Tentative Agreement
Between
San Antonio Union School District
And
San Antonio Classified Employees
June 27, 2017

Article II
Salary
See Appendix for agreed upon salary schedule for 2017-2020

It is agreed to remove the following positions from the salary schedule:

Clerk I
Computer Tech
Food Service Worker I
Office Clerk/Student Aide
Payroll/Personnel Clerk
Supervisor/Yard Duty
Utility I

Article III
Health and Welfare Benefits

July 1, 2017 through June 30, 2020, the District will pay the cost of Health Care Benefits for eligible classified employees not to exceed the yearly cost of the Employee Only Health Care Benefit package capped at $6800. Classified employees are eligible to purchase additional health care coverage for employee +1 or family coverage at the district negotiated rates.

July 1, 2017 through June 30, 2020, the District will pay the cost of Health Care Benefits for eligible classified employees hired on or before June 1, 2017 not to exceed the yearly cost of the Health Care Benefit package of the employees' choice:

1) Family coverage capped at $16,038;
2) Employee +1 capped at $11,895;
3) Employee Only capped at $6800

Classified staff previously employed by the San Antonio Union School District and hired on/or before June 1, 2017 who have left the district and return for full time employment on/or before
December 30, 2017 continue to be eligible for the Health Care Benefit package of the employees' choice:

1) Family coverage capped at $16,038;
2) Employee + 1 capped at $11,895;
3) Employee Only capped at $6800

Classified staff previously employed by the San Antonio Union School District and hired before on/or before June 1, 2017 who have left the district and return for full time classified employment on/or after January 1, 2018 will be considered new employees for Health Care Benefits. The District will pay the cost of Health Care Benefits for eligible classified employees not to exceed the yearly cost of the Employee Only Health Care Benefit package capped at $6800.
Signature Page

By affixing their signatures on this Agreement, both signatories warrant that they have the express authority of their respective bodies to approve and execute this Agreement.

Dated: 6/27/17

SAN ANTONIO UNION SCHOOL DISTRICT

Name

Title

Ratified

Dated: 6-27-17

SAN ANTONIO CLASSIFIED EMPLOYEES

Name

Title

Ratified

Appendix A

Salary Schedule
MEMORANDUM

BETWEEN

CLASSIFIED EMPLOYEES

AND THE

SAN ANTONIO UNION SCHOOL DISTRICT

Dated:
July 1, 2014 to June 30, 2015
July 1, 2015 to June 30, 2016
July 1, 2016 to June 30, 2017
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PREAMBLE

This Memorandum for the classified employees of the San Antonio Union School District is to be used as a guideline for the terms and conditions of employment. More detailed conditions are determined by labor law and Education Code.

The purpose of this Memorandum is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE I

HOURS AND OVERTIME

4.1 Workweek: The regular workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week or the option for 4/10 work schedule with mutual Memorandum between Classified Employees and the District. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis. (Ed. Code 45132)

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

4.3 Work-year: The District shall provide the Classified Employees a proposal on changes to the school calendar and shall meet and confer with the Classified Employees on the structure of each year’s calendar prior to adoption by the Board of Trustees. This requirement shall be in addition to any other re-opener provisions agreed to.

4.4 Reduction in Assigned Time: Any effects by reasons of reduction in assigned time, the District and the Classified Employees shall meet and confer in accordance with applicable law.

4.5 Adjustment of Assigned Time: Any employee in the classified group who works an average of thirty (30) 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 for the purpose of receiving prorated benefits effective with the next pay period.

4.6 Lunch Periods: Employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for no less than three (3) hours and not more than five (5) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour and no less than one-half (1/2) hour as determined by the District and shall be scheduled for full-time employees at or about the mid-point of each work shift.
4.7 Rest Periods: Employees shall be granted rest periods which insofar as is practicable shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay.

4.8 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of time and one half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day and 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 subsequently to the assigned quitting time. (Ed. Code 45128)

4.8.1 All four (4) hour or more per day employees who work beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing in the sixth (6th) or seventh (7th) consecutive day of work. (Ed. Code 45131)

4.8.2 All hours worked on holidays as provided for in this Memorandum shall be compensated for at the rate of time and one-half the regular rate of pay, in addition to the regular pay received for the holiday.

4.9 Compensatory Time Off:

4.9.1 An employee who has performed overtime work may request compensatory time off at the time and one-half (1-1/2) rate rather than overtime pay. The request for compensatory time off must be made within the pay period in which the overtime work was performed. When compensatory time off is authorized in lieu of overtime pay compensation, such compensatory time off may be taken within twelve (12) months following the pay period in which the overtime was rendered. (Ed. Code 45129)

A. A full-time employee may not accrue more than 32 hours (or 4 days when related to part-time employee’s regular hours).

B. Compensatory time may only be taken when school is not in session or when an employee has run out of other leave, unless there has been prior approval of the Superintendent to do otherwise.

C. All overtime earned over the 32 hour compensatory time limit will be paid on the regular payroll at the appropriate overtime rate during the same pay period in which it is earned.

D. The granting of a compensatory time off request will be made unless the needs of the District are such as to make the granting impractical.

