

# **A COLLECTIVE BARGAINING AGREEMENT**



**Fresno Unified  
School District**

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2309 Tulare Street  
Fresno, California 93721- 2287  
559/457-3000**



**California School Employees Association  
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**Fresno Chapter 143  
Food Service Unit**

**Effective: July 1, 2018 to June 30, 2021**

# FRESNO UNIFIED SCHOOL DISTRICT

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Valerie F. Davis, Clerk

Brooke Ashjian, Member

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Giovanna Di Filippo, Administrator  
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Jose Alvarado, Director  
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**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
FOOD SERVICE UNIT  
FRESNO CHAPTER #143**

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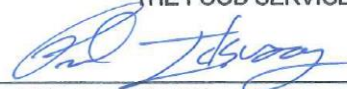
**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE

**FRESNO UNIFIED SCHOOL DISTRICT**

AND THE

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS FRESNO CHAPTER #143 OR ITS SUCCESSORS REPRESENTING  
THE FOOD SERVICE UNIT**



Paul Idsvoog, Chief Human Resources/Labor Relations  
Fresno Unified School District



Brian Christensen, Administrator Human Resources /Labor Relations  
Fresno Unified School District

Ratified by the Board of Education  
September 5, 2018



Elizabeth Jonasson Rosas, President  
Board of Education



Denesa Moore, Labor Relations Representative  
California School Employees Association

Ratified by California School Employees Association and its Chapter #143  
August 28, 2018



Susan Arguello, President  
California School Employees Association and its Chapter #143

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## **ARTICLE 1 – AGREEMENT**

This is an Agreement made and entered into this 1<sup>st</sup> day of July, 2018 between the FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to “FUSD”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Fresno Food Service Chapter #143 or its successors (hereinafter referred to as “CSEA”).

The purpose of this Agreement is to promote sound personnel management and employer-employee relations, providing a procedure for the resolution of differences, and establish rate of pay and other terms and conditions of employment as provided in Chapter 10(7) (commencing with Section 3540), Division 4 of Title I of the Government Code.

## **ARTICLE 2 – COMPLAINT PROCEDURE**

### 1. Definition of a Complaint:

A complaint is any alleged violation of FUSD policy or administrative regulation, not included in contract, or provision of the Education Code, which has adversely affected the bargaining unit member filing the complaint. The complaint must be filed on the appropriate form provided by FUSD’s Office of Labor Relations. These complaint procedures do not apply to any complaints for which existing policies and procedures are provided in Board Policies or Administrative Regulations.

### 2. Complaint Procedure:

These complaints shall be subject to the following process:

#### A. Pursue Informal Resolution:

Prior to the submission of a complaint in writing, the employee is encouraged to pursue resolution on an informal level. This informal level may be requested through the employee’s manager or any other appropriate administrator with or without the assistance of the employee’s union representative.

#### B. Food Services Director Level (Level 1):

Within fifteen (15) working days after a complainant knows, or by reasonable diligence could have known of the condition upon which the complaint is based, the complainant must present any complaint in writing to the Food Services Director.

The Food Services Director shall communicate a decision to the complainant in writing within ten (10) working days after receiving the complaint. The Food Services Director has the right to request a personal conference with the complainant.

C. Human Resources Level (Level II):

In the event the complaint is not resolved at the Food Services Director Level, the complainant may appeal his/her complaint within five (5) working days after the Food Services Director's decision is rendered. If the Food Services Director does not render a decision within ten (10) working days, the complainant may appeal to the next level within five (5) working days.

The Associate Superintendent, Division of Human Resources/Labor Relations, or his/her designee shall communicate his/her decision to the complainant within ten (10) working days after receiving the complaint.

D. Superintendent Level (Level III):

In the event the complaint is not resolved at the Human Resources level, the complainant may appeal his/her complaint within five (5) working days after the decision is rendered. If the Associate Superintendent, Division of Human Resources/Labor Relations does not render a decision within five (5) working days, the complainant may appeal to the next level within five (5) working days. The Superintendent, or his designee, shall communicate his decision to the complainant within ten (10) working days after receiving the complaint. This decision will be final.

3. Subject to Grievance:

The correct application of the Complaint Procedure may be grieved; however, the decisions or merits of any complaint are not subject to Article 10, Grievance Procedure in this contract.

4. Extending or Shortening Timelines:

Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within the Complaint Procedure. Such mutual exceptions must be in writing.

### **ARTICLE 3 – COMPLETION OF MEET AND NEGOTIATIONS**

1. Agreement Changes:

During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that FUSD shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both FUSD or the CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. It is further agreed that the exclusive representative will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process.

2. Mutual Agreement:

This Article shall not be construed to prevent the parties from mutually agreeing in writing, to reopen any provision or provisions in this Agreement.

3. Reopeners:

For the 2019-2020 and 2020-2021 school years, either party may reopen negotiations on Salary (Article 23), Fringe Benefits (Article 9) and one (1) other noneconomic article. The requesting party shall send written notice to the other of the request to reopen on or before May 1<sup>st</sup> proceeding the school year in which any changes may become effective.

4. Support:

FUSD and CSEA agree that it is to their mutual benefit to support the Agreement for its term.

### **ARTICLE 4 – CONCERTED ACTIVITIES**

1. No Strike Clause:

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of FUSD by CSEA or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. During the term of this Agreement, FUSD agrees not to engage in any lockout of employees covered by this Agreement. A lockout is a decision by FUSD to refuse to allow CSEA members to perform their regular jobs when that work is available or continues to be performed.

2. CSEA's Obligation to Comply:

CSEA recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of FUSD by employees who are represented by CSEA, the CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

3. Violation:

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by FUSD.

4. Right Under Violation:

It is understood that in the event this Article is violated, FUSD shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in FUSD policy or by Education Code from any employee and/or the CSEA.

5. Subject to Grievance:

Actions by FUSD taken under this Article shall be subject to the Grievance Procedure. In the event a grievance is filed, it must be limited to the question of whether or not this Article has been violated.

6. Judicial Relief:

Nothing in this Article shall be so construed as to prevent either party from seeking judicial relief by a court of competent jurisdiction.

### **ARTICLE 5 – FUSD’S RIGHTS**

1. Power of Authority:

It is understood and agreed that FUSD retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of FUSD operations; determine class size; determine the curriculum; build, move or modify facilities; establish budget procedures and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in the event of an emergency. In addition, FUSD retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate and discipline employees.

2. Subject to Grievance:

Issues arising out of the exercise by the Board and administration of its responsibilities under this Article, including the facts underlying its exercise of such discretion, shall not be subject to the Grievance Procedure.

3. Limitations:

The exercise of the foregoing powers, rights, authority, duties and responsibilities by FUSD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement.

### **ARTICLE 6 – EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over FUSD practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with FUSD.

## **ARTICLE 7 – EMPLOYEE EXPENSES AND MATERIALS**

### **1. Uniforms:**

Department of Food Services kitchen uniform allocation shall be as follows:

#### **A. CSEA and Food Service Uniform Committee:**

The District and CSEA agree to form a Uniform Committee utilizing the following procedure:

- 1) The District and CSEA shall each have two (2) representatives on the committee.
- 2) The CSEA Chapter 143 President shall annually appoint the two (2) representatives for CSEA.
- 3) The committee shall meet at least twice annually. Committee representatives from CSEA shall be provided with District-paid release time to attend committee meetings.
- 4) The committee shall review the uniform requirements for CSEA bargaining unit employees including, but not limited to, style, fabric, color, fit, quality, and supplier.
- 5) The committee shall make recommendations pertaining to uniform requirements for CSEA bargaining unit members.
- 6) All recommendations pertaining to District-provided uniforms for CSEA bargaining unit members shall be made by a majority committee vote.
- 7) All approved committee recommendations shall be implemented on July 1<sup>st</sup> of the school year immediately following the date of the committee recommendation.
- 8) Uniform sizes must be received by the committee no later than April 30<sup>th</sup> of the current year. The District's intent is to provide uniforms prior to the start of the school year, provided there are no unforeseen circumstances.

#### **B. New Employees:**

All new regular employees will be allocated three (3) tops and one (1) bottom regardless of the number of hours worked or the gender of the employee.

#### **C. Twelve Month Employees:**

Twelve (12) month employees will receive eight (8) uniform pieces per year. Starting with the 2016-2017 school year and each year thereafter as Food Service funding is available, the district may provide up to two (2) additional uniform pieces from eight (8) to ten (10). The number of uniform pieces will be determined during the annual CSEA and Food Service Uniform Committee.

#### **D. Ten Month Employees:**

Ten (10) month employees will receive six (6) pieces per year. Starting with the 2016-2017 school year and each year thereafter as Food Service funding is available, the district may provide up to two (2) additional uniform pieces from six (6) to eight (8). The number of uniform pieces will be determined during the annual CSEA and Food Service Uniform Committee.

- E. Responsibility:  
Employee to be personally responsible for the uniform and/or uniforms issued. If any issued clothing is damaged by a job-related accident, the damage clothing will be replaced.
  - F. Upkeep:  
Employee to be responsible for the laundering and proper upkeep and alterations necessary for neat grooming while on duty.
  - G. Refund if Terminated:  
Employee agrees that in the event of termination, for any reason within the first year of uniform issue, that a refund will be made to FUSD in the amount of the pro rata share of the cost of the uniform based on 100% of the cost divided by duty months.
  - H. Buttons:  
Additional buttons will be furnished by the Food Services Department as needed.
- 2. Tools:  
FUSD agrees to provide all tools, (hammer, pliers, screwdrivers [regular, phillips head]) equipment and supplies required by FUSD for bargaining unit employees for the performance of employment duties.
  - 3. Safety Equipment:  
Should applicable State and Federal laws regarding the employment duties of an employee in the bargaining unit require the use of any equipment or gear to insure the safety of the employee or others, FUSD agrees to furnish such equipment or gear.
  - 4. Physical Examinations:  
FUSD agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to, the provisions outlined in the Education Code.
  - 5. Mileage Allowance:  
Unit members who are required to use their personal automobile in order to carry out their assigned duties, or for other assignments requiring travel from their normal work site to another work site, including manager meetings, shall be reimbursed at the IRS allowable rate. This rate shall be automatically increased as the IRS increases its allowable rate.
    - A. "Regularly or assigned duties" travel shall include:
      - 1) Travel between work sites for unit members whose regular assignments specifically require such travel.

- 2) Travel by unit members whose assigned duties specifically involve transporting of supplies, equipment or food.

FUSD reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month.

- 3) Regular supply and equipment deliveries to satellite school sites shall be delivered by Nutrition Center drivers.

6. Transportation of Lunches:

Bargaining unit employees shall not be required to transport more than ten (10) lunches (two [2] baskets) in personal vehicles.

7. Computer Training:

Technology training will be made available to CSEA 143 employees as necessary.

### **ARTICLE 8 – EMPLOYEE RIGHTS**

1. Right to Organize:

FUSD and CSEA recognize the rights of employees to form, join and participate in lawful activities of employee organizations.

2. Work Environment:

All employees in the bargaining unit shall be guaranteed a working environment free from illegal discrimination and all employees in bargaining unit shall not suffer reprisals for participation in organization activities. Violation of this section shall be subject to the Complaint Procedure, as per Article 2.

3. Probationary Period:

The probationary period for new FUSD employees shall be one (1) calendar year from the date of hire.

4. Personnel Files:

The personnel file of each employee shall be maintained at FUSD's Central Administration Office.

A. Confidentiality:

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of FUSD when actually necessary in the proper administration of FUSD's affairs or the supervision of the employee.

