

July 25, 2025

ARTICLE 1:      RECOGNITION

- 1.1      This Agreement is made and entered into effective for the term July 1, 2025, through June 30, 2026, by and between Santa Rosa City Schools, hereinafter referred to as the “District,” and Teamsters Local 665, hereinafter referred to as the “Union.”
- 1.2      The Union is the exclusive representative for the Head Custodian IV and the Head Custodian V classifications.

ARTICLE 2:      UNION RIGHTS

- 2.1      Representatives of the Union shall have the right to use school facilities and equipment at the site at reasonable hours for Union business when such facilities are not otherwise in use, subject to the following conditions:
  - 2.1.1      An authorized Union representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
  - 2.1.2      The Superintendent, or designee, can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members.
  - 2.1.3      The Union shall reimburse the District for any materials consumed while using District equipment.
- 2.2      The Union may use bulletin board spaces designated by the principal or other designated management personnel, subject to the following conditions:
  - 2.2.1      All posting shall contain the date of publication and the identification of the document as a Union publication.
  - 2.2.2      The Union will not post information which is defamatory of the District or its management personnel or which interferes with the right of the District to

maintain order and discipline in its work force.

- 2.2.3 The bulletin board space designated shall be identified by the Union with the name of the Union.
- 2.2.4 Authorized Union representatives, including stewards, shall have the primary responsibility of posting materials on the bulletin board and for keeping such notices timely.
- 2.3 The Union may place material in the mailboxes of unit members provided such material is accurately identified by the Union and approved by the appropriate Union representative. Placement shall be made by the site representative or other authorized Union representative.
- 2.4 The Union shall be entitled to use the mailboxes of unit members, the District mail services subject to the reasonable rules and regulations of the District, and the District email system to distribute materials to members except as prohibited by Education Code 7054. Such material is to be accurately identified by the Union and approved by the Union President or designee. Placement shall be made by the site representative or other authorized Union representative. The Union will not distribute information which is defamatory of the District or its personnel; however, this prohibition shall not allow the District in any manner, censor the publication or disallow the distribution.
- 2.5 All Union business, except as provided in 2.6 and 2.7 below, will be conducted by unit members or Union officials outside established work hours.
- 2.6 The Union Steward , or other officer designated by the Union, will be permitted release time up to a maximum of twenty (20) days per year at Union expense for the purpose of conducting the normal in-district and out-of-district business of the Union.  
  
The release time is granted with the understanding that the Union's Steward's first commitment is to employment with the District and absences for Union activities will be held to a minimum. The Union Steward or designee on Union leave will give ten (10) business days' advance notice to their site administrator and the Custodial Manager.
- 2.7 Upon advance review and prior approval, the District will provide reasonable release time

for the purpose of processing grievances.

- 2.8 Upon request by the Union, the District will provide at District expense the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to the Union.
- 2.9 The District will provide the name, job title, and work site for each person who is employed and who becomes a member of the bargaining unit. This list will be provided to the Union on a monthly basis.
- 2.9.1 The District will provide the Union with a list of address changes of bargaining unit members on a monthly basis.
- 2.10 The Union shall have the right to designate one (1) unit member to serve on the interview panel, for open night custodian positions supervised by members of the bargaining unit. The selected panel member shall have no personal bias or interest in the position or the applicants. There shall be no additional compensation as a result of participating in the hiring process.
- 2.11 The District shall allow the Union to have worksite elections for contract ratification and officer elections. The Union, with the concurrence of the Administrator (or his/her designee) at each location will determine the location(s) and hours of operation. Conducting Union elections as described herein shall not disrupt school operations or adversely affect an individual's work day.
- 2.12 The Union shall have the right to designate a union Steward from among employees in the unit. The Union shall notify the District in writing of the name of the union Steward. If a change is made in union Steward, the Union shall provide advanced written notice of such change.
- 2.13 New Employee Orientation and New Member Orientation  
The District shall provide the Union access to its new employee group orientations. The Union shall receive not less than ten (10) days' advance notice of the date, time and location of such orientations, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not

reasonably foreseeable.

The District shall provide the Union with the name and contact information for any newly-hired employee to a head custodian position within thirty (30) days of their date of hire or by the first pay period of the month following their hire. The contact information shall include title, work location, work phone number, home phone number, personal cell number, personal email address and home address.

The District shall provide the Union with the name and contact information, as defined above, for all union members every one hundred and twenty (120) days.

The Union shall have one (1) new member orientation session with new District employees in the bargaining unit. The orientation is to cover Teamsters contract and Union-related information. This orientation session shall take place within one (1) month of the new employee's first day of service. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.

2.14 Video Surveillance

2.14.1 Video and audio recording evidence may not be used as the sole basis for discipline and no investigation may begin from video or audio recordings without the District first having a reasonable basis for doing so.

2.14.2 Video and audio recordings of bargaining unit members must be made available to the Union, if necessary, as part of the Union's rights to research a grievance or discipline. It is understood that the District will obscure any confidential information present in video or audio recordings prior to supplying them to the Union.

ARTICLE 3: DISTRICT RIGHTS

3.1 Management Rights and District Powers

The District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and

educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, transfer, reassign, assign overtime and work week, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

3.3 The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure. Such review of this provision shall be limited to the determination of whether the District reserved the right to exercise the discretionary powers so listed.

3.4 This Article will not be cited to avoid bargaining over the impacts of any changes to working conditions during the term of this Agreement.

ARTICLE 4:      GRIEVANCE PROCEDURE

4.1      Definitions

A “grievance” is an allegation by a unit member, or the Union naming individual unit members, regarding a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, when such application or violation has adversely affected the unit member or the bargaining unit as a whole. Actions to challenge or change the policies, regulations, or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes. A “day” is a day in which the central administrative office of the District is open for business. The “immediate supervisor” is the lowest level management or supervisory person having

immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

#### 4.2 Procedure

##### 4.2.1 Level I

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. The failure of an immediate supervisor to respond to a request for an informal conference within ten (10) business days shall allow the grievant to proceed to Level II. If no conference, can be scheduled within 10 days the grievance will proceed to Level II.

##### 4.2.2 Level II

Within twenty (20) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Such supervisor shall communicate a written decision within ten (10) days of receipt of the grievance. The written decision to the grievant shall specify the reason(s) for the decision.

