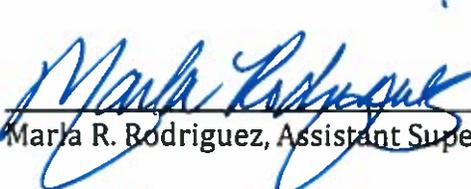


Tentative LGUSD Comprehensive Settlement Proposal
March 29, 2019

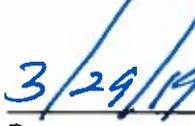
The Los Gatos Union School District proposes the following to settle and close contract negotiations with the LGUCEA for 2018-19 school year:

1. Salary Schedule increase of 4.25% on the salary schedule pending association ratification and board approval. This will be structured as follows
 - 3.5% retroactive, with an additional
 - 0.75% non retroactive, going forward following association ratification and board approval (see attachment #1)
2. Article 2. Agreement (see attachment #2)
3. Article 3. Agreement (see attachment #3)
4. Article 9. Agreement (see attachment #4)
5. Article 10. Agreement (see attachment #5)
6. Article 8. Agreement (see attachment #6)

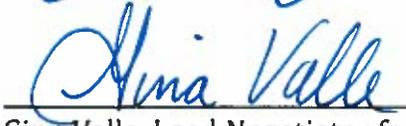
*Clarification regarding comp. time: Any comp. time accrued, in May and June, but not used prior to June 30th of the fiscal year will be paid the balance of their comp. time.



Marla R. Rodriguez, Assistant Superintendent



Date



Gina Valle, Lead Negotiator for LGUCEA



Date

LOS GATOS UNION SCHOOL DISTRICT CLASSIFIED POSITIONS AND RANGES
2018-2019

Effective 4/1/19

DRAFT

Job Family Position Title

Secretarial Clerical	Work days per year	Salary Range	Minimum Step 1	Step 5	Maximum Step 10
Accounting Specialist	260	69A	25.18	32.87	41.13
Admin Asst to Asst Supt	260	75A	27.61	36.02	45.08
Admin Asst Maintenance & Operations	260	68	25.05	32.66	41.02
Administrative Assistant III	205	70	25.68	33.44	42.12
Administrative Assistant II	202	68	25.05	32.66	41.02
Administrative Assistant I	202	62	23.25	30.36	38.12
Middle School Registrar	205	70	25.68	33.44	42.12
Health Clerk	185	47	19.32	25.18	31.66
Safe Routes to School Coordinator	185	47	19.32	25.18	31.66

Buildings and Grounds

Custodian III	260	70	25.68	33.44	42.12
Custodian II	260	68	25.05	32.66	41.02
Custodian I	260	63	23.56	30.71	38.59
Custodian I	185	63	23.56	30.71	38.59
Groundskeeper II	260	69	25.38	33.03	41.49
Groundskeeper I	260	65	24.17	31.46	39.58
Maintenance Specialist II	260	79	28.92	37.74	47.43
Maintenance Specialist I	260	68	25.05	32.66	41.02

Communications

Communications Coordinator	260	79	28.92	37.74	47.43
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Food Service

Food Service Associate III/Driver	185	45	18.83	24.54	30.85
Food Service Associate II	185	44	18.59	24.26	30.47
Food Service Associate I	183	40	17.69	23.09	28.99

Instructional Assistants

Behavior Interventionist	183	71	26.04	33.92	42.63
Special Education II	183	71	26.04	33.92	42.63
Special Education I	183	51	20.31	26.48	33.25
General	180	46	19.09	24.84	31.24
Science Materials Specialist	182	46	19.09	24.84	31.24

Instructional Specialists

Computer Specialist	182	51	20.31	26.48	33.25
Library Media Specialist	194	51	20.31	26.48	33.25
Sign Language Interpreter/Tutor	180	76	27.78	36.27	45.56
English Learner Tutor	182	65	24.17	31.46	39.58
PE Specialist	182	51	20.31	26.48	33.25

Safety

Campus Safety	182	57	21.87	28.49	35.81
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Technology

Data Technician	260	75A	27.61	36.02	45.08
IT Technician	260	75A	27.61	36.02	45.08
Information Technology Assistant	260	65	24.17	31.46	39.58
Technology Specialist/Data Support	194	65	24.17	31.46	39.58

Holidays	10-Month Employees	12 Days
	11-Month Employees	12 Days
	12-Month Employees	15 Days

Vacations	0 to 5 years of service	1 day per month worked
	6-10 years of service	1.5 days per month worked
	More than 10 years of service	1.75 days per month worked

Professional Development: Classified unit members may earn Professional Growth credit after 3 years of continuous service and completion of 30 hours of approved professional growth classes. Each Professional Growth credit is \$99.00 per month and is prorated to the employee's FTE. Subsequent increments may be earned after each additional two-year period of continuous and regular employment and the completion of thirty (30) additional hours.

Over Time is paid at time and a half - supervisor's prior approval required.

Comp Time is earned at time and a half - supervisor's prior approval required.

Lead Stipend is \$331.19 per month.

