

An Agreement

Between

Laborer's International Union of North America

LIUNA Local 777

And

Carlsbad Unified School District

July 1, 2014 – June 30, 2016

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## ARTICLE 1 – DEFINITIONS

- 1.1 Agreement: The collective bargaining contract between the Carlsbad Unified School District and LIUNA Local 777.
- 1.2 Union: Laborer’s International Union of North America (LIUNA) Local 777.
- 1.3 District: The Carlsbad Unified School District.
- 1.4 Board: The Board of Trustees of the District.
- 1.5 Superintendent: The chief executive officer of the District or chief executive officer's designee.
- 1.6 Principal: The chief executive officer (site supervisor) of one or more schools.
- 1.7 Day: Any day in which the District Office is open for business.
- 1.8 School Day: Any day during which students are required to be in attendance.
- 1.9 Bargaining Unit: Those District-classified employee positions for which the Union is recognized as the exclusive representative in Article 2 (Recognition).
- 1.10 Unit Member, Classified, or Employee: Any employee who is included in the bargaining unit and therefore covered by the terms and provisions of this Agreement.
- 1.11 Hourly Rate of Pay: The unit member's annual salary divided by 2,080 hours.
- 1.12 Non-Working Time: The time before and after the assigned hours of work, lunch periods, and designated rest breaks.
- 1.13 Workweek: Consists of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week.
- 1.14 Supervisor: Management employee responsible for general control and supervision of unit members for whom s/he is responsible.
- 1.15 Permanent Employee: Bargaining unit member who has successfully completed a six (6) month probationary period and begins accumulating seniority in class.
- 1.16 Probationary Employee: Bargaining unit member who has been properly appointed to a position before acquiring permanent status.
- 1.17 Probationary Period: A trial period of six (6) months or 130 days of active service, immediately following original or promotional appointment to a permanent position from an eligibility list. All leaves as identified in Article 14 are excluded from active service.
- 1.18 Regular Employee: Bargaining unit member who has probationary or permanent status in the classified service.
- 1.19 Substitute Employee: An individual who replaces a regular employee during his or her absence.
- 1.20 Short-Term Employee: Persons hired for a specific temporary project of limited duration that, when completed, shall no longer be required.
- 1.21 Restricted Positions: Those positions for which the field of competition for the examination is limited. Positions may be limited to persons from low-income groups, or from designated geographical areas, or to those who meet other specified criteria.
- 1.22 Restricted Employee: A person employed in a position properly classified as "restricted." A restricted employee is not entitled to employment permanence or appeal rights in the event of disciplinary action.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Board recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time classified employees of the District, excluding all of the following:

- Management, Supervisory Employees
- Confidential Employees
- Noon Duty Aides
- Summer Maintenance Workers
- Substitute and Short-Term Employees

The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the Board's negotiator or agent(s) officially designated by the Board to act upon its behalf. The Union agrees that neither it nor any of its members or agents will negotiate or attempt to negotiate privately or individually with any Board member or administrator. The Union recognizes the Board as the duly constituted representative of the educational interests of the pupils, parents, and the public. The Board agrees that neither it nor its administrators will negotiate or attempt to negotiate privately or individually with any unit member. The Board agrees to negotiate with the officially-designated representative(s) of the Union.

- 2.2 All newly-created positions, except those that lawfully are certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit.
- 2.3 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours, and conditions of employment. Nothing herein may be construed to limit the right of the Board to consult with the Union on any matter outside the scope of representation. To the extent that any Agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

## **ARTICLE 3 - BOARD RIGHTS**

- 3.1 It is understood and agreed that the Board retains all of its powers and authority to direct, manage, and control to the full extent of the law and this Agreement.
- 3.2 Included in, but not limited to, these duties and powers are the exclusive right to:
- 3.2.1 determine its organization;
  - 3.2.2 direct the work of its employees;
  - 3.2.3 determine the times and hours of operation;
  - 3.2.4 determine the kinds and levels of services to be provided and the methods and means of providing them;
  - 3.2.5 establish its educational policies, goals, and objectives;
  - 3.2.6 insure the rights and educational opportunities of students;
  - 3.2.7 determine staffing patterns;
  - 3.2.8 determine the number and kinds of personnel required;
  - 3.2.9 maintain the efficiency of District operation;
  - 3.2.10 determine the curriculum;
  - 3.2.11 build, move, or modify facilities;

- 3.2.12 establish budget procedures and determine and establish budgetary allocation;
  - 3.2.13 determine the methods of raising revenue;
  - 3.2.14 contract out work; and
  - 3.2.15 take action on any matter in the event of an emergency. For these purposes, an emergency is an act of God, earthquake, flood, natural disaster, or other situation/occurrence of a serious nature developing suddenly, unexpectedly resulting in a relatively temporary change in circumstances and demanding immediate action.
- 3.3 In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees in accordance with, and limited by, Education and Government Codes.

## **ARTICLE 4 - UNION RIGHTS**

- 4.1 Duly authorized stewards of the Union shall be recognized by the principal or supervisor as the official representative of the Union in that facility. Such building representative shall be entitled to a reasonable amount of release time without loss of compensation for purposes of representing unit members in accordance with the provisions of the Grievance Procedure. A steward shall be permitted to leave his/her normal work area upon request to the principal or supervisor for a reasonable period of time and as soon as possible, as workload permits. The following sites shall be entitled to a building representative:
- 4.1.1 Carlsbad High School
  - 4.1.2 Carlsbad Village Academy/Carlsbad Alternative Education Programs
  - 4.1.3 Aviara Oaks Middle School
  - 4.1.4 Valley Middle School
  - 4.1.5 Aviara Oaks Elementary School
  - 4.1.6 Buena Vista Elementary School
  - 4.1.7 Hope Elementary School
  - 4.1.8 Jefferson Elementary School
  - 4.1.9 Kelly Elementary School
  - 4.1.10 Magnolia Elementary School
  - 4.1.11 Pacific Rim Elementary School
  - 4.1.12 Calavera Hills Elementary School
  - 4.1.13 District Office
  - 4.1.14 Nutrition Services Department
  - 4.1.15 Maintenance and Operations Department
  - 4.1.16 Transportation Department
  - 4.1.17 Calavera Hills Middle School
  - 4.1.18 Poinsettia Elementary
  - 4.1.19 Sage Creek High School

- 4.2 The Board agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with Board regulations on the use of such facilities.
- 4.3 The Union shall have the right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system. The Union shall have the responsibility for posting its notices.
- 4.4 The Board shall provide the Union with a complete “hire date” seniority roster of all bargaining unit employees upon request but not more than twice a year. The roster shall indicate the employee's present classification and primary job site and home address.
- 4.5 The Union shall have the right of release time without loss of pay for unit members who are Union “Chapter” Officers or Delegates to conduct necessary Union business, attend Union conferences, conventions, or District council meetings. Prior to utilizing release time to conduct union business, officers shall, in good faith, provide reasonable advance notice to the immediate supervisor or designee. Such leave shall not exceed 30 days annually. Each year, LIUNA shall provide a list of shop stewards at each site to the District’s personnel department by September 30. Every reasonable effort will be made to ensure shop stewards attend employee discipline meetings at the site level.
- 4.6 The Union shall have the right to conduct orientation sessions on this Agreement for unit members for a reasonable period of time on regularly scheduled pre-school orientation days or similar days such as semester break day as an option for Union orientation sessions when District scheduling requires a meeting of unit members, but limited to not more than once each school year for any department. Nothing herein shall restrict the Union from conducting an orientation session with new unit members for a reasonable period of time during working hours, as workload permits.
- 4.7 Distribution of Agreement: Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide a copy of this Agreement to every unit member. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Board without charge at the time of employment. The Board will provide each unit member a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
- 4.8 Union-District Representative Meetings: The Union representative will meet with the Superintendent, or designee on a regular basis, by mutual agreement, to review and discuss current problems and practices in the administration and enforcement of this Agreement within the District.
- 4.9 Union Staff Access: Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conducting appropriate Union business under the following conditions:
  - 4.9.1 The Union staff representative has given the principal or department head notice of his/her intended visit.
  - 4.9.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conducting of Union business.
  - 4.9.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time.
  - 4.9.4 Visits to employees for the purpose of processing grievances may be made during working time by pre-arrangement with the principal or department head.

## ARTICLE 5 - CHECK OFF AND ORGANIZATIONAL SECURITY

- 5.1 Check Off: The Union shall have the sole and exclusive right to have membership dues and initiation and service fees deducted for employees in the bargaining unit by the Board. The Board shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for Union-sponsored insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Union and the Board. The Board shall pay to the designated payee, within fifteen (15) days of the deduction, all sums so deducted.
- 5.2 Dues Deduction
- 5.2.1 The Board shall, in accordance with the Union, deduct dues from the wages of all employees who are members of the Union on the date of the execution of this Agreement and who have submitted dues authorization forms to the Board.
- 5.2.2 The Board shall deduct the initiation fee and dues from the wages of all employees who, after the date of the execution of this Agreement, become members of the Union and submit to the Board a dues authorization form.
- 5.2.3 The Board shall immediately notify the President of the Union if any member revokes a dues authorization.
- 5.3 Service Fee
- 5.3.1 The Union and the Board agree that each employee in the bargaining unit shall contribute equally toward the cost of administration of this Agreement by the Union and for the representation of employees in the bargaining unit by the Union.
- 5.3.2 Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required, as a condition of continued employment, beginning on the 30th day following the beginning of such employment or within 30 days after the ratification of this Agreement, whichever occurs later, to pay to the Union a service fee as a contribution toward the administration of this Agreement and the representation of such employees. The service fee shall be in the same amount and payable at the same time as the Union's regular dues, exclusive of initiation fees.
- 5.3.3 Any employee who is not a member of the Union or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues, initiation fees, and general assessments, payable to the Union in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction, as provided in Education Code Section 45061, and in the same manner as set forth in Article 5 of this Agreement. There shall be no charge to the Union for such mandatory agency fee deductions.
- 5.4 Religious Objection: If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from the employee's paycheck and deposited in a scholarship fund established by the Board.
- 5.5 Hold Harmless Clause: The Union shall indemnify and hold the District or its representatives harmless from any action involving administrative or judicial proceedings in any manner which may arise under this Article.

## **ARTICLE 6 - EMPLOYEE RIGHTS**

### **6.1 Personnel Files**

- 6.1.1 The personnel file of each employee shall be maintained at the District Office. Any files kept by any principal or supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
  - 6.1.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
  - 6.1.3 An employee shall have the right at any reasonable time, without loss of pay, to examine and or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
  - 6.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs on the supervision of the employee. The District shall keep a log indicating persons, other than District management employees and appropriate department or Personnel Services employees, who have examined a personnel file, as well as the dates such examinations were made. The employee's personnel file shall be available for inspection by the employee and his/her Union Representative, if authorized by the employee.
  - 6.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material. Any written materials placed in a personnel file shall indicate the date of such placement.
- 6.2 Prior to any meeting of an investigative nature, the employee shall be asked if they would like union representation. Employee shall indicate their response in writing on the Administrative Interview form provided by the District. If employee indicates they would like union representation, the interview shall be terminated and rescheduled.

## **ARTICLE 7 - EVALUATIONS**

- 7.1 Probationary bargaining unit members will be evaluated at least twice during their probationary period. Employees who successfully pass their probationary period will be notified in writing in a timely manner.
- 7.2 Permanent bargaining unit members will be evaluated at least once each year.
- 7.3 Evaluations shall be based upon direct observation and knowledge of the evaluation and shall not be based upon hearsay statements.
- 7.4 A copy of any communication or record to be enclosed in the bargaining unit member's file shall also be provided the employee. Each employee shall have the right to provide a written response that shall be included in his/her file.



