safety boots. Any Local 1021 member who is employed in the Grounds, Maintenance, Warehouse, Transportation Departments (limited to Equipment Mechanics and Vehicle Maintenance Coordinator) shall receive two hundred fifty (\$250) per year for the cost of boots, which are purchased by the employee. Employees who are required to wear safety boots shall wear them while on duty.

In the event that a probationary employee does not complete their probation, the safety boots shall be returned to the District.

The District shall provide shoe covers for custodians for stripping/waxing floors. Custodians shall notify the Operations Department when shoe covers are needed.

The District shall fund the cost of work shoes/boots. Any custodian, campus supervisor, supply clerk and Child Nutrition employee represented by the union shall be eligible to receive a maximum of a one hundred twenty-five (\$125) voucher per fiscal year for the cost of work non-slip shoes/boots, which are purchased by the employee.

#### 8.14 Mileage

8.14.1 The pay for food transport shall be sixty-five (65) cents per mile--one dollar and ninety-five cents (\$1.95) per round trip. The pay for the second round trip shall be equivalent to the allowable IRS mileage rate. Food transport employees shall provide a clean vehicle and pay their own insurance.

8.14.2 Unit members other than food service transport will be paid the allowable IRS mileage rate for authorized school business use of personal vehicles effective the month following the IRS announcement.

#### 8.15 Past practice shall govern compensation and costs during training and testing periods.

#### 8.16 Members working out of classification: a member may be required by their supervisor to perform duties inconsistent with those assigned to the position by the governing board, for a period of more than three (3) working days in a fifteen (15) working day period, provided their salary is adjusted upward for the entire period they are required to work out of classification. This adjustment shall be no less than five percent (5%) or the first (1st) step whichever is higher, in the classification actually assigned.

#### 8.17 Salary Range Changes

Unless otherwise provided by special resolution of the Board of Education, whenever the salary range for a class is changed the salary of each incumbent in the class on the date the range change was effective shall be adjusted to the step

in the revised range that corresponds to the step they were receiving in the former range, and they shall retain the same anniversary date.

8.17.1 When salary range changes become effective the same date as the member's anniversary date for salary adjustment, they shall first receive any salary adjustment to which they are entitled and then receive their corresponding step adjustment.

8.17.2 When salary range changes become effective the same date as member's promotion, the salary adjustments shall be made in such order that a member shall gain the maximum benefits from the adjustments.

#### 8.18 Salary After Position Reallocation

When the Board of Education divides a class into two (2) or more separate classes or consolidates two (2) or more classes into a single class and grants status to incumbents, salary eligibility shall be determined as follows:

8.18.1 If the salary range of the new class to which a member's position is allocated is the same or one (1) or more steps higher at the maximum than their former class, they shall receive the same step in the new class and they shall retain their anniversary date.

8.18.2 If the salary range of the new class to which their position is allocated is one (1) or more steps lower at the maximum, they shall continue to receive the same amount they received in their former class but not to exceed the maximum step of the range in the new class, unless by resolution of the Board of Education a rate above the maximum is authorized and approved. They shall retain their anniversary date.

#### 8.19 Rate on Movement to Class With a Higher Salary Range

8.19.1 A member who is promoted will be placed on a step in the higher salary range that is at least five percent (5%) above their current salary. If this places the member between two (2) steps on the new range, they will be placed on the next higher step.

8.19.2 A promoted member shall be considered probationary in their new position for a period of six (6) full calendar months. The member shall be advanced to the next salary step following satisfactory completion of the six (6) months' probationary period. Additional salary advances shall be effective annually thereafter.

8.19.3 Any member who on their anniversary date moves to a class with a higher salary range shall first receive any salary adjustment to which they are entitled before moving them to the higher range.

8.20 Rate on Movement to Class with a Lower Salary Range

A member who moves to a class with a lower salary range shall normally be placed on the corresponding step in the lower salary range. If approved by the Board of Education, such member may receive a higher step in the lower range and, in exceptional cases, may receive a rate above the maximum of the lower range. Such higher step or rate shall not result in the member receiving a higher amount in the lower range than they were receiving in the higher range.

8.21 Compensation Above Maximum

Whenever authorization is made for a salary rate above the maximum step in a salary range either because of reallocation to a lower class or a downward salary range change, this rate will be discontinued when the member receiving the rate moves to a class with a maximum including their rate or separates from the service, or refuses appointment to a higher class without good reason excepting appointment to premium shift. It will also be discontinued whenever the salary range for the class is increased so that it encompasses their present rate, in which event their rate will be adjusted to the nearest higher amount in the new range.

8.22 Rate on Reinstatement After Permanent Separation

Upon approval of the Board of Education a former member who re-enters the service within thirty-nine (39) months may receive a salary above the minimum, provided their reinstatement is to the same class. The salary shall not exceed the same step in the salary range that they received at the time of separation.

8.23 Rate on Appointment from Re-Employment List

A person who is appointed from a re-employment list to a position in their former class or a comparable class shall receive a salary not less than the same step in the salary range as they formerly received.

8.24 Rate on Voluntary Demotion

A member granted a voluntary demotion in accordance with these rules shall be placed upon the same step of the salary range of the lower class that they held in their previous class. If at a later time and upon approval of the Board of Education they are reinstated to their former class, they shall be placed on a step in the higher salary range the same as for any other promotion. Seniority in the lower classification shall include hours earned in the higher classification.

8.25 An additional five percent (5%) differential shall be paid to Gardener 2's with spray certification. All HVAC Technicians and Equipment Mechanics (as of July 1, 2024) with EPA certification will receive a 3.75% hazard premium.

#### 8.26 Replacement of Damaged Property

The District shall reimburse employees for all damage to personal property that occurs in the course of performing the work of the District and without fault of the employee. The following limitations shall apply to such reimbursement:

- a) There shall be a limit of \$2000 maximum per year per claimant.
- b) Personal property for the purposed of this provision shall be those items which are purchased by the employee for use at work or those personal items such as eyeglasses, watches, personal clothing, etc. The employee shall have the burden of proof to establish the necessity for use of these items at work and that prudence was exercised in the protection of these items.
- c) Clothing which is required by the District and is paid for by the clothing allowance shall not be subject to reimbursement as provided herein.

#### 8.27 Lead Pay

Employees in the Transportation, Maintenance and Grounds Department who are designated as lead workers shall be provided a differential of ten percent (10%) above their normal salary.

Employees who are designated as Night Custodial Crew Leaders, shall be provided a differential of seven and one-half percent (7½%) above their normal salary. Supply clerks at the High School will be compensated as Day Lead with a differential of five percent (5%). Only one (1) Day Lead will be selected and not a Custodian.

### **ARTICLE 9: HEALTH AND WELFARE BENEFITS**

- 9.1 The District agrees to continue to provide the opportunity to participate in the IRS 125 Plan, which allows employees to set aside pre-tax funds to pay for dependent care and out-of-pocket medical expenses.

Local 1021 will be afforded equal representation in the event a District committee is formed for the purpose of determining implementation of an IRS 125 Plan applicable to the Local 1021 Unit.

No IRS 125 Plan shall be implemented in the Local 1021 Unit without Local 1021's prior written consent.

- 9.2 Effective July 1, 2024, the District shall ay the full cost of the unit member's dental plan premium, prorated for full-time employment status. The unit member shall pay the cost of the unit member's dependents premium for the dental plan if

the unit member elects such coverage for dependents.

- 9.3 The District will cover the full cost of the unit member's Vision care plan for all SEIU employees. The unit member shall pay the cost of the unit member's dependents premium for the vision plan if the unit member elects such coverage for dependents.
- 9.4 Proper reporting and payment of any tax due on District contribution to employee's eligible ages for PERS upon retirement or withdrawal by employee, or refund, shall not be the responsibility of the District unless the District is required by law to pay.
- 9.5 Effective January 1, 2008. The contribution to medical and annuity shall be as follows:

01/01/08	Single Medical	214.44
	Employee + Medical	428.87
	Family Medical	508.83

Effective July 1, 2015, \$1.95 is added to the hourly rate in lieu of the medical annuity. All employees currently taking employee plus one and family medical are "grand-fathered" in at the current medical contribution rates, where these members have the \$1.95 per hour added to their salaries, and the difference between that and the current medical contribution per month be paid as a medical contribution until retirement up to the employees current status unless the members family status decreases or withdraws from the District's medical plan.

- 9.6 Early retirement shall be available to regular full or part-time individuals, who receive Board approval, whose health or other personal circumstances requires this option. The criteria shall be:

Employees hired on or before December 31, 2015:

- A. The attainment of age fifty-five (55);
- B. The service of a minimum of ten (10) years in the district;
- C. An employee at the time of retirement.

Employees hired on or after January 1, 2016:

- A. The attainment of age sixty-two (62);
- B. The service of a minimum of fifteen (15) years in the District;

C. An employee at the time of retirement

9.6.1 Benefits for early retirement shall be:

- A. For qualified District employees, the District shall make two payments for the retired employee's PERS health care plan until age sixty-five (65) (prorated based on hours in paid status based on the last year): One payment in July and the second in January. In July retirees receive a July reimbursement plus 5 months (Aug-Dec) of prepayments. In January retirees receive a January reimbursement plus 5 months (Feb-Jun) of prepayments. Employees may need to enroll in a District health plan prior to retirement in order to be eligible for coverage and should check with the Human Resources Department well in advance of retirement in order to take advantage of open enrollment in the year prior to planned retirement.
- B. The District shall pay the entire premium for the employee's dental plan at the time of retirement until age sixty-five (65). (Eligible if in District-paid plan at the time of retirement.) After age sixty-five (65) retirees may elect to continue the CalPERS health plan they are enrolled in and will be responsible for the full premium and following CalPERS guidelines.
- C. The District shall pay the entire premium for the employee's vision plan at the time of retirement until age sixty-five(65). (Eligible if in District-paid plan at the time of retirement.) The unit member shall pay the cost of the unit member's dependents premium for the vision plan if the unit member elects such coverage for dependents.

