CONTRACT AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION

(SEIU LOCAL 1021)

AND

THE GEYSERVILLE UNIFIED SCHOOL DISTRICT

Spring 2014 to June 30, 2017

Revised July 2015

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AGREEMENT

This Agreement is entered into between the Geyserville Unified School District, hereinafter referred to as District, and the Service Employees International Union (SEIU) Local 1021, hereinafter referred to as SEIU or Union.

PREAMBLE

It is the purpose of this Agreement to provide equitable and peaceful adjustments of differences which may arise, and to establish wages, hours, and others conditions of employment within the scope of representation.

ARTICLE I
RECOGNITION

The District recognizes SEIU as the Exclusive Representative of the Classified Employees Unit as certified by PERB: all classified employees, excluding Management, supervisory, and confidential employees.

The District agrees to meet and negotiate with the Union to establish appropriate salary ranges for all newly-created job classifications within the Classified unit.

ARTICLE II
EMPLOYEE RIGHTS

A. Personnel Records:

1. The District shall maintain a personnel file for each employee.

2. An employee shall have the right at any reasonable time during normal business hours to examine or obtain copies, at his/her own expense, of any material from the employee's personnel file. The employee shall review the file in the presence of the superintendent or his/her designee. An employee wishing to prepare a written response to materials contained in or to be contained in his/her personnel file shall be given an opportunity during non-duty time to do so. The response shall be attached to and shall remain attached to such material. An employee may authorize in writing that his/her SEIU representative shall be given access to the employee's personnel file.

3. All personnel files shall be kept in confidence. Management personnel may review personnel files when they have a valid "need to know". All personnel files will be reviewed in the office unless otherwise approved in writing through the superintendent. Any person who has accessed personnel file or other than routine file maintenance shall sign and date the space provided in the file.

4. A person who places written material or who drafted written material for placement in an employee's personnel file shall sign the material and indicate the date on which such material was drafted. Any written material placed in an employee's file shall indicate the date placed in the file; file shall indicate the date placed in the file; anonymous documents, letters, or other materials shall not be filed. Other than a response to derogatory written materials, any request by an employee to place written materials in his/her file must be approved by the superintendent.

5. An employee shall be provided with a copy of any derogatory written material before it is placed in his/her personnel file. At the employee's or supervisor's request, a meeting shall be held to discuss the written derogatory material.

6. By mutual agreement of the parties, written materials contained in an employee's personnel file may be removed and sealed. The custodian of the records may only re-open sealed personnel materials if requested by the affected employee, in a response to a lawful subpoena, or by the District if needed in its legal defense against a claim made by the affected employee.

ARTICLE III
UNION RIGHTS

A. **Exclusive Right To Represent:** The Union and its authorized representatives have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation.

B. **Employee Contact:** Except as provided elsewhere in the Agreement, any Field Representative authorized by the Union shall have the right to contact individual bargaining unit employees during non-duty hours, on matters of union business. The site supervisor/administrator shall be notified of the Field Representative's presence prior to contacting bargaining unit members.

C. **Communications:** The Union shall have the use of District bulletin boards to communicate with represented employees. The Union shall have the use of the District mail system.

D. **Job Stewards:**

1. **Purpose:** The District recognizes the need, and affirms the right of the Union to designate job stewards from among employees in the bargaining unit. It is agreed that the Union in appointing such stewards does so for the purpose of promoting an effective relationship between the District and its employees by helping to resolve problems at the lowest level of supervision.

2. The Union may designate up to two job stewards (one at each site) from among its members in the bargaining unit to process grievances pertaining to this Agreement. The Union shall provide the District with a list of the job stewards and the employee grouping that each steward represents.

3. The job steward will receive a reasonable amount of release time not to exceed one hour for the processing of each grievance. In the case of a grievance, the job steward shall be permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve a settlement in accordance with the grievance procedure.

4. A job steward shall be granted release time with pay to accompany an OSHA representative conducting an on-site walk-around and safety inspection of any area, department, division or other sub-division for which the job steward is responsible.

E. **Staff Assistance:** The job steward shall at any time in the discharge of their duties have the right to seek and obtain assistance from Union staff personnel during non-duty hours.

F. **Release Time:** Two bargaining unit employees shall be allowed to attend negotiating sessions between the District and the Union. If such sessions are held during normal work hours, the two employees shall receive their regular compensation.

Up to twenty (20) hours per fiscal year of paid release time will be granted to bargaining unit members for training provided by the Union. Reasonable advance notice of at least fourteen (14) calendar days will be provided by the employee or the Union.

G. The Union shall have the right to make use of District buildings and facilities at reasonable times after completing the District Use of Facilities form.

H. The District shall provide a copy of the current contract agreement to new employees within ten (10) days of their hire date.

ARTICLE IV
MANAGEMENT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the right to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move and/or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any emergency matter.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by state, federal and local law, by the express terms of this Agreement, and by what is reasonably implied by this Agreement.

C. The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

D. The Board of Trustees retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

"Emergency" as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the District pursuant to this Agreement.

ARTICLE V
ORGANIZATIONAL SECURITY

A. **Exclusive Right:** The District agrees that SEIU shall have the sole and exclusive right to have union dues and assessments deducted from the pay of those employees who have authorized that such deductions be made.

B. **Dues Deduction:** The District agrees to deduct all union dues, insurance premiums, service fees, and assessments from those employees who authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Union or its designee, with an alphabetical list of employees from whom deducted. The list shall include employee name, employee status, date of hire, and salary information.

C. **Maintenance of Membership:** All SEIU members in the Non-supervisory Classified Bargaining Unit shall be placed on payroll deduction immediately upon ratification of this Agreement except as noted in Section D. Union members can change from union member to service fee payer at the end of the term of this Agreement or within 30 days thereafter by providing a 30-day notice to the union with a copy to the District. They will lose all rights and benefits of membership in the union but will remain a represented classified employee and part of the unit.

D. **Agency Shop – Service Fee:** As a condition of employment, all represented employees must be members or service fee payers of the union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this amendment or within 45 days of beginning work, whichever is later, the District shall enroll the employee as a service fee payer automatically and by default. The District shall deduct the service fee from the employee's paycheck.

The District shall not be liable to the union by reason of the requirements of this Article for deductions or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the union shall indemnify and hold the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance of any list, notice, certification or authorization furnished under this Article.

Exception: The employee may execute a written declaration (provided on the Union Application Form) that the employee is a member of a bonafide religion body or sect which has historically held a conscientious objection to the joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the fair share service fee to one of the negotiate non-religious, non-labor charitable funds as listed below, that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(1) A public school program of the employee's choice

(2) Sonoma County Child Abuse Council

(3) United Way for the North Bay

ARTICLE VI
SALARY

A. **Salary Schedule:** For 2007-08 the salary schedule shall be increased by 3% effective July 1, 2007.

B. The salary schedule shall have Steps 1-26. Step 11 is available after 10 years of service to the District; Step 16 is available after 15 years of service to the District; Step 21 is available after 20 years of service to the District; and Step 26 is available after 25 years of service to the District.

C. **Working Out-of-Class**: Upon written designation by the District Superintendent authorizing an employee to work out-of-class, salary adjustments will be made in accordance with Education Code section 45110.

D. **Pay Upon Promotion**: An employee who is promoted to a new position shall be placed at Step 1 (one) of the new range or the step resulting in a 5% increase, whichever is higher.

E. Employees must be in paid status for 75% of the days of the work year for his/her classification to be granted credit for completion of one year of service for the purpose of advancement on the salary schedule.

F. Effective July 1, 2010, the Full Inclusion Assistant position shall be paid at the C-9 level.

G. For the 2012-13 school year:

Each full time unit member shall receive 2.5% off schedule payment. This amount shall be based on their regular annual salary aid in the 2012-13 year and shall be subject to PERS.

