

COLLECTIVE BARGAINING AGREEMENT



Fresno Unified School District

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2309 Tulare Street
Fresno, California 93721
(559) 457-3000**



FRESNO TEACHERS
ASSOCIATION

**Building Trades Professionals
5334 North Fresno Street
Fresno, California 93710
(559) 224-8430**

Effective: July 1, 2016 to June 30, 2019

COLLECTIVE BARGAINING AGREEMENT

Between the
FRESNO UNIFIED SCHOOL DISTRICT
and the

FRESNO TEACHERS ASSOCIATION
BUILDING TRADES PROFESSIONALS

July 1, 2016 – June 30, 2019



Paul Idsvoog, Chief Human Resources
Fresno Unified School District



Brian Christensen, Administrator HR/Labor Relations
Fresno Unified School District

RATIFIED BY BOARD OF EDUCATION
February 21, 2018



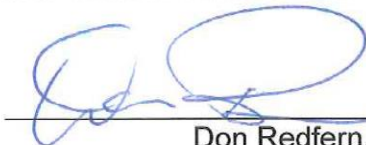
Elizabeth Jonasson Rosas, President
Board of Education

RATIFIED BY
FRESNO TEACHERS ASSOCIATION – BUILDING TRADES PROFESSIONALS

January 31, 2018



Louis Jamerson, Executive Director
Fresno Teachers Association – Building and Trades Professionals



Don Redfern, Bargaining Chair
Fresno Teachers Association – Building and Trades Professionals

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Elizabeth Jonasson RosasPresident
Valerie F. DavisClerk
Lindsay Cal JohnsonMember
Carol Mills, J.D Member
Brooke Ashjian..... Member
Claudia Cazares..... Member
Christopher De La CerdaMember

SUPERINTENDENT OF SCHOOLS

Robert G. Nelson

**FRESNO UNIFIED SCHOOL DISTRICT
NEGOTIATING TEAM MEMBERS**

Brian Christensen.....Administrator
Human Resources / Labor Relations
Maria Mazzoni Administrator
Human Resources / Labor Relations
Jason Duke.....Executive Director
Maintenance & Operations
Lodgerio JorgeMaintenance Manager
Maintenance Services

**FRESNO TEACHERS ASSOCIATION
BUILDING TRADES PROFESSIONALS**

NEGOTIATING TEAM MEMBERS

Louis Jamerson, Executive Director

Don Redfern, Bargaining Chair

Rachel Dominguez

Randy Scharnick

Shane Osborn

Ben Speechly

Mike Dunnington

Michael Shelton

Nick Hankins

Renee Munguia

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ARTICLE 1 – AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

1. The Fresno Unified School District (“District”) and the Union acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.
2. If the District determines that it must reasonably accommodate a disabled employee, that legal obligation shall supersede all sections of this agreement in conflict with the duty to reasonably accommodate.
3. The Union recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines that reasonable accommodation is required, prior to any implementation the District will give the Union written notice and an opportunity to meet with the District to review the options for accommodation. The Union may use the Complaint Procedure if the proposed accommodation by the District is perceived to be detrimental to the Union. The Association agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.
4. Any reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedures. Any actions taken pursuant to this article shall not be subject to Article 12 - Grievance Procedure.
5. For the purposes of this article “employee” includes current unit members, employees from other bargaining units whose reasonable accommodation involves assignment to a position in this bargaining unit, and new employees whose employment in the bargaining unit will involve reasonable accommodation.

ARTICLE 2 – AGREEMENT

This is an Agreement effective upon ratification of this agreement between the FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to as “District”) and FRESNO TEACHERS ASSOCIATION BUILDING TRADES PROFESSIONALS (hereinafter referred to as “Union”).

ARTICLE 3 – COMPENSATION AND BENEFITS

1. Unit members will be paid according to the salary schedule and regulations attached as Appendix A.

I. General Provisions

1. Health and Welfare Benefits:

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

Employees and eligible dependents must enroll within thirty (30) days of employment. The District shall provide one (1) 60-day open enrollment period each year beginning approximately January 10 for all bargaining unit members and eligible dependents not currently enrolled in the existing FUSD Employee Health Care Plan. Unit members enrolling or adding dependents shall effect coverage on the first day of the month following enrollment, provided properly completed enrollment materials are received by the District by the 10th of the preceding month before benefits are to be effective.