- 7.5 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 7.6 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

## **ARTICLE 8 - TRANSFERS**

- 8.1 A permanent employee may be transferred at his/her request or for the good of the District from one position to another in the same or related class at the discretion of the principal(s) or supervisor(s) involved, provided that such action shall not be taken for punitive or preferential reasons.
- 8.2 Transfers shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit, or in any other manner reflect adversely upon the rights of the employee as provided in the Agreement.
- 8.3 The District shall determine whether classes are sufficiently related to permit transfer between them. It shall consider similarity of duties and minimum qualifications. In general, more latitude in transfer is permitted:
  - a. as the employee's seniority in the classified service increases;
  - b. when the transfer request is based on reclassification, impending layoff, or for reasons of health;  
or
  - c. when the employee meets the minimum requirements for the class.
- 8.4 A permanent employee who transfers to a position in a class in which s/he has not previously completed a probationary period shall be considered probationary in that class for a period of six (6) months. At any time during the probationary period, s/he may be returned (transferred) to his/her former position.
- 8.5 The District will make a good faith effort to provide two (2) weeks notice to any employee prior to a transfer.

## **ARTICLE 9 - HOURS AND OVERTIME**

This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Board, except as provided for in Section 9.6.

- 9.1 Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours which shall number no less than four (4) hours a day or twenty (20) hours per week. Bargaining unit members hired on or after March 1, 1985, and assigned either to the Nutrition Services Department or as an Instructional Aide, shall be assigned a fixed regular and ascertainable minimum number of hours which shall number no less than two (2) hours per day and ten (10) hours per week. The hours of work for Instructional Aides and Nutrition Service Workers shall be increased in increments of no less than one-half (1/2) hour.

- 9.1.1 Any day within the regular school calendar on which students would otherwise have been in attendance but are not, and for which teachers receive regular pay, is a workday for unit members.
- (“Restricted” employees are excluded from this Section 9.1).
- 9.1.2 Employees are considered to be in paid status for all assigned hours. Employees who work less than the assigned hours will be required to apply for the appropriate leave up to the assigned hours.
- 9.1.3 The District will make a good faith effort to provide two (2) weeks notice to any employee prior to implementing a new work schedule.
- 9.2 Adjustment of Assigned Time: Any unit member who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 9.3 Lunch Periods: Each employee who worked five (5) or more consecutive hours shall be entitled to at least a thirty (30) minute, uninterrupted, duty-free lunch period. Lunch will normally be scheduled mid-way during the workday. Any employee requested to attend to an emergency during his or her lunch period shall be granted a corresponding lunch period.
- 9.4 Rest Periods: All employee work schedules shall provide for a fifteen (15) minute paid rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such one-half work shift.
- 9.4.1 Part-time employees shall be granted a fifteen (15) minute rest period during each four (4) hour work period.
- 9.5 Rest Facilities: The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for employee use.
- 9.6 Overtime: Except as otherwise provided herein, all overtime hours, as defined in this section, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work authorized. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 9.6.1 All hours worked beyond the assigned workweek of five (5) consecutive days shall be compensated at the overtime rate (Saturday).
- 9.6.2 All hours worked on the seventh consecutive day of work shall be compensated at double the regular rate of pay (Sunday).
- 9.6.3 Effective December 1, 1999, all hours worked on holidays designated in this Agreement shall be compensated at double time the regular rate of pay, in addition to regular pay for the holiday.
- 9.7 Overtime - Equal Distribution: Overtime shall be distributed and rotated, as equally as is practical, in each department or school among unit members within each working classification.
- 9.8 Compensatory Time
- 9.8.1 Work done beyond normal duty hours of which either overtime pay is given or compensatory time is given must have prior approval of the immediate supervisor or designee, not a member of the bargaining unit.

- 9.8.2 Compensation of overtime may be in the form of cash payment or compensatory time off of equivalent value to such cash payment. The request as to the method of compensation shall be made by the employee, subject to the approval of the immediate supervisor, based on the operation requirements of the department.
- 9.8.3 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked without impairing the services of the District. Any compensatory time off not utilized within twelve (12) calendar months from the time earned shall be compensated in cash in the next payroll cycle.
- 9.8.4 Compensatory time off shall be taken at a mutually acceptable time. Once compensatory time off has been scheduled and approved, the supervisor may cancel the time off only for just and reasonable cause. If cancelled, the employee may elect to either be compensated for the preauthorized and earned overtime on the next payroll cycle, or to reschedule the time off to a period acceptable to the supervisor and employee.
- 9.8.5 If earned compensatory time off is not taken prior to a change in classification, or work location, it shall be paid off in cash on the next payroll cycle.
- 9.9 Minimum Call-In Time: Any employee called in to work when the employee is not scheduled to work shall receive a minimum of three hours pay at the appropriate rate of pay under this Agreement.
- 9.10 Standby Time: Shall be defined as all time required of an employee to be present and ready to perform services. Standby time does not include time beyond a regular day's pay when District services entail out-of-town remuneration for food and lodging and the unit member is not required to standby for immediate service.
- 9.11 Summer Session Assignments  
With reference to summer school assignments of bargaining unit work, opportunities will be extended to unit members for such work and shall be made on the basis of qualifications for employment in each classification of service.
- 9.11.1 Announcement of Potential Openings: The Personnel Services Department shall circulate and post announcements of potential summer school positions on or before April 1 preceding the summer school.
- 9.11.2 Application Procedure: Employees who are currently in the bargaining unit may apply for summer school positions by submitting appropriate applications to the Personnel Services Department by May 1 preceding the summer school.  
Every reasonable effort will be made to select employees who meet the minimum requirements of the job as described in the job description for that position.  
No employee shall be selected for more than two (2) consecutive summer sessions in the same position unless there are no applicants who meet the minimum requirements for the job.
- 9.11.3 Unit members working extra hourly positions during summer session shall be limited to use of up to one (1) day of paid sick leave during each summer session.

## ARTICLE 10 - PAY AND ALLOWANCES

Effective July 1, 2014, a 3% increase to salary schedules in Appendices A and B retroactive to July 1, 2014.

The application of this corresponding increase to stipends, overtime and extra work agreements shall be effective July 1, 2015.

An additional 3.5% on schedule increase to salary schedules in Appendices A and B effective July 1, 2015.

LIUNA members shall be granted any additional 2015-16 compensation granted to CUTA unit members above the scheduled 3.5%, including any one-time and permanent adjustments.

10.1 The current wage salary schedule is set forth in Appendix A.

Employees will be paid in accordance with the appropriate range and step as provided for their classification and seniority, effective on their anniversary date.

Step 6 of the classified salary schedule shall be available only to employees upon completion of their ninth year of District service through the completion of their fourteenth year of District service.

Step 7 of the classified salary schedule shall be available only to employees upon completion of their fourteenth year of District service through the completion of their nineteenth year of District service.

Step 8 of the classified salary schedule shall be available only to employees upon the completion of their nineteenth year of District service.

10.2 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.

10.2.1 When available through the computer payroll system at the County Office of Education, unit members working ten (10) months may select implementation of a twelve (12) month payroll plan on a school year basis (July - June).

10.3 Pay Increases: The District shall include any retroactive wage increase resulting from this Agreement in the earliest payroll processed in the District Office subsequent to this final Agreement.

10.4 Promotions: Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five percent (5%) increase as a result of that promotion, but not limited to a five percent (5%) increase, except that the employee may be placed on the last step of the appropriate range, if that is the maximum allowable for that class.

10.5 Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the allowed IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable monthly in a separate warrant drawn against District funds.

- 10.6 Meals and Lodging: Any employee in the bargaining unit who, as a result of work assignments, must have meals and/or lodging away from the District, shall be reimbursed for the full cost of the meal and/or lodging on a monthly basis after submission of the expense claim.
- 10.7 Compensation for an Employee Working Out of Classification: An employee shall not be required to perform duties not a part of his/her classification, except as provided in this section.
- 10.7.1 An employee assigned duties by his/her department manager/administrator, not part of his/her classification, shall have his/her salary adjusted upward for the entire period upon completion of the third (3<sup>rd</sup>) consecutive day that s/he is required to work out of class within the same classification and within a school year.
- 10.7.2 If an employee is assigned to duties normally performed by another employee in a higher classification, the employee working out of classification shall receive at least a one-step increase or the lowest step in the higher classification, whichever is greater.
- 10.8 Upon retirement from PERS, a bargaining unit member who has been employed by the District for ten (10) consecutive years shall be paid a lump sum cash payment for all District-earned and unused sick leave at the unit member's current beginning rate of pay in his/her assignment classification. Reemployment within the thirty-nine (39) months after layoff shall toll any break in service caused by the layoff.
- 10.8.1 The provisions of Section 10.8 have no application for those bargaining unit members employed on or after March 1, 1985.
- 10.9 Stipend for Attendance at Sixth Grade Camp: Unit members attending Sixth Grade Camp for the entire week to supervise and/or assist with students at Sixth Grade Camp shall be paid a stipend equal to one percent (1%) of the first step of the salary range for their job classification on the classified salary schedule. Any hours worked beyond their regularly scheduled assignment will be compensated on an hourly basis.
- 10.10 A split shift differential of \$.25/hour shall be paid to unit members who work regular daily assignments separated by one and a half (1-1/2) hours or more.
- 10.11 Bilingual Pay Differential: Unit members whose job classification does not require bilingual skills but who have bilingual skills and are requested by the District on a regular basis to use their bilingual skills shall be paid a monthly stipend equal to one half of one percent (0.5%) of the annual salary for range 1, step one on the classified salary schedule, above the base rate of pay for their regular class for full-time and prorated for part-time. Prior District approval for this pay differential is required. The District and LIUNA will meet and confer prior to the implementation of a pay differential. An annual list of employees who qualify for the differential pay will be published by the District by September 1 of each year.
- 10.12 Budget Information
- 10.12.1 Upon request, the Superintendent will include the Deputy Superintendent, Administrative Services in his/her monthly meetings with LIUNA. The Deputy Superintendent shall provide information about the District budget. This monthly update shall provide LIUNA the opportunity:
- 10.12.1.1 To influence the construction of the District's annual budget;
- 10.12.1.2 To review information regarding the financial status of both the State and District, including discussions of budgeted income and expenditures in Carlsbad so that both parties are aware of additional and/or decreased funding.

### 10.13 Adjustment to Compensation Package

- 10.13.1 The District shall notify LIUNA of the following: 1) if monies have been identified which are available for use in the compensation package; or 2) if an adverse financial change occurs.
- 10.13.2 The District will report quarterly on its findings to LIUNA.
- 10.13.3 The compensation package shall be increased at least by an amount equal to the percentage increase in the State funded, unrestricted, and received cost of living adjustment (COLA) for each year that is covered under the terms of this agreement, unless the conditions in Section 10.13.4 exist.
- 10.13.4 During the term of this agreement, should the District's economic situation decline, the District and LIUNA hereby agree that negotiations shall commence to make any necessary adjustments appropriate to the long-term financial integrity of the District which may include reallocation of Section 10.13.3 funds. During the period of negotiations, the COLA funds enumerated in Section 10.13.3 shall be placed in reserve.
- 10.13.5 The Cost of Living Adjustment (COLA), and/or the negotiated adjustment shall be an increase or decrease to the District's total compensation package. The parties understand that the distribution of available funds shall include health and welfare benefits, statutory benefits, retirement benefits, and salary adjustments.
- 10.13.6 The District and LIUNA shall commence negotiations at the request of either party regarding Article 10, consistent with Section 26.5.
- 10.13.7 The parties agree that a subcommittee of the bargaining teams will convene to clarify the Language and determine the necessary calculations to implement Section 10.13, Adjustment to Compensation Package, and to develop a "fair share" formula specifically designed to work in a Basic Aid district. Once agreed to by all parties, the 'Fair Share' process will replace the existing Section 10.13.