*Hourly time sheets reflect new rates as of 4/13/19

3.5% Retro to 7/1/18 + add'l .75% non-retro Total Increase = 4.25%
Pending Board Approval 4/18/19

Range	After 3 years										Range
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
26	14.82	15.90	17.04	18.15	19.41	20.47	21.45	22.42	23.37	24.36	26
27	15.06	16.13	17.20	18.37	19.66	20.76	21.74	22.70	23.70	24.71	27
28	15.29	16.34	17.41	18.59	19.91	20.99	21.98	22.98	23.97	25.02	28
29	15.43	16.50	17.62	18.83	20.13	21.21	22.22	23.25	24.25	25.29	29
30	15.67	16.68	17.89	19.09	20.37	21.49	22.52	23.53	24.54	25.58	30
31	15.81	16.98	18.07	19.32	20.69	21.83	22.87	23.90	24.96	26.02	31
32	16.05	17.13	18.32	19.56	20.89	22.02	23.09	24.13	25.18	26.25	32
33	16.27	17.34	18.50	19.81	21.17	22.30	23.35	24.43	25.47	26.55	33
34	16.42	17.58	18.74	20.05	21.43	22.58	23.66	24.72	25.81	26.91	34
35	16.62	17.79	19.04	20.31	21.68	22.87	23.95	25.03	26.13	27.24	35
36	16.81	18.01	19.23	20.53	21.98	23.15	24.27	25.38	26.48	27.62	36
37	17.07	18.21	19.43	20.83	22.22	23.44	24.54	25.66	26.78	27.93	37
38	17.25	18.46	19.73	21.07	22.54	23.75	24.86	26.02	27.16	28.31	38
39	17.48	18.70	19.97	21.28	22.80	24.03	25.18	26.33	27.48	28.64	39
40	17.69	18.87	20.23	21.61	23.09	24.31	25.48	26.68	27.80	28.99	40
41	17.93	19.18	20.45	21.87	23.33	24.61	25.79	26.94	28.13	29.34	41
42	18.15	19.41	20.79	22.12	23.62	24.89	26.07	27.27	28.47	29.68	42
43	18.37	19.66	21.00	22.45	23.96	25.24	26.47	27.66	28.87	30.10	43
44	18.59	19.91	21.25	22.70	24.26	25.55	26.79	28.00	29.22	30.47	44
45	18.83	20.13	21.57	22.98	24.54	25.86	27.12	28.35	29.59	30.85	45
46	19.09	20.37	21.80	23.25	24.84	26.20	27.46	28.68	29.95	31.24	46
47	19.32	20.69	22.02	23.56	25.18	26.54	27.82	29.06	30.36	31.66	47
48	19.56	20.89	22.30	23.84	25.48	26.87	28.15	29.41	30.70	32.03	48
49	19.81	21.17	22.64	24.17	25.80	27.19	28.48	29.76	31.08	32.41	49
50	20.05	21.40	22.89	24.46	26.18	27.57	28.89	30.19	31.51	32.88	50
51	20.31	21.68	23.20	24.79	26.48	27.90	29.24	30.56	31.89	33.25	51
52	20.53	21.96	23.50	25.05	26.78	28.22	29.59	30.92	32.27	33.64	52
53	20.83	22.22	23.74	25.38	27.16	28.63	29.99	31.36	32.69	34.10	53
54	21.07	22.54	24.05	25.68	27.50	28.97	30.36	31.73	33.08	34.52	54
55	21.28	22.80	24.36	26.04	27.80	29.29	30.69	32.09	33.47	34.91	55
56	21.61	23.11	24.70	26.36	28.15	29.67	31.08	32.51	33.91	35.36	56
57	21.87	23.33	24.96	26.68	28.49	30.02	31.44	32.89	34.33	35.81	57
58	22.12	23.62	25.29	27.00	28.89	30.45	31.91	33.37	34.82	36.31	58
59	22.45	23.98	25.61	27.34	29.26	30.85	32.30	33.77	35.25	36.78	59
60	22.70	24.29	25.92	27.70	29.60	31.16	32.67	34.18	35.63	37.17	60
61	22.95	24.54	26.25	28.05	29.98	31.56	33.05	34.57	36.06	37.61	61
62	23.25	24.86	26.55	28.38	30.36	31.99	33.52	35.04	36.56	38.12	62
63	23.56	25.18	26.91	28.74	30.71	32.37	33.93	35.48	36.99	38.59	63
64	23.84	25.53	27.24	29.06	31.08	32.78	34.33	35.89	37.43	39.04	64
65	24.17	25.80	27.57	29.45	31.46	33.19	34.78	36.36	37.94	39.58	65
65A	24.27	26.00	27.71	29.63	31.86	33.22	34.82	36.39	37.97	39.62	65A
66	24.47	26.18	27.93	29.82	31.89	33.60	35.21	36.80	38.38	40.04	66
67	24.74	26.48	28.28	30.21	32.27	34.01	35.62	37.24	38.89	40.53	67
68	25.05	26.77	28.61	30.61	32.66	34.41	36.06	37.69	39.32	41.02	68
69A	25.18	26.96	28.80	30.72	32.87	34.51	36.14	37.78	39.43	41.13	69A
69	25.38	27.17	28.98	30.97	33.03	34.82	36.47	38.12	39.78	41.49	69
70	25.68	27.51	29.38	31.35	33.44	35.31	36.99	38.70	40.38	42.12	70
71	26.04	27.78	29.72	31.74	33.92	35.74	37.44	39.15	40.85	42.83	71
72	26.38	28.18	30.12	32.24	34.37	36.25	37.97	39.71	41.43	43.20	72
73	26.74	28.59	30.51	32.80	34.86	36.75	38.50	40.24	41.99	43.80	73
74	27.11	28.92	30.94	33.03	35.29	37.21	38.96	40.75	42.51	44.35	74
75	27.50	29.33	31.35	33.52	35.81	37.73	39.51	41.35	43.14	44.99	75
75A	27.61	29.58	31.63	33.84	36.02	37.83	39.64	41.44	43.21	45.06	75A
76	27.78	29.68	31.74	33.94	36.27	38.25	40.08	41.86	43.67	45.56	76
77	28.14	30.12	32.24	34.41	36.75	38.73	40.56	42.42	44.25	46.14	77
78	28.59	30.52	32.60	34.87	37.24	39.26	41.12	42.99	44.84	46.79	78
79	28.92	30.95	33.03	35.30	37.74	39.78	41.71	43.58	45.48	47.43	79
80	29.33	31.35	33.51	35.81	38.27	40.36	42.25	44.15	46.10	48.09	80