4.10 Differential Compensation - Split Shift and Night Shift: All employees assigned to a night shift and/or split shift shall receive a regular rate of pay in the amount of five percent (5%) in excess of the Salary Schedule rate for the range and step of
the employee in the classification in which the employee serves. If an employee works a shift that is collectively night and split, he or she is entitled to only one 5% differential.

Night Shift shall be defined as any regularly assigned shift which is scheduled to end after 7:00 PM.

Split shift shall be defined as any assignment where a non-duty period is regularly scheduled, in the amount of two (2) or more hours, between the end of one scheduled working period and the commencement of the second scheduled work period in the same work day. An employee who has more than one non-duty period of 2 hours or more in one day is entitled to only one 5% differential.

4.11 **Overtime Distribution:** Overtime work shall be distributed and rotated as equally as is practical among employees within each classification.

4.12 **Standby Time:** All standby time for bus drivers shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked. If on overnight trips, the driver shall be credited with his/her regular daily work hours.

4.13 **Minimum Call-Back Time:** Any employee called in to work on a day when the employee is not scheduled to work or who is called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at the appropriate rate of pay irrespective of the actual time spent on the job.

4.14 **Use of Certificated Personnel as Bus Drivers:** Certificated, Management or confidential personnel licensed to drive school buses may do so when such service does not supplant classified employees or prevent classified employees from performing such service.

4.15 **Extended Work-year Assignment:** When work normally and customarily performed by employees is required to be performed at a time other than the regular September-June academic year, the work shall be offered to employees serving in the appropriate classification(s) in order of seniority beginning with the most senior.

4.16 **Assignment of School Bus Routes:** Bus routes shall be assigned to regular bus drivers on the basis of seniority. Bus routes with the highest number of hours shall be offered for assignment to the bus driver with the greatest seniority for each fiscal year. This principle shall be followed on all other assignments and routes in descending order of seniority.

4.17 **Field Trips:** When on field trips, bus drivers may be requested to assist certificated personnel in the supervision of pupils on a reasonable basis when pupils are off the bus. Such assistance shall be reasonable in nature in recognition of the bus driver having performed duties in driving the bus to its destination and in driving the bus on the return trip. Assistance shall not be provided when it would interfere with the driver’s obligation to service and secure the bus properly.
4.18 All regular classified employees working out of classification as a Reserve Bus Driver shall receive out-of-classification compensation in the higher range on the first day of work and subsequent days of work.

4.19 All regular classified employees shall be given opportunities for professional growth and training to meet the needs of the District. Employees will receive compensation at their regular rate of pay for the hours of training.

ARTICLE II

PAY AND ALLOWANCES

5.1 Salary Schedule: All classified employees shall be classified and designated a range and step on the salary schedule. (Appendix A)
   A. For 2014-2015 Only: Employees with more than 25 years of service will move to step 15.
   B. For 2014-2015 Only: Employees with more than 15 years of service will move to step 13

5.1.1 Employees shall be eligible for lateral salary step advancement by completion of a required period of service which shall not exceed one calendar year from initial date of employment, the date of last salary step advancement, or in the case of a change in classification, the date of such change.

5.1.2 Regular advancement shall be based primarily on an overall satisfactory performance rating on the annual evaluation report.

5.1.3 Denial of step advancement may only be accomplished through the disciplinary procedure of the Memorandum.

5.2 Regular Rate of Pay: The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix A which is attached hereto and incorporated as part of this Memorandum. The regular rate of pay shall include any shift differential, vacation adjustments and/or additional longevity steps to be paid under this Memorandum.

5.3 Frequency: All classified employees shall be paid once per month payable on or before the last working day of the month in which the work was performed. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

5.4 Payroll Errors: Any payroll error shall be corrected pursuant to Ed. Code 45167

5.5 Lost Checks: Any paycheck which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced within seven (7) days following the employee's filing of an affidavit that he/she had received a paycheck that was subsequently lost. Any paycheck not received by the employee shall not be considered lost until three (3) days after the date of delivery to the District.
5.6 **Promotion:** When an employee is assigned to a position in a higher classification, step placement for the *higher classification* shall be on a step which is greater than the employee's previous rate of pay.

5.7 **Reclassification:** When a job class is raised to a higher class, all positions allocated to the class shall be adjusted upward to the new class. All employees in those affected positions shall retain their current step and anniversary date. All employees allocated to the new class shall be compensated at the appropriate rate consistent with their placement in the higher class.

5.8 **Compensation Out of Classification:** Compensation for an employee working out of classification shall be pursuant to Ed. Code 45110.

5.9 **Reemployment:** Any permanent classified employee, who voluntarily resigns and is reinstated or re-employed within thirty-nine (39) months after his/her last day of paid service in his/her previous classification, shall have restored all rights, benefits and burdens of a permanent employee in that class. Placement on the salary schedule shall be at the range for the position assigned and step level last reached at the time of resignation.

5.10 **Compensation During Training Periods:** An employee who is required to attend training sessions or otherwise engage in learning sessions, test and examinations in order to continue his/her employment in a position, shall receive compensation at his/her appropriate rate of pay.