##### 4.2.3 Level III

If the grievant is not satisfied with the decision at Level II, within ten (10) days after receipt of the Level II written response, the grievant may appeal the decision on the appropriate form to the next level of management as designated by the District to review Level III grievances. Such management person shall communicate a written decision within ten (10) days after receipt of the appeal. The written decision to the grievant shall be clear and concise and specify the reason(s) for the decision.

##### 4.2.4 Level IV

If the grievant is not satisfied with the decision at Level III, within ten (10) days after receipt of the Level III written response, the grievant may appeal the decision on the appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate, in writing, a decision within fifteen (15) days after receipt of the appeal. The written decision to the grievant shall be clear and concise and specify the reason(s) for the decision.

#### 4.2.5 Level V

In the event resolution is not reached at Level IV, the Union may within ten (10) days after completion of Level IV proceed to mediation by notifying the Superintendent or designee in writing. This step will provide mediation to assist in resolving the grievance. The parties will then promptly request the State Mediation and Conciliation Service to assign a mediator at no cost to the District.

#### 4.2.6 Level VI

If the grievance is not resolved at Level V, the Union may submit the grievance to arbitration.

The Union, by written notice to the Superintendent or designee within twenty (20) days after the conclusion of the Level V process, may submit the grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within ten (10) days of the notice, the parties shall request of the State Conciliation Service a list of seven (7) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence, render a decision and the decision of the impartial arbitrator shall be final and binding on both parties. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the

arbitrator shall submit, in writing, his/her findings and award to the Union and the District.

The arbitrator will have no power to add to, subtract from or modify the terms of the Agreement or the written policies, rules, regulations, and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Union; or, if an individual pursues arbitration without the Union's consent, said individual shall share equally in the cost with the District. All other expenses shall be borne by the party incurring them.

If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator.

The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

#### 4.3 Miscellaneous Provisions

4.3.1 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by written mutual agreement.

4.3.2 Every effort will be made by the parties to settle grievances at the lowest

possible level.

- 4.3.3 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.
- 4.3.4 Within the time limits as specified at Levels I through III, upon request, either party will receive a personal conference with the other party. Unit members may select a member of the Union or any official of the Union as a conferee in any matter relating to the provisions of this contract.
- 4.3.5 The grievance files and documents shall be kept separate from the existing personnel files of the grievant, provided that such separateness shall not be construed as a separate personnel file.
- 4.3.6 Except for wage claims and discrimination disputes, by filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 5:            ORGANIZATIONAL SECURITY

5.1            Membership and Dues Deduction:

- 5.1.1        The District shall distribute Union membership applications to new hires. The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. The District shall refer all questions regarding Union membership to the Union. The District shall refer all employee

questions about Union dues over to Teamsters Local 665's dues operator.

5.1.2 The District shall not interfere with the terms of any agreement between the Union and the District's employee with regard to that employee's membership in Teamsters Local 665, including but not limited to automatic renewal yearly unless the employee drops out during a specified window period. The District need not keep track of this period which shall be tracked by the Union within its membership database.

5.1.3 Membership as used herein shall mean only an obligation of an employee who has affirmatively consented and submitted written authorization to pay periodic dues and initiation fees. Teamsters Local 665 shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

5.2 Dues Deduction:

5.2.1 The District shall deduct, in accordance with the Union dues schedule, monthly dues, all back dues, and/or uniform assessment of the Local Union and agrees to remit to said Local Union all such deductions no later than the last work day of the month for which the deduction is made. Union dues deductions shall be made from vacation checks when members are on vacation during the week in which such Union dues deductions are made from the wages of all who are members of Teamsters Local 665, as voluntarily authorized in writing by the unit member on the District form subject to the following conditions:

5.2.1.1 Such deduction shall be made only upon submission to the designated representative of the District on the form uniformly required by the International Brotherhood of Teamsters duly completed and executed by the unit member and the Union.

5.2.1.2 The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. The Union shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her

paycheck on a per pay period basis for all pay periods worked. The phrase “pay periods worked” excludes any pay period other than a pay period in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the District annually for the District’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

5.2.2 There shall be no charge by the District to the Union for regular membership dues.

5.2.3 The District shall not be obligated to put into effect any new, changed or discontinued deductions until the pay period commencing thirty (30) days or more after such submission.

5.3 Membership Information

5.3.1 Along with each monthly payment to the Union, the employer shall, without charge, furnish the Union with an alphabetical list of all bargaining unit members, identifying them by last four digits of the social security number, name, address, phone, email, date of hire, title and work location.

5.4 Hold Harmless Provision:

5.4.1 Teamsters Local 665 shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify Teamsters Local 665 of any claims made by employees relating to dues authorizations.

Teamsters Local 665 shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 6:      HOURS AND OVERTIME

6.1      The regular workweek for fulltime unit members shall consist of eight (8) hours per day, five (5) consecutive days, and forty (40) hours per week. Unit members who work less than 1.0 Full Time Equivalent (FTE) shall be designated as part time and shall have hours scheduled appropriately by the District.

6.1.1    The workweek shall begin on Monday at 12:00 a.m., and end on the following Sunday at 11:59 p.m.

6.1.2    When a holiday listed in Section 12.2 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

6.2      When established, each position in the bargaining unit shall have a designated title, a minimum number of assigned hours per day, days per week, and months per year. Consideration shall be given to all qualified applicants for open positions within the bargaining unit and will be awarded on the basis of seniority, availability, and qualifications. "Qualifications" means the skills, experience, and certifications related to the specific requirements of the position as set forth in the job posting and job description, and responses to standard interview questions. Applicants who are District employees must: have been employed by the District for a minimum of two (2) years, have no discipline in their personnel file for one (1) year prior to the bid, and no evidence of refusal of overtime for one (1) year prior to the bid. Satisfactory performance evaluations will be taken into consideration if all other factors including seniority are equal.

6.3      The District shall schedule the workday for each unit member. The District shall have the right to change a unit member's schedule on July 1 and the beginning of the second

semester (a) with the approval of the Superintendent or designee, and (b) provided the unit member is given two (2) weeks written notice from the Superintendent or designee. Schedule changes may be made at other times at the direction of the Superintendent or designee, (a) to meet emergency conditions, or (b) of one hour or less. In the event that the District elects to change the schedules or work sites of bargaining unit members a rebid will be instituted and after 14 day, positions will be awarded by seniority, availability and qualification as defined in Section 6.2.