3.5% Retro to 7/1/18 + add'l .75% non-retro Total Increase = 4.25%
Pending Board Approval 4/18/19

Article 2

DEFINITIONS and RECOGNITION

A. Definitions

- 1. FTE: Full-time equivalent
- 2. Day: One day equals the number of hours worked proportionate to the FTE
 - a. 1.0 FTE = 8 hours
 - b. .50 FTE = 4 hours
 - c. .25 FTE = 2 hours
- 3. Probationary Period: Probationary period is 6 months.
- 4. Permanent Employee: An employee who has successfully completed the probationary period.
- 5. Temporary Employee: An employee who signs a temporary contract with a beginning and ending date. Employee does not earn seniority rights.
- 6. Swing Shift: Regular assigned hours that begin at 1 PM or later and extend into the evening.
- 7. Direct Supervisor: The manager who will generate evaluations.
- 8. Seniority: Seniority for employees shall be determined by hire date.
- 9. Domestic Partners for the Purpose of Eligibility for Health Benefits Programs:

Defined to mean an unmarried partner of the same sex or opposite sex as an employee of the District who is eligible for District benefits. Domestic partners must comply with the guidelines established by the State of California.
Affidavit Requirements – The employee must provide a copy of the verified registration of the legal Domestic Partnership with the State of California.
- 10. Immediate Family: Any spouse, registered domestic partner, mother (stepmother, step-grandmother, mother-in-law), father (stepfather, step-grandfather, father-in-law), son/daughter (biological, adopted or foster child, stepchild, in law, legal ward, or a child to whom the employee stands in loco parentis), grandparent, grandchild and sibling (brother-in-law, sister-in-law).

B. Recognition

The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code. The exclusive representative shall represent all classified employees who are members of the classified service as defined in Section 45103 of the California Education Code and who are employed in positions listed below:

1. Classified Unit

ADMINISTRATIVE ASSISTANTS, CLERICAL, SPECIALISTS, TECHNICAL

Accounting Specialist
Administrative Assistant III, (Support Curriculum & Instruction;
Student Support Services/Personnel)
Administrative Assistant I, Buildings, Grounds & Operations
Administrative Assistant III, Middle School
Administrative Assistant II, K-5 Schools
Administrative Assistant I, Middle School
Administrative Assistant I, K-5 Schools
Middle School Registrar
Health Clerk

BUILDINGS AND GROUNDS

Lead Custodian III, Middle School
Lead Custodian III, Night
Custodian II, Day
Custodian I, Night
Groundskeeper II
Groundskeeper I
Maintenance Specialist II
Maintenance Specialist I
Lead for Buildings, Grounds and Operations (12 month role/responsibilities added to regular position)

CAFETERIA

Food Services Associate III/Driver
Food Services Associate II
Food Services Associate I

INSTRUCTIONAL ASSISTANTS

Instructional Assistants, Special Education II
Instructional Assistants, Special Education I
Instructional Assistants, General
Science Materials Assistant

SPECIALISTS

Computer Specialist
English Language Learner Tutor
Library/Media Specialist
P.E. Specialist
Sign Language Interpreter/Tutor

TECHNOLOGY

Data Technician
Information Technology Specialist

2. Exclusions

Excluded from this unit are all management, confidential and supervisory employees, including, but not limited to, the following:

Executive Assistant to the Superintendent
Noon Duty Supervisors
Business Services Technician
Human Resources Analyst
IT Systems Administrator
Substitute: Any person who fills in for an employee on sick leave, necessity leave, or unpaid leave
Short Term Employee: Any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

Article 3

HOURS OF EMPLOYMENT

A. The Work Week

- 1. The regular work week shall consist of five consecutive days, Monday through Friday, eight hours per day, not including a lunch period and forty (40) hours per week. The Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.
- 2. For employees who work less than twelve (12) full months, the work year is defined in "F".

B. Work Hours

- 1. The Superintendent and/or designee shall be responsible for determining hours of work for all classified employees. Each employee shall have a fixed, regular, ascertainable number of hours (FTE) which shall be assigned at the beginning of the work year.
- 2. All employees covered by this agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of not longer than one hour and not less than one-half hour and shall be scheduled for full-time employees at or about the mid-point of each work shift. An employee required to work during the lunch period shall receive pay at the rate of time and one-half for all time worked during normal lunch period.
- 3. Those personnel who work a swing shift shall work seven and one-half hours, not including a lunch period. The parties agree that the adjusted workday for swing shift employees is in lieu of extra duty pay for such services.