5.11 **Physical Examinations, Fingerprints, X-rays, Licenses, and Fees:** The District shall pay the full cost for physical examinations, fingerprinting, x-rays, licenses, fees, and any other cost associated with continued employment or reimburse the employee for any such cost incurred.

5.12 **Longevity:** The District shall additionally compensate long service employees according to the salary schedule attached (Appendix A).

- **A.** At the beginning of the 10th year $50 per month – 10 months $500 – 11 months $550 – 12 months $600
- **B.** At the beginning of the 15th year $100 per month – 10 months $1,000 – 11 months $1,100 – 12 months $1,200
- **C.** At the beginning of the 20th year $150 per month – 10 months $1,500 – 11 months $1,650 – 12 months $1,800
- **D.** At the beginning of the 25th year $200 per month – 10 months $2,000 – 11 months $2,200 – 12 months $2,400

5.13 **Mileage:** Any classified employee required to use his/her vehicle in the course of District employment shall be reimbursed at the District’s current mileage rate per mile for all miles driven on behalf of the District, provided a District vehicle is not made available for use.

**ARTICLE III**

5
HEALTH AND WELFARE BENEFITS

6.1 As part of the total compensation for classified employees, the District shall contribute to the payment of medical, vision and dental benefits as described below. The employee may select from any of the plans available through the District’s health and welfare program, and may select any level (employee, employee plus one, or family) of coverage. The maximum monthly District contribution shall be capped at the 2011/2012 level for eligible employees working 12 months per year as follows: Employee Only - $6,007, Employee +1 - $11,895, Family - $16,038.

- Life Changing Event: Should an employee change their status (marriage – child – divorce – grown children) the employee will move to the cap coverage as their new status.
- New Hires: Will be placed under the cap coverage they qualify for according to their status as follows: single – married – family.

If the cost for the Plan and level chosen by the employee exceeds the District’s maximum contribution, the difference shall be paid by the employee. If the cost for the Plan and level is lower than the District’s maximum contribution, the District shall pay only the actual cost of the coverage. The employee will be responsible for any increases to Health and Welfare should they exceed the cap.

Eligible employees are regular employees who are assigned to full-time or part-time positions of seven (7) hours or more per day and five days per week, 10 to 12 months per year.

6.2 Eligible employees and their dependents, where eligible, shall be enrolled in the District’s medical, dental and vision insurance programs on the first of the month following fulfillment of the eligibility requirement.

6.3 Classified employees whose assigned workday is less than seven (7) hours a day may elect to participate in the District’s insurance programs as follows:

<table>
<thead>
<tr>
<th>Assigned Hours</th>
<th>District Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 hours but less than 35 hours per week</td>
<td>75% of District contribution under Section 6.1</td>
</tr>
<tr>
<td>25 hours but less than 30 hours per week</td>
<td>60% of District contribution under Section 6.1</td>
</tr>
<tr>
<td>20 hours but less than 25 hours per week</td>
<td>50% of District contribution under Section 6.1</td>
</tr>
</tbody>
</table>

6.4 The District shall permit employees who retire with a minimum of fifteen (15) years of district service after reaching age fifty-five (55) and before age sixty-five (65) to maintain premium contributions on insurance programs provided in Section 6.1 at the employee’s expense. Premium payments shall be paid directly to the District.
6.5 Employees on unpaid leaves of absence, except those who are absent due to a work incurred injury or illness, are not eligible for the District paid premium contribution; however, the employee may elect to continue insurance plan(s) coverage by remitting payment of required premium(s) directly to the District as provided for in 6.5 above.

ARTICLE IV

HOLIDAYS

7.1 Scheduled Holidays: An employee covered by this Memorandum is entitled to the following paid holidays:

- Independence Day (12 month employees)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving – Day After
- Christmas Day
- New Year’s Day
- Martin Luther King Day*
- Lincoln’s Birthday*
- Washington’s Birthday*
- Memorial Day

*The District and the Classified Employees may meet and confer regarding the dates for these holidays from year to year:

7.2 Teacher Training Days: Any day granted as a teacher training day, teacher institute, or teacher-parent conference day or by any other name for whatever purpose is a regular workday for all classified employees provided it is scheduled within the employees’ work-year.

7.3 Additional Holidays: Each day declared by the President, or Governor of the State as a public fast, mourning, thanksgiving, or holiday or any day declared as a holiday by the Governing Board under applicable laws shall be a paid holiday for eligible employees.

7.4 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 workday not a holiday shall be deemed to be that holiday.

7.5 Holiday Eligibility: An employee shall be on paid status on the working day immediately preceding or succeeding the holiday to be paid for except that, employees who are not normally assigned to duty during the Winter and Spring recess periods, shall be paid for holidays falling within the recess periods, provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the Winter and Spring holiday periods.

ARTICLE V

VACATION PLAN

8.1 Vacation for classified employees shall be according to the charts below.
Accumulation: Vacation time shall be earned and accumulated in accordance with the procedure listed below. The date for computing earned days of vacation shall be the anniversary date for 12-month employees; the date shall be June 30 or the last day worked in each fiscal year, which ever comes first, for less than 12-month employees.