9.6.2 Benefits for Early Disability Retirement

The Fremont Unified School District and SEIU Local 1021 agree to the following conditions regarding health benefit costs and disability retirement. The District agrees to pay the cost of single health care coverage for disability retirees under the following conditions:

The retiree must be at least fifty (50) years of age at the time of retirement.

The employee is forced to retire at age 50 or older due to a disability, which prevents the employee from returning to work.

The employee's years of service are equal to or exceed the sum of ten (10) years plus the number of years they are younger than age fifty- five (55).

The District will pay the cost of single health care coverage from the date of disability retirement until age sixty-five- (65).

- 9.7 The District shall provide an Employee Assistance Program. The District shall provide notification during annual open enrollment to all employees regarding Employee Assistance Program, which shall include contact information and all relevant education materials.

#### **ARTICLE: 10 HOLIDAYS**

- 10.1 All holidays adopted by the District for the school year including two (2) floating holidays per year to be taken at the employee's discretion (with the approval of his/her supervisor) shall remain in effect for the duration of this Agreement.
- 10.2 When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.
- 10.3 When any employee is required to work on any of these holidays, he/she shall be paid compensation or given compensatory time off for such work at a rate not less than his/her normal overtime rate of pay in addition to the regular pay received for the holiday.
- 10.4 An additional holiday, if scheduled, shall be scheduled within the beginning and ending dates of the school year for students.
- 10.5 The Board agrees to provide all eligible employees with the following paid holidays:
- 10.5.1 Independence Day
  - 10.5.2 Labor Day
  - 10.5.3 Veteran's Day
  - 10.5.4 Day before Thanksgiving
  - 10.5.5 Thanksgiving Day
  - 10.5.6 Day after Thanksgiving
  - 10.5.7 Christmas Eve
  - 10.5.8 Christmas Day
  - 10.5.9 Additional days to be scheduled before or after Christmas
  - 10.5.10 New Year's Eve
  - 10.5.11 New Year's Day
  - 10.5.12 Martin Luther King, Jr. Day
  - 10.5.13 Presidents' Day
  - 10.5.14 Spring Recess (Friday before Easter)
  - 10.5.15 Memorial Day
  - 10.5.16 Juneteenth

- 10.6 Floating holidays shall be taken in blocks of time of no less than four (4) hours.
- 10.7 New employees must be in paid status on or before October 1 of a given school year in order to qualify for two (2) floating holidays and in paid status by at least on or before April 1 of a given school year in order to qualify for one (1) floating holiday.

## **ARTICLE 11: VACATIONS**

### **11.1 Permanent Full-Time Members of the Unit**

Following completion of six (6) months of continuous service, each member of the unit who is employed full time shall be allowed six and one-half (6.5) working days of credit for vacation with pay. Thereafter, for each calendar month of service he/she shall be allowed one and eight one-hundredths (1.08) working days of credit for vacation with pay (thirteen (13) days per year). After four (4) years of service, for each calendar month of service, he/she shall be entitled to one and one-half (1.5) working days of credit for vacation with pay, or eighteen (18) paid vacation days. After eleven (11) years of service, he/she shall accrue one and ninety-two one-hundredths (1.92) working days per calendar month of credit for paid vacation, or twenty-three (23) paid vacation days.

### **11.2 Permanent Part-Time Members of the Unit**

Following completion of six (6) months of continuous service, part-time members shall be entitled to the same vacation benefits as granted full-time members, on a pro-rated basis.

### **11.3 Limited Term Members of the Unit**

Limited term members shall accrue vacation if, at the end of this term of limited term employment, the position is declared vacant and the limited term member desires to remain in the position, and so qualifies. Upon achieving permanent status, all continuous service rendered (limited term, probationary, or permanent) shall be used in computing the accrued vacation for the fiscal year.

### **11.4 When Taken**

A member shall take their vacation at a time convenient to both the member and their supervisor. Where a shortage of employees and the nature of the work requirements make the granting of the vacation leave impossible, the member is entitled to a cash payment in lieu thereof. Permanent full-time (1.0 FTE) and part-time members (anything less than 1.0 FTE) may arrange for a maximum carry-over of 33 days based on FTE.

#### **11.4.1 Vacation Payout**

Less than 12 month employees are paid out unused vacation at the end of the fiscal year. Less than 12 month employees have the option to request to carry-over their unused vacation balance by notifying the Payroll Supervisor by June 1<sup>st</sup>.

#### 11.4.2 Custodial Vacations

Upon mutual agreement by the employee and the employee's supervisor and with the approval of the Manager of Operations and Grounds, up to Fifteen (15) days of vacation are available for custodian (including supply clerks) on school days during the school year from the beginning of school to the end of school. In addition, principals will meet with all affected employees prior to the beginning of the school year to determine any additional school days which are available for vacation scheduling. Custodians and supply clerks shall be permitted to schedule vacation on any days when school is not in session and during the summer recess. Vacations will not be denied during this period provided that at least one (1) custodian is available at each elementary school or adult school and two (2) custodians or supply clerks are available at each junior or senior high school with the exception that any vacation during the one (1) week period prior to the start of school will only be approved by mutual agreement between the supervisor and the employee. Such minimum staffing requirements can be decreased by the site principal.

Scheduling of the up to 15 days of vacation during the school year shall be handled as follows: Fifteen (15) consecutive days is the maximum per employee during the school year. Only one (1) employee per site is eligible to schedule vacation during the same time period.

If while absent, during the fifteen (15) consecutive work day period the employee becomes ill, a vacation claim may, with a physician's statement, be refiled as sick leave. Failure to return after the fifteen (15) consecutive work day period will be without pay and will, after the third (3rd) day, be deemed an abandonment of position except with a physician's statement of physical inability to return to duty. The request is to be filed with the Personnel Office with a copy to the employee's supervisor.

#### 11.4.3 Bus Driver Vacation/Compensatory Time/Floating Holiday Time

Bus Drivers shall be granted time off based on the availability of substitute employees. However, a minimum of two (2) Bus Drivers will be granted time off on any day. Time off shall be granted to employees based on the order in which the request is received.

Effective July 1, 2015 Article 11.4.2 is suspended for the 2015-16 and 2016-17 school year. A pilot program will be as follows; the approval of

vacation will be “first-come, first-serve” at the discretion of the supervisor. Bus drivers have the opportunity to cash out some of their vacation leave balance in December pay period/warrant, to be paid out in January.

#### 11.5 Payment on Separation

Upon termination, a member shall be compensated for up to the members maximum carry-over in 11.4 for earned, but unused, vacation at their current rate of pay. If vacation has been used in advance, the compensation for those days shall be deducted from the final check.

#### 11.6 Holidays During Vacation

If a District-approved holiday falls within a scheduled vacation period, one (1) day with pay shall be holiday paid as a holiday in lieu of vacation.

### **ARTICLE 12: LEAVES**

#### 12.1 GENERAL

12.1.1 Leaves of absence without pay may be granted to a member of the unit for any period upon the written request of the member and the approval of the Board of Education. Additional extensions may be granted upon approval of the Board.

12.1.2 A leave of absence without pay may be granted a member provided they meet all other requirements set forth in this rule; who desires to attend an educational institution or to enter training to improve the quality of his/her service; who enters the military service of the United States as provided for by law in the Military ~ Veterans Code and the Education Code of the State of California; who is temporarily incapacitated by illness; or who presents some other reason equally satisfactory to the Board.

12.1.3 The District and members of the governing board are freed of any liability for payment of compensation or damages provided by law for death or injury of a member of the unit if the death or injury occurs while the member is on a leave of absence granted by the Board.

12.1.4 The Board may grant leaves not required by the code with or without pay, but may not deprive any member of the unit of leave which they are entitled to under law.

The unit shall receive the difference between their salary and the amount actually paid to a substitute or any person employed to replace any classified employee who is temporarily absent from duty. Additionally, the unit member may use their accumulated sick leave (as stated in the preceding paragraph), vacation, holiday or compensatory time concurrently to the extent that the differential pay and other pay shall not exceed the unit member's regular pay.

The unit member may take additional leave without differential pay to the extent permitted by law. During such additional period, the employee may use any accumulated leave they may have available. At the request of the employee the Board may, at its discretion, extend the leave beyond the period permitted by law.

12.1.5 Computation of salaries for absences other than those provided for in the Education Code shall be determined at the discretion of the Board of Education.

12.1.6 The Superintendent may require verification of claimed illness or accident based on reasonable cause.

12.1.7 Recommendations for denial of leaves may be appealed at the meeting during which the recommendation is considered by the Board.

## 12.2 Leaves of Absence Without Pay

### 12.2.1 Pregnancy Disability Leave

12.2.1.1 Employees who are disabled by pregnancy, childbirth, or related medical conditions may take a pregnancy disability leave, subject to all of the terms, conditions, and limitations that apply under California's Pregnancy Disability Leave Law. An employee seeking to take a Pregnancy Disability Leave must submit a certification from her doctor that she is actually disabled because of pregnancy, childbirth, or a related medical condition. The duration of such leave shall not exceed the duration of the employee's disability, up to a maximum of four (4) months. However, an employee who is disabled by pregnancy, childbirth, or related medical conditions may take the maximum amount of pregnancy disability leave. Leave under this section will run concurrently with FMLA.

12.2.1.2 Such unpaid leave for child rearing in the member's household may be granted by the Board of Education for all or part of the six (6) months in which the leave is requested. Such leave may be granted for an additional six (6) months. Such leave may be further extended by

the approval of the Board of Education.