H. For the 2013-14 school year:

Effective July 1, 2013 the salary schedule shall be increased by 2.5%

There will be no furlough days in 2013-14.

I. Effective July 1, 2014, the salary schedule shall be increased by 3%.

J. Effective July 1, 2015, the salary schedule shall be increased by 3%.

ARTICLE VII
BENEFITS

A. District's Contributions:

1. **Active Full-time Employees:** Effective July 1, 2013, the District will contribute the following amounts on a monthly basis toward health, dental, *vision* and life insurance premiums for full-time bargaining unit members and their eligible dependents.

$406.91 Employee Only
$726.35 Employee + 1
$950.73 Employee + 2 or more

1.1 Effective July 1, 2013, the amounts specified in Section 1 shall be increased each fiscal year by applying the statutory COLA.

1.2 In order to insure equal treatment of employees, the District will change the way it determines how insurance caps apply to individual employees. Beginning July 1, 2007, the cap applied to an individual employee shall be determined strictly by the number of family members that employee would be eligible to cover, instead of the number actually covered.

This language is declarative of the practice applied by the District since July 1, 2007.

2. **Active Part-time Employees:** Effective July 1, 2006, active part-time employees who are normally scheduled to work at least twenty (20) hours per week are eligible to participate in the health, dental, life and vision plans. The District's contribution for health, vision, life and dental plans will be prorated on the basis of annual (12 month) hours regularly scheduled to work. Notwithstanding the above, and based on an agreement several years prior, two individuals, Joyce Villarreal and Michele Love are eligible for the maximum District contribution regardless of their part time status.
3. **Retired Employees:** An employee who retired with at least fifteen (15) years of service to the District will be allowed, with carrier approval, to participate in any of the health plans offered by the District to active employees. Each retired employee who wishes to participate in a health plan must send the cost of the premium to the District Office by the 5th of each month.

B. Health Plans: Health insurance coverage will be available to mutually selected plans.

C. Vision Plan: The District shall provide, as part of its benefits contribution, vision care through Vision Service Plan, with an applicable deductible for employee and dependents. Eligibility for vision coverage requires the employee's participation in one of the District's group health insurance programs.

D. Benefits Upon Returning From Leave: If an employee elects to discontinue a benefit

during a leave, at the end of the leave the employee may be entitled to reinstate the benefit at the same level as they were participating prior to the leave if the leave and return are considered a qualifying event by the carrier.

ARTICLE VIII
HOURS AND OVERTIME

A. Employees covered by this Agreement shall be paid for all required hours worked in accordance with all other provisions of the Agreement and in accordance with the Fair Labor Standards Act (FLSA), including, but not limited to, regularly scheduled work time, extended days, faculty meetings, field trips, in-service training, open house, and back-to-school nights.

B. **Normal Work Week and Work Day:**

1. **Full-time Work:** All full-time employees within the bargaining unit shall have a regular work week of forty (40) hours, Monday through Friday. The normal work day for full-time employees shall be eight hours of work commencing with the start of the work shift. A ten-hour-a-day, forty-hour per week schedule may be established pursuant to Education Code 45132.

2. **Part-time Work:** Part-time employees shall have regular work week of less than forty (40) hours within a five (5) day period, Monday through Friday. The specific scheduling of classroom assignments of part-time employees, within their assigned time, shall be subject to adjustment at the discretion of the administrator or classified manager, and in accordance with other provisions of this Agreement.

3. **Overtime:**

   a. All hours worked in excess of forty (40) hours in a week, eight (8) hours in a work day, or on an employee's regularly scheduled day off or holiday as defined by this Agreement shall be considered "Overtime" and shall be compensated at a rate one and one-half times the employee's regular rate of pay. "Hours worked" shall include all hours in pay status. All overtime except in emergency situations must have prior written approval from the employee's supervisor. A copy of the approval shall serve as a statement of accrual for the employee.

   b. An employee assigned to overtime is entitled to compensation in cash or in compensatory time off as determined by the district of up to eighty (80) hours of compensatory time off. Any hours in excess of eighty (80) hours of compensatory time off shall be paid off in cash. Compensatory time off shall be taken at a mutually-agreeable time within six (6) months of the fiscal year in which is earned. No employee shall be deprived of any earned compensatory time off as a result of the operation of this section.

C. **Meals and Rest Periods:**

1. **Meal Periods:** Full-time employees shall be entitled to a duty-free meal period during

each work shift. Such meal breaks shall not be less than thirty (30) minutes, nor more than ninety (90) minutes, and shall be at or near the midpoint of the work shift. The duty-free lunch break is one in which the employee is able to leave his/her work site and be free of all work.

In the event that the District plans to implement a meal period longer than ninety (90) minutes, the District and the Union agree to meet and confer regarding a split shift differential.

3. **Rest Breaks:** All bargaining unit employees shall be entitled to at least one rest break of at least fifteen (15) minutes for each four (4) hours worked, or major portion thereof (two hours per day or more). Such rest breaks shall be considered timed worked.

D. Callback: Employees who are called back to work by the District after having completed a normal work shift shall be entitled to a minimum of one (1) hour at the overtime rate, provided that the emergency call back is not related to the employee's neglect of duty. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's place of residence.

E. Starting Time: An employee's supervisor may make a permanent change in the employee's daily starting time of up to one hour, relative to the current practice as of the ratification of this agreement. Should a one-hour change in an employee's daily starting time be insufficient to meet the needs of the District, the District may re-open negotiations on this matter at anytime after January 1, 1991.

This section shall not apply to employees working in more than one job classification. Such employees' daily starting times shall be determined based on the operational needs of the District.

ARTICLE IX
HOLIDAYS

A. Scheduled Holidays: The District agrees to provide all employees with the following paid holidays:

New Year's	January 1
Martin Luther King Day	third Monday in January
Lincoln Birthday	As determined in master calendar
Washington Day	As determined in master calendar
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	Floating holiday
Veteran's Day	As determined in master calendar
Thanksgiving Day	The day proclaimed by the President
Day after Thanksgiving	Board holiday
Christmas Day	December 25

B. Additional Holidays: Every day declared by the President or Governor of this state, as provided in subdivisions (b) and (c) of Section 37220 of the Education Code, for a public fast, thanksgiving, or holiday, or any day declared a holiday under Education Code Section 37222 shall be a paid holiday for unit members.

C. Holidays on Saturday or Sunday:

1. When a holiday falls on a Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
2. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.
3. Classified positions which require and permit the employees to work only on weekends and holidays shall be paid for holidays in accordance with Education Code 45026.

D. Holiday Eligibility: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees who are not normally assigned to duty during the school holidays, December 25, and January1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

ARTICLE X

VACATION

A. Accrual Rate:

1. Until an employee's fifth anniversary, vacation shall be accrued at 10 days per year.
2. Between the fifth and tenth anniversary, vacation shall be accrued at 15 days per year.
3. Beginning with the employee's tenth anniversary and thereafter, vacation shall be accrued at 20 days per year.

   Employees must be in paid status for 75% of the days of the work year for his/her classification to be granted credit for the completion of one year of service for the purpose of vacation accrual.

B. <u>Vacation Usage and Accrual</u>

1. Because the use of vacation time is intended to benefit the health and welfare of employees, all eleven and twelve month employees shall use in each fiscal year, at least one-half of the vacation days that they accrue on an annual basis.
2. Carryover of unused, accrued vacation days from one fiscal year to another is limited to 15 days. Any days beyond this limit shall be cashed out at the prior fiscal year rate.
3. Annual vacation is allocated as of the beginning (July 1) of each fiscal year. However, if the employee leaves employment prior to completion of a full fiscal year, vacation entitlement shall be prorated to match the actual months of employment. In the event that the employee has used all vacation beyond what they actually earned, deductions shall be made in the last paycheck.