6.4 There shall be a thirty (30) minute noncompensated and uninterrupted lunch period provided for all unit members who render service of more than five (5) consecutive hours. Such period shall be mutually agreed upon by the appropriate supervisor and the unit member. If agreement cannot be reached, the supervisor will assign the lunch period. The lunch break will be scheduled as close as reasonably possible to the midpoint of the member's workday. Bargaining unit members will annually email the District the time of their set lunch period. The District will avoid interrupting their known lunch period with work directions, unless urgent. If lunch period is interrupted by custodial management due to operational concerns for a period of more than 10 minutes, a new 30-minutes meal period will be scheduled as soon as possible with their supervisor.

6.5 A fifteen (15)-minute paid rest period shall be provided to unit members for each four (4)hour period of service. The rest period shall be mutually agreed upon by the appropriate supervisor at or near the midpoint of each four-hour period of service. If agreement cannot be reached, the supervisor will assign the break period.

6.6 Overtime

Except for unforeseen circumstances, the District will attempt to provide advance notice to an employee regarding the need for overtime. If the District does not accord notice which is reasonable under the circumstances, and if the employee refuses the overtime because of a verified prior personal commitment, the District shall not refer to such refusal in any evaluation process.

6.6.1 Overtime is any time worked in excess of eight (8) hours in any one (1) workday

or in excess of forty (40) hours in any workweek. Such overtime must be specifically assigned and authorized by appropriate management personnel and the Superintendent or designee.

6.6.2 The "time worked" shall include, for the purpose of computation, holidays, sick leave, vacation, and other paid leaves.

6.6.3 Overtime shall be compensated at the rate of oneandonehalf (1.5) times the regular rate of pay, except that overtime shall be paid at the rate of two (2) times the regular rate of pay for work required on the sixth or seventh consecutively scheduled day or after 12 hours worked in one day.

6.6.4 Regular parttime unit members shall receive regular rate of pay for time worked beyond their normal workweek up to forty (40) hours. Regular parttime unit members shall receive overtime at the rate of two (2) times the regular rate of pay for work required in the sixth and seventh scheduled day, provided the workday is an average of four (4) hours or more. If the regular workday is an average of less than four (4) hours, the unit member will receive overtime only for the seventh day worked.

6.6.5 Unit members who are authorized to work on holidays shall receive overtime at two (2) times the regular rate of pay in addition to the regular pay received for the holiday.

6.6.6 The opportunity for overtime shall first be assigned by seniority at the location the overtime is to be worked and then equitably distributed and rotated by management among the qualified members in a work unit in accordance with the District's practices in existence at the time of the signing of this Agreement.

6.7 Special Provisions

6.7.1 Any unit member required to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular workday for that unit member, shall be entitled to a minimum of two (2) hours of compensation at the appropriate rate.

ARTICLE 7:        EVALUATION PROCEDURES

7.1        Frequency of Evaluation

Evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:

7.1.1      Probationary Employees

A formal evaluation summary shall be given at three (3) months of employment and within the last thirty (30) days of the probationary period. The probationary period shall be 130 working days.

7.1.2      Permanent Employees

Permanent unit members who have completed the probationary period shall be evaluated at least once during each unit member's annual employment year and during any time following a change of supervisor, except when an evaluation has been made within the prior 60 days. Any unit member who is performing unsatisfactorily shall receive a notice of concern or a formal evaluation summary at any time during the year. Such notice or evaluation shall include specific reasons for concern and specific written recommendations for improvement. A unit member who is not performing satisfactorily shall receive a notice of concern before any action on a formal evaluation summary is taken. Such notice shall include specific reasons for concern and specific written recommendations for improvement.

7.2        Review of Evaluation

The formal evaluation summary made pursuant to this Article shall be reduced to writing and a copy shall be made available to the evaluatee. The evaluation shall be reviewed with the evaluatee by the evaluating supervisor during the evaluatee's work shift. If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made by the evaluating supervisor.

The evaluatee shall sign the copy of the evaluation. Such signature shall not necessarily mean concurrence with the evaluation but will only indicate that the evaluatee has

received the report and is aware of the content. The unit member may challenge the substance of an evaluation by means of the grievance procedure, except that any decision rendered at Level IV of the grievance procedure shall be final and binding.

7.3 Personnel Files

7.3.1 The personnel file of each employee shall be maintained by the District's central administration office. Any files kept by the supervisor of any employee shall not contain any material that is not in the main personnel file, provided that the supervisor may collect data and notes throughout the year to be used in preparing any formal evaluation summary.

7.3.2 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the person who has examined a personnel file as well as the date such examination was made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

7.3.3 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved, except preemployment or promotional items which are properly classified as confidential pursuant to appropriate Education and Government Code sections.

7.3.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. The unit member may authorize a union representative to access his/her personnel file by providing written authorization to the District. This section will not be cited to prevent the Union from reviewing any information necessary to enforce this labor agreement. The

District will timely respond to all information requests covering mandatory subjects of bargaining.

7.3.5 A copy of the evaluation shall be placed in the unit member's personnel file after the unit member has been provided the opportunity to discuss the evaluation with the evaluator and has been provided the opportunity to attach a written response to any unsatisfactory evaluation or derogatory comment. Information of a derogatory nature, except as specified in 7.4.3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Before any such document or evaluation is placed in the unit member's personnel file, the District shall give a copy of the document to the unit member. Any document shall include the following notification:

*THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TWENTY (20) WORKING DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE.*

ARTICLE 8:      TRANSFERS

8.1      General Provisions

8.1.1 A unit member may be transferred from one position to another within the same job description. Such transfers may be upon the request of the unit member (voluntary transfer, as defined below) or for the best interest of the District at the request and discretion of the District provided that such action shall not be taken for punitive, arbitrary, or capricious reasons.

8.2      Voluntary Transfers

8.2.1 Open positions within the bargaining unit will be posted for bid and 14 days after posting will be awarded by seniority, availability, and qualification as defined in Section 6.2. A unit member wishing to transfer may apply for a vacancy in their job description and note that it is a lateral transfer on the employment application.