#### 12.2.2 Parental Leave

Upon request, the Board shall grant an employee who is a natural or adopting parent leave with compensation not to exceed twelve (12) workweeks for the birth, adoption, or foster care placement of a child. The employee must have been employed by the District for a period of at least twelve (12) months prior to taking the leave. Such leave must be completed within one year of the qualifying event. An employee may choose to use their accumulated leave. In order for an employee to receive differential pay, the employee must first exhaust all available sick leave, including all accumulated sick leave.

The unit member shall receive the difference between his/her salary and the amount actually paid to a substitute or any person employed to replace any classified employee who is temporarily absent from duty. Additionally, the unit member may use his/her accumulated sick leave (as stated in the preceding paragraph), vacation, holiday or compensatory time concurrently to the extent that the differential pay and the other pay shall not exceed the unit member's regular pay.

The unit member may take additional leave without differential pay to the extent permitted by law. During such additional period, the employee may use any accumulated leave he/she may have available. At the request of the employee the Board may, at its discretion, extend the leave beyond the period permitted by law.

#### 12.2.3 Reinstatement

An employee returning from parental leave shall be reinstated in their former position at the salary they would have received had their employment with the District been continuous. If parental leave is extended by the Board beyond the initial period, rights under this section shall cease.

#### 12.3 Informal Leave

An informal leave of absence without pay may be granted by the Board for a period of ten (10) working days or less within a fiscal year.

#### 12.4 Right to Return

12.4.1 The granting of a leave of absence without pay gives the member the definite and absolute right to return to a position in the same classification at the expiration of their leave of absence or before, with the concurrence of the Board of Education. A physical examination may be required by the Board before the member returns to work.

12.4.2 If a member cannot be placed in a vacant position in their class

upon return from leave of absence, they shall have reinstatement rights, in accordance with their seniority, in the same manner as if they had been laid off for lack of work or lack of funds on the date their leave expires.

## 12.5 Cancellation of Leave

The Board may, for cause, terminate employment or cancel any leave of absence approved by it, by giving the absent member due notification.

12.6 Failure to report for duty within three (3) regular work days after a leave of absence has been canceled by the Board, or at the expiration of a leave shall be considered an automatic resignation from the service.

12.7 Time spent on leave of absence without pay except industrial accident leave without pay shall not count toward salary adjustment.

## 12.8 Leaves of Absence With Pay

### 12.8.1 Personal Necessity Leave

A probationary or permanent employee may, at their election, use any days of absence for illness or injury earned pursuant to Section 45191 in cases of personal necessity, including any of the following:

1. Death of a member of his or her immediate family when additional leave is required beyond that provided in Section 45194 and that provided, in addition thereto, as a right by the governing board.
2. Accident, involving their person or property, or the person or property of a member of their immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Twenty-four (24) hour advance notice shall be given in writing to the immediate supervisor for use of personal necessity leave, except for cases of illness or death in the immediate family or traumatic accident involving property of his or her immediate family. Twenty-four (24) hour notice may be waived at the discretion of the immediate supervisor. The bargaining unit member shall submit a written explanation of the nature of the emergency upon the request of the Superintendent or the designee.
5. A maximum number of days in excess of seven is specified for that purpose in an agreement between the exclusive representative of the employees and the school district. Authorized necessity leave shall be deducted from sick leave earned under the exemption of Section 45191.
6. "Immediate family" has the same meaning as in Section 45194.

7. This section applies to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) and to school districts that may be exempted from Section 45191.

12.8.1.1 The emergency must be important in nature; and

12.8.1.2 Be of such nature that it could not be anticipated or controlled by the member; and

12.8.1.3 Involve circumstances which the member cannot reasonably be expected to disregard; and

12.8.1.4 Require the attention of the member during assigned hours of duty.

#### 12.8.2 Personal Reasons

Leave for business or personal reasons may be denied or granted with pay, without pay, or at substitute deductions at the discretion of the Superintendent or designee.

#### 12.8.3 Jury Duty

Members of the unit may be absent from duty to serve as jurors without loss of pay. Fees less mileage and reimbursed expenses paid the member for such service shall be remitted to the School District. Night shift employees shall be excused from their shift if called for jury duty during the day.

#### 12.8.4 Court Witness

Members of the unit may be absent from duty to serve as court witnesses without loss of pay unless such member is the plaintiff, defendant or member of the class in a class action lawsuit. Fees, less mileage and reimbursed expenses, paid to a member for service as a witness, shall be remitted to the School District.

#### 12.8.5 Attendance at Worker's Compensation Hearings

When an injured member of the unit appeals from the decision of their State Compensation Insurance Fund in rejecting liability in his/her case and when, in the interest of justice and of protecting all legal rights of the injured member, it is necessary or desirable for other District members of the unit to attend the hearing of the appeal, he/she may attend without loss of salary, provided that arrangements for attendance shall be made with the District Personnel office.

#### 12.8.6 Examinations

Every member in the classified service of the District otherwise qualified shall be permitted to take any open or promotional examination given by the District during working hours without deduction of pay or other penalty upon giving two (2) days' notice to his/her immediate supervisor.

#### 12.8.7 Military Leave

Request for military leave shall be granted pursuant to provisions of Education Code Section 44800, and Military and Veterans' Code 395, 395.01 and 395.02.

#### 12.8.8 Bereavement Leave

A member of the unit shall be entitled to five (5) paid work days upon the death of a spouse or a domestic partner, parent, step-parent or grandparent, child, foster child, stepchild, brother or sister of the member and/or member's spouse or anyone living in the immediate household of the member. A member of the unit shall be entitled to three (3) work days and if travel of at least 200 miles is required – a maximum of five (5) work days bereavement leave, with full compensation, for death in the family, including aunt, uncle, godchild, niece, nephew, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or grandchildren. Unit members may elect to take vacation or special use of sick leave or special leave when bereavement leave is exhausted. Such days need not be taken in consecutive order but must be taken within twelve (12) months from the date of death. A Leave Form must be submitted for approval.

- 12.8.8.1 A member of the unit shall be entitled to five (5) paid work days for reproductive loss such as; miscarriage, failed surrogacy, stillbirth, unsuccessful “assisted” reproduction (such as artificial insemination or embryo transfer) or failed adoption. Leave shall be taken within 3 months of the event. If an employee experiences more than one reproductive loss event within a 12-month period, the employer is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period. This applies to an employee who would be a parent.

#### 12.8.10 Sick Leave

Sick leave is defined as the necessary absence from duty of a member of the unit because of their own illness or injury, or their dental, eye, or other physical or medical examinations or treatment by a licensed practitioner, or exposure to contagious disease.

- 12.8.10.1 Bargaining unit members may donate accumulated and unused sick leave to another bargaining unit member who has suffered a long-term illness or disability or who must care for a spouse, child or parent and who has exhausted all fully paid leaves.

Donated sick leave shall be converted for utilization on an hour-for-hour basis, resulting in the recipient being paid at their regular rate of pay but shall not exceed one hundred and fifty (150) days per annum for the Unit. Local 1021 shall maintain records and decide eligibility and inform FUSD (Payroll Supervisor) in writing which employee's sick leave account is to be debited and which credited.

When donations are used for anyone other than the unit member including employee's spouse, child or parent, the employee must be on an approved FMLA leave and will only be entitled to leave for up to twelve (12) work weeks.

- 12.8.10.2 Accumulated sick time may be used for service credit upon retirement, consistent with provisions of the law.

#### 12.8.11 Allocation of Sick Leave

Unlimited accumulations shall be allowed in sick leave benefits. However, the cumulative aspect of sick leave from year to year is based on accrual at the rate of one (1) day's sick leave per whole month of employment defined as at least half the number of working days in the calendar month. For this purpose vacations, holidays, and District-paid leaves of absence are counted as working days. If a member leaves the District, pay for accumulated unused sick leave will not be credited to the member's final payment. Sick leave shall accumulate as follows:

- 12.8.11.1 Permanent twelve (12) month members shall have twelve (12) days of sick leave credited annually to their record at the beginning of the fiscal year as of July 1. Any unused portion shall be accumulated year after year and kept on deposit for future use.
- 12.8.11.2 Permanent members employed less than twelve (12) months annually shall have sick leave days credited annually to their record at the beginning of the fiscal year on a prorated basis. For example, a member scheduled to work ten (10) months will be credited with ten (10) days of sick leave. Any unused portion shall accumulate year after year and be kept on deposit for future use.
- 12.8.11.3 Probationary members may earn sick leave at the rate of one (1) day per calendar month credited in advance for use during the six (6) months of their probationary period. Upon successfully completing the probationary period, the member will receive a total allocation for the remaining months of the

fiscal year based on one (1) day per month.

12.8.11.4 Emergency and limited-term members will not earn sick leave credit unless they are subsequently appointed into permanent positions without a break in service.

12.8.12 Notification of Absence

A member absent because of illness or injury shall notify the office responsible for arranging substitutes and the employee's location supervisor.

12.8.13 Verification of Illness

For illnesses of five (5) consecutive regular work days, a written statement must be obtained by the member from their physician or health advisor. This statement must verify that the member was unable to work due to illness and must be submitted before the member is credited with pay for the absence. A release from the physician or health advisor may be required before the member returns to work.

12.8.14 Partial Sick Leave

A member shall receive full salary for the time lost due to illness until such time as their absence equals their accumulated sick leave. In those cases when a member's absences are in excess of their accumulated sick leave, they may at their discretion have the additional time charged against their accumulated annual vacation time if they receive such a benefit.

12.8.16 Other Sick Leave

12.8.16.1 When a member of the unit employed in the classified service is absent from his/her duties on account of illness or accident for a period of eight (8) months or less-- whether or not the absence arises out of or in the course of employment of the member the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during their absence. The eight (8) month period will run consecutively with other paid leaves. The sixty (60) working day worker's compensation leave, in the event the absence is caused by industrial accident or illness, will be used first; sick leave will then be used. The member may use accrued vacation at his/her discretion before or after the eight (8) month leave.