8.2.1 Employees regularly employed on a twelve (12) month basis are entitled to vacation days based as follows:

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Days of Earned Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3</td>
<td>10</td>
</tr>
<tr>
<td>4-9</td>
<td>*15</td>
</tr>
<tr>
<td>10 or more</td>
<td>**18</td>
</tr>
</tbody>
</table>

8.2.2 Employees regularly employed for less than twelve (12) months or less than eight (8) hours per day are entitled to a pro rata share of days of vacation as in above. The pro rata share of vacation shall be computed according to Ed. Code 45197 (b) at the rates indicated for each hour the employee is in paid status, not including overtime.

<table>
<thead>
<tr>
<th>Completed years of Service</th>
<th>8 hr. Day 40 hr. Week</th>
<th>Less than 40 hr. Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3</td>
<td>.03846</td>
<td>.03846</td>
</tr>
<tr>
<td>4-9</td>
<td>*.05769</td>
<td>*.05769</td>
</tr>
<tr>
<td>10 or more</td>
<td>**.06923</td>
<td>**.06923</td>
</tr>
</tbody>
</table>

*Longevity bonus
**Longevity bonus

8.2.3 Employees who are assigned to less than a ten (10) month work year shall not normally be granted a vacation period but shall be paid for their accrued vacation in their last paycheck for the school year worked. The District may approve a written request to take vacation if the reasons are justified.

8.2.4 Employees who are assigned to a 12 month work year shall use all accrued vacation in the school year during which it is earned, unless otherwise approved by the Superintendent. Unused vacation shall be paid in the last paycheck for the school year.

8.3 Vacation Pay upon Termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of termination. Those employees who have not completed six (6) months of regular employment shall not be entitled to such compensation.

8.4 Vacation Postponement:
8.4.1 If a classified employee’s vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may grant such request in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year in accordance with Article VIII, Section 8.2.

8.4.2 With prior approval of the District Superintendent an employee may carry over all or part of his/her annual vacation.

8.5 Holidays: When a holiday falls during the scheduled vacation of any classified employee, such holiday shall not count as a day of vacation.

8.6 Vacation Scheduling:

8.6.1 Vacations shall be scheduled at times approved by the immediate supervisor and the District Superintendent.

8.6.2 If there is any conflict between employees who are working in the same or similar classification as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

8.7 Interruption of Vacation: A classified employee shall be permitted to interrupt or terminate vacation leave in order to begin sick leave provided the employee supplies notice and the explicit written statement of a licensed physician or the school nurse that the employee has contracted an illness.

8.8 Use of Vacation: A permanent employee may be advanced vacation during the year even though not earned at the time the vacation days are used with prior approval by the District Superintendent.

ARTICLE VI

LEAVES OF ABSENCE

9.1 Sick Leave: Pursuant to Ed. Code 45191.

9.1.1 An employee employed five (5) days a week (52 weeks per year) shall be granted twelve (12) days leave of absence for personal illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

9.1.2 An employee employed five (5) days a week, who is employed less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve (12).

9.1.3 An employee employed less than five (5) days per week shall be entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).
When such persons are employed for less than a full fiscal year of service this and paragraph 9.1.2 shall determine the proportion of leave of absence for personal illness or injury to which they are entitled.

9.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

9.1.5 At the beginning of each fiscal year, the full count of sick leave granted shall be available to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

9.1.6 If an employee does not take the full count of leave allowed in any year under this section, the count not taken shall be accumulated from year to year.

9.1.7 If the District hires an employee from another California school district within one (1) year of his/her previous employment, and the employee has unused sick leave accumulated from that previous employment, the employee shall, upon request, be credited with the accumulated days from that prior employment.

9.1.8 Any sick leave benefits earned but unused on the date of retirement, may be converted to retirement credit if appropriate with applicable law.

9.2 Verification of Illness: Any classified employee absent on account of illness or injury, upon his/her return to work, shall file with their supervisor or Superintendent’s office, a signed statement giving the cause for absence. The Superintendent or his designee may require the employee to provide the district with a written verification of the illness signed by his/her physician or other person licensed under the healing arts statutes.

9.3 Extended Accident or Illness Leave: Pursuant to Ed. Code 45196:
When an employee is absent from his duties on account of illness or an accident for a period of five (5) months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

9.3.1 The extended leave provisions pertain to each illness or accident of the employee and shall commence on the first day of absence from his/her duties. It is not the intent of this section, however, to provide benefits in excess of five (5) calendar months for any one accident or illness or for complications arising from the accident or illness.

9.3.2 All other leave benefits will be exhausted before the sum paid a substitute is deducted from an employee’s wages.
9.3.3 An extended leave shall not be considered a break in service.

9.3.4 At the conclusion of the five-month period an employee, who is unable to resume his/her duties, may request additional unpaid leave in six (6) months increments.

9.3.5 An employee unable to resume his/her duties after an absence, if any, granted under 9.3.4 above, (which absence shall in no event exceed three increments of six months each) shall be placed on a reemployment list of thirty-nine (39) months in accordance with the Education Code.