The subcommittee's work is non-binding. It is recognized that only the language negotiated by the parties changes the current agreement. It is the intent of the parties that the subcommittee's work and the necessary negotiations can and should be completed by December 31 of each contract year.

- 10.14 On January 1<sup>st</sup> of each year, unit members may receive payout of up to 20 hours of comp time that has been carried forward into the second calendar year from when it was earned.
- 10.15 Payment for extra hourly assignments or overtime pay shall be paid with the next regularly scheduled salary payment, if the authorized time sheet is received in the business office of the District by the fifth (5<sup>th</sup>) day of the pay period.
- 10.16 Any time sheets that are submitted more than 2 months in arrears must have an explanation attached from the unit member's site/department manager and be submitted directly to the Personnel Department.
- 10.17 Non-Work Days
  - 10.17.1 For any days designated by the District as 'non-work' days, employees who work less than 12 months are not required to utilize other paid leave for that day. They are non-paid, non-work days for those employees. Employees who work 12 months are required to work on those days, unless they utilize other paid, approved leave.

10.17.2 In years where the number of work days for 12 month employees exceed 260, one day during the normal winter break holiday will be designated as a 'non-work' day for those employees.

10.17.3 This article becomes effective as of the 2011-2012 school year.

## **ARTICLE 11 - EMPLOYEE EXPENSES AND MATERIALS**

- 11.1 Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.
- 11.2 Replacing or Repairing Employee's Property: The District shall fully compensate all bargaining unit members for eyeglasses, footwear, or clothing damaged as a direct result of service to the District. This does not include normal wear, tear, and deterioration of clothing/shoes.
- 11.3 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 11.4 Non-Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.
- 11.5 Physical Examination/Fingerprinting: The District agrees to provide the full cost of any medical examination and fingerprinting required as a condition of continued employment, including T.B. examinations, not to exceed the rate charged at available local clinics.
- 11.6 Employee Achievement Awards: The District may agree to provide a regular program of monetary awards for valuable suggestions, services, or accomplishments to bargaining unit members under the provisions of Education Code 44015 or its successor. The District agrees to develop any such program through consultation with the Union.
- 11.7 Hold Harmless Clause: Whenever any civil or criminal action is brought against an employee for any action as a direct result of the assigned duties of that employee, the District agrees to pay the costs of defending such action, including the costs of counsel and appeals.
- 11.8 Damage or Loss of Property: While on District Business, in the event an employee's vehicle is damaged as a result of vandalism, the District will reimburse the employee for the insurance deductible payment in an amount not to exceed \$250.00 per incident. The above is contingent upon all of the following:
1. The employee files a police report regarding the vehicular vandalism within 24 hours of the incident.
  2. The damaged vehicle was legally parked at an appropriate location in a legal manner while the employee was required to be engaged in District business.
  3. The employee provides evidence of the amount of insurance deductible payment actually made by the employee to his/her insurance.

## ARTICLE 12 - HOLIDAYS

- 12.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit who are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, with the following holidays:
- 12.1.1 New Year's Day
  - 12.1.2 Dr. Martin Luther King, Jr. Day -- Third Monday in January
  - 12.1.3 Lincoln's Day -- February 12
  - 12.1.4 President's Day -- Third Monday in February
  - 12.1.5 Spring Vacation Day -- Friday of Spring Recess Week
  - 12.1.6 Memorial Day -- Last Monday in May
  - 12.1.7 Independence Day -- July 4
  - 12.1.8 Labor Day -- First Monday in September
  - 12.1.10 Veteran's Day
  - 12.1.11 Thanksgiving Day -- Thursday proclaimed by the President
  - 12.1.12 Friday following Thanksgiving
  - 12.1.13 Christmas Eve -- December 24
  - 12.1.14 Christmas Day -- December 25
  - 12.1.15 New Year's Eve -- December 31
- 12.2 Floating Holidays: The District will provide two floating holidays for all employees in the bargaining unit to be scheduled and approved in advance by their immediate supervisor. Unit members whose job impacts students in any way shall take these holidays when students are not in school. No substitute will be called in for an employee taking this holiday.
- 12.3 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, thanksgiving, or holiday, shall be a paid holiday for all employees in the bargaining unit.
- 12.4 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.

## ARTICLE 13 - VACATION

- 13.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- 13.2 Paid Vacation: Except as otherwise provided in this article, paid vacation may be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Paid vacation may be granted in the fiscal year in which it is earned.
- 13.3 Paid Vacation -- Less than 12 Month Employees: Employees who work less than 12 months shall take floating holidays, compensatory time, or vacation time during student winter and spring vacation periods. If full vacation cannot be taken during these periods, excess earned vacation will be taken at a time mutually acceptable to the employee and the District. If said vacation is not taken by June 30 of said year, it shall be paid in July at the employee's regular rate of pay. An employee



who happens to be out on sick leave during the winter or spring vacation periods shall not be taken off sick leave status and required to be in vacation status during school closures.

13.3.1 Twelve-Month Employees: Employees on a twelve-month schedule may request vacation for any time during the school year, subject to approval by the District or District designee after consideration of District operations and efficiency.

13.4 Earned Vacation Hours: Each classified employee shall be allotted vacation hours for each year of service as follows:

Vacation allotments shall be prorated for partial year service.

Employment

| <u>Year</u> | <u>1<sup>st</sup> -4<sup>th</sup> Years</u> | <u>5<sup>th</sup> -14<sup>th</sup> Years</u> | <u>15<sup>th</sup> – 24<sup>th</sup> Years</u> | <u>25<sup>th</sup> + Years</u> |
|-------------|---|--|--|--------------------------------|
| 12 Months   | 96 Hours                                    | 144 Hours                                    | 160 Hours                                      | 200 Hours                      |
| 11 Months   | 88 Hours                                    | 132 Hours                                    | 144 Hours                                      | 184 Hours                      |
| 10 Months   | 80 Hours                                    | 120 Hours                                    | 136 Hours                                      | 168 Hours                      |

Employees working less than eight (8) hours per day shall earn prorated vacation hours.

13.5 Vacation Pay: Pay for vacation days for all bargaining unit members shall be the same as that which the employee would have received had s/he been in a working status.

13.6 Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of the termination.

13.7 Vacation Postponement: If a bargaining unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time or may request to carry over his/her vacation to the following year.

13.7.1 Approved and scheduled vacation shall not be denied.

13.8 Vacation Carry-Over: A twelve (12) month employee may elect to carry over an amount of vacation days equal to one year's earned vacation. Any unused accrued vacation hours which exceed the maximum vacation accrual shall be paid to the unit member in July at the employee's regular rate of pay.

13.8.1 The District may require unit members to use accumulated vacation which exceeds the maximum accruable amount in lieu of payout before the end of the fiscal year. Employees will be provided with their number of excess vacation hours by the Personnel department no later than two weeks after the first semester payroll deadline. Employees will work with their supervisor to select mutually agreed upon days. The vacation utilization plan shall be documented and signed by both employee and supervisor and returned to the Classified Personnel Department within 30 days after distribution of the excess vacation form

13.9 Vacation Schedule Conflicts: If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference upon reasonable notice.

13.9.1 Once a Vacation Request Form as been submitted and approved by a member's supervisor, nothing in this article shall require that member to change their requested vacation dates due to a more senior employee's vacation request.

13.10 Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement

without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE 14 - LEAVES

- 14.1 Bereavement Leave: Every unit member shall be entitled to five (5) days of paid leave of absence on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave. The immediate family is defined as: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee, or any relative for whom the employee is responsible.
- 14.2 Jury Duty and Witness Leave: Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave, provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed with, the District Office. Request for jury service leave should be made by presenting the official court summons to the District Office. Leave of absence to serve as a witness in a court case shall be granted an employee when s/he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court, as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with, the District Office. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the District Office.
- 14.2.1 When an employee on jury duty is dismissed for the remainder of the day (by 11 a.m. or before), the employee shall return to his/her work site for performing services the rest of the day.
- 14.2.2 Jury Duty shall be considered work time. Therefore, night shift employees who serve Jury Duty shall consider such duty all or part of their work day.
- 14.2.3 In no event shall an employee be expected to work more hours, when combining jury duty hours (including travel time) and regular work hours, than his/her number of regular assigned hours.
- 14.3 Personal Necessity: A classified employee may elect to use sick leave not to exceed seven (7) days in any one fiscal year which has been earned pursuant to applicable law for personal necessities which fall in the following categories:
- 14.3.1 Bereavement leave which may be necessary beyond that authorized in the Bereavement Leave Article.
- 14.3.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- 14.3.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction and for which no other leave is provided in these rules.
- 14.3.4 Extreme illness of a member of the immediate family when no other help is available.
- 14.3.5 Urgent, personal business which must be conducted on a day when the employee is required to be on duty.

- 14.3.6 An employee desiring to use leave provided herein shall submit to the supervisor, in advance if possible, an employee attendance report indicating the reason for the leave.
- 14.4 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Board and an employee. . Examples of unpaid general leaves could include: Child-Rearing Leave, Home Responsibility Leave, Personal or Professional Leave.
- 14.4.1 A request for leave may be initiated by an employee by submission of a General Leave Request Form, submitted to the Classified Personnel Department.
- 14.4.2 Within 5 business days, the Personnel Department or designee shall either deny the request or submit a recommendation for approval to the Board.
- 14.4.3 If a LIUNA member is denied general leave, the employee may, within ten (10) calendar days of the initial response, appeal the decision by completing, signing and presenting the District form to the General Leave Appeal Committee.
- 14.4.3.1 The employee Committee shall be composed of:
- An Assistant Superintendent or designee, not involved in the original denial of leave.
  - The Local Business Manager of the LIUNA or designee.
  - A mutually agreed upon District employee, who is not in the member's chain of command.
- 14.4.3.2 The General Leave Appeal Committee shall, within ten (10) calendar days of receipt of the appeal, schedule a hearing regarding the appeal at which the employee shall be afforded the opportunity to fully present his position and to be represented.
- 14.4.3.3 The General Leave Committee shall, within ten (10) calendar days of the conclusion of the hearing, make an advisory recommendation on the appeal and submit it to the School Board for final determination for those employees who have elected to use this procedure.
- 14.5 Maternity Leave
- 14.5.1 Leave Without Pay: A leave of absence without pay may be requested by, and may be granted to, a pregnant bargaining unit member to begin at a predetermined date and continue for no more than four (4) months.
- 14.5.2 Leave With Pay: A leave of absence with pay will be granted only when and for the period of time that pregnancy, miscarriage, or childbirth causes the disability of the employee. Disability for service to the District will be determined by the employee and the employee's physician, subject to review by a District-appointed medical examiner. The employee's physician will certify in writing to the District the beginning date and the termination date of the employee's maternity-related disability. Such leaves will be treated the same as leaves for illness, injury, or disability. This temporary disability leave shall not constitute a break in service for meeting conditions of salary-related benefits.
- 14.6 Industrial Accident Leave: Bargaining unit members shall be entitled to an industrial illness or accident leave of absence in accordance with the provisions of Education Code Sections 44043, 44044, 45192, and this Agreement. Such rules and regulations shall include the following:
- 14.6.1 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident.
- 14.6.2 Allowable leave shall not be accumulated from year to year.
- 14.6.3 Industrial accident or illness leave will commence on the first day of absence.

- 14.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day.
- 14.6.5 Industrial accident leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation.
- 14.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- 14.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, s/he shall be entitled to use only as much of her/his accumulated or available sick leave, vacation, or other available leave, as will provide for a full day's wage or salary when added to the worker's compensation award. The District will notify the affected employee ten (10) days prior to the employee using sick leave, vacation, or other available leave, in order to receive a full day's pay.
- 14.6.8 Final allowances for permanent industrial disability settlements shall not be subject to remittance to the District under Section 14.6.7 of this Article.