12.8.16.2 After the member has exhausted all paid leaves, they shall receive the differential pay for eight (8) months.

12.8.16.3 SDI shall be applicable concurrent with District-paid sick leave. It shall be credited only upon the employee turning over an appropriately endorsed SDI check to Fremont Unified School District.

12.8.16.4 Differential pay (statutory) shall operate consecutive to District-paid sick leave.

#### 12.8.17 Compensation for Line of Duty Accident

Consistent with the terms of Education Code Section 45192, members of the unit are entitled to state compensation leave for industrial accident or illness as follows, providing the member has been employed continuously the length of time specified by the Board of Education.

12.8.17.1 Allowable leave shall be for sixty (60) working days in one (1) fiscal year for the same accident.

12.8.17.2 Allowable leave shall not be cumulative from year to year.

12.8.17.3 Industrial accident or industrial illness leave will commence on the first (1st) day of absence because of industrial accident or industrial illness.

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

12.8.17.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under worker's compensation.

12.8.17.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only those days remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

12.8.17.7 After all such allowable leave is used, the member then receives his/her regular accumulated sick leave.

#### 12.8.18 Absence Because of Epidemics or Emergencies

An employee shall be paid their regular salary for any period during which their place of employment is closed because of

quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the employee is ready, able and willing to perform his/her customary or other reasonable and suitable duties. During this period, the appointing power shall endeavor to assign the employees to work elsewhere.

## **ARTICLE 13: LAYOFF**

- 13.1 In the event of a layoff, the District shall have the sole discretion regarding the total or fractional numbers and types of positions which are reduced or eliminated. Effects of the layoff shall be governed as outlined in this Article.

13.1.1 Definitions

13.1.1.1 Layoff: separation from a position, except for cause, or reduction in assigned time (hours/days/work year) due to lack of work, lack of funds, or as a result of displacement (bumping).

13.1.1.2 Position: each post of employment consisting of a job title, a group of duties and responsibilities, the work site/location, number of hours per day, the work shift times, the work days per week, the work months per year, the salary range and benefits and minimum qualifications required.

13.1.1.3 Classifications: any group of positions sufficiently similar in duties, responsibilities, and minimum qualifications required that the group of positions share the same job title, salary range, benefits and/or qualifying examination.

13.1.2 Computation of Seniority

13.1.2.1 Seniority shall be based on all hours in paid status in a classification plus higher classifications. Seniority shall include actual service, whether the school year, recess, or during any period a school is in session or closed, out of classification assignments, paid holidays, vacation, and all leaves with pay, family and medical leave without pay up to maximum of twelve weeks per calendar year, active military leave with or without pay and industrial accident leaves without pay. Computation of seniority shall not include hours compensated for solely on an overtime basis, and substitute service.

- 13.1.2.2 Seniority for service prior to 7-1-71, shall be based on the initial date of hire in the classification plus higher classifications and shall be converted to hours in paid status on the basis of one hundred seventy-four (174) hours per month.

### 13.1.3 Seniority Lists

The District shall maintain and make available seniority lists to Local 1021 upon request.

### 13.1.4 Layoff Procedure

- 13.1.4.1 Layoffs may be implemented upon notice as provided under Ed. Code 45117.

When classified positions must be eliminated as a result of the expiration of a specifically funded or categorical program, the employee to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff.

- 13.1.4.2 Employees affected by layoff for lack of work or lack of funds shall receive a layoff notice by March 15<sup>th</sup>. A final layoff notice shall be sent to employees by May 15<sup>th</sup>.

- 13.1.4.3 The District shall make good faith efforts to reduce or avoid layoffs by voluntary reassignments and voluntary transfers to positions of previous seniority and by voluntary early retirement and to vacant positions in current or equal classifications.

- 13.1.4.4 The District shall personally serve or send notices of layoff to employee(s) in position(s) designated by Board action for layoff and send copies to Local 1021. Failure to notify employees only under the provisions of the Education Code shall invalidate the layoff. The notice shall specify the reason(s) for the layoff and shall identify the employee to be laid off, and the classification. The notice shall contain options available to the employee as outlined in the Education Code and the Collective Bargaining Agreement and an invitation to the employee to come to Human Resources to confirm their seniority, the employees right to request a hearing in writing and the allotted time to submit the hearing request. Remedy for any failure of compliance with this contract relating to layoff shall not include reinstatement or back pay except for failure to fulfill the requirements of the Education Code.

In this first (1st) notice, the employee(s) options shall be:

- a. To be laid off and go on the reemployment list for thirty-nine (39) months.
- b. The right to bump into any position in the same classification occupied by an employee with less seniority who has the same or fewer hours.
- c. If the employee has previously accrued seniority in a classification(s), the right to bump into a position in that classification(s) provided the position is held by an employee with less seniority. In such event, employees subject to layoff shall be permitted to bump into the position held by the least senior person in each classification, which provides the same or similar hours. In the event that more than one employee is eligible to bump into the same classification, the number of available positions will equal the number of employees eligible to bump and the most senior eligible employee shall have first selection from among the available positions.
- d. The right to transfer to an equal or lower classification if they possess the minimum qualifications to perform the duties thereof, if there exists a vacancy in that class and if the interviewing supervisor and commission approve.
- e. The right to accept a service retirement in lieu of layoff.

**Reemployment rights:** Employees affected by a layoff shall have the following reemployment rights:

- 1. First (1<sup>st</sup>) choice by seniority of more senior employees to vacancies which occur in the classification.
- 2. First (1<sup>st</sup>) choice by seniority after transfers to vacancies which occur in a classification provided the employee has accrued seniority in the classification.
- 3. First (1<sup>st</sup>) choice by seniority after transfers to vacancies which occur in equal or lower classification(s) if minimum qualifications are met and the interviewing supervisor and commission approve.
- 4. The right to apply for promotional positions and the right to take promotional examinations, if given, and have five (5) points added to the score.

- 13.1.4.5 The employee(s) so notified shall respond in writing within five (5) working days from receipt of the notice, of their choice. All notices from the District shall be in writing and be given personally to the employee or be mailed by certified or registered mail to the employee at their last known address. Copies of such notices shall be provided to the Union. Responses from employees shall be in writing and shall be received in Human Resources in person or by certified or registered mail. Failure to respond shall indicate acceptance of the layoff (Option 13.1.4.4 (a)).
- 13.1.4.6 If, in lieu of being laid off, an employee elects, to assume another position with the District, the employee shall receive the step of the salary range that will most nearly provide the salary they received in the class at the time of layoff, and their name shall be placed on the reemployment list(s) for thirty-nine (39) months from date of layoff. If the employee's present salary is greater than the highest step in the new classification, the employee's present salary shall continue until the salary in the new range becomes equal or greater.
- 13.1.4.7 An employee may decline/fail to accept three (3) offers of equal or greater reemployment in former classification. After the third (3rd) refusal/failure to accept, their name may be removed from the list.
- 13.1.4.8 All rights and status acquired shall be restored at the time of reemployment from the reemployment list if within thirty-nine (39) months.
- 13.1.4.9 If the employee(s) chooses to bump into a position, they shall indicate the position they wish to bump into. Any employee who is affected by being bumped by a more senior employee shall be provided a layoff notice and all rights as provided above. This process shall continue until all bumping rights have been exhausted.
- 13.1.4.10 Any employee who elects service retirement in lieu of layoff through the Public Employees Retirement System shall be placed on the appropriate reemployment list and retain employment rights as under the Education Code. If the employee is offered and accepts reemployment in an appropriate vacancy, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the employee's request for reinstatement from retirement.

13.1.4.11 No employee(s) shall be finally laid off while employees serving in emergency, restricted, provisional, limited- term, substitute short-term positions are retained in the same class unless the employee(s) declines the temporary assignment.

13.2 Employees laid off from the District shall be granted priority for substitute work within the unit that occurs within the thirty-nine month recall period.

### 13.3 Fringe Benefits in the Event of Layoff

13.3.1 Fringe benefits shall continue for a period of severance pay. The employee shall have a right to continue all benefits after exhaustion of severance pay consistent with the provisions of COBRA at the sole expense of the employee.

13.3.2 Payoff of earned pay, unused accrued vacation and compensatory time if not scheduled by the supervisor before effective date of layoff.

13.3.3 Severance pay at the rate of three (3) days for each year of service.

## **ARTICLE 14: LEAVES OF ABSENCE FOR RETRAINING**

In the event it becomes necessary to retrain an employee, the Union shall be advised of the training program and any impact it may have on working conditions.

## **ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT**

15.1 The District will maintain a safe workplace in compliance with Public Law 91-596 and will take whatever action is necessary to address the hazard at the highest level that is feasible. When a workplace hazard is identified, the District will eliminate the hazard wherever possible. When that is not possible, the District will adopt substitution or engineering controls to reduce or eliminate the exposure to the hazard for employees. If those steps are not possible, the District will adopt administrative controls such as training or reassignment. Finally, if nothing else is possible, the District will provide sufficient PPE.

15.2 It is the duty of all members in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

15.3 The District will welcome at any time, from any member of the unit, suggestions which offer practical and economically feasible ways of improving safety conditions.

15.4 It will be the responsibility of the injured member to report an accident to his/her

supervisor as soon as possible after the accident. In the event the accident is so serious that the member is removed from duty, it will be the responsibility of the supervisor of the member to report the accident to the proper authorities.