ARTICLE XI
LEAVES

A. Sick Leave:

1. Sick Leave Accrual:

a. At the beginning of each fiscal year, each full-time employee working five days a week shall be credited with one day of sick leave for each month the employee is scheduled to work in the fiscal year.

b. Part-time employees shall be credited with sick leave pro rata based on the number of hours per day, days per week and months per year the employee is regularly scheduled to work.

c. If an employee's schedule is changed, the employee's sick leave balance shall be adjusted accordingly.

d. Unused sick leave shall be cumulative and may be carried over from one year to another.

e. For purposes of sick leave accrual, bargaining unit members shall be considered to be employees of the District through June 15 of each year.

2. Sick Leave Usage: Sick leave credits may be used during the absence of an employee by reason of incapacity, due to illness or injury of the employee.

When an employee is absent from work due to illness or accident for a period of five months or less, inclusive of accrued sick leave in (1) above, the amount deducted from the employee's regular salary in any month in which the absence occurs shall not exceed the amount actually paid a substitute employed to fill in during the employee's absence.

3. Sick Leave Conservation Incentive - each unit member who uses less than one half of their number of sick leave days per year (July 1 to Jun 30) shall receive a sick leave conservation incentive of one (1) additional vacation day to be used (or included as additional vacation pay) in the following school year. A unit member who uses none of their full number of sick leave days per year (July 1 to June 30) shall receive a sick leave conservation incentive of two (2) additional vacation days to be used (or included as additional vacation pay) in the following school year.

The District will discuss on a case-by-case basis retirement incentives which are of mutual benefit to the District and the unit member.

4. Personal Leave:

a. An employee can designate as a personal day two (2) days per school year from his/her accumulated sick leave. Neither a reason for the day nor proof of its use shall be required, except that in no case shall an employee use a personal leave day for work stoppage or slowdown or any other concerted activity.

b. The date must be requested in accordance with regular procedures for being absent. The employee shall check with the supervisor prior to the use of the personal leave day to ascertain that no unique or special activity is planned which the employee should not miss.

5. **Personal Necessity Leave:**

   a. Each employee shall be entitled to use seven (7) days of accumulated personal illness and injury leave during the school year in case of personal necessity.

   b. Employees shall adhere to District adopted rules and regulations that prescribe the manner of proof of personal necessity for purposes of this section.

   c. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

      1. Death or serious illness of a member of his/her immediate family.
      2. Accident or natural disaster involving his/her person or property or a member of his/her immediate family.

   d. Prior approval for Personal Necessity Leave shall be granted for any personal business or activity of such nature that the employee could not reasonably be expected to attend to it outside of regular working hours.

6. **Bereavement Leave:** An employee shall receive necessary leave of absence with full pay, not to exceed three (3) days or five (5) days if travel over 200 miles is required, in the event of the death of a spouse, child, parent, son-in-law, daughter-in-law, sibling, grandparent, or grandchild of the employee or the spouse of the employee; or any relative living in the immediate household of the employee; or anyone who over a period of time has held the place of such a family member with the approval of the employee's supervisor.

7. **Jury Duty/Witness Leave:**

   a. Any bargaining unit employee may be absent from duty to serve on a jury without loss of pay. Any amount paid to the employee for such jury duty shall become due and payable to the District, except that an employee may retain any sum received for travel expenses.

   b. Bargaining unit employees may be absent from duty without loss of pay to appear as a witness in court if subpoenaed and if not a litigant; or if appearing as a witness for the District. Any amount paid to the employee as a witness fee shall become due and payable to the District, except that an employee may retain any sum received for travel.

8. **Leave Without Pay:**

   a. A leave of absence without pay may be granted upon the written request of the employee and the approval of the Board, subject to terms and conditions acceptable

to the employee and the District. The terms and conditions shall be written and signed by the parties; a copy of which shall be sent to the Union.

b. The granting of a leave of absence to an employee gives the employee the right to return to his or her classification at the expiration of his/her leave of absence.

c. Requests for leave of absence without pay shall not be arbitrarily denied; and, upon request, written reasons for denial shall be provided. Each request shall be considered on its individual merits and in its individual circumstances, and the granting or denial of a request to another.

d. An employee may make a written request to return to work prior to the expiration of leave of absence. The Board may approve or deny such a request.

e. An employee's failure to return to work within ten (10) days of the expiration of the leave of absence may subject the employee to termination. Such a termination may be appealed like any other termination for cause.

f. If an employee cannot be placed in a vacant position at the expiration of his/her leave of absence, the employee shall have bumping rights and re-employment rights as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.

g. An employee who is on leave without pay shall be entitled to continue any or all of the insurance benefits provided for by this Agreement at his/her own expense.

9. Industrial Accident or Illness Leave: Pursuant to the provisions of Education Code section 45192 and the regulation of the RESIG Workers' Compensation Fund, a classified employee shall be provided leave of absence for industrial accident or illness according to the following rules and regulations:

a. Employees shall be allowed up to sixty (60) working days paid leave in any year for any accident or illness.

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

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

d. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workman's Compensation laws of this state, exceed the normal wage for the day.

e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless on any award made under Workman's Compensation.

f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the accident or illness

occurred, for the same illness or injury.

g. When industrial accident or illness leave has been exhausted and the employee is still unable to return to work, the employee may elect to use any accrued sick leave. Accumulated illness leave shall be reduced only by the amount necessary to provide normal wages when added to compensation without penalties from the RESIG Workers' Compensation Fund.

h. After all paid sick leave has been exhausted following a paid industrial accident or illness leave, an employee may choose to receive pay from accrued vacation, earned compensatory time off, or any other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalty from the RESIG Workers' Compensation Fund. Compensatory and vacation time shall be converted to cash at the employee's current rate of pay.

i. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. After the expiration of all paid leave benefits, the Board may place the employee on an industrial accident leave without pay until the employee is able to return to work.

When all available leaves of absence, paid and unpaid, have been exhausted, and if the employee is not medially able to resume the duties of his/her position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (39) month period, the person shall be employed in a newly-created or vacated position in the class in which the person had been assigned prior to his/her illness or injury over all other candidates except for a re-employment list established for lack of work or lack of funds, in which case the person shall be listed according to seniority provisions.

j. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon being hired.

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

10. Family Leave: An employee shall be allowed to take up to twelve (12) weeks Family Care Leave in accordance with Government Code sections 12945.2 and 19703.3.

a. Medical Plans: An employee who is on leave without pay, who has elected not to continue medical benefits while on leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay subject to carrier approval.

b. Dental Plan: Eligible employees on leave of absence may continue to be provided benefits provided continued premium charges are paid. Employees allowed to take

up to twelve (12) weeks Family Care Leave in accordance with Government Code sections 12945.2 and 19703.3 and who elect not to pay premiums during such leave shall be permitted to return to dental benefits at the conclusion of the leave without penalty upon submittal of an enrollment form to the Dental Plan carrier.

ARTICLE XII
EVALUATIONS

A. Performance Evaluations:

1. The District and the Union agree that the purpose of employee performance evaluations is to give the employee both positive feedback and constructive criticism, and to advise the employee as to whether or not standards for the employee's job classification are being met.
2. The evaluation shall be in writing, shall be reviewed with the employee, and a copy shall be provided to the employee. The employee shall have the opportunity to respond in writing and to have such response attached to the evaluation.
3. Evaluations shall include narrative remarks to support the overall rating.
4. Grievances regarding this article shall be limited to procedural violations and substantive factual errors.
5. The form used for all evaluations is listed in this document as Appendix B.
6. The employee may submit items which document performance, including information from other persons knowledgeable about the employee's performance.

B. Complaints: Upon receipt of a complaint about an employee, the administrator shall attempt to resolve the matter in an informal manner. Prior to making any final decision about the validity of the complaint, the administrator will offer the employee an opportunity to respond to the complaint. If the complaint is not resolved informally, the complaint must be put in writing and signed by the complainant. A copy of the complaint shall be given to the employee with an opportunity to respond orally and/or in writing.