C. Increase in Hours

- 1. When additional hours are assigned to a part-time position on a regular basis, the District shall consider the qualifications and experience of the employees and the needs of the District. All other factors being equal, seniority shall govern.
- 2. When the District schedules summer classes or creates temporary positions during any recess period, preference shall be given to the most qualified employee in the appropriate class. All other factors being equal, seniority shall govern.

D. Out of Classification Work

- 1. Bargaining unit employees shall not be required to perform duties that are not fixed and prescribed for their classification, unless the duties reasonably relate to those fixed for the class, for any period of time which exceeds ~~five (5)~~ **three (3) consecutive working days**, ~~within a fifteen (15) calendar day period except as authorized herein.~~

2. A bargaining unit employee may be required to perform duties inconsistent with those assigned to the class for a period of more than ~~five (5)~~ **(3) consecutive** working days provided that the salary is adjusted upward for the entire period the employee is required work in a higher class. ~~and in such amounts as will provide for at least a five (5) percent salary differential.~~
3. Employees who are temporarily assigned to a lower classification shall suffer no reduction in pay or hours as a result of the temporary assignment.
4. As used in this Article "Classification" shall be defined as any of those groups of employees listed in Article 2.

E. Contracting Out Bargaining Unit Work

1. The District agrees that it will not contract out work customarily and routinely performed by bargaining unit members which would displace or reduce the work hours of unit members.
2. The District agrees that volunteers would not displace or reduce the regular work hours of unit members.

F. Employee Number of Work Days (Less than twelve (12) full-month employees)

Administrative Assistant III, Middle School	205 days plus Legal holidays
Administrative Assistant II, K-5 Schools	202 days plus Legal holidays
Administrative Assistant I, K-8	202 days plus Legal holidays
Middle School Registrar	205 days plus Legal holidays
Library/Media Specialist	194 days plus Legal holidays
Computer Specialist	182 days plus Legal holidays
Physical Education Specialist	182 days plus Legal holidays
Instructional Assistant, Special Educ.	183 days plus Legal holidays
Instructional Aide, General	180 days plus Legal holidays
Science Materials Assistant	182 days plus Legal holidays
English Language Learner Tutor	182 days plus Legal holidays
Sign Language Interpreter/Tutor	180 days plus Legal holidays
Campus Safety/Security	182 days plus Legal holidays
Health Clerk	185 days plus Legal holidays
Food Service Associate III/Driver	185 days plus Legal holidays
Food Service Associate II	185 days plus Legal holidays
Food Service Associate I	183 days plus Legal holidays
Custodian I (Type (2))	185 days plus Legal holidays

Article 9

LEAVES OF ABSENCE

A. Leave Notification

1. All classified employees shall submit a notification for leave in advance of authorized leave. Satisfactory evidence justifying the need for a leave shall be provided by the employee upon request of the direct supervisor. Employees who use leave for unauthorized purposes shall forfeit an equivalent amount of salary as determined by their daily rate for the days of absence and incur other disciplinary actions as deemed appropriate by the Superintendent or designee.
2. In the case of an extended leave, the District shall include in its approval of a request by an employee for an extended leave a date by which the employee must notify the District of intent to return.
3. Classified employees regularly assigned to less than 8 hours per day or 40 hours per week shall be entitled to leave of absence at a rate proportional to the employee's FTE.
4. Leaves shall be reported by the employee to the automated attendance system, using guidelines as developed by the District.
5. Leaves will be granted in one hour increments.

B. Illness or Injury Leave

1. Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of 8 hours (one day) for each month of service rendered during a fiscal year, providing the employee is in a paid status for half or more of the working days of the month. Unit members working less than full time (1.0 FTE) shall accrue paid leave of absence at a rate proportional to the FTE. Illness or injury leave may include but is not limited to leave taken for the purpose of participation in drug or alcohol rehabilitation program. Employees shall be entitled to use up to six (6) days a year of earned sick leave for the purpose of caring for an ill child, parent or spouse.
2. An employee reporting for work after the 15th of the month shall not earn sick leave until the following month. Employees absent without pay for more than 10 days in any one month shall not earn sick leave credit for that month.
3. If an employee is absent on paid sick leave and a holiday occurs during such absence, the day shall not be charged against sick leave credit. Unused sick leave credits shall be accumulated from year to year without limit. Employees shall be notified of accumulated sick leave at the end of the school year.
4. Prior notification is necessary for anticipated absences. Absence because of illness must be reported to the direct supervisor and automated attendance system as soon as possible, but not later than thirty (30) minutes before reporting time. An employee absent because of illness shall keep the automated attendance system and supervisor(s) informed as to the time of return to work.

5. The District may require an employee to supply the Personnel Office with a statement by a qualified medical doctor verifying the cause and condition of the illness or injury, and a release statement verifying an employee's ability to perform job responsibilities when the District deems necessary.
6. The District may require the unit member to provide the immediate supervisor or the Personnel Office with verification from a physician, or practitioner in the case of a religious requirement, verifying that the unit member is ill and unable to work. This verification shall be limited to cases where the District has a reason to question the use of such leave.
7. Emergency doctor and dentist appointments that may not be accommodated during off duty hours shall be deducted from sick leave, or such hours of absence shall be made up with approval by the direct supervisor. Except in emergency situations, prior notification for doctor and dentist appointments shall be given to the employee's direct supervisor.
8. If an employee transfers to another district, the employee shall be eligible to have his/her accumulated unused sick leave transferred. Unused sick leave for employees transferring from other districts within the state will be recognized if the separation from the prior district was for reasons other than action initiated by the employer for cause and if the person is employed within one year after termination by the prior district. It is the responsibility of the employee to request such a transfer within the prescribed time limit.
9. Pregnancy shall be treated as an illness for the purpose of sick leave.
10. Pursuant to Education Code section 45191.5 unit members hired on or after January 1, 2017, with a military service-connected disability, rated at 30% or more, by the United States Department of Veteran Affairs, shall be entitled to up to an additional 12 days sick leave. The leave is available during the first 12 months of employment for the purpose of undergoing medical treatment for their military service-connected disability. Unit members employed less than full-time shall be entitled to a pro-rated amount of leave. This leave shall be utilized during the first 12 months of employment. The District may require submission of satisfactory proof that leave of absence for illness or injury granted under this subdivision is used for treatment of a Military service-connected disability.