B. Review of Information:

A classified employee may, upon request, review materials in his/her personnel file. Privileged information, such as confidential placement bureau papers and confidential statements submitted as part of application procedures, including

rating reports of records which were obtained prior to the employment of the person involved, shall be removed by the Associate Superintendent, Division of Human Resources/Labor Relations, or designee from the file prior to a review of the file by the employee.

C. Derogatory Material:

Employees shall be provided with written copies of any derogatory material ten (10) days before it is placed in the employee's personnel file, and such material shall be signed and dated by both parties. In the event an employee will not sign, a witness may attest that the opportunity was afforded. ("Derogatory material" is defined as documents containing negative information; "derogatory material" does not include evaluation documents).

D. Time of Response:

The written response shall be provided to the District within a reasonable amount of time and will be attached to said materials.

E. Review of Response:

If the employee believes that the derogatory charges are without basis, they may submit a written response to those charges and request that the facts be reviewed by the Associate Superintendent, Division of Human Resources/Labor Relations. In the event derogatory charges against an employee are proven to be without substance, the material shall be expunged from the personnel file. The decision shall be subject to the Complaint Procedure, beginning at the appropriate level.

5. Evaluation and Professional Learning:

All classified employees/unit members are encouraged, but not mandated to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice for career planning. All employees are also encouraged, but not mandated to create a Professional Learning Plan (PLP), based on self-reflection as well as feedback from accountable community teammates, peers, and/or their supervisor.

No evaluation of any employee shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the prime evaluator. In the event an employee's job performance is less than satisfactory, a formal oral review shall be held between the employee and evaluator in advance of the written evaluation. At this time a Competency Review report will be completed identifying examples of unsatisfactory performance and recommendations for improvement. The employee shall be given the opportunity to offer a written response to the document. No material resulting from this



conference shall be placed in the employee's personnel file at this time. A reasonable period of time (not less than thirty [30] working days) will be provided for the employee to make the necessary corrections. If an acceptable performance level is not obtained, the evaluation will reflect the substandard performance and may include copies of the Competency Review Report with employee response. The employee shall have the right to review and respond to any evaluation in accordance with procedures outlined in this Article. When a satisfactory evaluation is not obtained, a Work Plan will be developed jointly by the supervisor and employee and implemented to specifically identify the necessary improvements to include goals and objectives.

A) Subject to Grievance:

The evaluation process and procedure here agreed upon are subject to the Grievance Procedure; however, evaluation of the performance is not.

B) Critical Evaluations:

Critical evaluations shall be based on documented evidence and/or direct observation of the evaluator and shall not be based on hearsay.

C) Evaluation Request:

An employee who receives "requires improvement" on the Classified Employee Evaluation Report may request another evaluation after a three (3) month period. If the supervisor believes the employee still requires improvement the evaluation need not be completed. This provision does not apply to an "unsatisfactory" rating.

6. 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.

7. Contract Availability:

All new employees shall be provided with a copy of the current Collective Bargaining Agreement (CBA) upon date of hire. Copies of changes or additions to the current Agreement shall be provided to all bargaining unit members affected within thirty (30) days of ratification. The contract is also available on the Human Resources Web Site.

## ARTICLE 9 – FRINGE BENEFITS

### 1. General Provisions

#### A. Insurance Benefits:

FUSD shall provide a fully paid health plan (less the applicable employee contribution) for employees and eligible dependents and a dental, life and vision plan for eligible employees. The current monthly employee contribution for the health plan is based upon a tiered structure.

#### B. Enrollment:

FUSD shall not prohibit any unit member from enrolling all eligible dependents as defined by FUSD'S eligibility requirements.

#### C. Members Who Terminate:

Bargaining unit members who terminate paid service during the school year shall have their calendar year of benefits coverage (except for FUSD Life Insurance Plan) prorated to equal the percentage of the service year worked.

#### D. Eligibility:

A bargaining unit member must be employed half time or more to become eligible for benefits. Bargaining unit members must be employed twenty (20) hours per week or more to become eligible for benefits. The only exception to this will be disability insurance.

#### E. Enrollment in Benefit Plans

##### 1) Health Plan:

Employees and eligible dependents must enroll within thirty (30) days of employment. Unit members enrolling or adding dependents shall effect coverage on the first day of the month following enrollment, provided properly completed enrollment materials are received by FUSD by the 10th of the preceding month before they are to be effective.

FUSD shall provide one (1) 60-day open enrollment period each year beginning approximately October 1<sup>st</sup> for all bargaining unit members and dependents not currently enrolled in the existing Health Benefit Plan. Unit members enrolling or adding dependents shall effect coverage on January 1<sup>st</sup> of the following year, provided properly completed open enrollment materials are received by FUSD by the 30<sup>th</sup> of November.

2) Dental Plan (Delta Dental)

New employees and eligible dependents must enroll within thirty (30) days of employment. Failure to so enroll timely would mean no dental coverage would be possible until the next annual open enrollment period.

- a) Eligible dependents may be enrolled in the Dental Plan at employee cost via payroll deductions.
- b) New dependents must be enrolled within thirty (30) days of their eligibility as dependents. If dependent coverage is desired, all eligible dependents must be enrolled and shall remain enrolled as long as they are eligible.

3) Insurance Plan:

New employees and their dependents must enroll within thirty (30) days of employment without proof of insurability. Coverage will be effective on the first day of active duty if that coincides with the first day of the month; otherwise, the first of the month next following the date of employment. Enrollment thereafter would require submission of a health statement which is subject to approval of the insurance carrier. Dependent coverage and supplemental units of insurance are available at employee cost via payroll deductions.

4) Vision Plan:

New employees must enroll within thirty (30) days of employment, and the effective date of coverage will be the first of the month following employment. Dependent vision coverage is available to regular, full time employees at their cost.

5) Disability Insurance Plan:

A disability insurance plan will be provided to all employees in the bargaining unit.

F. Disabilitant:

FUSD shall provide for coverage under the health plan for employees whose disability retirement application is pending.

Upon effective date of disability retirement, FUSD would provide coverage to those retirees who qualified by having ten (10) or more years of FUSD service.

2. Joint Health Management Board (JHMB)

- A. A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.

- B. Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- C. Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.
- D. The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
  - 1) Voting procedures, including absentee voting.
  - 2) Establishing regular meeting dates.
  - 3) Establishing subcommittees.
  - 4) The agendaing and prioritizing of JHMB activities.
  - 5) The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
- E. Labor and Management shall each have one (1) vote on the JHMB.
- F. Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision making process of the JHMB shall be:
  - 1) Consensus; if consensus cannot be reached, Section B applies.
  - 2) If consensus is not reached, the following is an example of the weighted vote for employee groups.

**Example**

The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, based on CSEA 125 and CSEA 143 representing approximately 1717 represented eligible active employees, (out of a total of 6756), CSEA 125 and CSEA 143 combined voting weight would be 25.4 percent.

- G. There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited Arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health

Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.

- H. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.
  - I. All vendor contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
  - J. The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's (incurred but not reported), both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2 million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.
3. Withdrawal from FUSD/JHMB Benefits Coverage
- A. The current negotiated agreement between the District and the union requires the District to provide health coverage to eligible employees pursuant to a District-provided health plan as summarized in the Medical Plan document.
  - B. As a result of 2004-2005 negotiations, the parties have agreed to delegate governance and administration of the District-provided health plan to a labor management Joint Health Management Board (JHMB).
  - C. The union agrees to the establishment of the JHMB, and agrees to participate thereon pursuant to the negotiated agreement and any related memoranda of understanding or side letters to which the union is a party. However, the union wishes to set forth conditions under which it may elect to withdraw from the JHMB-administered FUSD-provided health plan in the future.
  - D. The parties agree that the union may withdraw from the FUSD-provided health plan administered by the JHMB only under the following conditions:
    - 1) The union may withdraw during an annual window period by providing written notice to the District and to the JHMB by certified mail not later

than ninety (90) calendar days prior to June 30<sup>th</sup> of its decision to withdraw effective June 30<sup>th</sup> of that year.

- 2) As a precondition to withdrawal, the union must certify to the District's satisfaction that it has secured alternate and uninterrupted health coverage for its members and retirees such that the District and the JHMB are absolved of any present or future responsibility to provide such coverage.
- 3) Upon withdrawal, and absent negotiated agreement providing otherwise, the District shall allocate to the withdrawing union, on an annual basis, an amount of money equal to the District's contribution per active participant (in effect on the June 30<sup>th</sup> effective date of withdrawal), multiplied by the applicable number of active participants in each future year. This amount shall be reduced as appropriate and legally required to account for any expenses and/or financial obligations, etc. that may remain with the FUSD/JHMB at and/or following the time of withdrawal.
- 4) Once the union withdraws, it shall be solely responsible for providing health benefits to its represented members and members who have retired or will retire from the District, including but not limited to any unfunded liabilities related thereto. Upon withdrawal, the union absolves the District of any future responsibility to provide benefits for employees and retirees of the District who were, are, or will be represented by the withdrawing union.

E. Any disagreements between the union and the District regarding whether the foregoing requirements for withdrawal have been met shall be subject to expedited binding arbitration through the California State Mediation Service. In such a case, any proposed union withdrawal from the FUSD Health Plan shall not be implemented until such decision has been issued.

#### 4. Health Fund

A. Effective as of July 1, 2018, in addition to the Health Fund contribution set forth in 6.A. of this Article, the District shall increase the annual per active employee contribution to the Health Fund consistent with other bargaining units.

B. Current medical IBNRs shall remain as IBNR's in the Health Fund.

#### 5. Procedures Regarding Potential Underfunding of Health Fund

A. The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.

- B. Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
- C. If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to Section 2, paragraph H above. Such action shall negate the shortfall within the fiscal year.
- D. If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.
- E. JHMB actions and/or automatic assessments shall apply as set forth in paragraphs C and D above regarding any month in which a projected shortfall is determined to exist.
- F. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.
- G. Notwithstanding paragraph D immediately above, any midyear increase to the Health Plan Reserve Assessment representing a shortfall of three percent (3%) or more shall not immediately be passed on to active and retired employees during the fiscal year of such increase. Instead, such amount shall be temporarily funded by the District. Such amount shall be repaid to the District the following fiscal year by increasing the Health Plan Reserve Assessment paid by employees in an amount and for the duration of time necessary for the District to recoup its temporary "loan" within such following fiscal year. Such increase shall be in addition to any regular, annual increases the JHMB might impose pursuant to Section 2 (JHMB) paragraph H. This paragraph (5, G) shall be effective and apply only to the 2005-2006 school year.

6. Health and Welfare and Compensation

- A. The District's contribution to the Health Fund as set forth in Section 4 of this Article "Health Fund," shall be automatically increased by the percentage figure

representing the effective, ongoing unrestricted dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing unrestricted deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.

- B. The foregoing shall constitute the Districts maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section 2, paragraph H (JHMB). Such changes must be adopted by the JHMB and implemented effective July 1<sup>st</sup> annually except for any changes made pursuant to Section 5. (Procedures Regarding Potential Underfunding of Health Fund).
- C. The District's contribution per each active eligible employee to the health fund shall not be less than the amount set forth in Section 4 of this Article "Health Fund."

## 7. Retiree Health Benefits

### A. Eligibility

An eligible retiree is one who has completed a minimum of sixteen (16) years of service, in FUSD prior to retirement, and has reached the age of fifty-seven and one-half (57½) years, except in the case of disabilitants. A disabilitant, as so certified by California Public Employees' Retirement System (CalPERS), becomes eligible for this benefit immediately if such disabilitant has had ten (10) years of service, in FUSD. In addition to regular years of service, Board approved health leaves shall be counted in the years' service requirements for this benefit. Employees hired prior to July 1, 1982 will qualify with ten (10) or more years of FUSD service.