The employee must be informed of the complaint within five (5) working days of the filing of the complaint and afforded an opportunity to respond, or the complaint may not be referenced or used in the evaluation process. Complaints determined to be unfounded will not be used, nor referenced, in the evaluation process.

C. Evaluation Schedule: Each probationary employee shall be evaluated at the end of the third and fifth months.

Each permanent employee with less than five years of service to the District shall be evaluated annually by his/he immediate supervisor with the final written evaluation form completed a minimum of thirty (30) days prior to the end of the school year.

Each permanent employee with five years or more of satisfactory service to the District shall be evaluated every other year by his/her immediate supervisor with the final written Evaluation form completed a minimum of thirty (30) days prior to the end of the school year.

ARTICLE XIII
EMPLOYMENT PROVISIONS

A. **Probationary Period:** Each employee newly hired by the District will serve a six month probationary period before becoming a permanent employee. An employee may be released during his/her probationary period at the discretion of the District. An employee released during his/her probationary period is not entitled to a hearing before the Board.

B. **Promotions:**

1. A promotion is a movement to a job classification within the bargaining unit which is compensated at a higher rate.
2. The District shall post an announcement of any vacated or newly-allocated bargaining unit position. Such posting shall be in all District facilities and shall be sufficiently in advance of the final filing date to provide a reasonable period in which qualified employees may apply.
3. The District shall consider the operational and educational needs of the District in filling positions. District employees shall be given due consideration for promotional opportunities.
4. A permanent employee who is promoted into a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six (6) months. Should the employee not successfully complete the probationary period he/she shall return to his/her previous classification.

C. **Layoff:**

1. **Layoff Defined:** Layoff of classified employees may occur at the discretion of the District any time that the Board of Trustees determines that the District has insufficient funds to maintain a given level of service or that the District no longer needs to have the service provided. Any reduction in assigned time shall be treated as a layoff. The Union and District agree to meet and confer in an effort to foster complete understanding of the situation and to jointly explore alternatives.
2. **Notice of Layoff:** Notice of layoff related to lack of funds or lack of work shall be provided to the employee sixty (60) days prior to the effective date of the layoff. The District shall concurrently provide the Union with copies of the layoff notices.
3. **Order of Layoff:** Employees shall be laid off according to the inverse order of length of service within a class, plus higher classes. For the purpose of this section, class shall mean a position in the classified service with a designated title, a regular minimum number of assigned hours per day, hours per week, and month per year.

   An employee with the same employment date as another employee but who has worked more hours shall outrank the employee who has worked fewer hours.

   When two (2) or more employees in the classification have the same employment date

or promotion date in the same classification and have worked the same number of hours, a lottery system will be held to determine the seniority rankings.

4. **Seniority:** Each employee shall have his/her seniority determined by date of hire into a classification, with the following allowance for service in a higher classification: Length of service in a higher classification shall count towards an employee's seniority in a lower classification.

5. **Re-Employment Rights:**

   a. Employees laid off because of lack of work or lack of funds shall be eligible to re-employment for a period of thirty-nine months and shall be re-employed in order of seniority in preference to new applicants.

   b. Any employees who have been laid off or reduced in hours shall be notified in writing by the District of any vacancies in their previous class. Such notice shall be sent by certified mail to the last address given the District by the employee.

   c. Employees shall have ten (10) days to respond to the offer of employment. Employees who do not respond or decline the offer of employment shall be deemed to have waived their rights to re-employment and shall be removed from the re-employment list.

   d. Any employee whose position is eliminated shall be entitled to use any personal necessity leave to seek other employment.

D. Transfer Procedures:

1. **Definitions:**

   Transfer: A "transfer" is defined as a voluntary (employee initiated) or involuntary (District initiated) change in a unit member's work assignment (location), which does not involve a change in classification or job title.

   Job Site: Job site is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties throughout the District.

   Salary Upon Transfer: In case of the transfer of an employee from one position to another, the employee shall continue to be compensated at the same step of the range until such time as the employee is entitled to the next higher step of the range as provided elsewhere in this Agreement. The anniversary date of an employee who is transferred shall not be changed as a result of such transfer.

   Transfer During Leave: Employees on leave are subject to reassignment and transfer on the same basis as other unit members. In the absence of such action, at the end of the leave the employee returns to his/her former position and assignment.

2. **Impact on Sequence of Layoff:** Transfers shall not be used as a device to alter the sequence of an impending layoff.

3. **Assignment:** At the beginning of each school year, employees will be informed of their assignments no later than seven (7) calendar days before their first work day.

   The District shall post an announcement of any vacated or newly-allocated bargaining unit position. Such posting shall be in all District facilities and shall be sufficiently in advance of the final filling date to provide a reasonable period in which qualified employees may apply. The District will give serious consideration to the requests of employees for a specific assignment. The District shall consider the following in making transfers: the operational and educational needs of the District, qualifications of the employee(s), preferences of the employee(s), and classification seniority. All other things being equal, requests for transfer into an existing vacancy, or vacancies, will be granted based on seniority.

4. **Voluntary Transfer:** An employee interested in a transfer should file a written notice with the Superintendent and his/her immediate supervisor. Such written requests will be kept on file for a minimum of one (1) year, or until the transfer has been granted. A request for transfer may be renewed by submitting another written request once the previous request has expired.

5. **Involuntary Transfers:** Involuntary transfers shall be based on business and/or educational needs and shall not be arbitrary or capricious. After the school year begins each employee who is involuntarily transferred shall, except in unusual circumstances receive at least ten (10) working days advanced written notice. Notice shall also be provided to the Union. In the event that ten (10) days notice is not provided, the District will provide a written explanation to the individual and the Union.

   Prior to implementing an involuntary transfer, the District shall, meet with the employee and the union to discuss the proposed transfer and possible alternatives. In addition any employee being involuntarily transferred may file a written appeal to the Board. Such appeals must be in writing, and must be submitted to the President of the Board within ten (10) working days of the transfer notice. The decision of the Board shall be final.

6. **Transfer Rights:** An employee who is transferred shall retain credit for all previous service in his/her job class. A transfer shall not change the employee's accumulated sick leave, accumulated vacation leave, or in any other manner reflect adversely upon his/her rights as provided by law and this Agreement.

7. **Duties Adjustment/Reassignment:** When an employee suffers a job-related illness or injury, the District agrees to comply with the provisions of the Americans with Disabilities Act, and all other federal, state, and local regulations and laws. The District agrees to accommodate the reasonable needs of a disabled employee where an accommodation can be made without incurring undue hardship. Undue hardship determinations will be based on the cost to the District and the difficulty of making the accommodation.

8. **Position Descriptions:**

   a. There will be an official written District job description for each position employed by the District.

      The official job description will include the official class title, a listing of the typical duties performed, the type of supervision received, the minimum and/or desirable qualifications, and any other special requirement such as licenses or certificates.

   b. Any substantial ongoing change in the duties assigned to a position will be promptly reported to the Union. Within thirty (30) days the District and the Union will meet and confer on the job description for the purpose of agreeing on a new accurate job description and determining the appropriate compensation level.

9. **Resignation:**

   a. When submitting a voluntary resignation, the employee shall specify the effective date on the resignation. Two (2) weeks written notice is required unless otherwise approved by the District.

   b. Upon receipt of a resignation notice, the District's contributions to the premium for fringe benefits will cease the last day of the month in which the resignation is effective.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definitions: A "grievance" is an allegation by an employee or group of employees covered by the terms of this Agreement, or the Union acting on behalf of such an employee or group of employees, that the employee or group of employees has been adversely affected by a violation of the specific terms of this Agreement.

B. Steps of Grievance: There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. **Level I:** An employee's grievance must be submitted orally to the grievant's immediate supervisor within ten (10) working days after the grievant knew or reasonably should have known of the events giving rise to the grievance. The immediate supervisor will give his/her answer, either orally or in writing, to the employee by the end of the tenth (10^{th}) day following the presentation of the grievance and the giving of such answer will terminate Level I.