Any unused leave shall be forfeited after 12 months from date of hire.

C. Occupational Accident and Illness Leave

Each classified employee shall be granted a leave of absence with pay when the absence is due to an occupational accident or illness in accordance with the following regulations:

- a. Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident or illness. To the extent that the sixty (60) days overlap into the next fiscal year, the employee shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.
- b. Such leave shall not be cumulative from year to year.

- c. During all paid leaves of absence required as a result of occupational accident or illness, whether occupational accident leave, sick leave, vacation, or other paid leave, the employee shall endorse to the District wage loss benefit checks returned under State Workmen's Compensation laws. The District, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.
- d. An employee receiving occupational accident or illness leave shall remain within the State of California unless the Board of Trustees authorizes travel outside of the state.
- e. Employees must report within 24 hours injuries, which occur at work. Forms for this purpose can be obtained from the District Office, the principal's secretary or the school nurse.

D. Extended Illness or Injury

- 1. After all accrued paid sick leave and/or industrial accident or illness leave is exhausted, the classified employee, upon presentation of medical verification of inability to work and with an estimated date of return, may be placed on extended sick leave for up to the balance of 100 working days and shall be compensated at the rate of fifty (50%) percent of the employee's regular salary. Vacation leave or other paid leaves shall not be deducted from the 100 days. The 100 days begins the first day of illness and includes regular and accumulated sick leave taken pursuant to Article 9.B., and occupational accident and illness leave taken pursuant to Article 9.C.1. If the absence exceeds the maximum of 100 working days in a fiscal year, all accumulated vacation shall be paid off and the unit member shall be terminated with thirty-nine (39) month reemployment rights.
- 2. If the employee becomes medically recovered and available during the thirty-nine (39) month period, the employee shall be employed in any vacant position within previous classification for which the employee is qualified, over all candidates except for those on a reemployment list established as a result of a layoff, in which case the employee shall be listed in accordance with seniority and within the classification.

E. Necessity Leave

A classified employee may use, at his election and proportional to FTE, up to a maximum of fifty-six (56) hours or seven (7) days of earned and unused illness or injury leave benefits per year as enumerated in Section B above in the following cases of personal emergency or necessity. Necessity leave may not be carried over to a subsequent school year. This benefit is in addition to bereavement leave and leave for court appearances other than as a litigant. Necessity leave to be granted for any of the following circumstances or events including but not limited to:

- a. Death of a member of the employee's immediate family (Necessity leave used in the event of a death shall be after all Bereavement leave is used.)
- b. Attendance at the funeral of close relatives not living in the immediate household.
- c. An accident or unexpected event involving the employee's person or property or the person or property of a member of the employee's immediate family.

- d. To attend to the illness of immediate family which requires the attention of the employee during assigned hours of service. Immediate Family for purposes of this section is defined as; any spouse, registered domestic partner, mother (stepmother, step-grandmother, mother-in-law), father (stepfather, step-grandfather, father-in-law), son/daughter (biological, adopted or foster child, stepchild, in law, legal ward, or a child to whom the employee stands in loco parentis), grandparent, grandchild and sibling (brother-in-law, sister-in-law).
- e. An appearance in court as litigant, as a witness under subpoena or other court order, or other legal needs which cannot be accommodated during the assigned hours of service.
- f. Graduation or wedding ceremonies of a member of the unit member's immediate family.
- g. Other personal necessities, including instances of compelling personal importance. In no event may necessity leave be used for other paid employment.

F. Illness in Immediate Family Leave

Unit members shall be required to notify the District in accordance with the provision of A.1. for the following:

Leave shall be granted for sudden or unexpected illness or injury of a member of the unit member's immediate family; for major surgery for a member of the immediate family; or the birth of a baby to the spouse/domestic partner of a unit member. (See Article 2 (A.10) for definition of immediate family)

A unit member may take up to two (2) days per fiscal year without loss of pay or sick leave. This leave shall not be cumulative.

G. Discretionary Leave

- 1. Unit members shall be required to notify the District in accordance with the provision of A.1. for the following:

Each Unit member may take up to one (1) day per fiscal year, without loss of pay nor at the cost of personal illness, for the purpose of attending to personal and/or urgent family business that cannot be conducted other than on a work day, provided that such leave shall not be combined with any other leaves noted in this article, shall not be taken on a professional development day, or before or after a school calendar holiday.

- 2. All requests must have prior notification on the prescribed District form, be cleared through the direct supervisor and approved by the Superintendent or designee. The District may require the employee to provide the direct supervisor or the Superintendent/designee with verification of the nature of the discretionary leave. Proven misuse of this section shall result in loss of pay for the work days in question.