#### 14.7 Illness or Injury Leave

- 14.7.1 Bargaining unit members employed five (5) days per week with full pay for a twelve-month period shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days the member is not required to render service to the District, with full pay for a fiscal year of service.
- 14.7.2 A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the unit member is employed bears to twelve (12).
- 14.7.3 A unit member employed less than five (5) days per week shall be entitled for a fiscal year of service to that proportion of twelve (12) days of leave of absence for illness or injury as the number of days the unit member is employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 14.7.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 14.7.5 Credit for leave of absence need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a newly-employed unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which s/he may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 14.7.6 Unused sick leave shall accumulate from year to year, without limit. No credit shall be given for periods while the unit member is on unpaid status.
- 14.7.7 Upon prior request from the District, a bargaining unit member may be required to present a medical doctor's certificate to Personnel verifying the need for absence and/or medical authorization to return to work. Medical costs incurred by a unit member in complying herewith shall be paid by the District.

- 14.7.8 In the event an employee is absent from work on account of illness or injury for five consecutive work days or more, employee may be required to submit a physician's statement to Personnel indicating fitness for duty.
- 14.7.9 In order to receive compensation while absent on illness or injury leave, the unit member must register their absence with the automated leave system at least one (1) hour in advance of his/her regular starting time, unless conditions make such notifications impossible. The burden of proof of impossible conditions shall be upon the member. The unit member must register the reason for the leave, and the duration of the leave, and indicate if a substitute is required. When the absence is registered, the automated system will generate a job number, which must then be entered on the Leave Request Form. The unit member shall also notify his/her supervisor in advance of their regular start time, whenever possible.
- 14.7.10 A unit member shall be assumed absent for the duration registered by the unit member in the automated substitute system. If the member plans to return earlier than registered, the unit member must call the system to modify the registered absence not later than twelve (12) hours before the start of the next assignment day, so that a scheduled substitute, if any, can be terminated. If a member fails to notify the system as specified, and both the employee and the substitute report for duty, the substitute, and not the member, shall work and be paid for that day.
- 14.8 Extended Sick Leave: Unit members shall be entitled to 100 days of paid sick leave per school year including days to which entitled under Section 14.7. Subsequent to the exhaustion of all accumulated sick leave, extended sick leave shall be granted to an employee who is absent from his/her position due to an accident or illness which is not covered under Occupational Accident/Injury/Illness Leave and for which paid leave is insufficient for a period of up to 100 days inclusive of paid sick leave. Extended sick leave shall be paid at the rate of fifty percent (50%) of the employee's regular salary. Such paid sick leave shall be exclusive of any paid leave, holiday, or vacation to which the employee may be entitled. Extended sick leave may only be used for the employee's personal illness and may not be used for Personal Necessity. As in the case of full pay sick leave, the bargaining unit member may be required to present a medical doctor's certificate verifying the need for absence and/or medical authorization to return to work. Medical costs incurred by a unit member in complying herewith shall be paid by the District.
- 14.9 Family Care and Medical Leave:
- 14.9.1 A unit member with at least 12 months of paid service with the District who has worked at least 1,250 hours during the 12-months immediately preceding the date on which family care and medical leave would begin, may request such leave for up to 12 workweeks for one of the following reasons:
- a. Because of the birth of a child of the employee;
  - b. Because of the placement of a child with the employee for the employee's adoption or foster care of the child;
  - c. In order to care for an employee's child, parent, or spouse who has a serious health condition;
  - d. Because of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- An employee's family care and medical leave shall not exceed 12 workweeks during any 12-month period. This 12-month period shall coincide with the fiscal (school year) year.

- 14.9.2 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, as long as the child is under 18 years of age or an adult dependent child.
- “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian.
- “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.
- 14.9.3 A unit member who requests leave to care for a child, a spouse, or a parent who has a serious health condition may be required by the District to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring the care, and a statement that the affected individual's condition warrants the participation of a family member to provide care. If additional leave is needed after the time estimated by the health care provider expires, the employee shall provide re-certification in the same manner specified above.
- 14.9.4 If a unit member's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 days before the leave is to begin, the employee must provide 30 days written notice to the Assistant Superintendent, Personnel Services. Where the need for leave becomes known less than 30 days before the leave is to begin, where possible the employee is to give five (5) days written notice. When leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.
- 14.9.5 The District requires a unit member to use any paid accrued time off, other than accrued sick leave, during the family care and medical leave. The District requires the employee to use any accrued sick leave that employee is otherwise eligible to take during family care and medical leave for the employee's own serious health condition.
- 14.9.6 Leave taken for worker's compensation or short-term disability which meets the state or federal requirements relating to a serious health condition will run concurrently with family care and medical leave.
- 14.9.7 All unpaid leave available to employees under this Article will be substituted by the District to be taken by the employee concurrently with the employee's family care and medical leave.
- 14.9.8 Leave taken for disability on account of pregnancy, childbirth, or related medical condition shall be taken pursuant to Government Code Section 12945 and shall be taken in addition to family care and medical leave for a period not to exceed four months. During the employee's pregnancy disability leave, such employee may use any accrued vacation, sick time, or other paid leave.
- 14.9.9 While a unit member is on family care and medical leave, the District shall maintain and pay for the unit member's health coverage at the same level and under the same conditions under which the District would have provided health coverage if the employee had continued working rather than taken a leave. This obligation to make employee contributions commences on the date leave first begins and continues up to a maximum of 12 workweeks in a 12-month period. The District may recover the District's contribution to the employee's health coverage if the employee fails to return from leave for reasons

other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.

- 14.9.10 When both parents are employed by the District, "child rearing" leave connected with the birth, adoption, or foster care of a child shall cumulatively be no greater than 12 workweeks.
- 14.9.11 At the conclusion of the family care and medical leave, the unit member shall be returned to the same position classification held by the employee and at the same geographically approximate worksite the employee worked at prior to the commencement of the leave in the same or comparable position. In some instances, reinstatement to employment in the same or comparable position may be denied to employees who are among the 10 percent of the highest paid employees working for the District.

#### 14.10 Catastrophic Leave Bank:

The District shall establish a classified catastrophic leave bank to which a unit member/employee may donate earned and unused sick leave. This donation is irrevocable and shall be accomplished by the unit member's completion of the Catastrophic Leave Bank donation form. All donations shall be general donations and may not be designated as a donation to any specific member.

14.10.1 Criteria to make Donations: A unit member/employee must meet the following criteria in order to donate to the Catastrophic Leave Bank:

14.10.1.1 The unit member must be a CUSD classified employee;

14.10.1.2 The unit member must have an accumulated sick leave balance equivalent to the entitlement for 2 years plus one day;

14.10.1.3 A unit member may donate up to the equivalent of one day's sick leave, in increments of one hour, per fiscal year.

14.10.2 Qualifications of Recipient: "Catastrophic illness/injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Ed Code 44043.5(a)).

14.10.2.1 To be eligible to withdraw from the catastrophic leave bank the employee must be a bargaining unit member of LIUNA.

14.10.2.2 The maximum usage by any employee for the same catastrophic illness/injury shall not exceed 25 workdays or 50% of the total available Catastrophic Leave Bank, whichever is less.

14.10.2.3 An employee must present written verification of the catastrophic illness/injury to the District. Such verification shall be prepared by a licensed physician.

14.10.3 Procedures: A committee comprised of one representative each from LIUNA and management must determine and certify that employees are eligible for Catastrophic Leave. Persons are eligible who are unable to work due to the severity of their personal catastrophic events. Eligibility is determined only after adequate proof has been provided in accordance with Education Code 44043.5 and pertinent rules and regulations of the District.

14.10.3.1 Donations to the Catastrophic Leave Bank shall be accepted each year during October/November. The District shall distribute forms for sick leave donation

to the Catastrophic Leave Bank not later than October 1st. All donation forms must be submitted to the Assistant Superintendent of Personnel and received by the payroll office no later than November 15th of each school year.

14.10.3.2 In the event the catastrophic leave bank falls below 25 days, the remaining bargaining unit members shall be given another opportunity to donate during the course of any fiscal year as soon as practicably possible. Unit members who previously donated that year are allowed to donate again if they meet the requirements set forth under 14.10.1.2.

14.10.3.3 Exception to the Grievance Clause: The committee's denial of a unit member's request to use of hours from the Catastrophic Leave Bank shall not be subject to the Grievance Procedure.

14.11 Leave balances are available for employees to use anytime during the year when properly approved. If an employee does not complete his/her contract year, leave balances will be reduced for all unearned time, up to and including the last day of service. All earned and unused vacation time shall be paid to the employee.

14.12 If at the conclusion of all sick leave and other leaves granted under these rules the employee is still unable to return to duty, the employee will be placed on a reemployment list for thirty-nine (39) months. At any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds under Education Code Section 45298 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

## **ARTICLE 15 - HEALTH AND WELFARE BENEFITS**

The District agrees to provide the following health and welfare benefits to eligible bargaining unit members, subject to the specified conditions:

15.1 Medical Benefits: The District agrees to provide the following medical benefit plan options for eligible bargaining unit members and their dependents, subject to the specified conditions:

15.1.1 Unit members hired after September 24, 2012 will be limited to selecting an HMO only type medical plan.

15.1.2 Married couples employed by the District who are both entitled to full medical insurance benefits shall have the option to be covered by one (1) family medical insurance benefit plan and receive the amount equal to one half (1/2) of the least expensive medical plan offered by the District.

15.1.2.1 Qualified married couples must select this option annually during the health insurance open enrollment period.

15.1.2.2 Payment of the amount equal to one half (1/2) of the least expensive medical plan offered by the District shall be paid in the June warrant to the spouse electing to relinquish his/her individual coverage for the year.

15.2 Dental Insurance: The District agrees to make available two District-approved dental insurance plans for employees and dependents.



- 15.2.1 Delta Dental DPO Incentive Plan – Maximum benefit per calendar year for dental services is \$1500 per person (\$1700 per person when using preferred providers). Major dental services such as bridge work, partials, and dentures are covered at 50%. Orthodontics excluded.
- 15.2.2 Delta Care/DMO – (Fee-for-Service) dental plan with no annual maximum. Office visits, x-rays and teeth cleaning provided at no charge. Orthodontics partially covered.
- 15.3 Vision Insurance: The District agrees to make available family vision benefits for bargaining unit members, which provides one (1) vision examination per year with a \$25 co-payment, lenses every 12 months, if needed, and frames every 12 months, if needed.
- 15.4 Life Insurance: The District agrees to make available a Level Term Plan in the amount of \$40,000 for bargaining unit members working at least 20 hours per week, with an additional benefit of \$5000 for spouses and dependents six (6) months of age or older.
- 15.5 Unit members working less than eight (8) hours per day will receive a prorated contribution for health, dental, and vision. This provision will not affect employees enrolled prior to January 1, 1984, as long as they have continuous coverage in said plans.
- 15.5.1 Unit members hired after September 24, 2012 will be eligible for health, dental and vision benefits only while working twenty (20) hours per week or more.
- 15.6 Retirees: Upon retirement from PERS, the District agrees to provide medical benefits (health, dental, vision) for retirees who have fifteen (15) years District service. This coverage will continue to age 65 or until the retiree is eligible for Medicare. Premiums paid by the District shall not exceed the cost provided for full-time employees.
- 15.6.1 Unit members hired after September 24, 2012 will be eligible for employee-only retiree benefits upon retirement; dependents of retirees will be eligible to purchase benefits at the prevailing District rate.
- 15.7 Extension of Benefits: Should a unit member die during the term of this agreement, the deceased employee's spouse and dependent children shall continue to be covered under the District's medical insurance plan until the next September 30.
- 15.8 Section 125 Plan: In compliance with Section 125 of the Internal Revenue Code, the District shall provide a Section 125 Plan which includes premium coverage, unreimbursed medical and dependent/child care reimbursement.
- 15.9 Joint Insurance Committee: Up to three members of LIUNA may participate in the District Joint Insurance Committee which shall be responsible for recommendations regarding the selection of a District insurance broker/consultant and for recommending changes in the existing health and welfare benefit plans and carriers. The District and the Association are committed to a continuing effort of securing economical solutions to the health coverage cost escalation and take a shared responsibility for funding and containing the increasing health and welfare costs.
- 15.10 Should the unit member's employment terminate following the last day of the school year and before the commencement of the insured's school year, the unit member shall be entitled to continue paid coverage under the health, dental, vision, and life insurance plans until September 30<sup>th</sup> of the ensuing school year.
- 15.11 Domestic Partners: Qualified domestic partners who have met the legal requirements for domestic partner status shall be entitled to health benefits under the group plan under the same terms and conditions as any other dependent/family member of an employee.