2. **Level II:** If the grievance is not settled at Level I, the grievance will be set forth in writing by the grievant and shall include the following:

   a. A full statement of the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated;

   b. A statement as to the remedy or relief requested by the grievant;

   c. As an attachment, any documents in the possession of the grievant which are relevant to the disposition of the grievance;

   d. An identification of all witnesses whom the grievant believes have information relevant to the grievance claim;

   e. Signature of the grievant and date signed.

   This written grievance will be presented to his/her immediate supervisor within ten (10) days after termination of Level I.

   A meeting with the employee and the immediate supervisor will be arranged by that supervisor to review and discuss the grievance. Such meeting will take place within five (5) days from the date the written grievance is received by the immediate supervisor. The immediate supervisor may invite other members of management or management representatives to be present at such meeting.

   The immediate supervisor will give a written reply to the grievant by the end of the fifth (5^{th}) day following the date of the meeting, and the giving of such reply will terminate Level II.

3. **Level III:** If the grievance is not settled at Level II, the grievant may file a written appeal with the Superintendent or his designee. The appeal shall be accompanied by all

written statements submitted in Level II, the decision rendered in such step, and shall contain a written statement indicating reasons for his/her appeal.

This appeal will be presented to the Superintendent or his designee within ten (10) days after the termination of Level II and a meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) days from the date the grievance is received by the Superintendent or his designee. The Superintendent or his designee may invite other members of management or management representatives to be present at such meeting.

A decision shall be rendered by the Superintendent or his designee within five (5) days from the date of such meeting, and the rendering of such decision will terminate Level III.

4. **Level IV:** If the grievance is not resolved at Level III, either party may request the services of a mediator from State Conciliation and Mediation Services for assistance in resolving the grievance at the lowest possible level. If a mediator is not available within thirty (30) calendar days the grievant may move the grievance to the next level. This thirty (30) calendar day period may be extended by mutual written agreement of the parties.

5. **Level V:** In the event the grievant is not satisfied with the results of the mediation process at Level IV, the grievant may within ten (10) days of the conclusion of mediation, request in writing that SEIU 1021 submit the grievance to an arbitrator. SEIU 1021, by written notice to the Superintendent within fifteen (15) days after receipt of the grievant's request, may submit the grievance to an arbitrator.

6. **Arbitration:** The parties shall select a mutually agreeable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of SEIU's submission of the grievance to arbitration, the parties shall mutually request a list of five (5) arbitrators from the California Conciliation Service. The arbitrator shall be selected from the list by the parties alternately striking names, with the first strike determined by chance.

   If a claim is made as to the arbitrability of a grievance as a result of an alleged violation of the Article, such claim shall be ruled on first by the arbitrator.

   The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in each other's presence, and upon arguments presented in briefs. The arbitrator shall have no power to alter or amend any of the terms of this Agreement, but shall determine only whether there has been a violation of the express terms of this Agreement in the respect alleged by the grievant.
   The Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the state of California. The function and purpose of the arbitrator is to determine disputed application and interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application and interpretation of the Agreement depends.

The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law or violative of this Agreement. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator shall be submitted to the District and SEIU and shall be final and binding upon them.

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs shall be borne only by the party incurring that cost.

7. **General Provisions:**

   a. If a grievance is not processed by the employee in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step. However, the time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt to adjust the limit problems which occur as a result of the summer recess.

   b. When circumstances warrant and by mutual agreement of the District and the Union, a grievance may be filed at the advanced step.

   c. The filing or pendency of grievances shall not delay or interfere with implementation of any District action during the processing thereof.

   d. The grievant and/or his/her representative shall be provided release time without loss of compensation for the purpose of grievance conferences or hearings.

   e. In order to encourage a professional and harmonious disposition of an individual's grievance, it is agreed that from the time a grievance is filed until the conclusion of all grievance proceedings, neither the grievant nor the Union nor the District shall make public either the grievance or evidence regarding the grievance.

   f. The District records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Access to grievant's files shall be limited to the grievant and District personnel and representatives who have a legitimate need to have such access.

   No reprisals of any kind shall be taken by the Superintendent or any member or representative of the administration or the Board of Trustees against the grievant or any representative of the grievant by reason of his/her bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Union or any members of the Union against either the grievant, the District, or any District employee in the grievance procedure by reason of such participation or decision.

ARTICLE XV

DISCIPLINE

A. **Definition:** A personnel action which results in the dismissal, demotion, or suspension of a bargaining unit member for one or more of the following (D.) enumerated causes.

B. **Recommendation for Disciplinary Action:** A recommendation for suspension, demotion, or dismissal may originate with the principal of a school or a supervisor. Such recommendation shall be in writing to the Superintendent.

C. **Evaluation of Recommendation:**

1. The Superintendent shall investigate the charges, and shall recommend such disciplinary action as he/she deems appropriate and provide the employee notification of the proposed action and the employee's opportunity to appeal the proposed discipline pursuant to C.2. below. This action shall be ratified by the Board at the next regular meeting.

2. The notification to the employee shall contain:

   a. A statement in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based; a statement of the cause of the action taken; and, if it is claimed that the employee has violated a policy, rule, or regulation of the District, such policy, rule, or regulation shall be stated in the notice.

   b. A statement that the employee has the right to appeal the decision of the Superintendent and to have a hearing before the governing board on the stated charges. The appeal must be made within five (5) working days after receipt of the written charges, and must be in writing or on the card or paper sent with the notice [see (c.) below]. Appeal can be made only on the following grounds:

      1. That the procedures set forth in this regulation have not been followed; or,
      2. That the action was taken because of political or religious acts or opinions and affiliations, or race, color, national origin or ancestry, sex, age, non-job related physical or mental disability, or marital status; or
      3. That there has been an abuse of discretion; or
      4. That the action taken was not in accord with the facts; or
      5. That the penalty invoked is excessive.

   c. A card or paper, the signing and filing of which shall constitute a demand of a hearing and denial of all charges, provided that it is filed within five (5) working days after receipt of the notice by the employee.

D. **Grounds for Discipline:** Every employee of the District is expected to render service without being impaired or under the influence of alcohol or controlled substances. Compliance with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392, and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991 shall be achieved through the steps outlined in Appendix 1.

Grounds for disciplinary action, including suspension and dismissal are as follows:

1. Incompetency or inefficiency in the performance of the duties of his/her position.
2. Insubordination.
3. Carelessness or negligence in the performance of duty or in the care of District property.
4. Discourteous, offensive, or abusive language or conduct toward another employee, a pupil, or a member of the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job, or reporting for work while intoxicated. (Also see Appendix 1.)
7. Unlawful possession, use, sales or otherwise furnishing, arranging to furnish, or under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety code, an alcoholic beverage or intoxicant of any kind. (Also see Appendix 1.)
8. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board.
9. Arrest for sex offense as defined in Education Code, Section 44010 (suspension), and dismissal if found guilty.
10. Conviction of any crime involving moral turpitude.
11. Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
12. Repeated and unexcused absence or tardiness.
13. Abuse of leave privileges.
14. Falsifying any information supplied to the school district, such as information supplied on application forms, employment records, or other District record.
15. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the state.
16. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
17. Willful or persistent violation of the Education Code or policies or regulations of this District.
18. Any willful failure of good conduct tending to injure the public service.
19. Abandonment of position.
20. Advocacy of overthrow of federal, state, or local government by force, violence, or

other unlawful means.

21. Violation of local, state, or federal law resulting in cancellation of license required for assigned duty.

E. Appeal for Hearing by the Board:

1. Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.
2. The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her defense.
3. All hearings shall be held in closed sessions of the governing board unless the appealing employee requests an open hearing on his/her written appeal.
4. The findings and decision of the governing board on the appeal shall be final and conclusive on all parties.