H. Bereavement Leave

1. Employees shall be entitled to a period not to exceed three (3) days of paid absence, or upon approval of the Superintendent or designee, six (6) days if out-of-state travel is required, because of the death of a member of the immediate family. Immediate Family for purposes of this section is defined as; any spouse, registered domestic partner, mother (stepmother, step-grandmother, mother-in-law), father (stepfather, step-grandfather, father-in-law), son/daughter (biological, adopted or foster child, stepchild, in law, legal ward, or a child to whom the employee stands in loco parentis), grandparent, grandchild and sibling (**brother-in-law, sister-in-law**) or any relative living in the immediate household of the employee. Bereavement leave does not need to be consecutive.
2. With the approval of the Superintendent or designee, an additional three (3) days for out-of-state travel or other reasons may be granted for purposes of bereavement. In the case of additional deaths within the unit member's immediate family, additional bereavement leave may be granted at the discretion of the Superintendent or designee.

I. Jury Duty

1. All employees shall be entitled to take leave from their regular duties without loss of wages or other employment benefits for the purpose of responding to jury duty to which they have been summoned. The employee is expected to return to work as soon as the obligation has been met.
2. Any employee who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

J. Leave for Pregnancy Disability

1. Employees shall utilize are entitled to use accumulated illness or injury leave as set forth within the provisions of Section B above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there-from. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the duties are to be resumed, shall be determined by the employee and the employee's physician.
2. Employees are entitled to extended illness or injury leave as set forth within the provisions of Section D above without pay or other benefits for disabilities caused by pregnancy, miscarriage, childbirth, or recovery there-from when illness or injury leave as set forth in Section B above has been exhausted. The date upon which the employee shall resume such duties shall be determined by the employee on leave and the employee's physician.
3. If the employee has any remaining illness or injury leave after she has been released to return to work by her physician or recognized practitioner, she may use that leave for up to (12) weeks consistent with Parental Leave with Pay (Child Bonding Leave) described in section O below in addition to the period of time, if any, that she was disabled due to pregnancy, childbirth or related medical conditions.

K. Military Leave

1. An employee, upon submission of military orders, shall be granted a leave of absence with pay for a period not to exceed thirty (30) calendar days to report for annual active duty training, per the requirements of the Military and Veterans Code Section 395.
2. An employee who enlists or is inducted or is recalled to active duty shall be granted an unpaid leave of absence for the period of such enlistment or required service. An employee who has served in the District a minimum of one (1) year shall receive regular pay for the first thirty (30) days of such leave.
3. Upon completion of the service requirements, the employee shall be reinstated in the position held at the time of enlistment or induction provided the employee returns within six (6) months of the date of discharge, and the period of absence shall not be considered to be a break in service to the District.

L. Leave Without Pay

Employees who have rendered service for at least three consecutive years may be granted a leave of absence without pay or other compensation for health or "hardship" or for other reasons as specified:

1. "Hardship" is defined as the prolonged or serious illness of a member of the employee's family, as defined in Bereavement Leave, or a catastrophic occurrence. Health leave may include but is not limited to leave taken for the purpose of participation in drug or alcohol rehabilitation program. For employees on unpaid leave for purposes of health, a written statement from the employee's physician certifying the employee's ability to return to service is required. Health or hardship leave may be requested of the Board of Trustees for a period of one day to one year and may be extended by the Board, upon the employee's request, for an additional six months.
2. Leave without pay may also be granted for the purposes of study, travel, child rearing or service as an elected or appointed public official. Such leave may be granted for a period of one year or less and will not be extended by the Board of Trustees.
3. Partial leaves of absence may be granted if such an arrangement is determined to not be disadvantageous to the district. Such leaves may be granted for up to one year and may be renewed. It is the responsibility of the employee requesting such leave to file a written request stating the purpose, length of the proposed leave, the days/times involved and a qualified individual interested in "sharing" the position with the employee requesting the partial leave.
4. At the end of any approved leave of absence without pay the employee has the right to return to the district in the same classification.
5. Leave of absence without pay or other benefits for a period of time of less than two (2) weeks for purposes authorized by this Article may be granted at the discretion of the Superintendent.

6. During any period of leave without pay, an employee shall be allowed to participate in the health and welfare benefit programs of the District at the employee's own expense, provided there is no break in coverage, and without cost to the District. The employee shall pay the same premium as active employees. COBRA coverage shall not begin until the employee terminates employment with the district

M. Family Care and Medical Leave

1. Employees who have completed one year of service (at least 1,250 hours of service) during the previous school year shall be granted, upon request, unpaid leave of absence for up to twelve (12) work weeks within a rolling 12-month period for the purpose of the employee's own serious illness, caring for a new baby or a newly adopted baby or child, spouse, domestic partner, or parent with a serious health condition. This twelve (12) workweek period shall include leave pursuant to Sections E and F, if taken for one of these enumerated purposes.
2. The employee shall provide reasonable advance notice to the District of the need for: a family care leave, the date the leave will commence, and the estimated duration of the leave. Leave may be used intermittently in increments of no less than two weeks. On two occasions leave may be taken in shorter increments if approved by supervisor. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice. If the employee doesn't have thirty (30) days prior notice, the employee shall provide reasonable notice.
3. Verification by the treating health care professional may be required by the District to validate the serious health condition of the child, spouse or parent. The District may not require the physician to disclose the nature of the health condition, but the fact that the family member has a serious health condition.
4. Family Care Leave is an unpaid leave of absence except for Parental Leave with Pay described below in Section O. Health insurance coverage shall be maintained and paid for by the District for the duration of the leave, not to exceed twelve (12) work weeks in a twelve (12) month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.
5. Entitlement to leave for the purposes of the employee's own illness is satisfied by leaves taken pursuant to Sections B & D (100 days extended sick leave).