9.4 Personal Necessity Leave: Pursuant Ed. Code 45207, a fiscal year limit of seven (7) days of accumulated sick leave may be utilized as a personal necessity leave for the following reasons:

9.4.1 Per Ed Code section 45207 (a) (3) Appearance as a witness in court as a litigant, a witness under subpoena or any order made with jurisdiction if prior notification is presented to the Superintendent.

9.4.2 Serious illness or accidents involving a member of the immediate family (as defined in Bereavement Leave, Section 9.5) or necessary surgery for such member.

9.4.3 An accident involving an employee's personal property or that of his/her immediate family.

9.4.4 Other family or personal emergencies not included in the above paragraphs if approved by the District. For the purposes of this regulation, an emergency is defined as an occurrence which could not be avoided by a prudent person through planning, and could not be tended to outside of the normal work pattern. Something which would be easier to do, but not necessary to do during the normal work day is not considered as an emergency.

9.4.5 Death of a member of the employee's immediate family when additional leave is required beyond normal bereavement limits.

9.4.6 Other reasons approved by the District.

9.5 Bereavement Leave: Pursuant Ed. Code 45194

9.5.1 Bereavement leave, without loss of pay, shall be granted up to five (5) days, seven (7) days if travel of more than 200 miles is involved, in the event of death of a member of the immediate family. The immediate family is defined as spouse, domestic partner, children, parents, brothers, sisters, parents-in-law, sons or daughters-in-law, grandparents, grandchildren, or any relative living in the immediate household of the employee. For extenuating circumstances, up to six (6) days of sick leave in addition to bereavement leave may be utilized for this purpose with prior approval of the Superintendent.
9.5.2 If an employee takes bereavement leave, without loss of pay, while on another paid leave of absence, the employee shall so indicate on the District's leave form upon return to work.

9.6 **Pregnancy Disability Leave:** shall be pursuant to the PDA, FMLA, CFRA, and Ed. Code 45193.

9.6.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

9.6.2 The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.

9.6.3 The employee on leave for pregnancy disability shall be entitled to return to a position in the same class and same salary.

9.7 **Maternity Leave:**

9.7.1 Employees may be granted maternity leave upon request:

   (a) For a time specified by the employee's doctor,
   (b) For a period not to exceed six (6) months unless required under other provisions of this Memorandum.

9.7.2 Such leave shall be granted without pay; however, nothing in this policy shall be construed so as to deprive any employee of sick leave rights under any section of the Education Code for absences due to illness or injury resulting from pregnancy.

9.8 **Military Leave:** Employees shall be entitled to such leaves of absence with any pay and other benefits as are provided in Division II, Part I, Chapter VII of the Military and Veteran's Code, Section 389 et seq.

9.9 **Jury Duty:**

9.9.1 Leaves of absence for employee selected to serve on a jury shall be granted with no loss in pay provided the employee endorses the fee received exclusive of mileage allowance, to the District.

9.9.2 An employee whose regular shift begins at 3:00 P.M. or after and is required to serve on a jury after 12:00 noon on any day or continued to the next day shall be relieved from work with pay.
9.10 Industrial Accident and Illness Leave pursuant Ed. Code 45192

9.10.1 An employee shall be entitled to an industrial accident or illness leave of not less than sixty (60) working days during which the district school is required to be in session or when the employee otherwise would have been performing work for the district in any one fiscal year for the same accident.

9.10.2 Allowable leave shall not be accumulated from year to year.

9.10.3 Industrial accident or illness leave shall commence on the first day of absence.

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

9.10.5 Paid industrial accident leaves shall be reduced one day for each day of absence regardless of the temporary disability allowance under workmen’s compensation.

9.10.6 If an employee is unable to return to work after exhausting paid industrial leave, he/she shall be placed on sick leave if he/she is eligible. Sick leave will be reduced only in the amount necessary to provide a full day’s wages or salary when added to the State Compensation insurance disability payment.

9.10.8 After all paid leave privileges have expired, the Governing Board may place the employee on leave without pay.

9.10.7 After sick leave is exhausted, employee may choose to receive pay from vacation or earned compensatory time.

9.10.9 Upon return to service from any paid or unpaid leave, an employee shall be assigned to a position in his/her former classification without loss in status or benefits.

9.10.10 When all paid or unpaid leaves have been exhausted and the employee is still not able to return to work, his/her name shall be placed on the re-employment list for a period of thirty-nine (39) months.

9.10.11 Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed. Appropriate assignment is defined as an assignment to the employee’s former class, in his former status and time basis and in assignment areas in which the employee has made him/her available.

9.10.12 At no time shall the employee’s salary, while on paid industrial leave, exceed the employee’s regular salary.
9.10.13 During all paid industrial leaves, the employee shall endorse to the District all wage loss benefit checks received under State Worker's Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

9.10.14 The employee should be aware that regardless of the minor nature of an injury, at the time, it is to his/her advantage to report all injuries to his/her supervisor immediately and fill out the appropriate form. Once there is a record on file of the injury, should complications develop at a later date, the employee has retained his/her rights for medical and disability coverage as provided by applicable law.

9.10.15 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State if California unless the governing board authorized travel outside the state.