Employees who were hired before July 1, 1982, resigned, and then were rehired before July 1, 1994 will qualify with ten (10) years of FUSD service.

Employees who were hired before July 1, 1982, resigned, and then were rehired after July 1, 1994 will qualify with sixteen (16) years of FUSD service.

### B. Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005:

The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005:

- Minimum age: 60
- Minimum years of service with the District: 25
- Benefit coverage for employee and spouse
- Benefit coverage to age 65 or age of Medicare eligibility if revised by law



(no post 65/post-age of Medicare eligibility benefits)\*

\* The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.

These modifications shall not apply to laid off employees who were hired on or before June 30, 2005, and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

C. Dependents:

An eligible dependent(s) is defined as meeting the eligibility requirements of the current Health Benefit Plan.

D. Medicare Part "B":

Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

E. Spouses Benefits:

If a retiree receiving this benefit should predecease a spouse, then the benefit will continue for said spouse provided all applicable requirements of these provisions are met.

F. Medicare Defined:

All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the current Health Benefit Plan.

G. Between 50 and 57½:

Bargaining unit members retiring after the age of fifty (50) who maintain coverage under FUSD's Health Benefit Plan at their own expense shall be eligible for FUSD-paid coverage at age fifty-seven and one-half (57½) in accordance with the other provisions in this Article.

H. FUSD Paid Benefits:

FUSD shall provide continued paid health insurance benefits for enrolled surviving dependents of a deceased classified employee who was 57½ years of age or older and who would have been eligible for retirement and had completed sixteen (16) years or more of FUSD service, for the duration of eligibility. Employees hired prior to July 1, 1982 will qualify with ten (10) or more years of FUSD service.

I. Surviving Spouse:

The surviving spouse shall pay the applicable premium of the deceased employee who was under age 57½ and continue same until the deceased employee would have reached age 57½.

J. Reenrollment Rights:

Bargaining unit members returning from Board approved leave shall re-enroll within thirty-days (30) of return. There will be no health history requirements for unit members and their dependents. For FUSD's life insurance plan, re-enrollment shall be governed by the insurance company's requirements, if any.

K. Alternative Insurance Plan:

Medical Eye Services (MES) and Pacific Union Dental (PUD) Dental Plans are additional options to the Vision and Dental Plans currently existing between the Fresno Unified School District and CSEA.

L. Hold Harmless:

The parties acknowledge that the District has taken the position in these negotiations that this Collective Bargaining Agreement (CBA) has the legal effect of modifying benefits (deductibles and co pays) contributions and other assessments for current retirees of the District. The parties further acknowledge that the unions/associations have disputed the District's position regarding contributions and other assessments for retirees. Notwithstanding this difference, the parties agree that this agreement is a valid and binding collectively bargained agreement which, if the District's position is correct legally establishes contributions and other assessments by current retirees. Nothing herein shall be construed as acceptance or acquiescence by the unions of the legitimacy of the District's position in this regard. Accordingly, should future District action to implement assessments and contributions from current retirees based on this Collective Bargaining Agreement be challenged in an appropriate forum, and if the unions are named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the unions for any adverse final judgment and any reasonable attorney's fees and costs incurred by the unions/associations. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

8. Plan Design

A. Cross-Covered Participants:

(Active and/or retired employees and spouses are both FUSD employees or retirees): Cross-covered participants through the annual open enrollment process will have the opportunity to choose whether they desire to retain cross-covered status.

Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two (2) party or family premium, as applicable, for the coverage(s) chosen.

Those current cross covered participants who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross covered participants.

B. No Opting Out:

All eligible District employees shall be required to participate in the Health Benefits Plan so long as the Association is a member of JHMB and its unit members receive JHMB administered District-provided benefits as set forth herein and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverage's.

C. Effective April 1, 2012, the following monthly contributions and assessments shall apply:

**All Eligible active employees and eligible pre-65 year-old retirees**

Plan A and Plan C (Kaiser)	<u>12-Month</u>	<u>10-Month</u>
Employee Only	\$160.00	\$192.00
Employee + Children	\$175.00	\$210.00
Employee + Spouse	\$220.00	\$264.00
Employee + Family	\$230.00	\$276.00

<u>Plan B</u>	<u>12-Month</u>	<u>10-Month</u>
Employee Only	\$60.00	\$72.00
Employee + Children	\$70.00	\$84.00
Employee + Spouse	\$90.00	\$108.00
Employee + Family	\$100.00	\$120.00

All Eligible Active Employees and Eligible Retirees Up to Age 75

D. Health Plan Reserve Assessment:

In addition to the monthly contributions provided above, all eligible active employees and pre-65-year old retirees shall contribute a Health Plan Reserve Assessment of \$10 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10 per month each, up to a maximum of \$40 per month.

However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

E. Specific information:

Regarding monthly contributions, assessment, co-pays, deductibles, prescription benefits, out-of-pocket maximums and other information for all plan coverages can be found in the District Plan document or at: [jhmbhealthconnect.com](http://jhmbhealthconnect.com)

**ARTICLE 10 – GRIEVANCE PROCEDURE**

1. Definitions

A. Grievant:

A "grievant" may be any classified, non-management employee of FUSD covered by the terms of this Agreement, or the Association.

B. Grievance:

A "grievance" is a formal written allegation by one (1) or more specifically named bargaining unit members, or by the Association. A "grievance" must allege a violation of specific provisions of this Agreement which affects the grievant or the unit member named by the Association.

C. Group Grievance:

A "group grievance" may be filed on behalf of more than one (1) specifically named grievant when both parties agree that there are common questions of fact pertaining to each grievance, and the grievances should proceed as a group.

D. Association Grievance:

The CSEA may grieve all Articles of this Agreement without, necessarily, identifying a specifically named bargaining unit member. These grievances must be filed within the time limits prescribed for Food Services Director Level (Level I formal grievances) and initiated at Superintendent Level (Level III).

E. Business Day:

A "day" is any day in which the FUSD Administration Center is open for business with the exception of those days during the winter vacation and spring vacation.

F. Immediate Supervisor:

The "immediate supervisor" is the lowest level supervisor not in the bargaining unit having immediate jurisdiction over the grievant who has been designated to adjust grievances.

2. Fundamentals

A. Scope of the Procedure:

Actions to challenge or change the policies of FUSD as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

B. Informal Resolution

Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without CSEA intervention and/or representation, in an attempt to resolve the matter informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur but are not required.

C. CSEA Representative

Grievants shall have the right upon request to the presence of a CSEA representative at all steps, at all conferences, and during any and all discussions and/or proceedings, formal or informal, concerned with processing or adjusting the grievance.

D. More Than One Supervisor

Any grievant having more than one (1) immediate supervisor may file the grievance at Level II. If two (2) or more employees having identical grievances have different supervisors, they may file the grievance at Level II.

E. Release Time Provisions

Any bargaining unit members required to appear in connection with this Article shall suffer no loss of pay. The grievant shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

F. Influence of Grievant

Neither party shall attempt to isolate the grievant in order to influence an adjustment of the grievance.

G. Grievance Procedure without CSEA

Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure without CSEA intervention, provided that FUSD shall not agree to a resolution of the grievance until the CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Bargaining unit members may individually present grievances to FUSD for processing. If the grievant desires a representative to help resolve the grievance at any level, said representative shall be designated by the exclusive representative for that purpose.

H. Time Limits are Maximum

It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.

I. Grievance not Appealed

Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the proceeding step.

J. FUSD Response:

If FUSD does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.

K. Grievance Adjustment:

It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution.

L. Detrimental Decision:

It is mutually understood and agreed that the management persons responsible for considering grievances are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the

event no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified timelines.

M. Association Grievance:

Association grievances must be filed within the time limits prescribed for Food Services Director Level (Level I) grievances. Association grievances should, however, be initiated at Superintendent Level (Level III), with fifteen (15) days allowed for the Superintendent (or his/her designee) to render a decision.

The District and CSEA may assert a failure to meet any procedural requirement set forth in this Article at any time during the Formal Grievance Process.

3. Informal Level

Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her manager.

4. Formal Level

A. Food Services Director Level (Level I):

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days of the time the grievant could reasonably have known of the occurrence of the act or omission, the grievant must present his/her grievance in writing on the appropriate form to the Food Services Director. The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance including the name of any involved employee, and date(s), time(s), and place(s) involved in the alleged grievance. It shall also specify the section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reasons why the Manager's (or other FUSD Administrator's) proposed resolution, if any, is unacceptable.

- 1) The Food Services Director shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the Food Services Director does not respond within the time limits, the grievance shall be advanced to Division of Human Resources/Labor Relations Level (Level II).
- 2) Within the above time limits, a personal conference will be held at the request of either party.
- 3) Failure of the grievant or the Association to meet the timelines set forth herein, or include the necessary elements of a grievance set forth in Section 4(A) above shall render the grievance null and void.

B. Division of Human Resources/Labor Relations Level (Level II):

In the event the grievant is not satisfied with the decision at the Food Services Director Level (Level I), he/she may appeal the decision on the appropriate form

to the Chief of Human Resources/Labor Relations or his/her designee, within ten (10) days.

- 1) This statement must include a copy of the original grievance (including a copy of all Level I documents), the decision rendered, and a clear, concise statement of the reasons for the appeal and the insufficiency of the Level I response.
- 2) The Chief of Human Resources/Labor Relations, or his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Chief of Human Resources/Labor Relations, or his/her designee, may request a personal conference within the above time limits.
- 3) Failure of the grievant or the Association to include the necessary elements of the Level II appeal set forth in Section 4(B)(1) above, shall render the grievance null and void.

C. Superintendent Level (Level III):

If the grievant is not satisfied with the decision at the Division of Human Resources/Labor Relations Level (Level II), he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent or Superintendent's designee.

- 1) This statement shall include a copy of the original grievance (including a copy of all Level I and Level II documents) and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal and the insufficiency of the Level II response.
- 2) The Superintendent, or Superintendent's designee, shall communicate his/her decision to the grievant within ten (10) days.
- 3) Failure of the grievant or the Association to include the necessary elements of the Level III appeal set forth in Section 4(C)(1) above, shall render the grievance null and void.
- 4) If the Superintendent or Superintendent's designee does not respond within the time limits, the Association may appeal to Arbitration.

D. Arbitration Level (Level IV):

If the Association is not satisfied with the decision at the Superintendent Level (Level III), the Association may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute.

- 1) The Association and FUSD shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin.



- 2) The fees and expenses of the arbitrator and the hearing shall be borne equally by FUSD and the Association. All other expenses shall be borne by the party incurring them.
- 3) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.
- 4) Powers and limitations of the arbitrator shall be as follows:

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The arbitrator shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant or grievants. The arbitrator's remedy must be limited to the agreement and specific grievance involved.
- 5) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award, if any, which shall be final and binding.
- 6) The decision of the arbitrator is not appealable by either party except as provided in this Section and by law.
- 7) Where the arbitrator's decision is contrary to any of the provisions of this Article, it shall be deemed to be arbitrator misconduct and/or that the arbitrator has exceeded his/her powers under this Agreement.

5. Extending or Shortening Timelines

Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.

## **ARTICLE 11 – HOLIDAYS**

1. Scheduled Holidays:

FUSD agrees to provide all eligible employees in the Food Services Unit with the following paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Spring Vacation Day (One-half [½] of Friday of the week of spring recess)  
Memorial Day  
Independence Day  
Labor Day  
\*Admission Day

Veteran's Day  
Thanksgiving Day (The Thursday proclaimed by the President and the following Friday)  
Christmas Eve (One-half [½] day)  
Christmas Day

\* **NOTE:** School Days Only employees who work Admission Day will be granted one (1) additional day of pay, and that will be provided in their monthly salary computation. All others will have half (½) of Admission Day added to the spring vacation and one (1) half-day (½) added to the Christmas Eve holiday, making them full-day holidays.