## ARTICLE 16 - HIRING

- 16.1 Short-Term Employees: The District shall notify the Union in writing of any proposed hiring of short-term employees and shall indicate the project for which hired and the probable duration of employment prior to the employment. The Union shall be notified in writing immediately of any transfer or reassignment of such employees to bargaining unit positions. No employee shall fill a short-term position for more than 130 consecutive workdays in any twelve (12) consecutive months. If a short-term position is utilized for more than 130 consecutive workdays, the position shall become a bargaining unit position.
- 16.2 Substitute Employees: A substitute working for more than 130 consecutive workdays in the same position shall be reassigned to a bargaining unit position on the first working day following the completion of the 130th day of service, and such employee shall immediately be subject to the organizational security provisions of this Agreement.
- 16.3 Student Employees: The Board shall not employ any students under any secondary school or college work study program, or in any state or federally-funded work experience program in any position that would directly affect the regular wages or hours of bargaining unit employees.
- 16.4 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

## ARTICLE 17- CLASSIFICATION, RECLASSIFICATION, ABOLITION OF POSITIONS

- 17.1 Placement in Class: Every bargaining unit position shall be placed in a class.
- 17.2 New Positions or Classes of Positions: All newly-created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description(s) describes duties performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit. The Union shall receive prior notification of all position vacancies and new positions, as soon as authorized by the Board.
- 17.3 In order to form greater understanding and communications on position classification matters, the Personnel Advisory Council shall review reclassification requests, reports, recommendations, and new or revised class specifications. This Council will be comprised of six (6) members, three (3) designated by the District, and three (3) designated by the Union. The Union will make every effort to evenly distribute its designees among males, females, representative ethnic groups, classifications, and work sites, with rotated, staggered terms every two (2) years. Membership in the Council will be posted at each work site. The Council will meet monthly and as necessary to make recommendations which will be forwarded to the Union, Personnel Commission, and Board. The Union reserves the right to meet and confer on salary placement for newly-created positions or classes of positions.

## ARTICLE 18 - LAYOFF AND REEMPLOYMENT

- 18.1 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.
- 18.2 Notice of Layoff: The District shall notify both the Union and the affected employees in writing. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the

employee designated for layoff, except as provided for in Article 16. Failure to give written notice under the provisions of this section shall invalidate the layoff.

- 18.3 Reduction in Hours: Any reduction in regularly-assigned time shall be considered a layoff under the following provisions of this Article.
- 18.4 Order of Layoff: Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority shall be laid off first. Seniority shall be based on the date of hire as a regular employee in the class plus higher classes.
- 18.5 Bumping Rights: An employee laid off from his/her present class may bump into the next lowest class for which s/he has had prior service.
- 18.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.
- 18.7 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and, if that be equal, then the determination shall be made by lot.
- 18.8 Reemployment Rights: Laid-off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
- 18.9 Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available. Any employee refusing a "return to position" in former classification or a position with increased assigned time will forfeit all subsequent rights to such positions or assigned time.
- 18.10 Retirement in Lieu of Layoff: Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
- 18.10.1 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 18.8 of this article.
- 18.10.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 18.10.3 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment to that from which laid off shall be deemed to be permanently retired.
- 18.10.4 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this Section.
- 18.11 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Union by the District which shall acquit the District of its notification responsibility.
- 18.12 Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse reemployment within two (2) working days following receipt of the reemployment notice.

If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice.

- 18.13 Improper Layoff: Any employee who is improperly laid off in terms of seniority provisions shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 18.14 A laid-off employee may apply for any open recruitment for which the laid-off employee is qualified. Personnel Commission Rules and Regulations will be applied.
- 18.15 Joint Labor Management Committee: If, during the term of this agreement, the District intends to reorganize, layoff or take any action that results in a reduction in hours, salary or benefits to bargaining unit employees, the Union and District shall immediately schedule a meeting of a JLMC in order to:
- Review the proposed action;
  - Recommend options to minimize the negative affects on bargaining unit employees.

It is the intent of the parties that this JLMC will meet prior to public notice, recommendation of action to the Board or notification of employees.

## **ARTICLE 19 - DISCIPLINARY ACTION**

- 19.1 Rules for suspension without pay, demotion, reduction of pay step in class, and dismissal of an employee are set forth in the Education Code and Personnel Commission Rules & Regulations, copies of which are available to all employees through the Personnel Commission.
- 19.2 Generally, discipline will be imposed on a progressive basis, i.e. oral and/or written reprimand, suspension, and dismissal. Where appropriate, consideration may be given to demotion and/or reduction of pay step in class, in lieu of dismissal. This progressive guideline shall not apply where particular disciplinary action is mandated by law, the violation is serious, or where corrective measures could not be expected to have much effect.
- 19.3 Emergency Suspension: The Union and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If an employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee without pay for three (3) days.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.1 Definition of Terms
- 20.1.1 A “grievance” is an allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the specific provision(s) of this Agreement.
- 20.1.2 A “grievant” is an individual employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance.
- 20.1.3 An “immediate supervisor” is the person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the employee.
- 20.2 Procedures
- 20.2.1 Informal Level: Before filing a grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

20.2.2 Formal Level: Before filing a formal grievance, the Union should attempt to resolve the grievance with the grievant's immediate supervisor.

20.2.2.1 Level One: The Union must present the grievance on the prescribed District form to the grievant's immediate supervisor within ten (10) days after the occurrence or omission when the grievant knew, or should have known, of the circumstances which formed the basis of the grievance. The form shall include:

- a. a statement of the Grievance;
- b. the specific section of the contract allegedly violated, misapplied, or misinterpreted; and
- c. the remedy sought by the employee to resolve the grievance.

An informal conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance or within ten (10) days after the informal conference. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

20.2.2.2 Level Two: In the event the grievant is not satisfied with the decision at Level One, s/he may appeal the decision to the Assistant Superintendent, Personnel Services within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

A conference shall be held within the stated time limits at the written request of either the grievant or the Assistant Superintendent, Personnel Services.

The Assistant Superintendent, Personnel Services shall communicate a decision to the grievant in writing within ten (10) days after receiving the appeal. If the Assistant Superintendent, Personnel Services does not respond within the time limits, the grievant may appeal to the next level.

If the grievance involved alleged District-wide violation, misapplication, or misinterpretation of this Agreement, the grievance may be filed by an authorized representative of the Union at Level Two.

20.2.2.3 Level Three - Superintendent or Designee: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) working days after presentation of the grievance in writing, the grievant may forward the written grievance to the Superintendent or his/her designee within fifteen (15) working days after the decision at Level Two would have been completed.

The grievant shall have the opportunity, if requested, to meet with the Superintendent or his/her designee to present oral arguments with reference to the grievance that is being processed.

Within fifteen (15) working days after receipt of the written grievance, the Superintendent or his/her designee shall render a written decision to the grievant. If the Superintendent does not respond within the time limits, the Union may submit the grievance to advisory arbitration.

- 20.2.2.4 Arbitration: A grievance which is not settled at Level Three and which the Union desires to contest further shall be submitted to advisory arbitration, as provided herein. It is expressly understood that the only matters which are subject to advisory arbitration are grievances, as defined above, which were processed and handled within the limitations and procedures of this article. Processing and discussing the merits of an alleged grievance by the District prior to Level Three shall not constitute a waiver by the District of a defense that the dispute is not grievable.
- 20.2.2.5 Selection of Arbitrator: The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the California State Conciliation and Mediation Service to supply a panel of five names of public sector persons experienced in public sector arbitration. Each party shall alternately strike names until only one name remains. The remaining name shall be the arbitrator. The order of the striking shall be determined by lot. If the arbitrator selected indicates that s/he will not be available for hearing within a reasonable time not exceeding forty-five (45) calendar days, the parties shall proceed to select another arbitrator.
- 20.2.2.6 Limitation Upon Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and upon arguments presented in briefs.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by 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 interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall s/he consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties, as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award merely because in his/her opinion such decision or award is fair or equitable.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the ten (10) day period specified in Level Two of the Grievance Procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will, in good faith, endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

- 20.2.2.7 Arbitrator's Decision, Board Review: The decision of the arbitrator, within the limits herein prescribed, shall be in the form of a recommendation to the Board.

If neither party files a request to the Board to undertake review of the advisory decision within the ten (10) working days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board and accepted by the Board, it shall then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within thirty (30) working days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

In a case where the arbitrator's award sustains the grievant but the Board subsequently fails to accept such recommendation and instead modifies or reverses the arbitrator's decision and the grievant later files a judicial action against the District for breach of Agreement, the District shall not assert as a defense the grievant's utilization of the grievance and arbitration procedure as the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure described above is to be the Union's and a unit member's final remedy for any claimed breach of this Agreement.

### 20.3 Miscellaneous

- 20.3.1 Expenses: All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.
- 20.3.2 Failure to Meet Time Limits: Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt, in good faith, to adjust time limit problems which occur above Level One, as a result of the summer recess.
- 20.3.3 Union Representation: The grievant shall be entitled, upon written request, to representation by the Union at all grievance meetings beyond the informal level. In situations where the Union has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.
- 20.3.4 Reasonable Release Time: Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District Office, the Board shall provide release time with no loss of pay to one authorized representative of the Union so that the session can be accommodated within such business hours. The reasonable release time described herein shall be subject to the limitation of this Agreement.
- 20.3.5 Confidentiality: In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through advisory arbitration, neither the grievant, nor the Union, nor the District shall make public either the grievance or evidence regarding the grievance.
- 20.3.6 No Reprisal: There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

20.3.7 Grievance Files: The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

## **ARTICLE 21 - SAFETY**

- 21.1 The District shall, within the limitation of its financial capabilities and judgment, provide bargaining unit employees with safe working conditions. The District shall attempt to comply with CAL-OSHA regulations within the general industry and construction industry (where applicable) standards.
- 21.2 All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe/unhealthful practices, equipment, or conditions, and to report any such unsafe/unhealthful practices, equipment, or conditions to their immediate supervisor. Reasonable efforts shall be made to correct unsafe/ unhealthful practices, equipment, or conditions, as determined by the District Safety Committee. A Safety Committee shall be comprised of two (2) members appointed by the District and two (2) members appointed by the Union. The committee shall meet on District time on an as needed basis, but at least bimonthly.
- 21.3 Bargaining unit members may use such force as is reasonable under the circumstances to protect himself/herself from attack, to protect another school-related person or District property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 21.4 The employee and his/her supervisor shall report to the appropriate law enforcement authorities any incident in which a District employee is attacked, assaulted, or threatened by any pupil. Failure to make such a report is a misdemeanor.
- 21.5 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by the employee to his/her immediate supervisor. The employee shall notify the District, relating the violations described herein, and shall complete required reports as is practical.
- 21.6 An employee has the right to recommend disciplinary action regarding student conduct to the appropriate supervisor.
- 21.7 Safety "tailgate" meetings for Grounds and Maintenance employees shall be held on a monthly basis. Notes on these meetings will be kept on file by CUSD, and will be available upon request for review by LIUNA.