ARTICLE XVI
SEVERABILITY AND REPLACEMENT

In the event of the suspension or invalidation of any provision, section, or article of this Agreement by operation of law or any tribunal of competent jurisdiction, Union and District agree to meet to negotiate within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such a provision, section, or article. Such a suspension or invalidation shall not suspend or invalidate any remaining portion which shall remain in full force and effect for the term of this Agreement.

ARTICLE XVII
DURATION OF AND PROCEDURES FOR MODIFYING THIS AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2017. Negotiations are closed for 2014-2015 and 2015-16. However, for the 2016-2017 school years, each party shall have reopeners on salary, benefits and two (2) other articles of each party's choice. The Union will present to the District its initial proposals no later than February 1 of the prior school year. The District will sunshine its initial proposal no later than the regular March Board Meeting. For example, for 2016-17, the Union will present its initial proposal no later than February 1, 2016.

ARTICLE XVIII
COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Union on matters within the lawful scope of bargaining. The District shall have no further obligation to meet and negotiate during the term of this Agreement on any subject or matter contained therein.

SIGNATURE PAGE

In witness thereof the parties have caused this Agreement to be signed by their respective representatives and their signatures placed thereon, on the dates noted.

FOR THE GEYSERVILLE UNIFIED SCHOOL DISTRICT

Jim Johnson

8/12/15

Date

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION SEIU LOCAL 1021

Piedad Flores

Piedad Flores

Date

Michelle Love

Date 8/12/15

Maria Peluso, SEIU 1021
Labor Representative

Maria Peluso

Date 8/17/2015

Nely Obligacion, SEIU 1021
Director of North Bay Schools

10/1/15

Date

John Stead-Mendez, SEIU 1021
Executive Director

10/1/15

Date

Appendix 1

CONDUCT OF DRUG AND ALCOHOL TESTS UNDER THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Drug Free Work Place Act and Title 49:

Every employee of the District is expected to render service without being impaired or under the influence of alcohol or controlled substances. Compliance with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392, and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991 shall be achieved through the following.

A. Definitions:

Drugs as defined in this section refer to drugs specifically prohibited by the Department of Transportation, currently cocaine, PCP, amphetamines, marijuana, and opiates.

Illegal use of drugs refers to the use of the above substances without a proper prescription by a licensed physician.

Safety sensitive position is a position where an employee is required to hold a commercial drivers license and is required to drive and/or perform maintenance on a vehicle requiring commercial license in the performance of his/her regular job duties.

Commercial Drivers License means both A and B drivers licenses issued by the California State Department of Motor Vehicles.

B. Testing Oversight:

The District will either contract individually for oversight of testing with a professional drug and alcohol testing management company or will join a consortium of local school districts to contract for oversight of testing with a professional company.

C. Employees Subject to Testing:

Each employee in a "safety sensitive position" shall be subject to testing for alcohol and drug impairment.

D. Testing Frequency:

Testing for alcohol and controlled substances will take place under the following circumstances:

1. Pre-employment testing shall be conducted prior to the first time an employee operates or performs maintenance on a vehicle requiring commercial license.
2. Random testing will be conducted at an annual rate equal to 25 percent of all employees in safety sensitive positions for alcohol testing and 50 percent of the employees in safety sensitive positions for drug testing.
3. Selection of which employees will be tested each year shall be done using a blind random sampling conducted by the testing company.

4. Reasonable suspicion testing shall be conducted when a properly trained supervisor has determined that reasonable suspicion exists to believe an employee, on duty or reporting for duty, is impaired by a controlled substance or alcohol. The determination that reasonable suspicion exists must be based on contemporaneous, specific, discernable observations concerning the appearance, behavior, speech or body odors of the employee.

5. Post-accident testing of an employee in a safety sensitive position shall be conducted in any of the following situations:

   a. The accident involves a school bus and children are present;

   b. There is a serious injury requiring medical attention or a loss of life;

   c. The employee received a citation for a moving traffic violation arising from the accident; or

   d. There is $600 or more damage as a result of the accident.

   After an accident, an employee in a safety sensitive position is prohibited from using alcohol for a period of eight (8) hours or until a test is done, whichever is first. An alcohol test must be completed within eight (8) hours of the accident.

6. Return to duty testing shall be conducted on an employee who has been removed from duty for a positive drug test or an alcohol test of over .02.

7. Unannounced follow-up testing shall be conducted on employees who return to work following a positive drug test or an alcohol test of .02 or above, conducted six (6) times in the first twelve (12) months following return to work and during the following forty-eight (48) months at a frequency determined by the substance abuse professional.

8. **Alcohol Impairment:**

   Each employee in a safety sensitive position shall be subject to testing for alcohol impairment as specified in "testing frequency" above. Use of alcohol by employees in safety sensitive positions is prohibited as follows:

   a. four hours prior to rendering service to the District;

   b. while performing job duties, including safety sensitive functions; and

   c. up to eight hours following an accident or until an employee undergoes a post-accident alcohol test, whichever occurs first.

   An employee who tests positive with an alcohol blood level of .02 or higher will be prohibited from rendering service to the District for at least twenty-four (24) consecutive hours and until the employee's blood alcohol level is retested and is verified to be below .02.

9. **Alcohol Testing Procedures:**

   See pages 45 - 50 for complete and detailed sample collection and testing procedures. Alcohol testing will be accomplished by using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). The breath alcohol testing technicians will be provided by the testing

management company that the District, or a consortium of districts contract with, and will not be District employees.

The contracting testing company will be responsible for testing procedures that ensure accuracy, reliability and confidentiality of test results. These procedures shall include training and proficiency requirements for the breath alcohol testing technicians, quality assurances plans for the evidential breath testing devices, including calibration of the EBTs. The EBTs used shall print out the results, date and time, a sequential test number, and the type and serial number of the EBT. To ensure the reliability of the test results all EBTs used shall be calibrated for accuracy, and a record shall be kept of the calibration test, which the employee will be able to inspect.

Any employee who tests positive for an alcohol blood level of .02 or higher will be tested again with another EBT to verify the initial reading. In post-accident testing the employee may request a blood test be taken to ensure that an accurate blood level is recorded. The employee requesting a blood test may be sent to a medical facility to complete the blood test.

A blood test is not required by the federal regulation. Therefore, if the confirming blood alcohol test is positive, the employee will pay for the cost of the blood test. If the confirming blood alcohol test is negative, the District will pay for the cost of the blood alcohol test.

10. <u>Drug Impairment:</u>

All employees of the District are prohibited from illegal use of drugs prior to rendering service to the District and during performance of the employee's job duties.

If an employee is using a controlled substance which has been prescribed by a licensed physician, the employee must submit written documentation that the medically supervised use of such controlled substance will not impair the employee's ability to perform safety sensitive duties.

If the employee submits proof that the use of the controlled substance has been medically prescribed by a licensed physician, but fails to provide written documentation that use of such controlled substance will not impair the employee's ability to perform safety sensitive duties, the employee will be temporarily reassigned to a non safety sensitive position or directed to use sick leave until such time as the employee is fit to resume his/her safety sensitive duties.

Each employee in a safety sensitive position shall be subject to testing for drug impairment as specified in "testing frequency" above.

Any employee who tests positive for illegal use of a controlled substance will be prohibited from rendering service to the District and shall be placed on Administrative leave until the results of the confirming second test are available. If the confirming second test is negative, the Administrative leave will be paid Administrative leave. If the confirming second test is positive the Administrative leave will be unpaid leave.

11. Controlled Substance Testing Procedures:

See pages 45 - 50 for complete and detailed sample collection and testing procedures. All employees in safety sensitive positions shall be subject to testing for use of controlled substances.

Such testing will be accomplished by analysis of a sample of the employee's urine conducted by a professional testing laboratory certified and monitored by the Department of Health and Human Services (DHHS). All urine specimens will be analyzed for the following drugs:
Marijuana (THC metabolite)
Cocaine
Amphetamines
Opiates (including heroin, codeine and morphine)
Phencyclidine (PCP)

12. Consequences:

Any employee in a safety sensitive position who refused to submit to an alcohol or drug test shall be immediately removed from service and shall be considered insubordinate and shall be subject to discipline.