- 8.2.2 Any position which is declared vacant shall be posted by the District for not less than five (5) full workdays as defined in Section 4.1 of the grievance procedure.
- 8.2.3 First consideration is given to those within the bargaining unit who have applied for the vacancy according to 8.2.1 above. Consideration shall then be given to all qualified applicants on the basis of: (1) best qualifications and best interests of the District; (2) appropriate legal requirements regarding employment opportunity as set forth in state and federal laws and regulations; and (3) if two (2) or more applicants are deemed equal on the above, length of service within the District.

8.3 Involuntary Transfers

- 8.3.1 District may involuntarily transfer members of the bargaining unit for operational needs. No transfer will occur for punitive, arbitrary, or capricious reasons. No member so transferred or impacted by such a transfer will suffer a reduction in compensation. Openings created by involuntary transfer will be posted for bid. The Union may grieve any involuntary transfer.
- 8.3.2 The District shall notify any bargaining unit member of an involuntary transfer at least ten (10) days prior to the effective date of the transfer unless otherwise agreed to by the District, the Union, and the unit member. At the request of the unit member, reasons for transfers which are not voluntary shall be discussed between the unit member and the appropriate supervisor. The unit member may be represented by the Union at such meeting.
- 8.3.3 Involuntary transfers shall not change the unit member's normal salary rate, benefits, accumulated illness leave, and accumulated vacation credit, or in any manner adversely affect the unit member's rights as provided in law.

ARTICLE 9: SAFETY

- 9.1 The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.
- 9.2 Unit members will report on an Employee Safety Reporting Form any unsafe conditions to

the immediate supervisor. These reports shall be sent to the Maintenance and Operations Department, who shall initiate an investigation of the report and shall require any action to correct the unsafe working condition or practice. Unit members shall not be subject to reprisals of any form as a result of reporting any condition believed to be unsafe.

9.3 Unit members shall immediately report any accident in which an injury or potential injury exists to their immediate supervisor. Unit members are responsible for filing any necessary reports. Unit members who are unaware of an injury at the time of an incident will not be disciplined for failure to report as long as they report as soon as they become aware of such injury.

9.4 Safety equipment which is required by the District shall be provided at District expense. Unit members will utilize such equipment in a manner prescribed by the supervisor or management or by generally accepted safe operating procedures.

9.5 The District shall provide voluntary Hepatitis B inoculations for any employee with potential exposure to blood borne pathogens. Unit members who are in health insurance plans which provide Hepatitis B inoculations shall be required to obtain Hepatitis B inoculations through the health plan. Other unit members may be required to obtain Hepatitis B inoculations through an agency prescribed by the District.

9.6 Unit members shall not be required to search for bombs in the event of a bomb threat, nor shall unit members be required to remain in the building if the building is ordered to be evacuated of pupils.

ARTICLE 10:    LEAVES

10.1    General Provisions

All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent, or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract.

Absences taken without approval shall be considered as absences without leave. Unit members taking absences without leave shall be subject to written reprimand and loss of

pay. Repeated abuses of absences without leave shall subject the unit member to loss of pay, reprimand and/or dismissal, except for absences clearly beyond the control of the unit member. The benefits which are expressly provided by this section are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 4, nor are such other benefits subject to the Grievance Procedure, Article 4. A unit member on leave shall be placed on the salary schedule at the same position held at the commencement of the leave. The unit member shall be eligible for a salary schedule increment step, if such unit member is in active employment in such position for seventy-five (75) percent of the days in that unit member's normal work year.

## 10.2 Paid Sick Leave

- 10.2.1 Fulltime unit members working twelve (12) months five (5) days per week are entitled to twelve (12) days of sick leave. Part time unit members will accrue a prorated sick leave accrual which may not equal less than six (6) days of sick leave.
- 10.2.2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which the unit member would normally earn in the ensuing fiscal year. The unit member sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. Unused sick leave may be accumulated without limit.
- 10.2.3 Sick leave may be taken at any time consistent with the requirements set forth herein, provided that unit members may use only six (6) days of paid sick leave during their first six (6) months of employment.
- 10.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.
- 10.2.5 In order to receive compensation while absent on sick leave, the unit member will on the first day absent, notify his/her immediate supervisor of the absence at

least two (2) hours prior to the beginning of the unit member's shift or at a time established by the supervisor, unless conditions make notification impossible.

The burden of proof of impossible conditions shall be upon the unit member. The unit member is also responsible for entering their time off in the Absence System within 24 hours of the absence.

10.2.6 At least one (1) day prior to his/her expected return to work, following an absence of three (3) or more days, the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall take one (1) more day of illness leave.

10.2.7 A unit member absent for three (3) working days or more may be required to present a doctor's note stating the unit member has been unable to work due to medical necessity and the date the unit member is able to return to work.

10.2.7.1 The unit member may use sick leave for any medical purpose including medical, dental, or vision appointments. The unit member may use one-half (1/2) of their yearly available sick leave entitlement for the diagnosis, care or treatment of an existing health condition or preventive care for a unit member's family member.

10.2.8 Sick Leave for Pregnancy Disability

Bona fide disability as a result of pregnancy shall be treated as an illness for purposes of sick leave.

10.2.9 Additional Sick Leave

10.2.9.1 After exhaustion of paid sick leave, a unit member who is ill or injured, may, upon request, use accumulated vacation to avoid leave without pay in accordance with Article 10.2.9.2.

10.2.9.2 Beginning with the first day of absence due to illness or injury and

extending through a period of 100 working days, a unit member who continues on illness leave after using all of his/her entitlement for industrial accident leave, regular sick leave, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount equal to fifty percent (50%) of their regular salary regardless of whether a substitute fills the position.

10.2.9.3 A unit member of permanent status may be placed on additional leave without pay upon request and with approval of the Board of Education. The additional leave may be extended for any period not to exceed six (6) months and may be renewed for two (2) additional six-month periods.

#### 10.2.10 Termination of Sick Leave

10.2.10.1 A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided he/she is able to resume the assigned duties. If the leave has been for more than ten (10) working days, he/she shall notify the District of his/her return at least three (3) working days in advance. Competent medical authority shall certify, in writing, that the unit member's health is sufficiently improved to permit him/her to perform regular duties. The District may, at its own expense, require additional medical certification of the unit member's health.