2. Cesar Chavez:

A floating holiday in memory of Cesar Chavez will be provided to eligible bargaining unit members to be taken prior to June 30<sup>th</sup> of each year. The floating holiday will discontinue if a scheduled holiday for Cesar Chavez is instituted.

3. Additional Holidays:

Every day declared by the President or Governor of this State as a public fast, mourning, Thanksgiving or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37222 or its successor shall be a paid holiday for all employees in the bargaining unit only if schools in the District are closed on the stipulated day.

4. Holidays on Saturday or Sunday:

When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.

5. Teacher Training Days:

Within the employee's duty year, any day granted as a teacher training day, teacher institute, or teacher-parent conference day, by whatever name for whatever purpose, is a regular workday for said classified employee.

6. Holiday Eligibility:

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays, December 25<sup>th</sup> and January 1<sup>st</sup>, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

## **ARTICLE 12 – HOURS AND OVERTIME**

1. Workweek:

The regular workweek of a full-time unit member shall be forty (40) hours.

2. Workday:  
The regular workday shall be eight (8) hours.
3. Scheduling:  
The scheduling of the hours and the workdays shall be the sole discretion of the FUSD Management.
  - A. Computing Hours Worked:  
For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.
  - B. Adjustment of Assigned Time:  
Any employee in the bargaining unit who is required to work 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 their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. An employee may not be required to adjust his/her regularly-assigned time on a temporary basis without mutual consent.
  - C. Lunch Period:  
All employees working four (4) hours or more covered by this Agreement shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes per day. A lunch period shall be scheduled for full-time employees at or about the midpoint of each work shift.
  - D. Rest Period:  
Bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by FUSD. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
  - E. Shift Differential - Compensation:  
If one-half ( $\frac{1}{2}$ ) or more of the unit member's assigned shift is between 5:00 p.m. and 8:00 a.m., the following will apply: a five percent (5%) shift differential will be added to the base pay for hours worked that shift until 12 o'clock midnight and a ten percent (10%) shift differential will be added to the base pay for hours worked between 12 o'clock midnight and 8:00 a.m.
  - F. Additional Work Assignments:  
When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular work year, such as but not limited to summer school, the work shall be offered to bargaining unit employees having the appropriate classification to fulfill the requirements of the position, by seniority hours.

An employee who accepts an additional assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall their compensation and benefits be less, on a pro rata basis, than the compensation and benefits received immediately prior to the commencement of the additional work assignment.

- 1) No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for the additional work assignment bears to the number of hours assigned to the employee during the regular work year.
- 2) All hours assigned to an employee for an additional assignment shall be considered "hours in paid status" for the purposes of this Agreement.

G. Reassignment of Hours/Position/Site:

Any reassignment of hours, position and/or site which adversely affects bargaining unit member(s) shall be subject to the Complaint Procedure.

H. Split Shifts:

There will be no split shifts.

I. Minimum Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate.

J. Call Up

Any employee called by telephone about work, when said employee is not on duty for FUSD, shall be compensated at a rate of one-half ( $\frac{1}{2}$ ) hour per call based upon the employee's regular rate of pay.

4. Overtime

FUSD will provide compensation or compensatory time off at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for unit members designated by FUSD and authorized to perform overtime. Overtime shall be assigned in minimum quarter ( $\frac{1}{4}$ ) hour increments. Accumulated overtime will be paid or used by June 30<sup>th</sup> of each year.

A. Compensation for Overtime

Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. Any employee having an average workday of four (4) hours or more during the workweek shall be compensated for any work to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the commencement of the workweek at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following the

commencement of his/her workweek, be compensated for at a rate equal to one and one-half (1½) the regular rate of pay.

B. Authorization of Overtime

The designation, authorization and allocation of any overtime shall rest solely with FUSD management and shall not be subject to Article 10, Grievance Procedure. Overtime shall be rotated as equally as is practical among employees within each department or work site.

5. Minimum Call-In Time and Call-Back Time:

Any employee called in to work on a day when the employee is not scheduled to work and any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate.

6. Summer School Assignments:

The District will offer summer school assignments to bargaining unit members by seniority with the highest job classification who are assigned at the site designated by the District to provide summer program service.

A. Bargaining unit members must apply for summer school assignments using the Food Service summer school application process. A seniority list will be established from which the appointed Food Services and CSEA designees may select the appropriate personnel by seniority and classification as identified above and will establish an eligibility list from which bargaining unit members will be offered summer school assignments. Summer school assignments will be offered to bargaining unit members on the eligibility list on the basis of seniority by site.

B. In the event that the original summer school program or site is held at an alternative site, bargaining unit members at both locations will be considered by seniority having the highest classification to fulfill the position, and who have the required skills to serve in the classification required for the summer school assignment.

C. A bargaining unit member who is assigned to summer school shall be compensated and receive benefits on a pro rata basis at no less than the compensation and benefits that are applicable to the classification of the summer school assignment during the regular academic year.

D. In the event that no bargaining unit members at the site designated for the summer school program accept an available assignment, assignments will be offered to bargaining unit members who have applied for summer school assignments pursuant to paragraph 6(A) above, who have the highest classification to fulfill the position, and who have the required skills to serve in the classification required for the summer school assignment.

## ARTICLE 13 – LAYOFF AND REEMPLOYMENT

1. Reason for Layoff:

Classified employees shall be subject to layoff in accordance with provisions of the Education Code of the State of California, Sections 45114, 45115, 45117, 45298 and 45308, for lack of work or lack of funds. For purposes of this Article, reduction of hours shall be considered a layoff.

2. Notice of Layoffs:

FUSD shall notify the affected employees in writing and contact CSEA not less than sixty (60) days prior to the effective date of any layoff. Notice of layoff shall include:

- A. Reason for layoff
- B. Date effective
- C. Seniority placement
- D. Notice of bumping rights
- E. Reemployment rights
- F. Promotional rights
- G. Service retirement options

Prior to the effective date of any layoff, FUSD shall meet with CSEA to review the seniority list.

3. Order of Layoffs:

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Seniority shall be based on the number of hours an employee has been in a paid status in the class, plus higher classes, exclusive of any overtime. Employees shall be laid off according to their status in the following order: first, temporary; second, probationary; third, permanent.

4. Bumping Rights:

An employee laid off from his/her present class shall be given the opportunity of replacing any employee with fewer seniority years of work in lower classes provided the employee has previously served in that classification or is qualified to hold the position.

5. Layoff in Lieu of Bumping:

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

6. Equal Seniority:

If two (2) or more employees subject to a layoff have equal seniority in the affected class, the determination as to who shall be laid off will be made on the basis of

seniority with FUSD. If that be equal, the greater hire date seniority shall prevail, and, if that be equal, then the determination shall be made by lot.

7. Reemployment Rights:

Employees who are laid off shall be placed upon the reemployment list in order of their seniority, which shall be in reverse order of layoff. They are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in their former class, in preference to new applicants, or in a lower class if qualified and so elected. In addition, such persons laid off shall have the right to interview for promotional vacancies for which they qualify within FUSD for the thirty-nine (39)-month period.

8. Voluntary Demotion or Voluntary Reduction in Hours:

Employees may take voluntary demotions or voluntary reductions in assigned time in lieu of layoff and 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, with no limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

9. Return Within Thirty-Nine (39) Months:

Any permanent classified employee of a school district who voluntarily resigns from his/her permanent position may be reinstated or reemployed by FUSD within thirty-nine (39) months after his/her last day of paid service and without further competitive examination to a position in his/her former classification as a permanent employee, or as a permanent employee in a related lower class or a lower class in which the employee formerly has permanent status. He/she will be afforded first level interview status. If FUSD elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.

10. Exit Interviews:

Exit interviews shall be afforded each employee laid off. During this interview the employees shall:

- A. Be apprised of any other job opportunities FUSD has for which they may be qualified.
- B. Have an opportunity to make any skills and interests they have a matter of record.
- C. Be afforded an opportunity as soon as reasonably possible to take any tests required to qualify for other job openings.
- D. Be given first consideration for any job openings for which they demonstrate qualifications.

## ARTICLE 14 - LEAVE PROVISIONS

### 1. Bereavement Leave

#### A. Number of Days:

Pursuant to the provisions of Education Code Section 45194, Bereavement Leave without loss of pay for a period not to exceed three (3) days or five (5) days if travel out of State is required, may be granted in the event of death of any member of the immediate family.

#### B. Immediate Family:

Members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild, great grandchild, stepmother, stepfather, stepchild, of the employee or the spouse, or any relative living in the immediate household of the employee.

#### C. Family, Not Immediate:

In the cases of death of members of the family not included as "members of the immediate family", see Personal Necessity Leave.

#### D. Multiple Deaths:

In the case of multiple simultaneous deaths of family members as defined, Bereavement Leave of five (5) days in State and seven (7) days out of may be granted.

### 2. Health Leave:

FUSD shall continue, at FUSD's expense, less the current monthly employee contribution, all paid health benefits for a period of up to six (6) months from the date the leave is effective. Coverage thereafter would be optional on the part of the employee and at employee expense.

### 3. Industrial Accident or Illness Leave

#### A. Education Code:

Pursuant to the provisions of the Education Code Section 45192, employees who are a part of the classified service shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

#### B. Compensable Worker:

The accident or illness must have arisen out of or in the course of the employment of the employee and must be accepted as a compensable workers' compensation claim by the Risk Management Office.



- C. Maximum Leave:  
Maximum allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident.
- D. Not Accumulative:  
Allowable leave shall not be accumulative from year to year.
- E. Commencement:  
The leave under these rules and regulations shall commence on the first day of absence.
- F. Lost Wages:  
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 average daily wage.
- G. Authorized Absence:  
Industrial Accident or Illness Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the workers' compensation laws.
- H. Leave Overlap:  
When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- I. Entitlement Exhausted:  
When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement of other sick leave will then be used; but, if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
- J. Reemployment List:  
When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment for which the employee qualifies and accepts over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

K. Permanent Employees:

The benefits provided by these rules and regulations shall be applicable only for those employees who have successfully completed one (1) year of continuous service with FUSD.

L. Failure to Accept Assignment:

An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an assignment at his/her previous level shall be dismissed.

M. Additional Leave:

The expressed authorization of requirements of these rules and regulations shall not deprive the governing board of the power to grant additional leave pursuant to the provisions of Education Code Section 45190, if circumstances should warrant.

N. Travel Outside of State:

An employee receiving benefits as a result of these rules and regulations shall, during periods of illness or injury, remain within the State of California unless the governing board authorizes travel outside the State.

4. Legal Commitments and Transactions

A. Jury or Court Duty:

In the event that classified employees should be summoned to appear for jury duty or as a witness in court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, FUSD shall grant leaves of absence to employees under the same conditions at full pay.

B. Jury or Witness Fees:

The employee shall reimburse FUSD any amount he/she receives for jury or witness fees by submitting them to the Payroll Department upon receipt. FUSD will reimburse mileage expenses.

C. Shift Workers:

Those employees whose regular assigned shift commences at 4:00 p.m., or after, and who are requested to serve on jury duty, shall be relieved from work that shift.

5. Military Leave:

An employee shall be entitled to any Military Leave mandated by law and shall retain all rights and privileges granted by law arising out of exercise of Military Leave.

6. Parental Leave:

A parental leave of absence without pay shall be granted to a classified employee for the purpose of child-bearing as follows:

A. Pregnant Entitlement:

A classified employee who is pregnant shall be entitled, upon request, to a Maternity Leave for a maximum of one (1) year. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment throughout her pregnancy as long as she is able to properly perform her required functions.