Refusal to submit means that the employee - -

a. fails to provide adequate breath for testing (for alcohol use testing) without a valid medical explanation after he/she has received written notice of the requirement for breath testing,

b. fails to provide adequate urine (for controlled substance testing) without a valid medical explanation after he/she has received written notice of the requirement for urine testing, or

c. Engages in conduct which clearly obstructs the testing process.

An employee in a safety sensitive position who tests positive for controlled substances or for blood alcohol level of .02 or higher on a return to duty or follow-up test, or post-accident test where there has been a serious injury or loss of life, shall be subject to discipline up to and including termination.

In all other circumstances where an employee is in a safety sensitive position tests positive for a controlled substance or for a blood alcohol level or .02 or higher, may be subject to discipline. Such employee may be subject to a suspension, without pay and benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in and complete a substance abuse rehabilitation program. Such program shall be at no expense to the District.

After the employee has successfully completed the rehabilitation program as verified by his/her substance abuse counselor, the employee shall undergo a return to duty test for alcohol or drugs as indicated and shall be subject to unannounced follow-up alcohol and/or drug tests.

DRUG TESTING

Drug tests of employees or applicants required to take a drug test under the Department of Transportation regulations will be conducted in accordance with these procedures:

The employee or applicant shall provide the collection site person with positive identification (photo identification, supervisor identification). On the employee's request, the collection site person shall also provide identification. The collection site person shall explain the testing procedure to the employee.

An employee or applicant being tested will be informed in writing immediately prior to the collection of the urine specimen that their urine sample will be tested for the five (5) prohibited drugs (Cocaine, PCP, amphetamines, marijuana and opiates) and their metabolites. The notice will also inform the employee or applicant of the consequences of a positive test and of failure to comply with the requirements for conducting the test.

The employee will provide the urine sample in a private stall unless one of the following conditions exists:

The temperature of the urine sample is outside established temperature ranges;

The last sample from the employee was determined by the laboratory to be outside established parameters;

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample; or

The employee has had a previous positive return to work follow-up drug test,

If such conditions exist, the collection site person will document the condition in writing and give a copy to the employee. The District is responsible for taking steps to ensure that a urine specimen is not adulterated or diluted during that collection procedure and that information of the urine bottle and on the urine control and custody form can identify the individual from whom the specimen was collected.

The following steps will be taken to ensure the integrity and identity of the specimen:

Toilet bluing agents will be placed in the toilet tank in the collection site whenever possible and where practicable there shall be no other source of water in the enclosure where the sample is taken.

Prior to collecting the sample, the collection site person will positively identify the employee as the employee selected for testing through presentation of a photo identification by the employer's representative.

The collection site person shall ask the employee to remove any unnecessary outer garments such as a coat or jacket that mighty conceal items or substances that could be used to tamper with or adulterate the specimen.

The employee shall be instructed to wash and dry his/her hands prior to providing a specimen. After the employee washes his or her hands, he or she shall remain in the presence of the collection site person.

The employee may provide the sample in the privacy of a stall or otherwise partitioned area that

allows for individual privacy. The collection site person shall provide collection containers.

If the collections site person observes any unusual behavior or unusual appearance, he or she shall so note on the sample custody and control form.

In the exceptional event that a collection site is not accessible and there is an immediate requirement of specimen collection (i.e. a post-accident test), a public restroom may be used according to the following procedures:

A collection site person of the same gender as the employee shall accompany the employee into the public restroom which shall be made secure during the collection procedure.

If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the employee to flush the toilet until the specimen is delivered to the collection site person.

The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected.

After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

The employee shall be allowed to wash his or her hands after the specimen has been provided and delivered to the collection site person.

The District will use a split sample method of collection. The employee will be provided a container capable of holding a 60 ml sample. The employee will be instructed to provide a sample of at least 45 ml. The sample will be split into 2 samples, one of 30 ml, to be used as the primary sample, and one of at least 15 ml to be used as the split sample.

The collection site person shall determine if the employee has provided a sample of 45 ml. If the employee is unable to provide such a quantity of urine, the collection site person shall instruct the employee to drink up to 24 ounces of fluids, and within the next 2 hours attempt to provide a complete sample using a new collection container. The original sample will be discarded. If the employee is still unable to provide an adequate specimen, the insufficient sample will be discarded, testing discontinued and the employer notified.

The Medical Review Officer (MRO) shall refer the individual to a medical evaluation to develop information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The MRO shall report his or her findings to the employer and employee in writing.

Within 4 minutes of providing the sample, the collection site person shall measure the temperature of the specimen. Temperatures outside a range established by the DOT will be a reason to believe the sample has been altered or substituted. In such case, the employee may volunteer to have his or her temperature taken orally to provide evidence to counter the reason to believe the sample may have been altered or substituted. The collection site person shall also inspect the specimen to determined its color and look for any signs of contamination. Any unusual findings will be noted on the custody and control form. All samples suspected of being adulterated shall be forwarded to the laboratory for testing

If the collection site person has reason to believe, either due to sample temperature being outside

established limits, or from directly observed conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, a second sample will be obtained as soon as possible under the direct observation of a same gender collection site person.

The sample will be made into a split sample in the presence of the employee. Both samples and the chain of custody form will be sent in a single container to the laboratory.

All communication concerning test results will be done in a confidential manner.

The test results will be sent from the laboratory to the Medical Review Officer. If the test result of the primary specimen is negative, the MRO will inform the employee and the District of the test results.

If the test result of the primary specimen is positive, the Medical Review Office shall contact by telephone, the employee, who may request, within 72 hours of being notified of the test result, that the MRO direct that the split specimen be tested in a different National Institute Drug Alcohol (NIDA) approved lab for presence of the drug(s) for which a positive result was obtained.

The result of the split sample test, if the split specimen is transmitted by the second laboratory, will be reported to the MRO. If the test of the split sample fails to reconfirm the presence of the drug(s) or drug metabolite (s) found in the primary specimen, the MRO shall cancel the test and report cancellation and the reasons for it to the employer, the District, and the Department of Transportation. The MRO will inform the employee and District of the results of a confirming test with a positive confirmation.

If the employee has not contacted the MRO within 72 hours of being notified of a verified positive test, the employee may present to the MRO information documenting that serious illness, injury inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from contacting the MRO in time.

If the MRO concluded that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the analysis of the split specimen be performed.

If the MRO concludes that there is no legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO is not required to direct the analysis of the split sample to be preformed, and the district will be informed of the test result on the primary specimen.

If, after the MRO makes all reasonable efforts, the MRO is unable to reach the individual directly, the MRO shall contact the designated employer representative who shall direct the employee to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated District employee is unable to contact the employee, the employer may place the employee on temporary administrative leave or medical leave.

Action required by the Department of Transportation (e.g. removal from a safety sensitive function) is not delayed pending the result of the test of the split sample.

ALCOHOL TESTING

Employees or applicants required to take an alcohol test under the Department of Transportation regulations will be conducted in accordance with their procedures.

Alcohol tests are performed on breath specimens collected by a Evidential Breath Testing (EBT) device being operated by a Breath Alcohol Technician (BAT).

The employee or applicant shall provide the BAT with positive identification (photo identification, supervisor identification). On the employee's request, the BAT shall also provide identification. The BAT shall explain the testing procedure to the employee.

Part of the test is completing the Breath Alcohol Testing form. The BAT will complete part 1 and the employee will complete part 2.

Refusal by the employee to complete part 2 of the form will be considered refusal to take the test.

The Bat shall open an individually sealed disposable mouthpiece in view of the employee and attach the mouthpiece to the EBT in accordance with manufacturer's instructions. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds, or until the EBT indicates that an adequate amount of breath has been obtained.