9.11 General Leave: When no other leaves are applicable, leave of absence may be granted to an employee on a paid or unpaid basis acceptable to the District and the employee.

9.12 Retraining and Study Leave:

9.12.1 The District may grant an employee a paid or unpaid leave of absence not to exceed one (1) year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the District.

9.12.2 The District may prescribe standards of service which shall entitle the employee to a leave of absence.

9.12.3 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such a leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employees earn vacation pay, sick leave, holding pay, or other benefits provided under this Memorandum.

9.12.4 Should a paid leave be granted, the employee agrees to serve the District for a period of time, twice the time of the paid leave. Should an employee resign from the District or be discharged for cause within the required service period, the District shall deduct from any wages due the employee the amount that would have been earned had the employee met the service obligation.

9.13 Paternity Leave: When a child is born to the wife, partner or just child of classified member, he will be granted upon request up to one (1) day of leave with pay, around the time of birth. Such leave is in addition to any other leave provision contained herein.
9.14 **Miscellaneous:** Period of leave of absence, whether paid or unpaid, shall not be considered to be a break in service of the employee.

**ARTICLE VII**

**EVALUATION PROCEDURE**

10.1 **General:**

10.1.1 Job performance matters between an employee and his/her supervisor may be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation.

10.1.2 Written evaluation will be made on the District's evaluation form. Employee evaluations shall be made once during the probationary period for new employees or employees who have changed classifications and annually thereafter.

10.1.3 A satisfactory annual evaluation will serve as the basis for being granted an annual step increase. A denial of a step increase shall not be automatic but treated as a disciplinary action, in accordance with the procedures outlined in this Memorandum.

10.2 **Evaluation:**

10.2.1 Employees shall be provided with a copy of their evaluation and all written material that affects an evaluation prior to its submission to a reviewer and subsequently placed in the District personnel file. The employee shall be entitled to respond to the evaluation and written material within ten (10) workdays of its receipt and have such response permanently attached to the evaluation. Upon request, the evaluator may grant an additional five (5) days for the response.

10.2.2 An employee shall have the right at reasonable times to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that was obtained prior to the employment of the employee involved.

10.2.3 Any written material drafted for placement in an employee's personnel file shall be signed and dated by the writer on the date such material was drafted.

10.2.4 All personnel files containing evaluation material shall be kept in confidence and shall be available for inspection only to the employee, authorized representative, and other employees of the District when actually necessary in the proper administration of the district's affairs or the supervision of the employee, except when disclosure is required by law.
ARTICLE VIII
TRANSFER PROCEDURE

11.1 The term transfer shall mean a lateral movement within the job classification from one work position or station to another work position or station in the District.

11.2 All initial assignments or stations are within the discretion of the District.

11.3 Except in urgent situations where temporary transfers may be made, transfers of employees shall be completed pursuant to the following provisions:

11.3.1 Voluntary Transfers: When a new position is created or an existing position becomes vacant, the District shall post the vacancy for no less than six (6) working days on bulletin boards in prominent locations where employees traditionally gather. Any employee may apply for transfer to that position by filing a written notice with the District Superintendent. If more than one employee files for the transfer, and both qualify and are equally qualified, the employee with the greatest class seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the selection shall be by lots.

11.3.2 Involuntary Transfers: Employees may be transferred within class by the District management whenever such transfer is in the best interest of the District as determined by the District. An employee affected by such transfer shall be given notice as soon as administratively practical and a conference will be held between the appropriate management person and the employee in order to discuss the reason for the transfer.

11.3.3 Notice Contents: The notice of a vacancy shall clearly state the position that is vacant. The notice of a vacancy also shall provide sufficient information about the position which will provide reasonable opportunity to employees to determine whether they should file for the vacancy. If the position is a new position, the notice of vacancy shall include the hours, work-year salary range, and job classification.

11.4 A qualified transfer applicant shall be given first consideration over any promotional or new hire applicant.

ARTICLE XI
PROMOTION PROCEDURE

12.1 Current classified employees shall be given first consideration in filling job vacancies within the District classified positions.

12.2 The term “promotion” shall mean a movement to a higher job classification in another work position or station. The term “promotion” shall not mean any reclassification or normal salary schedule step advancement.
12.3 All initial employment assignments or placements of employees to work positions are at the discretion of the District.

12.4 Except in urgent situations where temporary promotions may be made while the promotion procedure is followed, promotions of employees shall be completed pursuant to the following provisions.

12.4.1 When a new position is created or an existing position becomes vacant, the District shall post the vacancy for no less than six (6) working days on bulletin boards in prominent locations where employees traditionally gather. Any employee may apply for promotion to that position by filing a written notice with the District Superintendent.

12.4.2 The notice of a vacancy shall clearly state the position that is vacant. The notice shall also provide sufficient information about the position to allow an employee to determine abilities and qualifications necessary for the job. If a new position, the notice of vacancy will include the hours, work-year, salary range and job class title.

12.4.3 An employee will be notified regarding his application for promotion. The classified Employees recognize the District’s right to hire employees within its discretion and the District recognizes that current employee applicants who possess qualifications and potential for the job should be given first consideration.