B. Parental Leave of Absence:

Any classified employee shall be entitled, upon request, to a parental leave of absence not to exceed one (1) year to begin immediately after the birth of their child, or after receiving legal custody of a child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

C. Children with Disabilities:

Employees who are parents and/or guardians, or who have received legal custody of physically and/or mentally disabled children shall, upon request, be entitled to a leave of absence for a maximum of one (1) year.

D. If a Dependent Child Becomes Disabled:

If a dependent child becomes physically and/or mentally disabled, the provisions of the preceding two (2) paragraphs shall be applied for employees eligible under those provisions to care for said child.

E. Return to Active Employment:

Any classified employee who has been on Parental Leave less than one (1) year and notifies the Superintendent of his or her desire to terminate his or her leave may return to active employment. Within seven (7) days after receipt of the notice the employee will be assigned to the same position which he/she held at the time the leave commenced, or, if that position is no longer in existence, to a substantially equivalent position. A substitute employee will be hired during the classified employee's absence to ensure job availability for the classified employee.

Upon his or her return, said employee shall be entitled to all benefits and/or considerations to which employees are normally entitled upon return from a parental leave of absence without pay.

F. Fringe Benefit Program:

While on Parental Leave, a classified employee shall have the option to remain an active participant in the fringe benefit program by contributing the full premium amount necessary for those actively employed. It is understood that such participation in CalPERS is subject to that agency's eligibility requirements.

G. Assignment Rights:

All assignment rights for persons returning from Parental Leave shall be subject to the then existent FUSD provisions for assignment and transfer.

7. Peace Corps Leave

A. Definition:

- 1) A Peace Corps leave of absence is granted to permit an employee to accept an appointment to serve in the Peace Corps.
- 2) Formal request for a Peace Corps Leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.

B. Eligibility Requirements:

A regular classified employee may be granted a Peace Corps Leave at any time.

C. Length of Leave:

Leaves for service in the Peace Corps shall be granted for a period of two (2) years only.

D. Effect on Benefits

- 1) Step Advance: When acceptable evidence of satisfactory Peace Corps Service is presented, credit is allowed for a maximum of two (2) years on the same basis as though such experience was an assignment to active service with the Fresno Unified School District.
- 2) Retirement: Service on a Peace Corps Leave is not creditable for retirement purposes, and no retirement contributions are required.
- 3) Other: No benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps Leave. Earned vacation may be taken either prior to or after return from the Peace Corps Leave.

E. Request Procedure:

After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

8. Personal Business Leave:

With prior approval by the principal/supervisor, a maximum of two (2) days of accumulated leave may be used in any school year for personal business. These days are to be a part of the total of ten (10) days pursuant to the Personal Necessity Leave provision. Personal Business is defined to include any matter which bargaining unit members cannot take care of outside of work hours.

A. Procedure:

An employee shall use Form NC10A in requesting that time off for personal business be charged to accumulated sick leave. The request should indicate that the leave was for Personal Business. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

9. Personal Necessity Leave

A. Education Code:

To comply with Education Code Section 45207, a classified employee of FUSD may use his/her accumulated sick leave acquired under the provisions of this Article on "Sick Leave" in this Agreement in cases of personal emergency or necessity. Use of sick leave under this Article of "Leave of Personal Use" is limited to ten (10) days in any school year.

B. Reasons:

Reasons which shall be considered as personal emergency or necessity under these rules and regulations are:

- 1) Death of a member of the immediate family: "Immediate Family" as used in this section means the same as those outlined in the "Bereavement Leave" section of this Agreement. This applies after "Bereavement Leave" has been used.
- 2) Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "Immediate Family" as defined in B(1) above (it would include uncles, aunts, cousins, nieces and nephews). Emergency leave may also be granted for the funeral of a non-relative living in the immediate household.
- 3) Accident involving personal property, or the person or property of the immediate family as defined in B(1) above, and of such emergency nature that the immediate presence of the employee is required during his/her workday.
- 4) Appearance in court as a litigant.
- 5) An illness or an unusual circumstance involving a member of the employee's immediate family as defined in B(1) above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during the assigned hours of work.
- 6) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the assigned hours of service.

- 7) A final examination at any institute of higher learning or trade/vocational school that cannot be rescheduled, and for which professional growth credit is allowed and verification given.

C. Procedure:

An employee shall use Form NC10A in requesting that time off for personal emergency or necessity leave be charged to accumulated sick leave. The request should set forth the specific facts constituting the emergency, or necessity, and need for absence from the place of employment. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

10. Personal or Family Emergency Leave

A. Granting of Leave:

Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence to a permanent classified employee when he/she is compelled to be absent from duties due to a personal or family emergency that is considered to be of such a nature as to render the employee unable to perform his/her duties. Reasons for such a leave could include, but are not limited to, illness of a member of the family or close relative, need for the presence of the employee out of the area for legal purpose, accident, and head of household responsibilities or quarantine.

B. Length of Time:

Such leave may be granted for a period of one (1) year at a time and shall be without compensation.

C. Request in Writing:

Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for action whenever possible.

D. While on Leave:

While on authorized leave, the position held by the classified employee shall, if needed, be filled by a substitute or temporary employee.

E. Failure to Return:

Should the employee on leave not return to his/her position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating employment or an extension is requested and granted by FUSD. In the event the extension request is received, the position will be open for hire. Upon return from the leave extension, the employee will be returned to a position at the same or a higher level for which they qualify.

F. Benefits:

Health benefits may be maintained during such leave at the option and expense of the employee.

11. Pregnancy/Disability Leave:

A pregnant classified employee who has not received leave as provided under the "Parental Leave" Article of the Agreement is entitled to utilize accrued sick leave days and/or "sub deduct" days for pregnancy/disability subject to the following conditions:

A. Apply to Sick Leave:

Sick leave shall apply only to those days of absence during which the classified employee is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.

B. Verification:

FUSD may require the classified employee to file a physician's verification which clearly states the employee was incapable of meeting her normal work assignment.

C. Health Evaluation:

Within seven (7) calendar days after the termination of the leave, the classified employee shall submit a physician's written health evaluation including the reasons the employee was disabled during the period of absence. FUSD may require additional physician statements or reevaluation of the classified employee by her physician (any additional statement required shall be at FUSD's expense).

D. Benefits:

Health benefits may be maintained during such leave at the option and expense of the employee.

12. Sick Leave

A. Sick Leave:

Employees shall be granted one (1) day of sick leave per month with full pay for each month during which the employee is in paid status.

B. Definition of Day:

A "day" is defined as the employee's assigned regular number of hours. Example: A five (5) hour employee earns five (5) hours of sick leave per month.

C. Definition of Month:

A "month" is defined as one-half ( $\frac{1}{2}$ ) or more of the employee's assigned regular number of working days.

D. Pay for Day of Sick Leave:

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.

E. Beginning of Fiscal Year:

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited 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 FUSD 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 FUSD.

F. Accumulation of Sick Leave:

If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall accumulate from year to year.

G. Suspected Abuse of Sick Leave:

When abuse of sick leave is suspected, FUSD's Division of Human Resources/Labor Relations may authorize the requirement that the employee furnish a doctor's certification or other satisfactory evidence of illness or injury.

H. Verification:

Any employee who is absent due to illness or injury more than five (5) consecutive days is required to submit a written statement from a licensed medical provider verifying that absence was due to illness or injury. The statement must also list any physical restrictions and state the employee is able to return to work.

I. Sick Leave - Other:

When the employee is absent from his/her duty on account of illness or accident for a period of one hundred (100) working days or less, whether or not the absence arises out of or in the course of employment of the employee, 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 to fill his/her position during the absence, or Step 1 of the classification, whichever is less.

J. Differential Pay:

The five (5) months for differential pay purposes has been determined to be one hundred (100) working days commencing on the first date of absence. If the employee does not earn the full advancement of sick leave, that portion unearned is due FUSD. A written report will be provided to show how differential pay was determined.

K. After Sick Leave Is Used Up:

The employee is entitled to full salary for the portion covered by sick leave and shall be docked the rate paid the substitute for the remaining portion of the one hundred (100) working days.

L. Once Per School Year:

The one hundred (100) working days for differential pay purposes shall be applicable once per school year.



M. Sick Leave Runs Concurrently:

The paid sick leave provided for under this section runs concurrently with any other paid leave provided for in this Article. Such sick leave shall not be cumulative.

13. Special Leave - Public Office:

Unpaid leave of absence shall be granted to a bargaining unit member who is an elected full-time member of any State, Federal or local government office.

14. Study/Retraining Leave:

A leave of absence for study/retraining may be granted at the option of the Board to any member of the bargaining unit.

A. Six (6) Month Periods:

Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

B. Restrictions:

- 1) Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 2) Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 3) No more than one (1) study leave of absence shall be granted in each three (3) year period.
- 4) No more than one (1) retraining leave of absence shall be granted in each three (3) year period.

C. Break In Service:

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

D. Benefits:

Health benefits may be maintained during such leave at the option and expense of the employee.

15. Travel Leave:

A. Recommendation and Approval:

Upon the recommendation of the Superintendent, the Board of Education may grant a classified employee with at least five (5) years of credited service a leave for purpose of travel for personal enlightenment, or to accompany a spouse, for a period not to exceed one (1) year. Such leave shall be without compensation.

B. Authorization:

Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for consideration and action. While on (authorized) leave, the position held by the classified employee will be filled by a substitute or temporary employee. Should the employee on leave not return to his/her position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating his/her employment or an extension is received.

C. Benefits:

Health benefits may be maintained during such leave at the option and expense of the employee.

16. Unauthorized Leave:

A. Definition:

Unauthorized leave is defined as absence from regularly assigned duties that is not in conformance with any leave provisions contained within this Agreement or without prior official approval of FUSD. Such unauthorized leave may include, but is not limited to, nonattendance at required meetings.

B. Disciplinary Action:

Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.

C. Verification:

The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be made within five (5) days of the absence.

## ARTICLE 15 – MEMBERSHIP

1. Dues:

FUSD shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members, or become members, of CSEA on the date of the execution of the Agreement, and who have submitted dues authorization forms to FUSD.

FUSD shall immediately notify the CSEA treasurer if any member revokes a dues authorization.

2. Service Fee

A. CSEA and FUSD agree that each employee in the bargaining unit should contribute equally toward the cost of administration of the Collective Bargaining Agreement (CBA) by CSEA and for the representation of employees in the bargaining unit by CSEA.

B. All bargaining unit employees, as a condition of continued employment, within thirty (30) days of employment, shall either become a member of CSEA or pay CSEA a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of CSEA membership for the duration of the Agreement, or a period of three (3) years from the effective date of such agreement, whichever comes first. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

C. In the event that an employee revokes a dues or service fee authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code Section 45168(b), FUSD shall deduct service fees until such time as CSEA notifies FUSD that arrangements have been made for the payment of such fees.

3. Religious Objection:

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three (3):

- A. Red Cross
- B. United Way
- C. Muscular Dystrophy Association

4. Deduction and Payment of Charitable Contributions:

Any employee who belongs to a religious body herein shall, within thirty (30) days of the date of this Agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one (1) of the three (3) organization listed in Section 3, of this Agreement, or in the alternative, such employee shall provide proof to FUSD that such payment have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, CSEA is authorized to charge the employee for the reasonable cost of using such procedure.

5. Organizational Security:

CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonable in dispute while such challenges are pending.