N. Family care and Medical Leave: Military Leave Provisions

1. **Service member Family Leave.** An eligible unit member who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

2. **Qualifying Exigency Leave.** An eligible unit member may take up to 12 workweeks of unpaid leave during the normal 12-month period for qualifying exigencies, as defined by the U.S. Department Secretary of Labor, arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves, but it does not extend to family members in the Regular Armed Forces.
3. **Certification.** A request for service member family leave or qualifying exigency leave shall be supported by a certification issued at such time and in such manner as prescribed by the applicable Code of Federal Regulations; the unit member shall provide, in a timely manner, a copy of such certification.
4. **Service member family leave and/or qualifying exigency leave shall be unpaid;** however, an eligible unit member may elect, or the District may require the unit member, to substitute any of the accrued paid vacation leave, personal leave, family leave, or medical or sick leave of the unit member for any part of the 26-week or 12-week period except that the District shall not be required to provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave.

O. Parental/Child Bonding Leave

1. The provisions of Section M above (Family Care and Medical Leave) shall apply to any unit member who has a new child.
2. Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the CFRA. The employee may use accumulated sick leave during this period. Extended sick leave is available after accumulated sick leave is exhausted.
3. In order to qualify for child bonding leave, employees must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.
4. For mothers, the 12 week child bonding leave shall commence after the conclusion of any pregnancy disability leave and is a separate entitlement from pregnancy disability leave.
5. For non-birthing parents, the 12 week child bonding leave shall commence after the birth or placement of a child and runs concurrently with Family Care and Medical Leave described in M above.
6. Pursuant to Education Code section 44977.5, if an employee exhausts accumulated sick leave prior to expiration of the 12 week child bonding leave, they shall be entitled to differential pay as defined above in section D for the balance of the 12 week period.
7. Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

8. The District must be provided with at least thirty (30) calendar days prior notice of intent to take child bonding leave, except in the case of emergency.
9. Where both parents are employees of the District, the two parents are entitled to share a total of twelve (12) total workweeks of bonding leave.

Article 10

WAGES

A. Monthly Rate

The monthly rate on the salary schedule is for full-time employment, forty (40) hours per week.

B. Annual Salary

The annual salary for unit members shall be computed based on the work year for the position and in accordance with vacation and holiday sections of Article 8.

- 1. The annual salary for a unit member whose work year is 12 months shall be paid based on the hourly rate on the salary schedule multiplied by the authorized number of hours worked per day to determine the per diem rate of pay. The per diem rate is then multiplied by 260 days which includes holidays and vacation days.
- 2. The annual salary for unit members whose work year is ~~10 or~~ 11 months shall be based on the following:
 - a. The number of duty (work) days for the individual position plus the number of vacation days plus holidays.
 - b. The hourly rate on the salary schedule for the position is multiplied by the authorized number of hours worked per day to determine the per diem rate of pay.
 - c. The total of the workdays, vacation days, and holidays is multiplied by the per diem rate of pay to determine the annual salary.

$$\text{Number of Duty Days} + \text{Vacation Days} + \text{Paid Holidays} \times \text{hourly rate from salary schedule} \\ \times \text{number of hours worked per day} = \text{Annual Salary}$$

- 3. Pay Period - All employees shall be paid on the end of the month payroll.

C. Initial Placement on the Salary Schedule

Initial placement on the salary schedule shall be based on comparable experience in a similar position or work of a comparable type as determined by the Superintendent or designee.

D. Step Adjustments

Step adjustments shall be granted as follows, provided evaluation is satisfactory:

- 1. If the employee's first day of work was on or after March 1, the employee shall move to the next higher step on the next succeeding July 1.
- 2. If the employee's first day of work is before March 1, the employee shall move to the next higher step on the next July 1.

E. Rate of Pay

The rate of pay for hours beyond forty hours per week will be at the rate of time and one-half employee's hourly rate. Forty hours per week will include any paid holidays which fall within the work week. (Refer to Article 8 B.1.)

F. Call Back after Hours

Any employee who is called back after working hours are completed and who has left the work location shall be paid a minimum of two hours per call at time and one-half the regular rate of pay.

G. Professional Growth Program

1. Professional growth is an organized activity designed to improve performance of employees in the Classified service and to provide for employees to gain new skills and abilities to broaden their opportunity for promotion.
2. A professional growth increment is earned upon completion of thirty (30) hours taken while a regular and continuous employee of the District and after three years of continuous and regular employment. Subsequent increments may be earned after each additional two-year period of continuous and regular employment and the completion of thirty (30) hours. The monthly compensation for each increment shall be increased by the same percentage amount as the salary increase awarded the classified bargaining unit rounded to the nearest dollar (see salary schedule for dollar amount). Once a professional growth increment is earned, monthly payment begins with the September pay warrant and continues as long as the employee is employed by the District.
3. The professional growth increment may be earned by:
 - a. Completing thirty (30) hours of work in community college, college or university with a grade of "C" or better;
 - b. Completing thirty (30) hours of work in adult education with a grade of "C" or better;
 - c. Securing thirty (30) hours of work of in-service training workshops offered by the District or other workshops approved by the Superintendent or designee.
4. The thirty (30) hours may be any combination of units from the areas listed above and shall be of a nature to enhance the employee's ability to do his/her job. Classes taken during employer time or for which the District pays tuition and/or expenses will not be covered for professional growth credit.
5. Any employee wishing to obtain credit for a professional growth increment must use the following procedure:
 - a. Complete an application for Prior Approval of Professional Growth work at least ten (10) business days prior to the commencement of the course. The form shall be filled out and signed by the applicant, giving all information required, including the number of hours.