ARTICLE X
GRIEVANCE PROCEDURE

13.1 Section 1 - Definitions:

13.1.1 Grievance: A formal written allegation by a grievant that said grievant has been adversely affected by the interpretation, application, or alleged violation of the terms and meanings of this Memorandum.

13.1.2 Grievant: Any classified employee who claims that the employee has been adversely affected; the grievant shall have the right to carry the grievance individually.

13.1.3 Day: A “day” as used herein shall mean any day on which the District office is open for business.

13.2 Section 2 - Grievance Handling:

13.2.1 Informal Level: Before filing a formal written grievance the grievant shall attempt to resolve it by requesting an informal conference with his immediate supervisor. If, after five (5) days, the grievance has not been resolved to the satisfaction of the grievant, a formal grievance may be filed.

13.2.2 Level I - Immediate Supervisor:
(a) The grievant must present the grievance in writing using the Grievance Form to the immediate supervisor.

(b) Within ten (10) days of receipt of the grievance the supervisor will hold a conference with the grievant and render a written decision on the grievance.

(c) The grievant will exclusively receive time off from duties with pay for the processing of a grievance. Such release time will be reasonably scheduled to avoid excessive disruption of regular duties.

13.2.3 Level II - Superintendent/Principal

13.2.4 Level III - Board of Trustees:

(a) If the grievant is not satisfied with the decision rendered at level II, he/she may, within ten (10) days appeal the decision to the Board of Trustees by filing an appeal with the Superintendent.

(b) A grievance hearing will be held before the Board of Trustees at the next regular meeting, or at a special meeting, and following the hearing a decision will be rendered.

13.2.5 Level IV - Arbitration:

(a) If the grievant is not satisfied with the decision rendered at Level III, the grievant may submit a written request to the Superintendent for arbitration of the dispute. Such request shall be made within ten (10) days of the decision (Level III) received.

(b) An arbitrator shall be selected jointly by the grievant and the District within five (5) days of the date of the request. In the event the parties cannot agree, the State Mediation and Conciliation shall be requested to submit a panel of five (5) names. Alternate names shall be stricken until one name remains.

(c) The fees and expenses of the arbitrator (and a court reporter, if required by the arbitrator) shall be borne equally by the parties.

(d) After hearing the evidence presented, the arbitrator shall submit his/her decision in writing to the District and the grievant. The decision of the arbitrator shall be final and binding on both parties.

13.3 Miscellaneous:

13.3.1 Time Lines: The number of working days indicated at each level of this procedure may be extended by mutual consent or due to unusual circumstances.
13.3.2 Records: All records of the grievance proceedings shall be retained and stored by the District.

13.3.3 Pay: The grievant(s), his/her representative, and witnesses, who are employees required to absent themselves from their job during work hours to participate directly at any level of the grievance procedure, shall not suffer any loss of pay.

13.3.4 Initiate Grievance at Level II: If a grievance arises from an action or inaction on the part of a member of the administration at a level above the immediate supervisor/principal, the grievant may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II. The Superintendent shall have the prerogative of referring the grievance to Level I if, in his/her judgment, the grievance did not arise at the higher level.

13.3.5 Multiple Grievances: If the same grievance is filed by more than one grievant over the same issue, not more than two grievants shall be granted release time to process the grievance.

13.3.6 Administrative Direction: The grievant(s) shall comply with administrative direction on matters pertaining to the grievance until a decision has been rendered to alter the direction.

13.3.7 Reprisals: No reprisals shall be taken by or against any participant involved in the grievance procedure by reason of such participation.

ARTICLE XI

CONTRACTING

14.1 Contracting out work shall be in accordance with the provisions of the California Education Code and other non-conflicting applicable law.

ARTICLE XII

LAYOFF AND REEMPLOYMENT

15.1 Layoff and Reemployment shall be conducted pursuant Ed. Code. "Length of service" (seniority) shall be determined by hire date in classification.

15.2 Reason for Layoff: Layoff shall occur only for a lack of work or lack or funds.

15.3 Notice of Layoff: The District shall notify the affected employees in writing in accordance with Education Code Section 45117.

15.4 Order of Layoff: Any Layoff shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District.

15.5 Bumping Rights: An employee laid off may bump into the class in which the employee has greatest seniority considering his/her seniority in that class and any
higher classes. The employee may continue to bump as appropriate to avoid layoff.

15.6 **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Memorandum.

15.7 **Equal Seniority:** If two 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 hire date seniority, and if that be equal, then the determination shall be made by the administration’s evaluation.

15.8 **Reemployment Rights:**

15.8.1 Laid off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

15.8.2 Their re-employment shall take precedence over any type of employment, defined or undefined in this Memorandum.

15.8.3 In addition, they shall have the right to apply for promotional positions within the filing period specified in the Memorandum. An employee on the reemployment list shall be notified of promotional opportunities which become available.

15.9 **Voluntary Demotion or Voluntary Reduction in Assigned Time:** 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 or additional hours become available, within sixty-three (63) months except that they shall be ranked in accordance with their seniority on any valid reemployment.

15.10 **Seniority Roster:** The District shall maintain an updated seniority roster indicating employees class seniority and hire date seniority.