## **ARTICLE 22 - TRAINING / PROFESSIONAL DEVELOPMENT**

- 22.1 Inservice Training: The District and the Union recognize the value of maintaining and developing employee skills appropriate to the position held.
- 22.2 One (1) day per year (Semester Break Day) will be designated by the District for purposes of professional development. Semester break day is a work day to be used for professional growth. Employees who participate in professional development opportunities as provided by the District, will utilize a sign-in roster to verify their attendance at classes and in-service offerings. Employees will be in paid status for their regular work day, provided they participate in verifiable professional development activities. For employees who do not participate in professional development opportunities, the following leave must be taken in the order listed: comp time, floating holiday, vacation, or unpaid.
- 22.3 District-required training for permanent employees will be paid by the District.



- 22.3.1 Required CPR and First Aid Training: Shall be provided annually by the District. If an employee whose position requires maintenance of certification elects not to participate in the District provided training, the employee shall be responsible to obtain certification at his/her own expense.
- 22.3.2 Blood-born pathogen training will be provided to all classified employees annually, who are occupationally exposed to blood or other potentially infectious materials.
- 22.4 Professional Development Reimbursement Incentive Program: A permanent employee who takes classes/courses that may increase skills or otherwise enhance her/his employment with the District may request to participate in the Professional Development Reimbursement Incentive Program.
  - 22.4.1 Participation Criteria:
    - 22.4.1.1 Participant must be a permanent employee on or before the first day of the class/course.
    - 22.4.1.2 Participant must demonstrate the desired coursework satisfies one of the criteria in Criteria for Course Approval.
  - 22.4.2 Application Procedure:
    - 22.4.2.1 Fill out the Course Approval form for the Professional Development Reimbursement Incentive Program.
    - 22.4.2.2 Return completed application to Assistant Superintendent at least 90 days prior to the start of class/course.
    - 22.4.2.3 Receive the approval of the Assistant Superintendent of Personnel based upon the criteria outlined in Criteria for Course Approval.
  - 22.4.3 Criteria for Course Approval:
    - 22.4.3.1 Courses which directly relate to the applicants current position.
    - 22.4.3.2 Courses which may prepare the employee for other positions/jobs within the District.
    - 22.4.3.3 Courses which may otherwise enhance the service potential of the employee.
  - 22.4.4 Reimbursement Criteria:
    - 22.4.4.1 Reimbursement is limited to a maximum of \$350 per employee per fiscal year (July 1-June 30).
    - 22.4.4.2 Reimbursements by the District shall be limited to a maximum of \$5,000 per fiscal year.
    - 22.4.4.3 Reimbursement shall be limited to the actual cost of tuition and/or books.
    - 22.4.4.4 The employee shall pay the first \$50.00 (co-payment) of the cost of books and/or tuition.
    - 22.4.4.5 The employee shall submit evidence of successful completion of the approved course along with the original receipts.
    - 22.4.4.6 An employee may be approved for more than one class/course per year up to the maximum annual reimbursement of \$350 per employee per fiscal year (July 1-June 30).
    - 22.4.4.7 An employee whose class/course is approved after the fund cap of \$5,000 per fiscal year has been reached shall be the first to be reimbursed in the next fiscal year.

- 22.5 Professional Development Committee: The parties agree to form a standing committee of three representatives each to study and make recommendations for additional professional development programs or expanding existing programs. At a minimum, recommendations will include expenditure of paragraph 22.4.4.2 funds not spent in previous years (beginning 2000-01), but in no event shall this fund balance exceed \$10,000. It is expressly understood that committee recommendations will be subject to District approval.

## **ARTICLE 23 - CONTRACTING AND BARGAINING UNIT WORK**

- 23.1 Notice to the Union: No contract for services which might affect the wages, hours, transfer, or reassignment of employees in the bargaining unit shall be let prior to a meeting with the Union representative to discuss the contract.

## **ARTICLE 24 - TRANSPORTATION**

- 24.1 District Bus Drivers: Subject to the needs of the District, the current school bus drivers will be employed by the District. Should any of these positions be vacated by a District employee, the District position will be eliminated at that time.
- 24.2 Effect: This article supersedes and replaces any and all side letters on the same subject previously executed by the parties.
- 24.3 Licenses: Bus driver license renewal must be unrestricted, unless mutually agreed otherwise. Drivers will be provided opportunity for all training necessary to meet/renew required licenses.
- 24.4 Bus Routes: The District will establish and alter routes, as it determines necessary.
- 24.5 Assignments of Bus Routes:
- 24.5.1 At the beginning of the school year, bus drivers will bid for established routes according to District-wide hire date (“seniority”). Insofar as practicable and subject to routes being altered to meet the transportation requirements of students, a bid and assigned route will be effective for the school year. Drivers having the same hire date will have their place on the seniority list determined by lot. It is intended that established and altered routes will be 8 hours per school day and will be reasonably consistent from school day to school day so as to best meet the transportation requirements of individual students and groups of students, as determined by the District.
- 24.5.2 Drivers may bid for buses to be driven on routes from the available fleet of buses.
- 24.5.3 If a driver is absent for forty (40) continuous working days and the District does not know definitely when the driver will return, the route of the absent driver will be offered temporarily to the other drivers. When the absent driver returns to work, the driver who agreed to be assigned temporarily to the route shall return to her/his original assignment.
- 24.5.4 Students will be added to a driver’s route as long as the alteration will not cause the driver to exceed eight (8) work hours in a day.
- 24.6 Field Trips:
- 24.6.1 All field trips shall first be offered to school bus drivers who will not have to be pulled off regular routes where pick-up and delivery of students would be interrupted.
- 24.6.2 Drivers who wish to drive field trips must sign up for extra assignment/overtime at the beginning of the school year. Extra assignment/overtime work on weekends and/or holidays will be offered on a rotation basis by seniority. Every offer of a field trip, whether accepted

or passed, is considered a trip for the purpose of rotation. Excluded from the rotation are short trips, mid-day trips or mass moves of a large number of students; assignments in these instances will be made available to all drivers.

24.6.3 Once an assignment is assigned/approved, no driver will be permitted to bump another trip if the assigned trip is cancelled.

24.6.4 Drivers who have field trips cancelled without prior notice will be paid for the minimum call in time, as specified in Article 9.9 at the appropriate rate of pay.

24.7 Summer Work: A driver who is interested in summer work shall notify his/her Supervisor, in writing by March 31.

## **ARTICLE 25 - SEVERABILITY**

25.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority, other than the Board, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## **ARTICLE 26 - DISCRIMINATION**

26.1 The District and LIUNA shall not discriminate against unit members in the administration of this Agreement on the basis of age, race, creed, color, religion, national origin or ancestry, sex, sexual orientation, domicile, marital status, political affiliation, physical or mental disability, medical condition including genetic characteristics, membership in the Union, or participation in the activities of a Union, or any other basis prohibited by law.

26.2 Any alleged violation of this Article will not be subject to the grievance provisions of Article 20 and will be handled immediately by the Superintendent or Superintendent's designee.

26.3 A unit member who believes he/she has been the victim of discrimination by the District or a District employee in violation of Section 25.1 is encouraged to attempt resolution of the alleged violation at the appropriate administrative level, or with the Superintendent or designee.

## **ARTICLE 27 - NEGOTIATIONS**

27.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than sixty (60) nor more than ninety (90) days prior to the termination date set forth under Article 27, provide written notice and a proposal to the other party of said desire and nature of the amendments and cause the public notice provisions of law to be fulfilled.

27.2 Commencement of Negotiations: Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually-acceptable time and place for the purpose of considering changes in this Agreement.

27.3 Release Time for Negotiations: The Union shall have the right to designate five (5) employees who shall be given reasonable release time without loss of pay to participate in negotiations.

27.4 Completion of Negotiations: The Union acknowledges that during the negotiations which preceded this Agreement, the Union has the unlimited right and opportunity to make demands and proposals

with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete agreement of both parties.

The Union and the District mutually agree that for the life of the Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters.

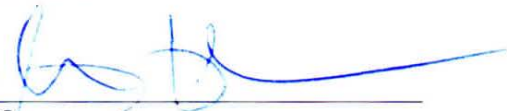
27.5 Multi-Year Reopener: The parties agree to reopen negotiations on wages and benefits no later than thirty (30) days after the adoption of the State Budget. The parties may re-open two articles each, selected by each party. Within thirty (30) days after the adoption of the State Budget, the Association shall provide written notice and amendment proposals to the District. The District will cause the public notice provisions of the law to be fulfilled and make its response. Negotiations will then proceed in accord with Section 26.2. It is the intent of the parties to conclude negotiations on wages and benefits prior to September 30 during the life of this agreement.

### ARTICLE 28 - DURATION

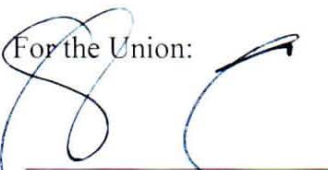
28.1 This Agreement shall be in effect for two (2) years, July 1, 2014 – June 30, 2016.

Signed and entered into this 20th day of August 2015.

For the District:

  
\_\_\_\_\_  
Rick Grove  
Assistant Superintendent, Personnel Services

For the Union:

  
\_\_\_\_\_  
Stephen Switzer  
LIUNA Local 777

  
\_\_\_\_\_  
Heather Gearing  
LIUNA Chapter President

CARLSBAD UNIFIED SCHOOL DISTRICT  
CLASSIFIED ANNUAL SALARY SCHEDULE  
EFFECTIVE JULY 1, 2014  
ANNUAL RATE - FOR 12 MONTH, 8 HPD POSITION