10.2.10.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the unit member is still unable to assume the duties of the position, he/she will be placed on a reemployment list for a period of 39 months in the same manner as if the unit member were laid off for lack of work or lack of funds.

#### 10.2.11 Transfer of Sick Leave

A unit member who has been a classified employee of another school district or county school office in California for one (1) calendar year or more and who has terminated employment in that district or office for reason other than action initiated by the employer for cause and who has accepted employment in the Santa Rosa City School Districts within one (1) year of such termination shall be credited with the total amount of earned but unused leave of absence for illness or injury credited in the previous district or office at the time of termination.

10.3 Sick Leave Bank for Serious Long-Term Illness or Injury

10.3.1 The District shall maintain a sick leave bank for use by unit members who have exhausted all paid leave entitlements due to a serious long-term illness or injury.

The use of this provision does not apply to workers compensation.

10.3.2 Each year the District shall credit the sick leave bank with 1200 hours of non-cumulative sick leave.

10.3.3 Bargaining unit members may contribute to the sick leave bank as long as they retain at least twenty (20) days of personal leave. Hours contributed by unit members shall remain in sick leave bank and cannot be taken back by contributing member.

10.3.4 A unit member wishing to use sick leave or the sick leave bank for serious illness or injury of an immediate family member shall make such a request in writing to the Union and the Assistant Superintendent, Human Resources for consideration. Use of the sick leave bank shall be limited to no more than fifty (50) days.

10.3.5 The sick leave bank shall be jointly administered by the Assistant Superintendent, Human Resources and the Union. The employee will provide verification of just cause for the use of the sick leave bank.

10.4 Industrial Accident and Industrial Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

10.4.1 A unit member who is absent from duty because of an illness or injury defined as

an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

- 10.4.1.1 The claim is accepted by the District's Workers' Compensation Carrier and validates, the illness or injury constitutes an industrial accident or illness, or, if contested by the District, it is ultimately determined to be work connected by the Workers' Compensation Appeals Board (WCAB).
- 10.4.1.2 The unit member has probationary or permanent status.
- 10.4.2 Paid industrial accident or illness leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident.
- 10.4.3 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled.
- 10.4.4 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, he/she shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary as indicated in the unit member's assignment, when added to compensation without penalties. from the Districts' Worker's Compensation insurance carrier.
- 10.4.5 After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use earned leave, to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance under the Districts' Workers' Compensation insurance carrier without penalties. After the expiration of all paid leave privileges, the District may place the unit member on an industrial accident leave without pay unless the unit member

returns to work with an accommodation for the injury/illness.

- 10.4.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a unit member shall be assigned to a position in his/her former class ahead of unit members with a lesser amount of seniority. If no vacancy exists in his/her former class, the unit member may displace the most recently appointed member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be placed in a comparable position for which he/she is qualified.
- 10.4.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code or this Agreement. A unit member shall continue to receive seniority credit for all purposes while on such paid leave of absence.
- 10.4.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness and the unit member is still unable to resume the duties of the position, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed 39 months.
- 10.4.9 A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the member's former class, status, and work hours. Those removed from a reemployment list prior to the expiration of the 39month period may appeal the removal to the Board of Education.
- 10.4.10 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the salary paid shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under the State Workers' Compensation Act, exceed the unit member's regular salary. The

salary of a unit member who is a permanent employee is computed on the basis of the number of hours and days in his/her basic daily assignment. A member who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized allowances.

10.4.11 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this policy.

10.5 Bereavement Leave

10.5.1 A unit member shall be granted a leave of absence, not to exceed five (5) days, without loss of salary on account of the death of any member of his/her immediate family.

10.5.2 For purposes of bereavement leave, members of the immediate family shall be limited to mother, father, stepmother, stepfather, foster parent, grandmother, grandfather, stepchild, foster child, grandchild, or a stillborn child (provided the unit member is not eligible to take sick leave), aunt or uncle of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, niece, nephew, and registered domestic partner of the unit member, or any relative or close personal friend living in the immediate household of the unit member.

10.6 Personal Necessity Leave

10.6.1 Up to seven (7) days per year of accumulated sick leave may be used for Personal Necessity to attend to personal business or family matters which cannot be done otherwise. In no case can this be used for vacation. Employees should, when

possible, provide advance notice to their Supervisor.

10.7 Leave of Absence Without Pay

10.7.1 Leave of absence without pay may be granted to a unit member of permanent status upon written request and approval of the Superintendent or designated representative, subject to the following restrictions:

10.7.1.1 Except in emergency situations, a unit member must request a leave sixty (60) days prior to the date the leave is proposed to commence.

10.7.1.2 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross, during time of national emergency, may be granted for a period not to exceed twentyfour (24) months.

10.7.1.3 The granting of a leave of absence without pay for a period not to exceed one (1) school year gives to the unit member the right to return to his/her position at the expiration of the leave of absence, provided that he/she is physically and legally capable of performing the duties.

10.7.1.4 Leave of absence without pay may be granted for any period not exceeding one (1) year for purposes of child care or maternity.

10.7.2 A unit member may make a written request to the District to return to work prior to the expiration of the leave. The District may approve or reject the request.

10.7.3 A unit member on such leave shall notify the Human Resources Office of his/her intent to return to employment in the District at least thirty (30) days prior to expiration of the leave. Failure to so notify will be considered an abandonment of position.

10.7.4 Members of the unit on Board-approved unpaid leaves of absence shall have the

option to continue medical, dental, vision, and employee life insurance coverage for the period of the leave by providing the District with monthly premium payments in the full amount of the premium cost.

10.7.5 The District may, for good cause, cancel any leave of absence without pay by giving the unit member a one-month notice prior to the beginning of leave.

10.8 Other Leave Provisions

10.8.1 Military Leave

Military leave of absence shall be granted and compensated with the Military and Veterans Code Sections 389 and 395 and that which follows.

10.8.2 Jury Duty

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave. Request for jury service leave should be made by presenting the official court summons to jury service to the Superintendent or designee.

10.8.3 Personal Business

In the event it becomes necessary for a unit member to absent himself/herself from duties because of urgent personal business that cannot be conducted at times other than regular work hours, the unit member may, upon the approval of his/her immediate supervisor, take one (1) or more hours of leave without pay to conduct this business. The immediate supervisor may require proof of the necessity of the absence. This leave shall not extend for a period of more than four (4) hours.