- 15.5 Bus drivers may review repair work orders submitted for their equipment record. Record books are available.
- 15.6 Maintenance employees may, at the time of pick up, inspect at the transportation shop completed work order reports on maintenance vehicles which have been serviced or repaired.
- 15.7 Safety goggles will be provided as authorized by the supervisor or the Safety Committee.
- 15.8 The Safety Committee will furnish Local 1021 a copy of Safety Committee reports.
- 15.9 The District recognizes its responsibility to provide safety equipment (floor mats, potholders, and heat-insulated gloves).
- 15.10 Safety Committee representation for members of the unit will continue. Local 1021 may choose two (2) voting members of the committee; the District may appoint additional non-voting members. The District committee will investigate complaints as submitted. The on-site committee shall be responsible for regular inspection of equipment and facilities.
- 15.11 The District shall provide, upon request, one (1) set of rain gear (hat, coat, pants and boots) for the School Bus Drivers, Substitute School Bus Drivers, custodial staff and for each transport driver and each transport driver assistant in sizes specified by the user. The unit member assigned the gear shall be responsible for security of the gear, and the District shall replace rain gear upon tender by the unit member of an unserviceable item.
- 15.12 The custodian shall report to the on-site Health and Safety Committee all unsafe or unsanitary furnishings in a school. If the custodian is not satisfied with the decision of the site safety committee, he/she shall appeal to the District Safety Committee for a final decision as to whether or not questionable furnishings should be disposed of.
- 15.13 The District shall have available at all times a current preventive maintenance list(s) showing that all District vehicles and equipment are being regularly inspected and properly maintained. The list(s) shall be made available immediately to the steward and/or Union representative on request.
- 15.14 The District and the Union will make every effort to maintain adequate and satisfactory health and safety standards. No employee shall be required to perform work with unsafe equipment or in situations which are injurious to his/her health or safety.

- 15.15 The District shall conform to and comply with all health, safety, and sanitation requirements.
- 15.16 The District shall provide a list of phone numbers to be called for safety emergencies such as hazardous waste spills, accidents, etc. at all work sites.
- 15.17 The District shall provide a minimum of eight (8) hours per year of safety training to each employee.
- 15.18 The District shall provide metal mesh gloves for food service workers who operate District kitchen food slicing machines. Upon issuance of metal mesh gloves, each food service worker receiving his/her mesh metal gloves will be required to wear the gloves every time he/she operates District kitchen food slicing machines.
- 15.19 Employees subject to continual or sustained lifting of twenty-five (25) or more pounds shall wear a district-provided back support apparatus. The type and design of the back support apparatus will be determined by the FUSD Safety Committee.

## **ARTICLE 16: PROFESSIONAL GROWTH**

- 16.1 A professional Growth Committee Fund shall be available to:
- Provide employees reimbursement for attendance at seminars, workshops, which provide the employee training to improve job performance and/or to enhance the employee's skills or learning to prepare the employee for promotional opportunities in the District. Release time for attendance at classes, seminars, workshops must be approved by employee's supervisor prior to taking time off to attend said class/seminar/workshop;
  - Pay the cost of the difference between a Class C Driver's license and the level of license required by the employee's position,
  - Pay costs associated with employee training pursuant to guidelines developed by the Committee.
- 16.2 The Professional Growth Committee meet for the purpose of reviewing individual or group employee applications for expenditures from the Professional Growth Fund. The Committee shall be composed of at least three employees appointed by Local 1021 from among its members.

Applications shall be reviewed and approved by the Committee consistent with the established guidelines. Applications shall be reviewed by the first level supervisor processed for payment. In the event the first level supervisor questions any of the applications which have been approved by the Committee, he/she shall meet with the Committee to resolve the issue.

The District shall contribute \$10,000 each fiscal year to the Professional Growth Fund. New accrual shall be spent each fiscal year.

#### **ARTICLE 17: CONTRACTING OUT BARGAINING UNIT WORK**

- 17.1 District will not contract out work which has customarily and routinely been performed by unit workers in positions within the unit which will result in layoff or reduction in hours.
- 17.2 Managers will notify the Maintenance Department in advance of proposed facility improvements and the Maintenance Department will inspect completed improvements.
- 17.3 The Maintenance shop steward will within a reasonable time of the request be provided a file which contains proposals for facility improvements submitted by non-Maintenance Department managers.
- 17.4 In the event the District considers hiring outside services to perform extra custodial work, including but not limited to, small Facility Bond construction projects, the District shall meet and confer with the Union prior to employing such service. The purpose of the meeting will be to determine the feasibility of District employees performing the work, given the allowance in current law and the bond over-site committee. For the purposes of this agreement, small Facility Bond construction projects shall be jobs that would be anticipated to take no more than 80 hours to complete in a manner that doesn't interfere with normal cleaning schedules and won't detract from the completion of the main mission of cleaning school sites.

#### **ARTICLE 18: TRANSFERS**

##### **18.1 Definition**

Any unit member who has attained permanent status in the District shall be entitled to request a transfer to a different job location with the same class.

Probationary unit members may only transfer when the position they are transferring into increases their work hours.

A transfer is defined as 1) movement from one position to another in the same classification; or 2) movement from a position in a classification to a position in a lower classification provided that the employee who is transferring has previously held the position in the lower classification.

##### **18.2 Posting**

When vacancies occur for any position within the bargaining unit, the position shall first be available for transfer to current employees in the bargaining unit.

Unless the position is deleted by the Board, the vacancy notice shall be posted within five (5) working days of the vacancy. The District will post notices of the available vacancy for a period of ten (10) working days. Such notices shall identify the position which is available and the job requirements for the position. In addition, notices for part-time Custodian 1 positions shall contain the option to combine the hours of the position with another part-time Custodian 1 position provided that the positions are on the same shift and the total hours of the two (2) positions will not exceed eight (8) hours. Travel time that results from such combinations of positions shall not exceed twenty (20) minutes and shall be included equally in the work hours at each site. Paper postings ended on December 31, 2015. An email notification for every transfer posting in every department be sent to all SEIU 1021 members the day the posting period begins.

18.3 Filling Vacancies

Selection for the position shall be made based upon seniority from among those employees who are eligible as defined in Section 18.1 and who have applied within the ten (10) day posting period. Prior to selection, the District shall interview up to the three most senior transfer candidates, if there are only two candidates, both shall be interviewed; one shall be selected. If there is only one candidate, they shall be selected. The transfer shall be made within ten (10) working days of the close of the posting period. Such ten (10) day period may be extended by mutual agreement.

18.4 Trial Period (Reinstated July 1, 2015).

An employee who is transferred to a position shall have a thirty (30) day trial period in the new position. Such trial period may be shortened by mutual agreement. The employee's former position will be filled on a temporary basis during the trial period. If the supervisor identifies problems related to performance during the trial period, the employee will be notified of the problems and a plan for improvement will be identified. If the employee is determined to be unsatisfactory at the end of the trial period, the employee will be provided written rationale for the determination of unsatisfactory performance and will be returned to the position he/she held prior to the transfer. Additionally, if the employee determines during the trial period that they do not wish to remain in the position, the employee may return to the position they held prior to the transfer. Any records of this process will not be contained in the employee's personnel file.

18.5 Limits on transfers

An employee may transfer no more than two (2) times per school year. An employee on a Performance Improvement Plan (PIP) is precluded from transferring until a satisfactory result of the plan.

18.6 Vacancies Not Filled by Transfer

Any vacancy which is not filled by the transfer process shall be filled pursuant to the Classified Personnel Commission Rules. If the position is not filled within 30 days after posting as a vacancy, the District will notify the Union. Upon request, the District and the Union will meet to discuss the issue.

## **ARTICLE 19: CHILD NUTRITION SERVICES**

- 19.1 When a position in Child Nutrition Services is vacated temporarily the position shall first be offered to qualified employees at that work site on a rotating basis commencing with the most senior employee. Qualified employees from the base kitchen and its satellites shall be included in the rotation when the absence is known in advance. Substitute employees shall be offered any remaining hours. Coverage for the full assignment shall commence the first day of the temporary vacancy and continue throughout the duration of the vacancy.
- 19.2 Daily/monthly bulletins to Child Nutrition Services employees will not contain reference to, or computation of, student hours in kitchens or lunches per hour.
- 19.3 All Local 1021 Child Nutrition Services employees shall have the opportunity to participate in the following outlined professional growth program:
  - 19.3.1 An employee completing five (5) accredited food service-related courses shall receive sixteen (16) cents per hour in addition to his/her regular salary.
  - 19.3.2 An employee completing seven (7) accredited food service-courses shall receive an additional six (6) cents per hour, twenty-two (22) cents per hour over his/her regular salary.
  - 19.3.3 An employee completing nine (9) accredited food service-courses shall receive an additional six (6) cents per hour, twenty-eight (28) cents per hour over his/her regular salary.
  - 19.3.4 The maximum total professional growth increase allowable is eight (8) cents per hour. Once professional growth increases are earned, they cannot be taken away when employee moves up down in classification.
  - 19.3.5 Courses must be accredited by a community college, college university and approved by the Child Nutrition Services Director, prior to taking the course.
  - 19.3.6 Course work time required to equal one (1) class will be by the Child Nutrition Services Director in accordance with standards for two (2) and three (3) unit classes.
- 19.4 Overcode opportunities shall be handled consistent with Article 7.7.3.

## **ARTICLE 20: SUMMER WORK**

- 20.1 The most senior employee in a classification shall have priority for supplemental summer work within the employee's active duty classification at the employee's work location.
- 20.2 During recess and summer months, permanent food service, Campus Supervisor, and transportation employees who apply for extra unit work through the Personnel Office shall be preferred if deemed qualified for such work by the Personnel Office.
- A substitute custodian shall not be displaced from a continuous limited-term appointment by a permanent Child Nutrition, Campus Supervisor, and/or Transportation employee provided the substitute was assigned at the work site prior to the end of the school year.
- 20.3 A permanent employee hired out of classification for summer work shall be placed on his/her earned regular classification step and longevity but on the range applicable to the work classification.