| 3%<br>Increase | STEP<br>(Yrs of<br>Service) |          |          |          |          |          |          |          |  |
|----------------|-----------------------------|----------|----------|----------|----------|----------|----------|----------|--|
| RANGE          | 1                           | 2        | 3        | 4        | 5-9      | 10 - 14  | 15 - 19  | 20       |  |
| 1              | 23114.36                    | 24270.09 | 25483.58 | 26757.75 | 28095.65 | 29500.43 | 30975.45 | 32524.23 |  |
| 2              | 23692.23                    | 24876.83 | 26120.68 | 27426.71 | 28798.04 | 30237.94 | 31749.84 | 33337.33 |  |
| 3              | 24284.52                    | 25498.75 | 26773.69 | 28112.38 | 29518.00 | 30993.89 | 32543.58 | 34170.77 |  |
| 4              | 24891.63                    | 26136.22 | 27443.03 | 28815.18 | 30255.94 | 31768.73 | 33357.18 | 35025.03 |  |
| 5              | 25513.92                    | 26789.62 | 28129.11 | 29535.56 | 31012.33 | 32562.96 | 34191.10 | 35900.65 |  |
| 6              | 26151.78                    | 27459.36 | 28832.34 | 30273.95 | 31787.65 | 33377.03 | 35045.87 | 36798.17 |  |
| 7              | 26805.57                    | 28145.84 | 29553.14 | 31030.80 | 32582.34 | 34211.46 | 35922.03 | 37718.13 |  |
| 8              | 27475.70                    | 28849.50 | 30291.97 | 31806.57 | 33396.90 | 35066.74 | 36820.07 | 38661.08 |  |
| 9              | 28162.60                    | 29570.73 | 31049.27 | 32601.74 | 34231.81 | 35943.41 | 37740.58 | 39627.60 |  |
| 10             | 28866.67                    | 30310.00 | 31825.51 | 33416.79 | 35087.61 | 36841.99 | 38684.09 | 40618.30 |  |
| 11             | 29588.34                    | 31067.75 | 32621.14 | 34252.20 | 35964.81 | 37763.05 | 39651.20 | 41633.75 |  |
| 12             | 30328.04                    | 31844.44 | 33436.66 | 35108.50 | 36863.92 | 38707.12 | 40642.47 | 42674.60 |  |
| 13             | 31086.25                    | 32640.56 | 34272.59 | 35986.21 | 37785.52 | 39674.80 | 41658.55 | 43741.47 |  |
| 14             | 31863.40                    | 33456.56 | 35129.40 | 36885.87 | 38730.16 | 40666.68 | 42700.01 | 44835.00 |  |
| 15             | 32659.99                    | 34292.99 | 36007.64 | 37808.02 | 39698.42 | 41683.34 | 43767.50 | 45955.87 |  |
| 16             | 33476.48                    | 35150.32 | 36907.83 | 38753.22 | 40690.87 | 42725.41 | 44861.68 | 47104.77 |  |
| 17             | 34313.40                    | 36029.07 | 37830.52 | 39722.05 | 41708.15 | 43793.55 | 45983.24 | 48282.39 |  |
| 18             | 35171.24                    | 36929.80 | 38776.28 | 40715.10 | 42750.85 | 44888.40 | 47132.82 | 49489.46 |  |
| 19             | 36050.51                    | 37853.04 | 39745.68 | 41732.97 | 43819.63 | 46010.61 | 48311.14 | 50726.69 |  |
| 20             | 36951.78                    | 38799.36 | 40739.33 | 42776.29 | 44915.11 | 47160.87 | 49518.91 | 51994.85 |  |
| 21             | 37875.57                    | 39769.34 | 41757.81 | 43845.70 | 46037.99 | 48339.89 | 50756.89 | 53294.72 |  |
| 22             | 38822.46                    | 40763.58 | 42801.75 | 44941.85 | 47188.94 | 49548.39 | 52025.81 | 54627.10 |  |
| 23             | 39793.02                    | 41782.67 | 43871.80 | 46065.39 | 48368.66 | 50787.10 | 53326.45 | 55992.78 |  |
| 24             | 40787.85                    | 42827.24 | 44968.61 | 47217.03 | 49577.89 | 52056.78 | 54659.62 | 57392.59 |  |
| 25             | 41807.55                    | 43897.92 | 46092.82 | 48397.46 | 50817.33 | 53358.19 | 56026.11 | 58827.40 |  |
| 26             | 42852.73                    | 44995.37 | 47245.13 | 49607.39 | 52087.76 | 54692.15 | 57426.75 | 60298.10 |  |
| 27             | 43924.05                    | 46120.25 | 48426.26 | 50847.58 | 53389.95 | 56059.45 | 58862.42 | 61805.54 |  |
| 28             | 45022.15                    | 47273.26 | 49636.93 | 52118.76 | 54724.70 | 57460.94 | 60333.99 | 63350.69 |  |
| 29             | 46147.71                    | 48455.09 | 50877.85 | 53421.73 | 56092.82 | 58897.47 | 61842.33 | 64934.46 |  |
| 30             | 47301.39                    | 49666.47 | 52149.80 | 54757.28 | 57495.14 | 60369.90 | 63388.39 | 66557.81 |  |
| 31             | 48483.92                    | 50908.12 | 53453.53 | 56126.20 | 58932.52 | 61879.15 | 64973.10 | 68221.76 |  |
| 32             | 49696.03                    | 52180.83 | 54789.87 | 57529.36 | 60405.83 | 63426.12 | 66597.43 | 69927.31 |  |
| 33             | 50938.42                    | 53485.35 | 56159.62 | 58967.60 | 61915.98 | 65011.79 | 68262.37 | 71675.49 |  |
| 34             | 52211.89                    | 54822.48 | 57563.61 | 60441.79 | 63463.87 | 66637.07 | 69968.92 | 73467.37 |  |
| 35             | 53517.18                    | 56193.05 | 59002.70 | 61952.83 | 65050.47 | 68303.00 | 71718.15 | 75304.05 |  |
| 36             | 54855.12                    | 57597.88 | 60477.76 | 63501.65 | 66676.74 | 70010.57 | 73511.10 | 77186.66 |  |
| 37             | 56226.50                    | 59037.82 | 61989.72 | 65089.19 | 68343.65 | 71760.83 | 75348.88 | 79116.32 |  |
| 38             | 57632.15                    | 60513.77 | 63539.45 | 66716.43 | 70052.25 | 73554.87 | 77232.59 | 81094.23 |  |
| 39             | 59072.96                    | 62026.61 | 65127.94 | 68384.33 | 71803.55 | 75393.72 | 79163.41 | 83121.59 |  |
| 40             | 60549.79                    | 63577.28 | 66756.13 | 70093.94 | 73598.64 | 77278.57 | 81142.50 | 85199.62 |  |

CARLSBAD UNIFIED SCHOOL DISTRICT  
CLASSIFIED ANNUAL SALARY SCHEDULE  
EFFECTIVE JULY 1, 2015

ANNUAL RATE - FOR 12 MONTH, 8 HPD POSITION

| 3.5%<br>Increas<br>e | STEP<br>(Yrs of Service) | Approved 8/19/15 |           |           |           |           |           |           |           |
|----------------------|--------------------------|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                      |                          | RANGE            | 1         | 2         | 3         | 4         | 5-9       | 10 - 14   | 15 - 19   |
| 1                    |                          | 23,923.36        | 25,119.54 | 26,375.51 | 27,694.27 | 29,079.00 | 30,532.95 | 32,059.59 | 33,662.58 |
| 2                    |                          | 24,521.46        | 25,747.52 | 27,034.90 | 28,386.64 | 29,805.97 | 31,296.27 | 32,861.08 | 34,504.14 |
| 3                    |                          | 25,134.48        | 26,391.21 | 27,710.77 | 29,096.31 | 30,551.13 | 32,078.68 | 33,682.61 | 35,366.75 |
| 4                    |                          | 25,762.84        | 27,050.99 | 28,403.54 | 29,823.71 | 31,314.90 | 32,880.64 | 34,524.68 | 36,250.91 |
| 5                    |                          | 26,406.91        | 27,727.26 | 29,113.63 | 30,569.30 | 32,097.76 | 33,702.66 | 35,387.79 | 37,157.17 |
| 6                    |                          | 27,067.09        | 28,420.44 | 29,841.47 | 31,333.54 | 32,900.22 | 34,545.23 | 36,272.48 | 38,086.11 |
| 7                    |                          | 27,743.76        | 29,130.94 | 30,587.50 | 32,116.88 | 33,722.72 | 35,408.86 | 37,179.30 | 39,038.26 |
| 8                    |                          | 28,437.35        | 29,859.23 | 31,352.19 | 32,919.80 | 34,565.79 | 36,294.08 | 38,108.78 | 40,014.22 |
| 9                    |                          | 29,148.29        | 30,605.71 | 32,135.99 | 33,742.80 | 35,429.92 | 37,201.43 | 39,061.50 | 41,014.57 |
| 10                   |                          | 29,877.00        | 31,370.85 | 32,939.40 | 34,586.38 | 36,315.68 | 38,131.46 | 40,038.03 | 42,039.94 |
| 11                   |                          | 30,623.93        | 32,155.12 | 33,762.88 | 35,451.03 | 37,223.58 | 39,084.76 | 41,038.99 | 43,090.93 |
| 12                   |                          | 31,389.52        | 32,959.00 | 34,606.94 | 36,337.30 | 38,154.16 | 40,061.87 | 42,064.96 | 44,168.21 |
| 13                   |                          | 32,174.27        | 33,782.98 | 35,472.13 | 37,245.73 | 39,108.01 | 41,063.42 | 43,116.60 | 45,272.42 |
| 14                   |                          | 32,978.62        | 34,627.54 | 36,358.93 | 38,176.88 | 40,085.72 | 42,090.01 | 44,194.51 | 46,404.23 |
| 15                   |                          | 33,803.09        | 35,493.24 | 37,267.91 | 39,131.30 | 41,087.86 | 43,142.26 | 45,299.36 | 47,564.33 |
| 16                   |                          | 34,648.16        | 36,380.58 | 38,199.60 | 40,109.58 | 42,115.05 | 44,220.80 | 46,431.84 | 48,753.44 |
| 17                   |                          | 35,514.37        | 37,290.09 | 39,154.59 | 41,112.32 | 43,167.94 | 45,326.32 | 47,592.65 | 49,972.27 |
| 18                   |                          | 36,402.23        | 38,222.34 | 40,133.45 | 42,140.13 | 44,247.13 | 46,459.49 | 48,782.47 | 51,221.59 |
| 19                   |                          | 37,312.28        | 39,177.90 | 41,136.78 | 43,193.62 | 45,353.32 | 47,620.98 | 50,002.03 | 52,502.12 |
| 20                   |                          | 38,245.09        | 40,157.34 | 42,165.21 | 44,273.46 | 46,487.14 | 48,811.50 | 51,252.07 | 53,814.67 |
| 21                   |                          | 39,201.21        | 41,161.27 | 43,219.33 | 45,380.30 | 47,649.32 | 50,031.79 | 52,533.38 | 55,160.04 |
| 22                   |                          | 40,181.25        | 42,190.31 | 44,299.81 | 46,514.81 | 48,840.55 | 51,282.58 | 53,846.71 | 56,539.05 |
| 23                   |                          | 41,185.78        | 43,245.06 | 45,407.31 | 47,677.68 | 50,061.56 | 52,564.65 | 55,192.88 | 57,952.53 |
| 24                   |                          | 42,215.42        | 44,326.19 | 46,542.51 | 48,869.63 | 51,313.12 | 53,878.77 | 56,572.71 | 59,401.33 |
| 25                   |                          | 43,270.81        | 45,434.35 | 47,706.07 | 50,091.37 | 52,595.94 | 55,225.73 | 57,987.02 | 60,886.36 |
| 26                   |                          | 44,352.58        | 46,570.21 | 48,898.71 | 51,343.65 | 53,910.83 | 56,606.38 | 59,436.69 | 62,408.53 |
| 27                   |                          | 45,461.39        | 47,734.46 | 50,121.18 | 52,627.25 | 55,258.60 | 58,021.53 | 60,922.60 | 63,968.73 |
| 28                   |                          | 46,597.93        | 48,927.82 | 51,374.22 | 53,942.92 | 56,640.06 | 59,472.07 | 62,445.67 | 65,567.96 |
| 29                   |                          | 47,762.88        | 50,151.02 | 52,658.57 | 55,291.49 | 58,056.07 | 60,958.88 | 64,006.81 | 67,207.17 |
| 30                   |                          | 48,956.94        | 51,404.80 | 53,975.04 | 56,673.78 | 59,507.47 | 62,482.85 | 65,606.98 | 68,887.33 |
| 31                   |                          | 50,180.86        | 52,689.90 | 55,324.40 | 58,090.62 | 60,995.16 | 64,044.92 | 67,247.16 | 70,609.52 |
| 32                   |                          | 51,435.39        | 54,007.16 | 56,707.52 | 59,542.89 | 62,520.03 | 65,646.03 | 68,928.34 | 72,374.77 |
| 33                   |                          | 52,721.26        | 55,357.34 | 58,125.21 | 61,031.47 | 64,083.04 | 67,287.20 | 70,651.55 | 74,184.13 |
| 34                   |                          | 54,039.31        | 56,741.27 | 59,578.34 | 62,557.25 | 65,685.11 | 68,969.37 | 72,417.83 | 76,038.73 |
| 35                   |                          | 55,390.28        | 58,159.81 | 61,067.79 | 64,121.18 | 67,327.24 | 70,693.61 | 74,228.29 | 77,939.69 |
| 36                   |                          | 56,775.05        | 59,613.81 | 62,594.48 | 65,724.21 | 69,010.43 | 72,460.94 | 76,083.99 | 79,888.19 |
| 37                   |                          | 58,194.43        | 61,104.14 | 64,159.36 | 67,367.31 | 70,735.68 | 74,272.46 | 77,986.09 | 81,885.39 |
| 38                   |                          | 59,649.28        | 62,631.75 | 65,763.33 | 69,051.51 | 72,504.08 | 76,129.29 | 79,935.73 | 83,932.53 |
| 39                   |                          | 61,140.51        | 64,197.54 | 67,407.42 | 70,777.78 | 74,316.67 | 78,032.50 | 81,934.13 | 86,030.85 |
| 40                   |                          | 62,669.03        | 65,802.48 | 69,092.59 | 72,547.23 | 76,174.59 | 79,983.32 | 83,982.49 | 88,181.61 |