10.8.4 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

Any unit member on permanent status who accepts an assignment within the District to an exempt, temporary, or limited term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.

10.8.4.1 The unit member may, with the approval of the District, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will be grounds for disciplinary action.

10.8.4.2 A limited-term position also may be approved to provide a bargaining unit member the opportunity to serve in another position in order to learn the skills of another trade or class.

## 10.9 Family Medical Leave (FMLA and CFRA)

It is the intent of this section to make available to employees leave under the Federal Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

### 10.9.1 Eligibility – FMLA and CFRA

An employee with one year of continuous service employed for at least 1,250 (1.00 FTE) hours during the previous 12 months is eligible for FMLA. Eligibility for CFRA “Parental Leave” requires the employee to have been working continuously for 12 months prior to the leave. There is no hours or FTE requirement under CFRA’s Parental Leave. To be eligible for CFRA Leave for reasons other than Parental Leave, the employee must have worked for at least 1250 hours during the previous 12 months.

### 10.9.2 Purposes for Which Leave May be Taken

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee’s spouse, child, or parent who has a serious

health condition;

- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty: **or**

- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

### 10.9.3 Duration of Leave

10.9.3.1 All leave is unpaid; however, employees may be required to use accrued Illness Leave. Employees may also use Vacation Leave.

### 10.9.4 Differential Pay for CFRA Leave due to Parental Leave CFRA may be requested

for up to an additional 12 weeks after FMLA (and PDL) have been exhausted. CFRA allows an employee to take leave to bond with a newborn child or a child placed for adoption/foster care. During CFRA leave, the employee may use Personal Illness (PI), Personal Necessity (PN) or Vacation Leave. If the employee has exhausted all PI/PN, and they meet the eligibility requirement, they will be eligible for Difference Pay for the balance of the CFRA Leave.

### 10.9.5 Time for Commencement of Leave

10.9.5.1 Leave for birth or adoption of a child must commence within one year of the birth or adoption.

10.9.5.2 Except for requirements of Section 10.9.4, the employee shall be required to first use accrued vacation, but not sick leave unless the leave is taken because of the employees own illness or the employer agrees to the use of sick leave.

10.9.5.3 Pregnancy disability leave is treated separately under CFRA. [See

Government Code Section 12945(b)(2)]

10.9.6 Employee Notice

If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.

10.9.7 Continuation of Benefits

10.9.7.1 The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working.

10.9.7.2 If the employee does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the employee.

10.9.7.3 To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contribution.

10.9.8 Status While on Leave

Leave does not constitute a break in service for purposes of seniority or longevity.

10.9.9 Husband and Wife Employees

If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child or a sick parent. For other purposes, each employee is entitled to 12 weeks of leave.

10.9.10 Verification

10.9.10.1 The employee shall provide verification of the need for leave by completing a leave of absence packet with the Human Resources Department and providing all required documentation.

10.9.11 Serious Health Condition

A "Serious Health Condition" means an illness, injury (including but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either impatient care of continuing treatment, including, but not limited to, treatment for substance abuse.

10.9.12 Right to Reinstatement

An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent of the District's employees may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

ARTICLE 11: VACATION LEAVE

11.1 General Provisions

Earned vacation shall become a vested right upon completion of the initial six (6) months of employment.

11.2 Vacation Entitlement

Vacation time is earned based on the following rates:

1 3 years	1 day per month of employment
4 7 years	1.25 days per month of employment
8 10 years	1.50 days per month of employment
11 + years	1.8333 days per month of employment

Vacation shall accrue at the end of each month of employment.

11.2.1 Unit members shall be notified annually of their vacation carryover entitlement within 30 days of their anniversary date.

11.3 Vacation Scheduling

11.3.1 Upon completion of six (6) months of District service, earned vacation shall be scheduled by the unit member and the unit member's immediate supervisor or appropriate management person. Requests shall be submitted as early as possible using the vacation form and the online District Absence Reporting System. The District will approve or deny vacation requests no later than five (5) working days after the request for vacation has been submitted by the Unit member. In the event that requests for vacation conflict, unit members with greater seniority shall be given preference over less senior unit members. Vacation shall be scheduled so as not to interfere with the efficient operation of the District.

11.3.2 A unit member who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:

11.3.2.1 The unit member otherwise qualifies for such leave as provided by this Agreement; and

11.3.2.2 The unit member, if physically capable, returns to duty immediately following the vacation period; and

11.3.2.3 The request for change of vacation leave to other type of leave must be made with the supervisor or manager upon return. When the unit member's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.

#### 11.4 Vacation Accumulation

Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in twelve (12) months, except that, upon written approval of the Superintendent or designee, vacation credit not in excess of ten (10) days may be accrued and carried over to the following work year.

11.5 Vacation Pay

11.5.1 The rate at which vacation is paid shall be the unit member's current rate on regular assignment. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes of employment status during that vacation.

11.5.2 Upon separation from the service, a unit member with permanent status shall be paid for accumulated vacation credit at the rate of pay applicable to the last regular assignment.

11.5.3 When a unit member has accumulated the maximum allowable vacation credit and when a District emergency prevents the unit member from utilizing accumulated vacation, the nature and the duration of the emergency shall be reported to the Superintendent or designee who may authorize a payment in lieu of earned vacation or may permit the accumulation of excess vacation credit.

ARTICLE 12: HOLIDAYS

12.1 Unit members are entitled to paid holidays as designated in Section 12.2 herein, provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday. Unit members who work, or who are on paid sick leave, or on paid sick leave for pregnancy disability, or paid workers' compensation leave, or paid vacation leave are considered to be in paid status. The District may require verification of absences on days immediately preceding or succeeding holidays. Unit members on unpaid vacation leave, unpaid sick or medical leave, unpaid workers' compensation leave, other unpaid leaves, or who are absent without leave are not in paid status.