6. Hold Harmless Provision

A. CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

B. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation there of, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

C. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

D. Claims:

CSEA shall indemnify and hold FUSD harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

**ARTICLE 16 - ORGANIZATIONAL RIGHTS**

1. Right to Access:

CSEA representatives shall have the right of access at reasonable times with clearance from site manager or the Division of Human Resources/Labor Relations to areas in which employees work for the purposes of representing bargaining unit members on grievances and matters relating thereto. Other association business/activities will be conducted outside established work hours or during employee(s) designated rest periods, breaks or lunch periods.

2. Mailboxes and Bulletin Boards:

The CSEA shall have the right to use without charge institutional bulletin boards, mailboxes, the school mail system, and other FUSD means of communication for the posting or transmission of information or notices concerning CSEA matters. FUSD will provide a mailbox and bulletin board or portion thereof for the exclusive use of CSEA at every work site, subject to the following conditions:

A. Posting and Distributions: All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with designated authorization of CSEA.

B. Superintendent's Copy: A copy of such postings or distribution must be delivered to the Superintendent or designee at the same time as posting or distribution.

C. Derogatory or Defamatory Information: The CSEA will not post or distribute information which is derogatory or defamatory of FUSD or its personnel, subject to the immediate removal by FUSD of the right to post or to distribute for a period of at least one (1) full semester.

3. Use of Equipment and Facilities:

The CSEA shall have the right to reasonable use, without charge, of institutional equipment, facilities and buildings for the purpose of processing grievances and other lawful business of the organization subject to the following conditions:

A. Advance Permission: An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

B. Verify Request: The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a CSEA representative.

C. Reasonable Fee: The CSEA pays a reasonable fee for additional expenses related to utilities, security, clean-up and any unusual wear or damages.

4. Right to Review Personnel Files:

The CSEA shall have the right to review employees' unrestricted personnel files and any other unrestricted records dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee. Photocopies of documents shall be provided upon request.

5. Right to Information Without Cost:

The CSEA shall have the right to receive, upon request without cost, two (2) copies of any and all standardized and existing materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement. This includes, but is not limited to: Board Minutes and agenda "packets"; Board Policies and Administrative Regulations; changes, additions, alterations or deletions to Policies and Regulations; seniority rosters; budget reports. Materials classified as confidential will not be included.

6. Right to Receive Release Time:

The Designated CSEA representatives (CSEA President, officially elected delegates, job stewards, site representatives, CSEA members approved by Association and CSEA bargaining team members) shall receive release time from duties for negotiations, professional conferences, committees or other lawful association business subject to the following conditions:

A. Annual Statewide Conference: Officially elected delegates of CSEA Chapter 143 shall receive release time annually to attend the CSEA Statewide Annual Conference.

B. Designated Meetings: The District will allow release time for at least two (2) CSEA representatives to attend designated meetings.

C. Notice of Release from Duties: At least twenty-four (24) hours prior (or as soon as possible) to release from duties for a purpose enumerated in this section, the designated representative shall inform the immediate supervisor in order that an adequate substitute may be obtained as necessary.

D. Record of Release Time: The record of expended release time by CSEA pursuant to this section shall be maintained by the FUSD Office of Labor Relations. CSEA shall be notified once each month as to the hours expended for this purpose. CSEA shall also receive a copy of the signed and completed

release form.

E. Impact of Release Time: The parties acknowledge that the release time provided for in this section is not limited by a particular number of hours to be utilized. As such, the parties mutually agree to utilize release time opportunities in a reasonable and professional manner, and only to the degree and frequency necessary to accomplish the purposes set forth above. Release time for Designated CSEA representatives shall be permitted as described in this Article, provided that such contact does not interfere with District assignments and obligations of employees, and also provided that the CSEA designated representative notifies the immediate administrator in advance that he/she will be entering the job location for the purpose of transacting CSEA business and checking in at the school site office consistent with Board Policy.

F. A unit member has the right to be represented in meetings with the District if the unit member reasonably believes that the meeting may lead to disciplinary action; but, does not have the right to be represented at meetings held to discuss routine matters such as giving instructions, training, demonstrating proper work techniques.

7. Release Time, CSEA President, Food Service Unit:

The Board of Education may grant release time of the President, Food Service Unit, for CSEA work. Such release time will not exceed twenty percent (20%) of the work time. Release time will be granted for the term of office, and upon reelection, an additional term. This leave shall not be FUSD-paid; the CSEA Chapter 143 shall reimburse FUSD for salary, retirement and fringe benefits due according to contract and law.

8. Job Stewards:

FUSD recognizes the need and affirms the right of CSEA to designate a reasonable number of Job Stewards from among the employees in the unit. Job Stewards shall have the authority to receive complaints, to assist in the processing of grievances, file notice, and see that the terms and conditions of this Agreement are being observed.

A. List: The CSEA shall submit to FUSD a list containing the names of unit members serving as Job Stewards and shall update such list as necessary.

B. Time, Acknowledge, and Reprisals: CSEA activities of Job Stewards shall be conducted before and after working hours, or during lunch and rest periods. Exceptions to this must be only as authorized by CSEA for release time as provided for under this Article. No Job Steward shall be harassed, intimidated, transferred or discriminated against for any legal and appropriate CSEA activities.

9. Site Representative:

A CSEA Site Representative may be designated at each bargaining unit site to disseminate information.

10. Copies of Agreement:  
FUSD shall publish and provide copies of the contract as needed for members of the Association and the public.
11. New Employee Orientation:  
The District shall provide an opportunity for CSEA to participate in new CSEA 143 bargaining unit member employee orientations and present information to the newly employed bargaining unit members of the District regarding the recognized bargaining representative (CSEA). The District will grant release time for the chapter president or designee to attend New Employee Orientation for CSEA 143 bargaining unit members in order for CSEA to perform their representational duties. The chapter president or designee may be allowed up to thirty (30) minutes to present to new CSEA 143 bargaining unit member employees' information limited to the enrollment process, notification and invitation to chapter meetings, the Association contract information, dues information, and to respond to questions related to these areas.

## **ARTICLE 17 – PROFESSIONAL GROWTH**

1. Introduction:  
The Professional Growth Program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to have an opportunity to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees and the public.

Professional growth is being developed if any of the following occur:

- A. The experience reflects increased knowledge, understanding and skills generally related to the employee's job assignment.
- B. It provides background information for the activity in which engaged.
- C. It manifests personal development and responsiveness to the human and social factors of others.

2. Definition of the Program:  
It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools and to improve work performance.



3. Definition of Professional Growth:

It is the continuous purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

4. Professional Growth Committee:

This committee shall be formed to rate activities for professional growth credit including maintenance of a list of suggested courses for all areas of the classified services and to present all recommendations to the Superintendent (or designee) for approval.

The Professional Growth Committee may recommend for approval courses not on the approved list.

A. Membership:

Chapter #143 shall have two (2) unit member representatives on this committee. In addition, other classified units may be represented, and the following administrative personnel will be included on the committee:

One (1) representative from the Division of Instruction and the Associate Superintendent, Division of Human Resources/Labor Relations, or his/her designee to serve as permanent secretary.

B. Appointment to Committee:

Committee members shall be appointed by their respective units. The appointment of a representative from the Division of Instruction shall be made by the Associate Superintendent, Instructional Division.

C. Terms:

The term of office of appointed members shall be for overlapping terms.

D. Vacancies:

A vacancy in a position shall be filled for the balance of the unexpired term in the same manner that members are initially appointed.

E. Duties and Functions:

The duties of the committee shall be as follows:

- 1) To elect a chairperson and vice-chairperson each year from among committee members.
- 2) To evaluate and make recommendations to the Associate Superintendent, Division of Human Resources/Labor Relations, on policies and procedures to implement and operate the Professional Growth Program.
- 3) To establish necessary meeting schedules and procedures for the conducting of committee business. The committee shall meet prior to the beginning of fall and spring semesters. The committee shall meet at other appropriate times

when deemed necessary by the Associate Superintendent, Division of Human Resources/Labor Relations.

- 4) To determine educational needs of various categories of the classified staff, and recommend course titles.
- 5) To recommend criteria for approval or disapproval of educational activities.
- 6) To recommend unit value on all professional growth activities.
- 7) To review and recommend approval or disapproval of employee application for credit.
- 8) To make recommendations to the Associate Superintendent, Division of Human Resources/Labor Relations, regarding the granting of professional growth increments to eligible employees who qualify for an award.
- 9) To review upon the request of the employee an application which has been denied.
- 10) Maintain a current list of approved courses which shall be considered an addendum to this Agreement.

5. Eligibility of Employees for Participation in the Professional Growth Program

A. Permanent Employees:

Eligible employees are all employees in the unit who have followed the Professional Growth regulation.

B. Probationary Employees:

Units earned while on probationary status may be applied towards the first increment provided that the employee has complied with the other Professional Growth Regulations and receives permanent status.

6. Self-Improvement:

This program is not intended to restrict in any way the training and self-improvement efforts a bargaining unit member may undertake on his/her own initiative. However, such training shall be considered as applicable to a professional growth increment only if it meets the requirements specified by this policy and implementing regulations of the Professional Growth Committee.

7. Voluntary Professional Growth Credits:

The Committee will recommend the approval in advance of increment units which may be earned in the following types of professional growth activities.

A. University/College:

University, college, (two [2] and four [4] year) one (1) semester hour normally represents one (1) clock-hour per week for one (1) semester.

B. Adult School:

Credit for classes in Adult School or other educational experiences recommended will be equated as follows:

Total Hours Required to Complete Course	Maximum Unexcused Absences Allowable	Unit Credit
8-20	1	1
21-30	1	1½
31-40	2	2
41-50	2	2½
51 or more	2	3

The above is subject to instructor's statement that the course has been satisfactorily completed by the candidate (on forms supplied by the Professional Growth Committee).

8. Allowable Credits for Institutes, Lectures, Seminars and Workshops

A. In-service Education:

In-service educational activities related to employee's area of employment that are attended on personal time. One (1) unit for twenty (20) hours of programmed attendance, with a maximum of three (3) units in this area for each professional growth award.

B. In-service Training:

In-service training or in-service education for which services as organizer, leader, speaker or consultant are recognized but for which no fee or overtime compensation is paid by Fresno Unified School District. Two (2) units for twenty (20) hours with a maximum of four (4) units for each professional growth award.

C. No Repeats:

Courses or activities for professional growth increments are not to be repeated for credit.

D. Classification Changes:

If an employee's job classification changes after he has initiated a professional growth plan, all approved course work which has been started and/or completed at such time shall apply toward a professional growth award.

E. Verification:

College and community college course work must be verified by official transcript. All other work must have official verification acceptable to the Professional Growth Committee.

F. No Credit:

No credit is given for courses or workshops which are required for job continuance or as part of a competency review program. No credit is given to an employee for units earned prior to employment by FUSD.

G. Excess Units:

If units earned are more than those required for a professional growth increment, they are carried over for the succeeding increment.

H. Records:

An employee's Professional Growth Record, together with appropriate verification, is kept on file in FUSD Division of Human Resources/Labor Relations Office.

I. Service on a FUSD Committee:

When serving on an approved FUSD related committee, the Professional Growth Committee will receive proof of hours contributed by the classified employee. The employee will receive: Two (2) units per year with a maximum of four (4) units in this area for each professional growth increment.

9. Increment Plan:

A professional growth award will represent the completion of twelve (12) semester units or equivalent increment points.

A. Maximum Points:

Maximum of six (6) equivalent increment points is allowable toward credit of a professional growth award (equivalent increment points as determined by provisions in this contract for institutes, lectures, seminars, workshops and in-service education and training outlined above).

B. Salary Increase:

A professional growth award shall increase the classified service employee's basic salary by \$150 per year.