15.11 **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.

15.12 **Employee Notification to the District:** An employee shall notify the District of his/her intent to accept or refuse reemployment within six (6) 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. An employee given notice of reemployment to his/her former position and status and who refuses or fails to accept the reemployment offer within six (6) working days of the reemployment offer, forfeits any further right to notice of reemployment. Any exceptions will only be by District approval.
15.13 Reemployment in Highest Classification: Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

15.14 Improper Layoff: Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error.

15.15 Seniority During Involuntary Unpaid Status: Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

ARTICLE XIII

DISCIPLINARY PROCEDURE

16.1 Disciplinary Procedure:

16.1.1 Discipline shall be imposed on permanent classified employees only for cause.

16.1.2 Except in those situations where an immediate suspension is justified under the provision of this Memorandum, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the Supervisor. Such warning shall state the reasons underlying any intention the Supervisor may have of recommending any disciplinary action.

16.1.3 The District shall not initiate any disciplinary action for the cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action except in cases where the alleged misconduct was concealed from the District.

16.1.4 When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or First Class mail upon the employee. The notice shall indicate (1) the specific charges against the employee which shall include times, dates, and location of chargeable actions or omissions and (2) the penalty proposed.

16.1.5 An employee may be relieved of duties without loss of pay at the option of the District.

16.2 Emergency Suspension: The District recognizes that emergency situations can occur involving the health and welfare of students or employees. If the employee’s presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees or is clearly inimical to the welfare of the students, the District may immediately suspend the employee without pay pending a hearing on the cause or causes prompting the suspension. Examples of
appropriate cause for such suspension include consumption of, or being under the influence of alcoholic beverages or drugs on the job, immoral conduct, conviction of a felony involving moral turpitude, and physical assault on students or other employees.

16.2.1 Within five (5) working days of an emergency suspension, the District shall serve written notice of suspension upon the employee and the facts supporting the suspension. The employee may respond to the contentions supporting the emergency suspension.

16.2.2 If the reasons for suspension are upheld by the Superintendent, the suspension shall continue without pay while due process procedures are completed. If the reasons for suspension are not upheld, the employee shall be returned to work immediately while due process procedures continue towards a formal hearing.

ARTICLE XIV
SAFETY

17.1 The District shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of District employees while they are on and in the facilities provided in the furtherance of the operation of the District.

17.2 The District shall post rules for safety and the prevention of accidents, as required by law.

17.3 All alleged violations of safe work conditions shall be reported to the employee’s immediate supervisor.

17.4 Safe storage space shall be provided for an employee’s tools and equipment approved by the District to be used in the regular course of employment.

17.5 Safety condition issues shall not be processed as grievances.

ARTICLE XV
DISTRICT RIGHTS

18.1 It is understood that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of the Memorandum is retained except as those rights, powers, and function or authority which are specifically abridged or modified by this Memorandum.

18.2 The District has the right to make reasonable rules and regulation pertaining to employees consistent with this Memorandum.

18.3 In the event of an emergency, the District and classified employees shall meet as soon as possible to determine the effect of the emergency declared by the board of
trustees. This may include suspending pertinent provisions of this Memorandum for the period of time necessary to correct the effect of the emergency.

ARTICLE XVI

SEVERABILITY

19.1 If any provisions of this Memorandum are held to be contrary to any applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provision shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portions which shall continue in full force and effect.

19.2 In the event of suspension or invalidation of any part or portions of this Memorandum, the parties agree to meet and meet and confer within ten (10) working days after such determination for purpose of arriving at a mutually agreed replacement for the invalidated part or portion.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

20.1 The classified Employees agree that there will be no concerted activity associated with labor disputes during the term of Memorandum.

20.2 The District agrees that it will not engage in any form of lockout of employees during the term of this Memorandum.

ARTICLE XVIII

COMPLETION OF MEMORANDUM

21.1 The District and the classified Employees mutually agree that the terms and conditions set forth in the provisions of this Memorandum shall be in full settlement of all issues and shall have no further obligation to meet during the term of this Memorandum.

ARTICLE XIX

DURATION OF MEMORANDUM

22.1 The duration of this Memorandum will be (2) two years, July 1, 2014 to June 30, 2016 unless otherwise specified.

22.2 If either party desires to amend or modify this Memorandum, notice of the intent to amend or modify shall be given in writing to the other party not later than 90 days prior to the close of the Memorandum.
SAN ANTONIO UNION SCHOOL DISTRICT
LOCKWOOD, CALIFORNIA
MEMORANDUM
BETWEEN

CLASSIFIED SCHOOL EMPLOYEES

AND THE

SAN ANTONIO UNION SCHOOL DISTRICT

The duration of this Memorandum will be for (2) years, July 1, 2014 until June 30, 2016 unless otherwise specified.

SIGNATURE PAGE

Signature (Classified) __________________________________________ Date __________

Signature (Classified) __________________________________________ Date __________

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Signature (Classified) __________________________________________ Date __________

Signature (SAUSD) ___________________________________________ Date __________

Signature (SAUSD) ___________________________________________ Date __________

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