12.2 Unit members are entitled to the following paid holidays in accordance with the provisions of this Section and the terms and conditions of this Agreement:

January 1, New Year's Day

Third Monday in January, Martin Luther King, Jr. Day

Second Monday in February, Abraham Lincoln Day

Third Monday in February, Presidents' Day

Last Monday in May, Memorial Day  
June 19 (Juneteenth) Day of Observation  
July 4, Independence Day  
First Monday in September, Labor Day  
November 11, Veterans Day  
President of U.S. Proclamation, Thanksgiving Day  
Friday following Thanksgiving Day  
One day in December in lieu of Admission Day  
December 25, Christmas Day  
First day of Spring Break

Three existing local holidays to be determined through negotiations.

12.2.1 In addition to the above, whenever the President of the United States or the Governor appoints any other day as a holiday, including a National Day of Mourning, and does not provide for the closing of the public schools (i.e., Santa Rosa City Schools), but Santa Rosa City Schools do close, such closing shall be deemed as closing for a holiday.

12.3 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

12.4 When a holiday listed in Section 12.2 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

ARTICLE 13:     COMPENSATION

13.1     Overall Wage Adjustments

For contract year 2025-2026, wage adjustment shall be equivalent to that provided CSEA.

13.2     Fringe Benefit Insurance

- 13.2.1 Parties shall meet to address health benefits during 2025-2026.
- 13.2.2 For a part-time employee who is a member of the unit, the District shall pay the carrier an amount equal to that amount which the unit member would have been entitled if in full-time employment, based upon the hours worked as compared to full-time employment. Such payment shall be made upon the condition that the part-time employee who is a member of the unit contributes by payroll deduction an amount equal to the balance.
- 13.2.3 A unit member must be in paid employment status for the month in which the benefits are received in order to be eligible for fringe-benefit coverage, except for unit members who are laid off by the District.
- 13.2.4 Change in marital status and/or eligible dependents shall be reported to the Human Resources Office no later than thirty (30) days following the event.
- 13.2.5 The District agrees to provide for payroll deductions for employee costs for State Disability Insurance for unit members. The District does not participate in funding for this insurance. State Disability Insurance (SDI) is to be integrated with sick leave in accordance with Section 10.4.5.

13.3 Retirement Incentive Program

Upon request, the District will allow a unit member to retire early and continue to participate in the District health-benefit programs subject to review and approval by the Board pursuant to the following regulations:

- (a) The unit member must have reached the age of 55 prior to retirement.
- (b) The unit member must have been employed in the District in a position of four (4) hours or more in a classified position for at least fifteen (15) years.
- (c) The unit member must have retired from the District and be a participant in the Public Employees Retirement System.
- (d) The unit member must have been enrolled in the benefit program for the year immediately prior to retirement.
- (e) The District will contribute a portion of the dollar amount being paid at the time

of retirement toward the individual unit member's health benefit premiums in accordance with the following schedule:

- Ages 55-64 - 100%
- Age 65 - No benefits

The contribution paid by the District at the time of retirement shall remain constant thereafter until the unit member becomes eligible for Medicare, secures employment elsewhere where insurance coverage is provided, reaches age 65, or upon the death of the employee, whichever occurs first. At that time, the District contribution toward health benefits shall cease.

ARTICLE 14:      PAY & ALLOWANCES

14.1      Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the Salary Schedule attached hereto and by reference incorporated as part of this Agreement. Unit members shall advance on the salary schedule under the following conditions:

14.1.1 In establishing the initial placement on the salary schedule, new employees shall be placed at Step 1 on the salary schedule. Upon completion of six (6) months of employment, recognition may be given for previous experience in a comparable position on the basis of two (2) years of full time experience for one (1) step advancement to a maximum of Step 3. Written verification prior to six (6) months of employment of experience from the previous employer shall be required, and the employee shall be responsible for providing the District with this verification. The immediate supervisor shall make a recommendation for advanced placement based on observation of employee's performance. The recommendation is subject to approval by the Superintendent or designee.

14.1.2 Unit members shall advance on the salary schedule under the following conditions:

- (a) Completion of one (1) full year of service with the effective date of such

movement to be the anniversary date. Anniversary date is defined as the first day of service. When the first day of service is prior to the 16th day of the month, the appointment shall be considered effective the first day of that month; appointments made after the 15th day of the month shall be considered effective the first day of the following month. There will be no retroactive adjustments.

- (b) A successful performance evaluation. Shift differential and/or longevity increment shall be part of the regular pay.

14.2 Service Recognition

Upon completion of nine (9) years of employment with the District, a unit member shall receive a five (5) percent increase in the unit member's regular salary. Additional five (5) percent increases shall be granted upon the completion of fourteen (14) years of service, nineteen (19) years of service, twenty-two (22) years of service, twenty-five (25) years of service, twenty-seven (27) years of service, thirty (30) years of service, and thirty-two (32) years of service. Service recognition increases shall be effective on the unit member's anniversary date and shall not be affected by changes in classification, if any.

14.3 Payroll Errors

Any confirmed payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued no later than five (5) working days after the unit member provides notice to the Payroll Office. Overpayments shall be reported to the Payroll Office immediately.

The District shall provide written notice to a unit member regarding any confirmed payroll error resulting in wage overpayment, and allow the unit member an opportunity to respond before commencing recoupment actions. After thirty (30) days' notice, if the unit member does not dispute the existence or amount of the overpayment, the District and unit member may agree upon a repayment plan or the District may begin installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred.

14.4 Lost Checks

When any paycheck for a unit member is lost, mutilated, or not received within five (5) days of mailing, if mailed, the District shall, following the unit member's request of the Payroll Office, immediately initiate a request for replacement at the same time as a stoppayment notice is issued.

14.5 Promotion

A unit member who receives a promotion from Head Custodian IV to Head Custodian V shall be placed on the step of the salary range that is next above the rate the unit member received in the previous class. An additional onestep advancement will be granted upon the successful completion of a six (6) month probationary period and at oneyear intervals thereafter until the maximum step advancement is achieved.

14.5.1 If the unit member has already attained the maximum step and is recommended for a step advancement, the unit member shall be given a one-time bonus equal to five (5) percent of the unit member's annual salary computed at the current monthly rate.

14.6 Mileage

With prior approval, mileage shall be paid as authorized by the supervisor for any unit member required to use his/her vehicle on District business. The reimbursement shall be at the Internal Revenue Service (IRS) authorized reimbursement rate. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business.

14.7 Meals

Any unit member who, as a result of work assignment, has prior authorization to have meals away from the District shall at the earliest possible date be reimbursed at the prevailing District rate for the cost of the meal.