## **ARTICLE 21: CUSTODIANS**

- 21.1 Custodians shall not be required to supervise students on a regularly assigned basis.
- 21.2 Custodians will not be required to perform any painting, except: 1) to cover any obscene or inflammatory words or drawings on buildings or property, and 2) to cover small repairs or small areas exposed by the removal of equipment, bulletin boards, etc. In no instances shall custodians be required to perform finished painting (e.g., work that requires professional preparation and/or more than one hour of work time and/or painting of whole offices, rooms, etc.). Custodians may be required to make minor adjustments and repairs to plant fixtures and equipment providing that the work 1) is non-hazardous and non-specialized, 2) does not require the use of power tools, and 3) can be completed in less than one hour of time (total of all custodians at site) in a work day.
- 21.3 At the beginning of each year, site management personnel shall meet with each custodian to discuss work load.
- 21.4 One (1) rank and file member is designated "working leadperson" at each school site or complex when there are two (2) or more custodians on the same shift and one (1) for each roving crew, and is paid five percent (5%) additional.
- 21.5 Custodians assigned by the District to work at two or more locations in the same shift day shall be given 20 minutes paid travel time to be divided evenly from each site.

## **ARTICLE 22: SUBSTITUTE EMPLOYEES**

- 22.1 Substitute employees, excluding Child Nutrition Substitutes shall be placed on Column 2(B) of the SEIU salary schedules minus \$1.95. Current substitutes at a higher level than column 2(B) shall retain their higher step, which is equivalent to the appropriate step of the SEIU salary Schedule minus \$1.95.

Any Substitute employee who is hired into a permanent position shall be placed, upon hire into the permanent position, at the same step the employee last held as a substitute employee, effective October 13, 2016.

- 22.2 Written evaluation of substitute employees will be prepared after six (6) months and each year thereafter. Evaluations will be made available to the hiring authority when the substitute applies for a permanent position.
- 22.3 Substitutes who have advanced on the salary schedule shall receive the same promotion points as permanent unit members for purposes of initial employment in entry level positions.
- 22.4 The District shall give first consideration in hiring of custodial substitutes to those on the Personnel Commission eligibility list (by rank) who indicate an interest in substituting.
- 22.5 All practices currently in effect relating to rotation of Bus Drivers shall remain in effect for the term of the Agreement.
- 22.6 Assignments for substitute custodians for assignments of less than four (4) weeks shall be rotated among all substitute custodians using the substitute tracking system.

Assignments for substitute custodians for four (4) weeks or more shall be equitably rotated among all substitute custodians. To create such rotation, a list of all substitute custodians shall be made, commencing with the most senior custodian at the top of the list. Seniority for purposes of this section shall be defined as date of hire as a substitute. Assignments shall be made starting with the employee at the top of the list and progressing down the list. The position where the final assignment is made shall become the starting point on the list for the next assignment of four (4) weeks or more.

- 22.7 Substitute custodians shall receive a minimum of four (4) hours training prior to assuming a regular substitute assignment. Such time shall be spent at a school site with an experienced custodian. The four (4) hour training period shall be in addition to the regular staffing complement during that shift.

## 22.8 Substitute Bus Drivers

At the discretion of the District, a pool of substitute school bus drivers shall be maintained to support student transportation. These substitute employees shall be considered at will employees. This article does not grant or create any employment rights greater than those allowed regular substitute employees.

Substitute school bus drivers shall be guaranteed a total of four (4) hours pay time and thirty (30) minutes of split shift compensation each day students attend school. Substitute school bus drivers shall be used to replace permanent school bus drivers who are absent from work and/or to perform extra work when permanent school bus drivers are not available. Such extra work is available on regular school days and when school is not in session including holidays and weekends.

Substitute bus drivers shall be selected in a process consistent with the requirements of the Merit System of Classified Employment. A pool of potential substitute school bus drivers shall be established. Once the pool is established, appropriate training shall be made available in compliance with current state regulation regarding the licensing of school bus drivers. Classified Personnel shall conduct a test establishing a list of unranked substitute school bus drivers. The unranked list shall comply with the Education Code requirements. A test shall be conducted at least one (1) time per school year.

## **ARTICLE 23: MISCELLANEOUS**

### 23.1 Coding of Hours

A member of the Unit who works a minimum of thirty (30) minutes per day in excess of a part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in the Education Code.

23.2 Promotion points for eligible employees shall be a combination of competitive examination test scores plus five (5) points. Employee scoring seventy-five (75) to eighty-four (84) shall receive one (1) additional point; employees scoring eighty-five (85) or more shall receive two (2) additional points.

23.3 The District will furnish Local 1021 two (2) Board of Education agenda packets.

23.4 Shared Site-Based Decision Making a joint Local 1021/District committee shall be formed to discuss planning for site-base management. The committee shall be composed of three members selected by the Union and three members selected by the District. A report with recommendations shall be prepared by the committee and submitted to the District and to the Union.

23.5 Trainees who have completed the Fremont Unified School District training, and who are hired by the District will receive a stipend for the training period that will be paid in the following manner:

- 23.5.1 After successful completion of three (3) months of employment as a Substitute and/or Permanent Bus Driver, the Driver will receive one hundred (\$100) dollars.
- 23.5.2 After successful completion of six (6) months of employment as a substitute and/or Permanent Bus Driver, the Driver will receive an additional one hundred (\$100) dollars.
- 23.6 Bus Routes
  - 23.6.1 All routes for permanent Bus Drivers shall be compensated as .875 FTE for permanent drivers working 7 hours or less. Drivers hired prior to July 1, 2022 who previously worked less than .875 FTE may decline the .875 FTE to maintain existing FTE.
  - 23.6.2 During a unit members established work day they will be responsible for duties within their job description as directed by their supervisor.
- 23.7 Campus Supervisors will be assigned two hundred (200) total paid workdays per calendar year.
- 23.8 Child Nutrition Services, Bus Driver 1 and 2 and Van Drivers will be assigned One hundred and ninety-eight (198) total paid workdays per calendar year.

#### **ARTICLE 24: EMPLOYMENT OR PLACEMENT OF WORKFARE/ WORK FURLOUGH PARTICIPANTS**

FUSD will comply with the rules of the program established by the funding and/or other governing authority as to restrictions on employment and use of Workfare/Work Furlough participants.

The use of Workfare/Work Furlough participants shall not cause layoff or reduction of hours of unit members nor shall Workfare/Work Furlough participants perform other than their customary and routine duties during any lawful concerted employee action.

#### **ARTICLE 25: DISTRICT RIGHTS**

The District maintains the right to manage and direct its operations and employees, including the right to discipline employees for just cause, to the extent that the exercise of such rights does not conflict with the provisions of law and of this Agreement. Nothing shall relieve the District of its obligation to negotiate with the Union regarding the impact of the exercise of any such rights.

#### **ARTICLE 26: SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such judgment or decision,

but all other provisions or applications shall continue in full force and effect. The parties shall, within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

## **ARTICLE 27: TEMPORARY REASSIGNMENT**

Temporary reassignment provides current permanent employees with the opportunity to gain experience and job skills in the trades or in other occupational areas, which would provide career enhancement. The program is designed to enable non-trade employees to be assigned to skilled trade positions in the maintenance, grounds, CNS and transportation departments. Additionally, the program provides permanent employees currently working in the trades positions the opportunity to gain experience, which will enable them to be promoted or advanced or cross trained in the maintenance, grounds and transportation departments.

### **27.1 Positions**

The positions which are available for temporary reassignment in maintenance, grounds, transportation and warehouse departments are: equipment mechanic, equipment operator, gardener 1 and 2, grounds mechanic, delivery driver, delivery driver/warehouse person, HVAC technician, mechanic, carpenter, electrician, glazier, locksmith, electronic technician, painter, plumber, maintenance purchasing stock clerk, mobile maintenance technician, irrigation technician, bus driver, child nutrition assistant 2, cook, baker and kitchen manager.

### **27.2 Custodial Positions**

Lastly, the program provides the opportunity for employees to gain experience in the custodial department positions of Custodian 2, supply clerk, custodial crew leader, gardener 1 and mobile maintenance technician. Temporary reassignment in the custodial positions shall only be available to those employees who do not currently hold a permanent position in the classification to which they wish to be temporarily reassigned.

The Union President shall be provided a copy of the temporary reassignment lists and shall be provided notice upon request.

### **27.3 Positions within the Department**

Prior to opening a position for temporary reassignment, employees within the department (or in the case of Custodial positions and CNS, employees at the school site where the temporary vacancy occurs) will be offered the opportunity to fill the position on a temporary basis. If no employee is interested or qualified to fill the position, the position will be available for temporary reassignment from the appropriate list. In the case of Maintenance, Grounds, and Transportation Departments, if an employee within the department fills the position, that employee's position will be available for temporary reassignment.

If there is to be a substitute for more than twenty (20) working days in any of the positions covered by the temporary assignment program, that position is eligible for and may be filled by a person on a temporary reassignment. Further, any position covered by the program which has a substitute for ten (10) or more working days will be reviewed by

Classified Personnel to determine the ending date of the substitute. If that date is determined to be more than fifteen (15) working days from the time the substitute assignment commenced, the position will be available for a person on temporary reassignment.

#### **27.4 Requirements**

In the event the temporary reassignment requires a license and/or certificate to perform the work, the employee must possess such license or certificate to be eligible for the temporary reassignment.

#### **27.5 Interest list**

Annually a list shall be established for each department containing the names of those individuals who have indicated an interest in the temporary reassignment in that department. The names of the employees will be placed on the list in the order of seniority. After the list has been established, any additional employees who wish to add their names to the list will be added to the bottom of the list. Temporary reassignments shall be offered on a rotating basis, commencing with the employee at the top of the list and proceeding through the list. A separate TRP list for licensed and trade positions shall be maintained internally in the Maintenance and Operations Department.