The EBT will generate a printed report of the results which the BAT will show to the employee.

If the result of the screening shows an alcohol concentration of less than .02, the BAT shall sign the certification on part 3 of the form, and the employee shall sign part 4 of the form. If the employee refuses to sign part 4 of the test, it shall not be considered a refusal to be tested. The BAT shall note the employee's refusal to sign in the remarks section of the form.

If the result of the screening shows an alcohol concentration of .02 or higher, a confirmation test will be conducted.

There will be a waiting period of at least 15 and no more than 20 minutes from the completion of the initial screening test. The BAT shall instruct the employee not to eat, drink, put any object or substance in his or her mouth, and to the extent possible, not belch during the waiting period. The reason for this requirement shall be explained to the employee (i.e. to prevent any accumulation of mouth alcohol leading to an artificially high reading). The employee will be told by the BAT that the confirmation test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has not complied with the instructions, the BAT shall note the non-compliance in the remarks section of the form.

The confirmation test will be administered in the same manner as the original test, including the use of a new mouthpiece. Prior to administering the confirmation test, the BAT will ensue that the EBT registers 0.00 on an air blank. If the EBT has two consecutive air blanks of more than 0.00, then that instrument shall not be used. The test may continue with another instrument.

Following administration of the confirmation test, the BAT shall conduct an air blank. If the reading is greater than 0.00 the test is invalid.

In the event that the screening and confirmation test results are different, the confirmation test result is considered the final result of the test.

The BAT shall transmit all test results to the employee and the District in a confidential manner.

CLASSIFIED SALARY SCHEDULE PLACEMENT GUIDE
BARGAINING UNIT POSITIONS
Geyserville Unified School District

POSITION	**RANGE**
Substitutes for Aides & Clerks	C4
Instructional Assistant	C6
Instructional Assistant/ELD	C6
Yard Duty Aide	C6
P.E. Aide	C6
Food Services Assistant	C6
Campus Supervisor	C7
Office Assistant	C7
Computer Lab Assistant	C8
Full-Inclusion Assistant	C9
RSP Assistant	C9
Library Coordinator	C10
GNTA Librarian	C10
Bookkeeping Assistant	C12
Substitutes for Custodian, Food Service & Van Driver	C13
GES Library/Media Coordinator	C13
Custodian	C17
Food Services Worker	C17
PR/Volunteer Coordinator	C17
Maintenance Technician	C17
Lead Cook	C18
School Secretary (Elementary School)	C19
GNTA School Secretary (High/Middle School)	C19
Groundskeeper/Mechanic	C20
Bus Driver (Regular and Substitute)	C22
Lead Custodian	C22

Amended: 06/2012, 4/2014, 6/2015
Board approved: 6/1984

Geyserville Unified School District CLASSIFIED SALARY SCHEDULE

Effective: 7/1/2015 **Board Approved:** _____

Step	*1*	*2*	*3*	*4*	*5*	*11*	*16*	*21*	*26*
Range									
C1	$10.76	$11.39	$12.08	$12.81	$13.58	$14.26	$14.98	$15.72	$16.51
C2	$10.97	$11.63	$12.32	$13.06	$13.85	$14.54	$15.26	$16.03	$16.84
C3	$11.20	$11.87	$12.58	$13.34	$14.13	$14.83	$15.57	$16.36	$17.18
C4	$11.41	$12.10	$12.82	$13.60	$14.41	$15.13	$15.89	$16.68	$17.52
C5	$11.65	$12.34	$13.08	$13.86	$14.71	$15.44	$16.20	$17.02	$17.87
C6	$11.88	$12.59	$13.35	$14.15	$15.01	$15.74	$16.53	$17.36	$18.23
C7	$12.11	$12.84	$13.61	$14.43	$15.29	$16.05	$16.86	$17.71	$18.59
C8	$12.35	$13.09	$13.87	$14.72	$15.59	$16.38	$17.20	$18.06	$18.96
C9	$12.61	$13.36	$14.16	$15.02	$15.91	$16.70	$17.54	$18.42	$19.34
C10	$12.85	$13.63	$14.44	$15.31	$16.22	$17.04	$17.89	$18.78	$19.72
C11	$13.11	$13.89	$14.74	$15.61	$16.55	$17.38	$18.25	$19.16	$20.12
C12	$13.38	$14.17	$15.04	$15.93	$16.88	$17.73	$18.62	$19.54	$20.52
C13	$13.64	$14.46	$15.32	$16.24	$17.23	$18.09	$18.99	$19.93	$20.93
C14	$13.91	$14.75	$15.64	$16.57	$17.56	$18.44	$19.37	$20.34	$21.34
C15	$14.19	$15.05	$15.94	$16.90	$17.91	$18.81	$19.76	$20.74	$21.78
C16	$14.47	$15.34	$16.27	$17.24	$18.27	$19.18	$20.15	$21.16	$22.22
C17	$14.77	$15.65	$16.58	$17.59	$18.64	$19.57	$20.55	$21.58	$22.65
C18	$15.07	$15.97	$16.92	$17.93	$19.01	$19.97	$20.96	$22.01	$23.10
C19	$15.37	$16.28	$17.26	$18.29	$19.39	$20.36	$21.38	$22.45	$23.58
C20	$15.67	$16.60	$17.61	$18.66	$19.79	$20.78	$21.81	$22.91	$24.04
C21	$15.99	$16.94	$17.95	$19.03	$20.17	$21.19	$22.25	$23.36	$24.51
C22	$16.30	$17.28	$18.31	$19.42	$20.57	$21.61	$22.68	$23.82	$25.02
C23	$16.62	$17.63	$18.68	$19.81	$20.98	$22.04	$23.14	$24.31	$25.51
C24	$16.96	$17.97	$19.06	$20.20	$21.41	$22.48	$23.61	$24.78	$26.03
C25	$17.30	$18.33	$19.44	$20.60	$21.84	$22.94	$24.07	$25.29	$26.54
C26	$17.65	$18.70	$19.83	$21.01	$22.27	$23.39	$24.57	$25.78	$27.08
C27	$17.99	$19.08	$20.23	$21.43	$22.71	$23.87	$25.06	$26.31	$27.62
C28	$18.35	$19.46	$20.63	$21.87	$23.18	$24.34	$25.55	$26.83	$28.17
C29	$18.73	$19.85	$21.04	$22.30	$23.64	$24.82	$26.07	$27.36	$28.73
C30	$19.10	$20.25	$21.45	$22.74	$24.11	$25.32	$26.58	$27.91	$29.30

MEMORANDUM OF UNDERSTANDING

SEIU 1021 Classified Staff Bargaining Unit and Geyserville Unified School District ("District") agree as follows for a one year pilot program only:

1. Effective July 1, 2015 through June 30, 2016, the District will pay a 5% premium for all hours in paid status for unit members who are directed by an administrator to translate between Spanish and English in the course of the workday. Unit members will not be paid the bilingual premium for time spent translating that is not approved in advance by an administrator.

2. Unit members must submit an hourly timesheet on or before the last work day of the month showing time spent translating during that month. If unit members do not submit timesheets by this deadline, the unit member will not be paid the 5% premium for those hours.

3. To qualify for the bilingual stipend, unit members must be able to speak and write Spanish fluently, including professional speaking and writing. If SEIU and the District agree to continue the pilot program or other bilingual pay beyond June 30, 2016, the District will establish minimum standards for bilingual, bi-literate or translation services in the form of a written and/or oral examination. Unit members will have to pass the written and/or oral examination in order to be eligible for the bilingual pay.

4. The parties will negotiate whether to continue this stipend or change it for future years as part of negotiations for 2016-17.

Maria Peluso	July 16, 2015
SEIU 1021	Date
[signature]	7/16/15
SEIU 1021	Date
C. Menicucci	7/16/15
District	Date
[signature]	7/16/15
District	Date

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