- b. The application shall be approved (or disapproved) within five (5) business days by the direct supervisor. The completed form shall be submitted to the Superintendent's designee.
- c. Upon completion of the course, the applicant shall submit written verification (transcripts, grade cards, District workshop form, etc.) to the Superintendent's designee.
- d. Official verification (transcripts, grade cards, District Workshop form, etc.) or an instructor's signature covering work offered to fulfill the requirements for the professional growth increment, shall be completed and on file with the Superintendent's or designee's Office by September 1, in order for monthly payment to begin with the September pay warrant. If an instructor's signature is offered in lieu of official verification, the verification must follow. It is the responsibility of the applicant to apply for professional growth credit and verify completion of course work with the Superintendent's Secretary or designee.
- e. Upon accumulation of thirty (30) hours, the Superintendent's designee shall notify the applicant in writing in order that the proper steps be initiated for the salary increment.

H. Advancement on the Salary Schedule

Advancement on the Salary Schedule from Step 5 through Step 9. (Based on a revision in the process in 2003 to comply with CalPERs requirements.)

- 1. In order to advance on the Salary Schedule from Step 5 through Step 9, an employee must serve in the same position and complete the required years of service in that position. An employee who is less than .5 FTE (50%) in a position and has advanced to Step 5 will progress on the schedule at the same rate as employees who are .5 (50%) or more.
- 2. Years of Service for Advancement:
 - a. An employee must complete 3 years at Step 5 in order to advance to Step 6.
 - b. An employee must complete 3 years at Step 6 in order to advance to Step 7.
 - c. An employee must complete 3 years at Step 7 in order to advance to Step 8.
 - d. An employee must complete 3 years at Step 8 in order to advance to Step 9.
 - e. An employee must complete 3 years at Step 9 in order to advance to Step 10.**

#6

Article 8

VACATIONS, HOLIDAYS AND INSERVICE DAYS

A. Vacations

1. Employees shall be entitled to paid vacation for each month of service as defined below in Section 1d.
 - a. No vacation is allowed for an employee who is employed less than six months. Upon completion of the six month period, vacation earned may be taken. Employees reporting for work after the 15th of the month shall not receive credit for that month.
 - b. An employee terminating for any reason shall be paid for any unused vacation earned or charged for vacation used but not yet earned.
 - c. An employee on vacation shall be permitted to change part of the vacation period to bereavement leave or illness leave in cases of death in the immediate family or serious unexpected personal illness.
 - d. Employees shall accrue vacation at a rate proportionate to their FTE using the following formula: (FTE = full time equivalent)

• Year 1 - 5	• 8 hours per month of service
• Year 6 - 10	• 12 hours per month of service
• Year 11 and thereafter	• 14 hours per month of service

2. Twelve (12) Month Employees

- a. Employees assigned to twelve (12) month work years shall schedule their vacation at the convenience of the District and with the approval of the Superintendent or designee. Whenever possible, vacations will be scheduled throughout the twelve (12) months for minimum loss of efficiency.
- b. Twelve (12) month employees may carry over vacation to the following year. A maximum of one year's accrued vacation may be carried forward, unless additional time is specifically authorized by the Superintendent.

3. Employees Serving Fewer than Twelve (12) Months

Earned vacation is calculated in the annual salary:

Number of Duty Days + Vacation Days + Paid Holidays x hourly rate from salary schedule x number of hours worked per day = Annual Salary

Because paid vacation days are paid in addition to the number of work days, employees are expected to work the number of duty days for their job classification. (See Article 3 of the LGUCEA/LGUSD Contract and work-year calendars distributed at the beginning of the school year.) Any non-work days (except sick and paid necessity leave days) taken during the designated work year shall be considered non-paid days.

B. Holidays

1. Each classified employee is entitled to the following paid holidays, provided the holiday falls within the employee's normal work calendar:

- Independence Day
- Labor Day
- Veterans' Day
- Day before Thanksgiving (12-month employees only)
- Thanksgiving Day
- Day after Thanksgiving
- Day before or day after Christmas
- Christmas Day
- Day before or day after New Year's
- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Martin Luther King Day
- Memorial Day
- One Floating Holiday in lieu of Admissions Day to be scheduled by the employee with the approval of the direct supervisor.

2. When a ~~ten (10) month or more~~ an employee who is in paid status is not on duty during Winter or Spring recesses, the employee shall receive pay for those holidays falling within the recess period.
3. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be considered to be the holiday.
4. Other holidays may be granted as designated by the Board of Trustees.

C. Reporting Absences

1. Vacations and Floating Holidays (12 Month Employees Only)

Vacation and floating holidays shall be requested on the appropriate District form. Vacation and floating holiday requests must be approved by the direct supervisor and the Superintendent or designee. It is the responsibility of each employee to report the floating holiday and vacation days on the automated attendance system in accordance with the District guidelines.

2. Regular and Legal Holidays

No report needed.