However, if the manager determines that the person at the top of the list does not possess the skills necessary to perform the job in a safe manner, the manager will accept the next person on the list who does possess the necessary skills. The employee who is bypassed shall retain their position on the list.

#### **27.6 Assignment**

In the event an employee is offered a temporary reassignment and refuses such assignment, the employee's name shall be moved to the bottom of the list. If the employee is unavailable for a temporary reassignment due to illness or other time away from work, the employee shall be bypassed and the reassignment shall be offered to the next available employee. The employee who is bypassed shall retain their position on the list.

In the event an employee receives a temporary reassignment, they shall be released from their regular assignment within a period of five (5) days after receipt of the temporary reassignment. Upon completion of the temporary reassignment, the employee shall be returned to their regular assignment.

A temporary reassignment shall not exceed six (6) months. No individual shall receive more than two (2) temporary reassignments in a fiscal year unless no other employee is available or willing to assume a temporary reassignment opportunity.

#### **27.7 Compensation**

In the event that an employee works a temporary reassignment the employee shall be compensated as follows:

If the employee works a temporary reassignment in a position which is compensated at a salary range which is the same as or more than the employee's permanent assignment, the employee shall be paid no less than their normal salary plus an additional five percent (5%) or the first step of the classification which the employee works, whichever is greater, for all work performed in the temporary reassignment.

If the employee works a temporary reassignment in a position which is compensated at a salary range which is less than the employee's permanent assignment, the employee shall be paid at the same step which the employee currently holds but in the range which is applicable to the work of the temporary reassignment.

## **ARTICLE 28: TAK FUDENNA MEMORIAL STADIUM ASSIGNMENTS**

28.1 Operations overtime at TAK Fudenna Memorial Stadium (TAK) will be administered by the Operations & Grounds Supervisor.

### **Athletic Stadium Specialist**

28.2 The Athletic Stadium Specialist shall receive the first opportunity for overtime for all events that occur at TAK.

### **Campus Supervisors**

28.3 Campus supervisors overtime will be administered by the Operations & Grounds Supervisor for Mission Valley Athletic League (MVAL) football/soccer/graduation and other events as necessary.

28.3.1 Notice to participate: one week prior to preseason football, the Operations & Grounds supervisor will solicit from all campus supervisors their willingness to be on the opt-in seniority rotation list including any new hires.

28.3.2 Football events: when two District MVAL football teams are playing each other, each school is to provide one (1) campus supervisor to monitor its side of the field. The campus supervisor being selected will be based on home school site seniority.

28.3.3 If a campus supervisor declines an assignment, the next, senior campus supervisor at the site will be asked to take the assignment.

28.3.4 If a school is unable to secure campus supervisors for a game, the opposing school site will be asked to provide both campus supervisors to supervise both stands and fields.

28.3.5 If both schools are unable to provide campus supervisors for a game, campus supervisors at other District sites will be asked to fill the assignment based on seniority rotation.

28.3.6 If all District campus supervisors decline the assignment, the Operations & Grounds Supervisor may provide outside security.

28.3.7 When a District school is playing an out of District school: the District will provide two (2) campus supervisors at TAK from the home team, one to cover each side of the field. If the home team cannot provide any campus supervisor the

provisions starting at 28.3.5 applies.

28.4 Boys and girls soccer events: soccer events require one senior high school campus supervisor. The Operations & Grounds supervisor will schedule a time prior to the start of the season and use the opt-in overtime list based on seniority and include any new hires.

The overtime assignments will start with the person with the highest seniority, that person will pick one day and the next pick goes to the next in seniority order. After everyone has picked, the rotation starts again and continues until all days have been claimed.

28.5 Graduation: the campus supervisors at the graduating school will be offered to work at their school's graduation first, by seniority, followed by the campus supervisors on the opt-in seniority rotation list to supervise the graduation ceremonies at TAK.

28.6 Campus supervisors will be offered to work at graduation events before outside security is retained.

### **Operations and Grounds**

28.7 Operations overtime staffing requirements and process at TAK will be as follows:

28.7.1 Football: set-up/event/coverage/break-down. One (1) Athletic Stadium Specialist, two (2) Operations Delivery Drivers/Utility

28.7.2 Football: clean-up Saturday/Sunday: One (1) Athletic Stadium Specialist, one (1) Operations Custodian.

28.7.3 Soccer: track meets, set-up/event coverage/break-down/clean-up: One (1) athletic stadium specialist, one (1) operations delivery driver/utility.

28.8 MVAL athletic events such as football, soccer and track set-up, event coverage and break-down/clean-up: the District shall first offer the overtime to the delivery driver/utility classification, via rotation by seniority. If all delivery driver/utility decline the overtime the District shall offer the overtime to the operations custodians, via rotation seniority. If all operations custodians decline the overtime the District shall utilize the District custodial volunteer overtime list, via rotation by seniority.

28.9 For weekend (Saturday/Sunday) overtime related to the clean-up of football games: the operations custodians shall first be offered the overtime via rotation by seniority. If all operations custodians decline the overtime, the delivery driver/utility shall next be offered the overtime via rotation by seniority. If all the delivery driver/utility declines the overtime the District shall utilize the District custodial volunteer overtime list, via rotation by seniority.

28.10 All Non-MVAL events at TAK: overtime shall be offered to operations custodial staff. If all operations custodians decline the overtime the District shall offer the overtime to the delivery driver/utility staff via rotation by seniority. If all delivery driver/utility staff declines the overtime, the District shall utilize the District custodial volunteer overtime list, via rotation by seniority.

## **ARTICLE 29 SECURITY CAMERAS**

29.1 Security cameras may be installed in situations and places where the security of equipment, property or people would be enhanced and/or in support of the District's responsibility under California Education Code 44808. Cameras shall be limited to uses that do not violate the reasonable expectation of privacy as defined by law.

29.2 In compliance with state law, notices shall be clearly posted in areas where security cameras are in use. A list of such locations shall be made available to the union at the beginning of each regular calendar school year. If additional locations are made active as part of the security system during the school year, employees assigned to that location shall be notified by District electronic mail.

29.3 The Superintendent or designee shall be charged with the control and confidentiality of security surveillance data generated on school sites, district property, and district vehicles.

29.4 Viewing of data shall occur only by individuals authorized by the Superintendent or designee. Viewing of recorded footage shall be performed when there is a reasonable suspicion or event that occurred.

29.4.1 Monitoring of district trucks and buses is limited to assistance with real-time routing and to ensure the safety of FUSD employees.

29.5 At no time will security cameras be placed in employee restrooms. Cameras shall not be placed in employee break rooms without a demonstrated necessity and only then, with the approval of the Union.

29.6 Security cameras and system hardware shall be maintained by the District. The District may use a third party service provider.

29.7 The District agrees that data shall not be used as the exclusive means of work skills evaluations. The District also agrees that the data shall not be used for disciplinary action unless the infraction was of a safety sensitive nature, or violation of state law or Board Policy.

29.8 In the event of any data being utilized as part of a skills evaluation, or disciplinary action as defined in above section 29.7 the employee and union representative must be provided access to the video and/or audio data.

29.9 The Union may make written request to view stored data to the Superintendent or designee charged with the maintenance of the data. The request shall state the day of the week, day of the month and time on which the data was created. If available, the data shall be previewed by the Superintendent or designee to ensure that confidentiality and the rights of any students who may appear in the data are protected prior to showing the data to a union representative and the employee who is the subject of the captured data.

All persons who participate in the requested viewing of saved data shall be identified in a signed, written log showing the place, date and time of the showing and the reason for such requested showing.

29.9.1 All data shall remain the property of the District and no copies or transfers of data from the original stored format for use by anyone other than the District shall be allowed without the written consent of the Superintendent of the Fremont Unified School District.

29.9.2 An employee may request from the Superintendent or designee charged with the maintenance of the data, that the camera hard drive data be accessed and transferred to an original stored format for the purpose of evidence in student and/or employee discipline. Viewing may come at a later time and can only be viewed when management, employee and union are present for initial viewing. The request shall state the day of the week, day of the month and time on which the data was created.

### **ARTICLE 30: COMPLETION OF AGREEMENT**

- 30.1 The agreement shall remain in full force and effect from date of ratification until June 30, 2027.

This agreement is subject to reopener on July 1, 2025 and July 1, 2026. Issues which are subject to reopener: Article 8-Pay and Allowance, Article 9 Health and Welfare and the Union and the District will be allowed to introduce two non-economic articles each.

- 30.2 The provisions of this Agreement shall prevail over contradictory written policies and administrative regulations and state law to the extent permitted by law.

## **APPENDIX A**

### **LOTTERY FUNDS**

The District and Local 1021 shall consult as provided by Government Code Section 3543.2 in developing guidelines for the allocation of lottery funds. A committee shall be formed, composed of two (2) members appointed by Local 1021 and two (2) members appointed by the Superintendent. The guidelines recommended by the voting majority of the committee shall be submitted to the Board of Education through the Superintendent.

The District shall establish an account from which no funds may be expended until the committee's recommendations have been submitted to the Board of Education. If the committee becomes deadlocked, all recommendations made by the parties shall be submitted to the Board of Education. This account shall be identified as the Lottery Education Account for the receipt and expenditure of lottery monies within the confines of the law.

## **APPENDIX B**

### **RULE 223--APPEALS**

Any employee who is dissatisfied with the performance rating he/she has received may request in writing a review of the rating by the Personnel Commission. This request shall be forwarded to the Personnel Commission to arrive not later than fifteen (15) days after the performance rating conference with the supervisor.

## **APPENDIX C—CALENDAR**

### **FUSD CALENDAR GUIDELINES 2001 - 2010**

#### **SEPTEMBER**

Labor Day will be observed as a Federal holiday, on the day so designated.

When Labor Day falls on September 1, 2, or 3, the first day with students present will be the Wednesday following Labor Day.

When Labor Day falls on September 4, 5, 6, or 7, the first day with students present will be the Wednesday prior to Labor Day.