14.8 Lodging

Any unit member who, as a result of a work assignment, has prior authorization to be lodged away from home overnight shall be reimbursed by the District for the full cost of

such lodging. Lodging shall be paid only as authorized by the supervisor. The claim must be signed by the supervisor and submitted with receipts at the earliest possible date.

Where possible, the District shall provide advance funds to the unit member for such lodging.

14.9 Working Out of Classification

If a Head Custodian IV is required by management to work 'as a Head Custodian V and to perform all required duties of a higher classification for a period of at least one-half (1/2) of the employee's work day who they are replacing , the salary of the unit member shall be adjusted for those hours. A unit member performing the duties of a higher classification shall:

- (a) be placed on Step 1 of the higher classification,
- (b) receive a two (2) step increase on his/her present range, or
- (c) receive his/her current rate of pay plus ten (10) percent, whichever is greater.

14.9.1 A unit member working in a position which has an equal or lower salary range shall receive no salary adjustment.

14.10 Translating

**Level 1:** Unit members whose job description do not otherwise require bilingual oral conversation skills and who provide translation at the request of an administrator/supervisor shall be paid an additional \$500 stipend annually. A conversation-based assessment must be taken and passed to qualify. All unit members who qualify for Level 1 stipend shall attend an annual meeting regarding translation support.

**Level 2:** Unit members whose job description do not otherwise require bilingual oral conversation, reading, and written skills and who provide translation at the request of an administrator/supervisor shall be paid an additional \$1000 stipend annually. A conversational, reading, and written assessment must be taken and passed regarding translation support.

Unit members who qualify and receive the annual stipend for Level 1 or Level 2 may opt

out at the end of each calendar year. The stipend will be paid monthly basis

ARTICLE 15: EMPLOYEE EXPENSES AND MATERIALS

15.1 Tools

15.1.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

15.1.2 Notwithstanding Section 15.1.1, if a unit member provides tools or equipment for use in the course of employment, the District shall provide access to a safe place to store the tools and equipment.

15.2 NonOwned Automobile Insurance

The unit member's insurance shall be primary for a unit member using his/her own vehicle with prior authorization on District business. The District will provide secondary coverage for personal injury and property damage.

15.3 Examination for Tuberculosis

All unit members shall submit a physician's statement verifying freedom from active tuberculosis every four (4) years. The District will provide clinics for tuberculin testing at District expense.

ARTICLE 16: LAYOFF, REEMPLOYMENT, AND CONTRACTING OUT BARGAINING UNIT WORK

16.1 A layoff or reduction in hours shall occur only for lack of work or lack of funds, and shall be accomplished according to Education Code requirements. Seniority for layoff purposes is defined as time worked in any combination of positions covered by this CBA. Any layoffs within the bargaining unit will apply across the bargaining unit and respect bargaining unit seniority. If a lay-off does occur, the employees remaining must be qualified to perform the remaining work.

16.1.1 When the District is considering a reduction in hours, the District shall notify the Union and negotiate both the decision to reduce hours and the effects of the reduction in hours prior to implementation.

16.1.2 A unit member who is a permanent employee to be laid off due to a lack of work or lack of funds shall receive written notice by March 15th that their services will

not be required for the following school year in accordance with Education Code section 45117. The notice shall include a deadline by which the unit member must respond in writing, and notification that failure to request a hearing is a waiver of the unit member's hearing rights. The unit member shall receive final written notice by May 15th.

- 16.2 Upon request, the District will meet and negotiate with the Union regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiating. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.
- 16.3 Under certain conditions set out in the Education Code, a unit member may have the right to displace or "bump" an employee with less seniority.
- 16.4 In appropriate situations, a unit member may take a voluntary demotion or reduction in hours in lieu of layoff. Such reduction in hours shall be done according to Education Code requirements.
- 16.5 Reemployment rights shall be provided according to the Education Code.
- 16.6 A unit member may elect retirement in lieu of layoff. Such retirement and reemployment from such retirement shall be accomplished according to the Education Code section 45115.
- 16.7 The District shall maintain a classified Order of Employment indicating each bargaining unit member's length of service in the District. Upon request, the Union shall be given a copy of the Order of Employment.
- 16.8 Before executing a contract for services which have been routinely performed by members of the bargaining unit and which will result in a layoff, reduction of assigned hours, transfer, or reassignment of unit members, the District shall provide the Union with at least ten (10) days' notice and an opportunity to negotiate the effects of the proposed contract for services on the mandatory subjects of bargaining. See Education Code Section 45103.1.

ARTICLE 17:      MISCELLANEOUS PROVISIONS

17.1      Concerted Activities

17.1.1      The District and the Union agree that there will be no strike, lockout, work-stoppage, slowdown, withholding of services in whole or in part, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement.

17.1.2      The Union and the District recognize the duty and obligation of their representatives 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, withholding of services in whole or in part, or other interference with the operations of the District by employee's part, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees to advise and direct those employees to cease such action.

17.2      Completion of Negotiations

Except as mutually agreed by the parties and except as set forth in Article 13 herein, during the term of this Agreement, the Union and District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

17.3      Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. However, no provisions herein this Agreement shall be construed to result in an illegal

discriminatory act based on any Federal or State statute. If any part of this contract is deemed invalid in accordance with this section, the District and the Union shall promptly meet and negotiate in good faith concerning the section or sections determined to be invalid.

17.4 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement. In cases of conflict, this Agreement shall be read to prevail over existing policies and practices of the District; but, in the absence of specific provisions in this Agreement, such policies and practices are discretionary with the District.

17.5 Duration

This Agreement shall begin July 1, 2025, and continue until June 30, 2026, and shall continue thereafter until agreement is reached on a successor document. Except as set forth in Section 17.6 below, any request by the Union to modify the Agreement shall be submitted in writing to the District within one hundred fifty (150) calendar days prior to termination date as set forth above. The District will cause the public notice provisions of law to be fulfilled so that negotiations may commence within thirty (30) calendar days of receipt of the specific written proposals from the Union.

17.6 Any additions to or modifications to this Agreement shall not become effective unless such agreements are reduced to writing and properly approved and signed by both parties.

FOR THE DISTRICT:

FOR TEAMSTERS LOCAL 665:

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