C. Less Than Eight (8) Hours:

Employees working less than eight (8) hours per day or less than twelve (12) months a year shall be granted a proportionate share of the increment. Increment payments to employees shall be made monthly during their pay period.

D. Maximum Increments:

A career total of eight (8) increments (\$1200) may be earned. Records concerning the Professional Growth Program shall be maintained by the Division of Human Resources/Labor Relations. The increment shall be considered earned upon completion of the twelve (12) growth points and remuneration received the following fiscal year.

E. To Receive Credits:

The implementation of this program will permit employees meeting all eligibility requirements to receive credit for approved activities undertaken after July 1, 1974. In order to receive credit for a class, the employee must have registered to take the course following his/her date of hire as a regular employee. In order to receive a growth award for the following fiscal year, the course work must be completed and the request for credit must be submitted to the Division of Human Resources/Labor Relations Office by June 30<sup>th</sup>. The forms to be used in requesting professional growth credit can be obtained from the Division of Human Resources/Labor Relations.

F. Approved Course List:

A list of all approved classes for the various classifications will be maintained in the Division of Human Resources/Labor Relations and made available to employees upon request. If an employee wishes to take a course that is not included on this list, application for credit and appropriate forms are available from the Division of Human Resources/Labor Relations. Skill advancement courses may be approved by the Professional Growth Committee. No credit will be given for any courses where the skill has already been acquired or is the requirement for the position already occupied by the applicant unless such course represents advanced study or acquisition of advanced skill.

10. Request for Review:

An employee wishing to have a review of the Professional Growth request rejection may submit his/her request to the Associate Superintendent, Division of Human Resources/Labor Relations, or designee, or submission to the Professional Growth Committee.

### **ARTICLE 18 - PROGRAM IMPLEMENTATION**

Decisions of school site councils shall not be implemented by the District so as to be inconsistent with the terms of this Agreement.

### **ARTICLE 19 – PROMOTION**

1. First Consideration:

FUSD employees with necessary qualifications shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy.

A. Order of Applicant Consideration: Applicants shall be considered in the following order:

- 1) Internal: Permanent and Permanent Probationary (six [6] month probationary period) bargaining unit members including employees that have completed a

lateral transfer request through the department of Human Resources/Labor Relations with necessary qualifications, including required courses. Interviews for the internal applicants shall take place on the same day and lateral transfer candidates shall have the opportunity to be interviewed first.

- 2) External: New hire probationary bargaining unit members (twelve [12] month probationary period) and non-bargaining unit members who meet the established qualifications (e.g., SEIU, trades), substitutes and others will be considered.

B. The Following Criteria Shall Be Used by the Interview Panel in the Consideration of Promotion Requests:

- 1) The efficient operation of FUSD, as determined by the Superintendent or his/her designee
- 2) Experience, skills and recent training of any bargaining unit employee compared with those of other candidates
- 3) The recommendation of the administrator or supervisor where the vacancy exists
- 4) The affirmative action goals and policy of FUSD

C. Comparable Qualifications: In the event that two (2) or more applicants are judged by the panel to have comparable qualifications and are acceptable for the position, the employee with the greatest bargaining unit seniority shall receive the position.

D. Grievance: FUSD judgment as to the acceptability of candidates for the position or the comparability of candidates is not subject to the Grievance Procedure.

2. Posting Notice:

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each FUSD job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees within the unit may file for the vacancy.

3. Notice Contents:

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary range, the deadline for filing application, how to apply for the opening and designate if the position is confidential or supervisory.

4. Filing:

An employee in the bargaining unit may file for the vacancy by notifying the Division of Human Resources/Labor Relations within the filing period. Any bargaining unit

employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

5. Selection:

All applicants not interviewed shall be notified prior to interviews when reasonably possible, and all those interviewed but not chosen for the vacancy shall receive an appropriate letter of notification within ten (10) days and not longer than twenty (20) days following the interview.

In all cases, those interviewed and not chosen shall be notified by letter or phone, if possible, prior to the selectee assuming the position, and upon request shall be given job related reason(s) for being denied the position; and, if possible, methods for improvement.

6. Additional Hours:

Additional hours of assigned time shall be filled by a qualified employee from within each school site at the discretion of the site manager. The hours shall be assigned on a rotating basis, with seniority given first consideration. School site managers shall be responsible for providing explanations to employees at their site who are not offered additional hours.

7. Salary Placement:

Employees being promoted shall be placed on the salary schedule on the step in the higher classification which provides a minimum of five percent (5%) salary increase. If maintaining the current step placement in the new classification does not reflect a five percent (5%) increase, the person shall receive a five percent (5%) adjustment and progress to the next step on the salary schedule the following fiscal year. Under no circumstances will compensation exceed Step 5 of the new salary range.

8. Probationary Period:

All classifications of employees in the unit will be placed on a probationary status upon appointment to a new assignment which is considered a promotion (Example - Food Services Tech I to Food Service Tech III). The probationary period will be for six (6) months. Should the employee's performance be less than satisfactory during this probationary period, the supervisor shall prepare a performance review with suggestions for correcting the deficiency(ies). A sufficient period of time shall be afforded the employee to correct the deficiency(ies). If the employee's performance continues to fall short of the requirements of the position, he/she shall be moved back to his/her former classification and be placed in the first available vacancy in that classification. Until such vacancy occurs, the employee shall be placed on a temporary assignment for which he/she qualifies. During the period of time that the employee fills in on this temporary assignment, the salary will be that of the former permanent classification.

## **ARTICLE 20 – RECLASSIFICATION**

1. Definition:  
Reclassification constitute any significant change in job definition or function that results in increased responsibility. Any increase in work load is not in itself grounds for reclassification.
  
2. Request for Review of Position:  
Requests for review of position may be initiated by any classified employee. Upon receipt of such request, the supervisor shall investigate the validity of the request and provide the employee a written response within twenty (20) days.
  - A. Supervisor Recommends: If the supervisor recommends a change of class, a formal reclassification form shall be submitted by the supervisor to the Division of Human Resources/Labor Relations Office, and the reclassification procedure, as stipulated in Board Policy 4213.2, adopted 8/24/1995 and revised 8/24/2001 shall be followed.
  
  - B. Supervisor Disagrees: If the supervisor disagrees with the request, he/she will sit with the employee and carefully delineate the employee's responsibilities and duties. The supervisor shall structure and direct the activities of the employee in order to insure that the employee works within the prescribed job description. In addition, if the employee has been working out of class, but a reclassification is not appropriate, the employee shall be granted differential pay for the period of time in question.
  
  - C. Time Frames for Submission: The time frames for submission of Request for Review of Position and/or Reclassification are:

October 1<sup>st</sup> and March 1<sup>st</sup>

Responses to requests will be made on or before sixty (60) days after the submission deadline of the request. Those requests that are denied will indicate reasons for the denial in the response.

3. Request for Reclassification:  
An administrator or supervisor may submit a request for reclassification if, in their judgment:
  - A. Responsibilities Warrant: The responsibilities of the position held by an employee are sufficiently above that of other employees in like positions to warrant a reclassification,
  
  - B. Responsibilities Added: The responsibilities need to be added as a result of reorganization, in which case the supervisor should initiate the request. The Administration will follow the procedure outlined in FUSD reclassification policy.



4. Salary Placement of Reclassified Position:  
Whenever an employee is reclassified, he/she shall retain whatever step earned in his/her former classification. However, in no instance shall the increase result in more than a five percent (5%) upward adjustment above the existing position. If a recommendation is made that would result in an adjustment of more than five percent (5%) the position would be treated as a vacancy and advertised FUSD wide.
5. Grievability:  
The reclassification process is grievable, but the reclassification decision is not.
6. Temporary Duties:  
An employee occupying a regular position may temporarily be assigned to a higher class with appropriate administrative approval. In those cases where the temporary assignment exceeds four (4) workdays within a fifteen (15) calendar day period, the employee shall receive an appropriate rate of pay for the entire period. In determining the appropriate rate, the step placement shall be such that the employee will be placed on the higher class at Step 1. In the event placement on Step 1 does not result in at least a five percent (5%) increase, the employee will be placed on the first step equal to or lower than his current step which results in at least a five percent (5%) increase.  
  
Should the temporary assignment to the higher class exceed twenty (20) workdays, the employee shall be paid at a rate on the salary schedule as if the employee had been promoted to the higher level class for the entire period he/she holds the temporary position.
7. Position Descriptions:  
FUSD shall establish and maintain job descriptions outlining the basic duties for all positions represented by this unit. Additionally, such job descriptions will include the date on which the description was established with appropriate footnotes denoting revision date(s).

## **ARTICLE 21 – RECOGNITION**

1. Acknowledgment:  
FUSD confirms its recognition of CSEA as the exclusive representative for that unit of employees recognized by FUSD and approved by the Public Employment Relations Board (PERB); that the Food Services Unit is comprised of the positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. FUSD agrees to notify CSEA whenever a new position is created in the Food Services Unit and to consult with CSEA regarding the salary range assigned to the job classification.

2. Scope of Representation:

The scope of representation shall be limited to matters relating to wages, hours of employment and all other terms and conditions of employment as defined by the Public Employment Relations Act. Nothing herein may be construed to limit the right of FUSD to consult with CSEA on any matter outside the scope of representation.

**ARTICLE 22 – SAFETY**

1. Primary Concern:

Safety is a primary concern of the Board of Education and the CSEA, and the Board directs that a safety program be instituted to fulfill this responsibility for employees.

2. Safe Working Conditions:

The safety program shall be directed toward maintaining safe working conditions and equipment and shall comply with standards prescribed by Federal, State and local laws and regulations affecting employee safety.

3. Dignity of Work:

The Board believes in the dignity of work and feels every person should derive personal satisfaction from his/her work, free from injury or illness; therefore, safety must always be a part of any function or work performed by employees of FUSD.

4. Safety Committee:

A Safety Committee comprised of bargaining unit representatives, department head and/or his/her representatives shall be formed and shall meet as agreed upon by the parties, to discuss safety and other work-related conditions.

5. Grievance Procedure:

The formation and utilization of the above committee are subject to the Grievance Procedure, but the actions and decisions of the committee are not subject to those procedures.

6. Personal Property:

FUSD shall provide safe storage for employee's personal property which is normally carried by the employee.

**ARTICLE 23 – SALARY**

1. Salary Increase:

For the 2018-2019 school year a three percent ongoing (3.0%) increase to the 2017-2018 salary schedule will be added effective July 1, 2018, for all bargaining unit members effective with the first warrant of the 2018-2019 contract pay year for all bargaining unit members employed on the date this agreement is ratified by both parties.

2. Parity:

If any other District association or union negotiated agreement results in a superior health and welfare/compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise. This clause shall not apply to any wage increase resulting from the "scale wage" formula in the negotiated Agreement between the District and the Building Trades Council.

3. Anniversary Increment:

An anniversary increment shall be applied as follows: Eight-tenths of one percent (0.8%) each year of employment from the 16<sup>th</sup> to the 25<sup>th</sup> year, to a total of eight percent (8%) at the 25<sup>th</sup> year and thereafter.

A. Payments Made Monthly: Increment payments to employees shall be made monthly during their duty year (e.g. ten [10] month employees will receive their increment in ten [10] equal payments). A year shall be construed as seventy-five percent (75%) or more of a normal work year.

B. Currently Receiving Longevity: In any case, where a bargaining unit member is currently receiving a longevity increment that would be more than the new longevity increment, that bargaining unit member shall remain on the old increment plan until such time as the new increment schedule shall equal or surpass the old increment schedule. All bargaining unit members not currently receiving any longevity increment pay shall receive only the new longevity increment.

4. Overpayment:

The parties recognize that on occasion employees may be overpaid wages or other compensation as a result of error or other circumstances. The parties agree that a procedure is necessary to enable FUSD to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.