CARLSBAD UNIFIED SCHOOL DISTRICT  
CLASSIFIED HOURLY SALARY SCHEDULE  
Effective July 1, 2015

| Rng | Job Title                                       | 1     | 2     | 3     | 4     | 5 to 9 | 10 to 14 | 15 to 19 | 20 +  |
|-----|---|-------|-------|-------|-------|--------|----------|----------|-------|
| 7   | Nutrition Services Assistant                    | 13.34 | 13.99 | 14.70 | 15.44 | 16.22  | 17.03    | 17.87    | 18.76 |
| 13  | Instructional Asst. - Computer Lab              | 15.47 | 16.24 | 17.06 | 17.91 | 18.80  | 19.75    | 20.73    | 21.76 |
|     | Instructional Asst. - Special Ed                |       |       |       |       |        |          |          |       |
|     | Instruct Asst. - SpEd/Mod-Severe                |       |       |       |       |        |          |          |       |
|     | Nutrition Services Lead I                       |       |       |       |       |        |          |          |       |
|     | Campus Safety Assistant                         |       |       |       |       |        |          |          |       |
|     | Office Assistant                                |       |       |       |       |        |          |          |       |
|     | School Office Assistant<br>Production Assistant |       |       |       |       |        |          |          |       |
| 14  | Custodian                                       | 15.86 | 16.64 | 17.48 | 18.36 | 19.27  | 20.23    | 21.25    | 22.31 |
| 15  | Nutrition Service Lead II                       | 16.25 | 17.07 | 17.93 | 18.81 | 19.76  | 20.74    | 21.77    | 22.86 |
|     | Instruct Asst. - SpEd/Behavioral Int.           |       |       |       |       |        |          |          |       |
|     | Instruct Asst. - SpEd/Visual Impairmt.          |       |       |       |       |        |          |          |       |
| 16  | Attendance Assistant                            | 16.66 | 17.49 | 18.37 | 19.28 | 20.24  | 21.26    | 22.32    | 23.44 |
|     | Theater Operations Assistant                    |       |       |       |       |        |          |          |       |
| 17  | Nut. Services Lead - Central Kitchen            | 17.08 | 17.94 | 18.82 | 19.77 | 20.76  | 21.80    | 22.89    | 24.03 |
| 18  | Grounds Maintenance Worker                      | 17.50 | 18.38 | 19.30 | 20.25 | 21.27  | 22.34    | 23.45    | 24.62 |
|     | Lead Custodian I                                |       |       |       |       |        |          |          |       |
|     | School Bus Driver                               |       |       |       |       |        |          |          |       |
|     | Warehouse Worker/Delivery Driver                |       |       |       |       |        |          |          |       |
|     | Workability I Coordinator                       |       |       |       |       |        |          |          |       |
| 19  | Guidance Technician I                           | 17.95 | 18.83 | 19.78 | 20.77 | 21.81  | 22.90    | 24.04    | 25.24 |
|     | Health Technician                               |       |       |       |       |        |          |          |       |
|     | Library Media Technician                        |       |       |       |       |        |          |          |       |
|     | Student Data Technician                         |       |       |       |       |        |          |          |       |
| 20  | Lead Custodian II                               | 18.39 | 19.30 | 20.27 | 21.28 | 22.35  | 23.46    | 24.63    | 25.88 |
|     | Lead Grounds Maintenance Worker                 |       |       |       |       |        |          |          |       |
| 21  | Accounting Technician                           | 18.84 | 19.79 | 20.78 | 21.83 | 22.91  | 24.06    | 25.25    | 26.52 |
|     | Guidance Technician II                          |       |       |       |       |        |          |          |       |
|     | ASB Accounting Technician                       |       |       |       |       |        |          |          |       |
| 22  | Administrative Assistant                        | 19.31 | 20.28 | 21.30 | 22.37 | 23.47  | 24.64    | 25.90    | 27.19 |
|     | Lead Custodian III                              |       |       |       |       |        |          |          |       |
|     | Registrar                                       |       |       |       |       |        |          |          |       |
|     | School Admin. Asst.-Asst. Principal             |       |       |       |       |        |          |          |       |
|     | School Admin. Asst. Elementary                  |       |       |       |       |        |          |          |       |
| 23  | School Admin. Asst.-Secondary                   | 19.80 | 20.79 | 21.84 | 22.94 | 24.07  | 25.27    | 26.55    | 27.85 |
| 24  | Printing Technician                             | 20.29 | 21.31 | 22.38 | 23.49 | 24.67  | 25.91    | 27.20    | 28.56 |
| 25  | Ld. Warehouse Wkr/Delivery Driver               | 20.81 | 21.85 | 22.95 | 24.08 | 25.29  | 26.56    | 27.88    | 29.27 |
|     | Workers Comp/Benefits Tech.                     |       |       |       |       |        |          |          |       |
| 26  | Executive Assistant                             | 21.32 | 22.39 | 23.50 | 24.68 | 25.92  | 27.21    | 28.57    | 30.02 |
|     | HR Analyst-Certificated                         |       |       |       |       |        |          |          |       |
|     | HR Analyst-Classified                           |       |       |       |       |        |          |          |       |
|     | Payroll Technician                              |       |       |       |       |        |          |          |       |
|     | Theater Operations Technican                    |       |       |       |       |        |          |          |       |
| 27  | Buyer   | 21.87 | 22.96 | 24.11 | 25.30 | 26.57  | 27.89    | 29.29    | 30.76 |
| 28  | Computer Technician                             | 22.40 | 23.52 | 24.70 | 25.94 | 27.23  | 28.60    | 30.03    | 31.53 |
|     | Skilled Maintenance Worker Series               |       |       |       |       |        |          |          |       |
|     | Student Services Specialist                     |       |       |       |       |        |          |          |       |
|     | Web Developer                                   |       |       |       |       |        |          |          |       |
| 29  | Athletic Trainer                                | 22.97 | 24.12 | 25.32 | 26.59 | 27.91  | 29.31    | 30.78    | 32.31 |
|     | Lead Payroll Technician                         |       |       |       |       |        |          |          |       |
|     | Senior Buyer                                    |       |       |       |       |        |          |          |       |
| 30  | Accountant                                      | 23.54 | 24.73 | 25.95 | 27.24 | 28.62  | 30.04    | 31.55    | 33.11 |
| 31  | Systems Support Technician                      | 24.13 | 25.33 | 26.60 | 27.92 | 29.33  | 30.79    | 32.32    | 33.96 |
| 35  | Database Administrator                          | 26.63 | 27.97 | 29.36 | 30.83 | 32.36  | 33.99    | 35.70    | 37.48 |
| 37  | Network Administrator                           | 27.98 | 29.37 | 30.84 | 32.40 | 34.01  | 35.72    | 37.50    | 39.37 |
|     | Established 08/19/2015                          |       |       |       |       |        |          |          |       |

**MEMORANDUMS OF UNDERSTANDING  
AND  
SIDE LETTERS**

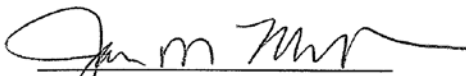


**MEMORANDUM OF UNDERSTANDING**  
**ALTERNATIVE COST-SAVINGS MEASURES 2012-2013**

This Memorandum of Understanding (MOU) is entered on September 24, 2012 between the Carlsbad Unified School District (District) and the Laborers' International Union of North America (LIUNA) Local 777.

Notwithstanding any other provisions in the CUSD-LIUNA Local 777 Collective Bargaining Agreement, the District and LIUNA agree as follows:


1. In response to the critical financial need to reduce costs and save jobs, the District and LIUNA have agreed to reopen item 4 of the Tentative Package Agreement dated April 24, 2012.
2. In addition to the previously identified furlough days of October 8, February 14, and May 24, the following furlough days will be taken:
  - a. All classified employees will take January 25 (Semester Break Day) as a furlough day.
    - i. In addition to the above-identified furlough days, classified employees assigned to work calendars of less than 12 months per year will be assigned 1 additional furlough day to be determined by management, equaling 5 total furlough days.
    - ii. In addition to the above-identified furlough days, twelve-month classified employees will be assigned 2 additional furlough days to be determined by management, equaling 6 total furlough days.
3. A furlough day is an unpaid non-working day which is scheduled on a day within the employee's assignment basis. Furlough days shall be treated as a day of paid absence for the limited purposes of vacation accrual, illness leave accrual, and calculation of CalPERS retirement benefits. (AB 1651). Employees on furlough will be paid for a holiday if the furlough day is scheduled for the day immediately before or following the holiday. Vacation time, or other paid leaves may not be used on a furlough day. Regarding the use of contractors and volunteers, the parties' reaffirm that there will be no use of volunteers or contractors on these furlough days.
4. Both parties agree to the contract changes attached as Exhibit 1.



LIUNA Representative

9/24/12

Date



CUSD Representative

9-24-12

Date

**MEMORANDUM OF UNDERSTANDING**  
**ALTERNATIVE COST-SAVINGS MEASURES 2012-2013**  
**Dated September 24, 2012**

**EXHIBIT 1**

15.1 Medical Benefits: The District agrees to provide the following medical benefit plan options for eligible bargaining unit members and their dependents, subject to the specified conditions:

15.1.1 Unit members hired after September 24, 2012 will be limited to selecting an HMO only type medical plan.

15.5 Unit members working less than eight (8) hours per day will receive a prorated contribution for health, dental, and vision. This provision will not affect employees enrolled prior to January 1, 1984, as long as they have continuous coverage in said plans.

15.5.1 Unit members hired after September 24, 2012 will be eligible for health, dental and vision benefits only while working twenty (20) hours per week or more.

15.6 Retirees: Upon retirement from PERS, the District agrees to provide medical benefits (health, dental, vision) for retirees who have fifteen (15) years District service. This coverage will continue to age 65 or until the retiree is eligible for Medicare. Premiums paid by the District shall not exceed the cost provided for full-time employees.

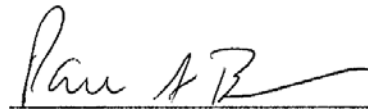
15.6.1 Unit members hired after September 24, 2012 will be eligible for employee-only retiree benefits upon retirement; dependents of retirees will be eligible to purchase benefits at the prevailing District rate.

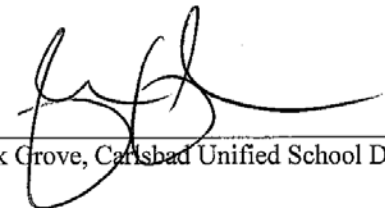
**Side Letter of Agreement  
Between  
Carlsbad Unified School District  
And  
LIUNA Local 777**

The Carlsbad Unified School District (hereinafter referred to as "District") and LIUNA 777 (hereinafter referred to as "Union") have previously agreed that during years in which the number of potential work days for 12-month employees exceeds 260, that same number of excess days will be designated as a 'non-paid, non-work' day(s) for those employees, to be scheduled at a mutually beneficial time, ex. on a pre-established non-student day. On these non-paid, non-work days, LIUNA represented employees will not be permitted to work.

For the 2014-2015 fiscal year, the non-paid, non-work day will be scheduled for November 10, 2014.

This Side Letter of Agreement is executed this 1<sup>st</sup> day of May by the employer-employee relations representatives whose signatures appear below for their respective organizations.

  
\_\_\_\_\_  
Paul Bechely, LIUNA 777

  
\_\_\_\_\_  
Rick Grove, Carlsbad Unified School District