Paid Holiday: Labor Day

#### **NOVEMBER**

Veterans' Day will be observed as a Federal holiday on the day so designated.

Thanksgiving break will be Wednesday – the day before Thanksgiving, Thursday – Thanksgiving Day, and Friday – the day following Thanksgiving.

Paid Holidays: Veterans' Day, and the three days of Thanksgiving week.

## **DECEMBER**

The student winter break will be no more than 10 workdays.

The winter break will begin at the close of school on the Friday before Christmas Eve, unless Christmas falls on a Sunday or Monday, then the winter break will begin at the close of school on the Wednesday prior to Christmas Eve. If this occurs, then the last week in December for students will be at least three days, and the first week returning in January will be at least two days.

Paid Holidays: Christmas Day, Christmas Eve, New Year's Day, New Year's Eve, and one additional day during winter break

## **JANUARY**

Martin Luther King's birthday will be observed as a holiday on the third Monday in January.

Paid Holiday: Martin Luther King Day

## **FEBRUARY**

The District will continue to seek a waiver for Lincoln's holiday. Lincoln's holiday will be a non-student day to be used for staff development day for teachers.

Presidents' Day will be observed as a Federal holiday on the designated day.

Paid Holiday: Presidents' Day

## **MARCH/APRIL**

Spring break, for students, will occur the week following Easter Sunday. The Friday before Easter will be a holiday for CSEA and SEIU 1021 members.

Paid Holiday: Friday before Easter

## **MAY**

Memorial Day will be observed as a Federal holiday on the designated day.

Paid Holiday: Memorial Day

## **JUNE**

The last teacher workday will be no later than the Friday of the third full week in June.

## **JULY**

The 4<sup>th</sup> of July will be observed as Independence Day, a Federal holiday, on the designated day.

Paid holiday: Fourth of July

## **APPENDIX D—PROFESSIONAL GROWTH PROGRAMS GUIDELINES**

### **PURPOSE**

The purpose of the Professional Growth Program is to provide reimbursement to employees for the cost of:

- Attendance at educational programs, seminars, workshops, classes which provide training for an employee to enhance job skills in his/her current position or to provide training to prepare an employee for future promotional opportunities.
- Training for a bus driver position which includes the cost of license/DMV certification and physical exam up to maximum of \$2,000 per person. The difference in the cost of Class C license and any higher level license required by the employee's position.

### **COMPOSITION**

The Committee shall be composed of not less than three (3) employees represented by SEIU Local 1021 and appointed by the Chapter President.

### **ROLE OF THE COMMITTEE**

1. The Committee may revise the application process as needed.
2. The Committee may make recommendations to revise the program guidelines. Such recommendations will be made to the Local 1021 Chapter Executive Committee and the District. Changes to the guidelines will require agreement by the Chapter Executive Committee and the District.

### **ELIGIBILITY**

1. The District shall contribute the amount of \$10,000 each year to the fund. current balance as of June 30, 2015 shall be rolled over. New accruals shall be spent within each fiscal year.
2. Eligible employees are permanent employees who have completed six (6) months of employment and who are represented by SEIU Local 1021. In the case of Bus Driver trainees, the costs will be paid for both District employees and individuals who are training for Substitute Bus Driver positions.
3. Courses must be related to the employee's current position or career opportunities in the District.
4. Courses must be approved by the Professional Growth Committee and first level supervisor to receive reimbursement. If courses are submitted after the course has commenced or has been completed, reimbursement is not guaranteed and is subject to the discretion of the Committee.
5. Approval for reimbursement may include approval for the cost of books and tuition.
6. Reimbursement will be provided upon proof of successful completion of the course, (successful completion will be demonstrated by passing grade or proof of completion). The certificate of completion will be submitted with the reimbursement form to the District.
7. Maximum reimbursement will be two-thousand dollars (\$2,000) per fiscal year per employee provided those funds remain available for reimbursement.

8. Any seminar/course/workshop which would require an employee to obtain release time must be approved for such release time by his/her Department manager prior to submitting for approval of the cost of the course.
9. The Committee may organize seminars/courses/workshops to be provided to District employees. The cost of such programs may be approved through the Professional Growth Fund.
10. The Committee may approve the cost of training materials for SEIU Local 1021 employees.
11. Pro-growth funds can be used to attend the Districts Best Practices at the Best Practices rate, currently at \$50 per class up to three classes.

The balance of June 30, 2015 may be used for Professional Growth but the Following paragraph does not apply:

By May 31, if there is a remaining balance from that year's Professional Growth allotment, any member who used the fund during said fiscal year will receive reimbursement (if the original request was above \$2,000) from the \$10,000 figure. If there is more than one member who used the fund, each member shall be Reimbursed equally, up to the amount spent for the course. The member will submit a second reimbursement form for the amount above \$2,000. The total amounts to be reimbursed shall not exceed the year's allocation of \$10,000. The certificate of completion will be submitted with the reimbursement form to the District.

## **APPENDIX F**

### **Maintenance Department Side Letter**

1. There can be up to two (2) categories of standby with one (1) person in each category.
2. The standby period will be a minimum of one (1) week, commencing with 5:30 p.m. Monday and ending at 7:00 a.m. Monday.
3. There will be sign ups semi-annually for 6-month period each, on January 1 and July 1. Interested employees will select standby periods based on seniority (seniority shall be defined as date of hire in the maintenance department). If an employee volunteers for standby and is unable to assume the standby shift(s), the employee will be responsible for finding a replacement to cover the shift. The replacement employee must be qualified and must be approved in advance by the Supervisor. A shift for replacement shall be defined as the daily standby shift of 5:30 p.m. until 7:00 a.m. on weekdays and the twenty-four (24) hour period each weekend or holiday day. In the event of shift/hour changes, the program hours shall take effect as soon as the last shift is off duty.
4. To be eligible for standby, employees must be available to respond within thirty (30) minutes of a call (be located within fifteen miles of the center of the District).
5. Standby personnel will be contacted and assigned by the Supervisor on call or their designee.
6. Standby personnel will have phones/2 way radio provided by the District.
7. Standby personnel will have District vehicles while on standby.
8. Standby periods will be as follows:
  - a) Monday through Friday 5:30 p.m. until 7:00 a.m. (with exceptions as noted in item #3 above).
  - b) Saturday, Sunday and Holiday 7:00 a.m. until 7:00 a.m.
9. Pay for standby shall be twenty-five dollars (\$25.00) for each weekday and thirty-seven dollars and 50/100 (\$37.50) for each weekend and/or holiday day.
10. Minimum guarantee pay for each call back shall be two (2) hours. Pay for the two (2) hour period and any other callback time will be at the rate of time and one half (1.5) in cash or compensatory time off consistent with the provisions of the Memorandum of Understanding. Call back shall commence from the time the employee is called back to work until the employee completes the work.

## **APPENDIX G**

### **Procedure for Mechanic On-Call/Standby Time**

- **Assignment Procedure:** Work is assigned (volunteer or assigned) as follows:
  - Weekdays\* will be assigned as needed according to seniority.
  - Saturdays\*\* will be split and assigned following an “A, B” schedule. “A” shift will be 6am - 12pm. “B” shift will be 12pm - 6pm with special consideration to Saturday trips such as band and track and field (see note below).
- **Eligibility:** Employees must be available to respond to the shop within forty-five (45) minutes of a call.
- **Flex Time:** In the event a mechanic is called out past 9pm on a weeknight or Sunday evening (Sunday - Thursday), they will be given the option to move their start time forward for the next day by 2.5 hours. If this option is exercised, they are to alert Management via email.
- **Compensation:** -
  - Weekday is \$50/day.
  - Weekend/Holiday \$75/day.
  - When called out for repair, they get paid at their hourly rate for a minimum of 2.5 hours.
  - All time is to be noted on a supplemental time card.

\*Weekday assignments

During football season (end of August - early November) we will need an on-call shift covered every Friday.

\*\*Saturday assignments are needed throughout the year. Saturday trips are all-day events that may start as early as 7am and end as late as 8pm

## **APPENDIX H**

Upon ratification the District will create a classification with the title Child Nutrition Assistant Lead and place the classification into pay range 59 on the Fremont Unified School District salary schedule for SEIU 1021 bargaining unit members. Incumbent bargaining unit members in the Child Nutrition Assistant 2 classification receiving lead pay at the middle schools will be placed on the salary range 59 in lieu of lead pay at their current step and retain their anniversary date retroactive to July 1, 2024 as Child Nutrition Assistant Lead and in accordance with Article 8.18 section 8.18.1 of this Agreement.

**AGREEMENT**  
*between*  
**FREMONT UNIFIED SCHOOL DISTRICT**  
*and*  
**SERVICECE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1021**

July 1, 2024 – June 30, 2027

Ratified by SEIU 1021 Classified Employees on March 13, 2025

Approved by the FUSD Board of Education on March 26

**SEIU Representatives:**

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Michele Hartmangruber, Chapter President

Signed by: Todd Blythe 6/24/2025  
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Todd Blythe, Chapter Vice President

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Kimberly Noble, Chapter Secretary

Signed by: Mike Estacio 6/24/2025  
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Mike Estacio, Chapter Treasurer

Signed by: Joey Pledger 7/2/2025  
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Joey Pledger, Chief Steward

Signed by: Jacob Carlson 7/3/2025  
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Signed by: Cindy Uliana 7/3/2025  
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Cindy Uliana

Signed by: Steve Vandebusch 7/3/2025  
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Steve Vandebusch

Signed by: Matt Kennedy 7/7/2025  
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Matt Kennedy, Field Representative SEIU 1021

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David Canham, Exec. Director SEIU 1021

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Nely Obligation, Deputy Director of Advocacy and Internal Organizing SEIU 1021

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Trudy Parker, Director, Classified HR