A. In the event FUSD discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to FUSD.

B. If the overpayment is \$150 or less, FUSD may deduct the full amount from the employee's next payroll warrant. If greater than \$150, deductions from future paychecks shall be made over a reasonable period of time and be determined by negotiations between the parties.

C. If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen (15) calendar day of receipt of the notice of overpayment.

D. An arbitration award in FUSD's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for FUSD to make payroll deductions as provided above.

5. Dock of Salary:

In the event an employee is to receive a deduction (dock) in salary, a notice will be sent to the employee describing the reason and the amount of the dock.

6. Retiree Employment:

Salary payment procedures for retirees will provide for appropriate pay for temporary or substitute job assignments.

7. 1987-1988 Disability Agreement:

A. If FUSD Pay Disability: In the event that FUSD chooses to fully fund a disability plan for all FUSD employees, and CSEA and its Chapter #143 elects to participate in FUSD's program, FUSD shall place a percentage increase of 0.62% on each and every step of the salary schedule effective upon termination of the American Fidelity Insurance Program and implementation of the program under FUSD's carrier.

B. If CSEA Elects Not to Participate: In the event that the CSEA and its Chapter #143 elects not to participate in FUSD's program, FUSD shall place a percentage increase equivalent to the percentage cost per employee of FUSD disability program onto each and every step of the salary schedule effective upon the decision by the bargaining unit not to accept FUSD program.

## **ARTICLE 24 – SAVINGS PROVISION**

1. If Contrary to Law:

If any provision of this Agreement or any application thereof to any bargaining unit member is held by the highest State or Federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision. In that event, however, all other provisions or applications of this Agreement shall continue in full force and effect.

2. Suspension or Invalidation:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination

for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE 25--SUPERINTENDENT/ORGANIZATION BOARD OF EDUCATION MEETINGS**

1. Annual Superintendent Meeting:  
At least annually the Superintendent and the CSEA Chapter President shall arrange a meeting (not to exceed one [1] full day) to include the CSEA's Executive Board, representatives from the Superintendent's staff and three (3) members of the Board of Education. Arrangements shall be made to cover employee assignments for that day, or the meeting may be scheduled on an acceptable day in which school is not in session.
2. Primary Purpose:  
The primary purpose of such meetings is to exchange ideas pertinent to the classified community.
3. Prepared Agenda:  
The Superintendent and the CSEA Chapter President shall prepare the agenda and distribute it to the persons involved at least one (1) week prior to the meeting.
4. Written Response:  
A written response addressing any unresolved concerns made by CSEA or FUSD will be provided within thirty (30) days.

### **ARTICLE 26 - TERM**

1. Full Force:  
This Agreement shall remain in full force and effect up to and including June 30, 2021.
2. Negotiations for New Contract:  
Any negotiations that the Association wishes to conduct for a contract subsequent to June 30, 2021, shall commence the sunshining process prior to May 1, 2021.
3. Termination Date:  
In the event a successor agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or until the impasse procedures set forth in Chapter 10(7), Division 4 of Title I of the Government Code, commencing with Section 3548, are fully exhausted.

### **ARTICLE 27 – TRANSFER**

1. Transfer Origin:

Transfers may be originated with the Administration or may be requested by an employee. "Transfer" refers to a horizontal movement of an employee from one job to another in the same class of positions and at the same salary rate and may include movement from one work site to another. A transfer request should not be confused with a request for consideration for promotional opportunity. A request for transfer must be on file prior to the opening of a position.

A. Transfer - Lateral:

A permanent classified employee may request a transfer to a position on the same salary grade level by submitting the Classified Transfer Request Form to the Division of Human Resources/Labor Relations. Employees may submit a request for transfer at any time and the transfer request will be active for one (1) year. However, employees are urged to withdraw a transfer request should circumstances change their willingness to accept a transfer if offered. FUSD shall consider transfer requests for all positions. Forms are available on the District website, or by request from the Division of Human Resources/Labor Relations Office. When openings occur, transfer requests on file shall be reviewed. Employees requesting a lateral transfer must meet standards on their most recent Classified Employee Evaluation in order to be qualified for a lateral transfer. Employees requesting transfer and found to be qualified shall be referred to the appropriate supervisor for interview.

First Consideration: FUSD employees with necessary qualifications shall be given first consideration in filling any job vacancy which can be considered a transfer.

1) Criteria: the following criteria shall be used by the interview panel in the consideration of transfer requests:

- a) The efficient operation of FUSD, as determined by the Superintendent or his/her designee;
- b) Experience, skills and recent training of any bargaining unit employee compared with those of other candidates;
- c) The recommendation of the administrator or supervisor where the vacancy exists;
- d) The affirmative action goals and policy of FUSD.

In the event that two (2) or more applicants have comparable qualifications and are acceptable for the position, the employee with the greatest bargaining unit seniority shall receive the position.

FUSD judgment as to acceptability of candidates for the position or the comparability of candidates is not subject to the Grievance Procedure.

2. Selection:

All those interviewed but not chosen for the vacancy shall receive an appropriate letter of notification within ten (10) days of selection or, when reasonably possible, prior to the selectee assuming the position, and upon request shall be given job-related reason(s) for being denied the position, and, if possible, methods for improvement.

B. Transfer - Administrative:

The Administration may affect the transfer of a classified employee when deemed in the best interest of the school district. Reasons for such transfers may include, but are not limited to:

- 1) Increase or decrease in staffing complements
- 2) Opening of new plants to assure balance of staff
- 3) Abandonment of school plants
- 4) Elimination of positions
- 5) Acute emergencies declared by the Superintendent
- 6) Untenable circumstances concerning the working relationship between an employee and his/her supervisor
- 7) Untenable circumstances concerning the working relationship between two (2) employees

An administrative transfer shall be enacted by the Superintendent or a division head after these procedures have been followed:

- 1) The employee being transferred shall be notified in writing of the recommended transfer and the reason for its request.
- 2) In cases where the transfer involves the employee's performance or attitudes, the Classified Employee Competency Review form shall be used, and the employee shall be afforded sufficient time to make any suggested corrections.
- 3) The transfer shall be discussed with the appropriate division head and approved by the Division of Human Resources/Labor Relations prior to the time the actual transfer request is initiated.
- 4) An employee transferred shall be placed in the first vacant position available within the appropriate classification, when possible. FUSD will

make every effort to avoid moving an employee more than once while awaiting permanent position.

C. Transfer - Medical:

FUSD shall give an employee the opportunity to apply for and be considered for any job opening when said employee is medically unable to satisfactorily perform his/her regular job duties, but who is still physically able to perform other work on medical certification, provided said employee meets the minimum job qualifications for the job opening. The alternate work may constitute promotion or lateral transfer to a related class, but it shall be enacted only with concurrence of the employee. CSEA shall be notified in advance of implementation of such medical transfers.

**ARTICLE 28 - VACATION ALLOWANCE**

Duration of Employment		12-Month Employee	10-Month Employee
*Prior to July 1	- 1 Month	1.0	1.0
"	- 2 Months	2.0	2.0
"	- 3 Months	2.5	2.5
"	- 4 Months	3.5	3.5
"	- 5 Months	4.5	4.5
"	- 6 Months	5.0	5.0
"	- 7 Months	6.0	6.0
"	- 8 Months	7.0	7.0
"	- 9 Months	7.5	7.5
"	- 10 Months	8.5	8.5
"	- 10½ Months	---	---
"	- 11 Months	9.5	---
"	- 12 Months	10.0	---
1	- 3 years**	10.0	9.5
4	- 10 years	15.0	12.5
11	- 14 years	18.0	15.0
15 +	years	20.0	16.5

\* For vacation computation purposes, a month shall be construed as more than one-half (½) of the normal working days of the regular classified employee's work month.

\*\* For longevity vacation allowance computation purposes, a year shall be construed as seventy-five (75%) or more of the normal work year.



In all cases vacation is advanced in the current school year. For example, in order for a twelve (12) month employee to be entitled to fifteen (15) days of vacation, the employee must have completed three (3) years and has begun the fourth (4<sup>th</sup>) year of employment.

Food Services employees (School Days Only) shall receive earned vacation pay on January 31<sup>st</sup> and the balance of earned vacation on June 30<sup>th</sup>.

1. Vacation Pay Upon Termination:

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, provided the employee has completed the first six (6) months of employment.

2. Vacation Postponement:

If for any reason a bargaining unit employee is not permitted to take all or any part of his/her vacation, the amount not taken shall, by mutual agreement of the employee and FUSD, be accumulated for use in the following year or be paid for in cash.

3. Bargaining Unit Members in Year Round Schools:

Bargaining unit members in year round schools will be permitted to take their vacation within their annual duty year as scheduled by the immediate supervisor.

4. Vacation Carry-over:

Any 12-month employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over ten (10) days of vacation to the following fiscal year. Exceptions may be made if the employee provides written plan for the use of carryover days to the Classified Coordinator, Division of Human Resources/Labor Relations through the employee's chain of command (supervisor to cabinet official).

5. Vacation Scheduling:

Vacations for 12-month employees shall be scheduled at time mutually agreed upon by bargaining unit members and management so far as possible within FUSD's work requirements.

6. Unused Vacation:

Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

7. Attendance Incentive Program

Members who have perfect attendance from July 1 to June 30, of any fiscal year, shall earn additional time as follows:

School day only employees with perfect attendance will earn one (1) additional day off during the fiscal year.

School day only employees working a summer school assignment with perfect attendance shall earn one and one-half (1 ½) additional days off per fiscal year.

Twelve month employees with perfect attendance will earn one and one-half (1 ½) additional days off per fiscal year.

The time will be granted July 1 of the following fiscal year of the perfect attendance. The scheduling of the time off must be mutually agreed upon with the department head.

The absences that will be viewed as qualifying for purposes of the Award are as follows:

1. Scheduled District Holidays
2. Approved Vacation
3. Jury Duty
4. Bereavement Leave
5. Union Business
6. Military Leave
7. Personal Necessity (Maximum use of up to seven (7) days)

**APPENDIX A**  
**FOOD SERVICE UNIT SALARY**  
**POSITION - GRADE/STEP - HOURLY**  
**Effective July 1, 2018**

<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
F01	Nutrition Services Assistant	\$12.02	\$12.64	\$13.31	\$14.01	\$14.75
F03	Operator, Packaging Machine	\$12.64	\$13.31	\$14.00	\$14.75	\$15.52
F05	Food Services Technician – Cesar Chavez Adult Education	\$13.29	\$14.00	\$14.73	\$15.51	\$16.32
F07	Technician, Food Production Utility Food Production Staging Technician	\$13.99	\$14.72	\$15.49	\$16.31	\$17.17
F09	Nutrition Services Operator Nutrition Services Cook/Baker	\$14.72	\$15.49	\$16.30	\$17.15	\$18.07
F10	Operator, Food Service – Education Center Nutrition Services Senior Assistant	\$15.09	\$15.88	\$16.72	\$17.60	\$18.52
F20	Manager, Food Services Elementary Manager, Food Services Middle Manager, Food Services Manager	\$19.44	\$20.46	\$21.54	\$22.67	\$23.86

For the school year 1996-1997, the monthly salaries for Traditional and Modified-Traditional managers were computed as follows:

School Days	180
Opening-Closing	2
Workshops	1
Holidays	11
Vacation	8
Institute	<u>1</u>
Total Paid Days	203

A total of 203 paid days at eight (8) hours per day equals 1624 hours, and 1624 hours at the appropriate hourly rate equals an annual salary.

Managers with earned vacation in excess of eight (8) days receive vacation pay at year-end for the vacation days in excess of eight (8).