2. The District's fringe benefits shall include the following programs for all applicable employees.

A. Health Insurance: The District shall provide District-paid coverage for bargaining unit members and eligible dependents as specified in the FUSD Health Care Plan.

Additionally, the District shall not prohibit any unit member from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan.

B. Dental Insurance (Delta Dental): Employees only. Eligible dependent(s) coverage available at employee expense.

Employees/dependents' coverage shall conform to benefits specifications as in the FUSD Employee Health Care Plan.

C. Vision Insurance: Employees only. Eligible dependent coverage available at employee expense.

D. The Healthnet Vision and PUD Dental Plans are an additional option to the Vision and Dental Plans currently existing between the Fresno Unified School District and the Union.

E. Life Insurance: Employees only. Supplemental units of insurance and dependent coverage are available at employee expense.

F. A bargaining unit member must be employed fifty percent (50%) or more to be eligible for the District's health and welfare benefits. Any increase in costs for the benefits described above during the term of this agreement shall be borne by the District.

G. The current benefits (health, dental, vision, life) may not be changed, modified or added to without meeting and negotiating with the bargaining unit.

II. Joint Health Management Board (JHMB)

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

Example

The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, based on BTC representing approximately 115 represented eligible employees, (out of a total of 6756), BTC's voting weight would be 1.7 percent.

7. There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated

agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.

8. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.
9. All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
10. The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2 million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

III. Withdrawal from FUSD/JHMB Benefits Coverage:

1. The current negotiated agreement between the District and the union requires the District to provide health coverage to eligible employees pursuant to a District-provided health plan as summarized in the Medical Plan document.
2. As a result of 2004-2005 negotiations, the parties have agreed to delegate governance and administration of the District-provided health plan to a labor-management Joint Health Management Board ("JHMB").
3. The union agrees to the establishment of the JHMB, and agrees to participate thereon pursuant to the negotiated agreement and any related memoranda of understanding or side letters to which the union is a party. However, the union wishes to set forth conditions under which it may elect to withdraw from the JHMB-administered FUSD-provided health plan in the future.
4. The parties agree that the union may withdraw from the FUSD-provided health plan administered by the JHMB only under the following conditions:
 - A. The union may withdraw during an annual window period by providing written notice to the District and to the JHMB by certified mail not later than 90 (ninety) calendar days prior to June 30th of its decision to withdraw effective June 30th of that year.
 - B. As a precondition to withdrawal, the union must certify to the District's satisfaction that it has secured alternate and uninterrupted health coverage for its members and retirees

such that the District and the JHMB are absolved of any present or future responsibility to provide such coverage.

- C. Upon withdrawal, and absent negotiated agreement providing otherwise, the District shall allocate to the withdrawing union, on an annual basis, an amount of money equal to the District's contribution per active participant (in effect on the June 30 effective date of withdrawal), multiplied by the applicable number of active participants in each future year. This amount shall be reduced as appropriate and legally required to account for any expenses and/or financial obligations, etc. that may remain with the FUSD/JHMB at and/or following the time of withdrawal.
 - D. Once the union withdraws, it shall be solely responsible for providing health benefits to its represented members and members and members who have retired or will retire from the District, including but not limited to any unfunded liabilities related thereto. Upon withdrawal, the union absolves the District of any future responsibility to provide benefits for employees and retirees of the District who were, are, or will be represented by the withdrawing union.
5. Any disagreements between the union and the District regarding whether the foregoing requirements for withdrawal have been met shall be subject to expedited binding arbitration through the California State Mediation Service. In such a case, any proposed union withdrawal from the FUSD health Plan shall not be implemented until such decision has been issued.

IV. Health Fund

- A. Beginning with the 2005-2006 school year, the District's initial contribution to the Health Fund shall be the actual Health Fund expense (not including IBNR's) as reflected in the 2004-2005 unaudited actuals. The District's contribution rate per eligible employee shall be determined by dividing the total actual 2004-2005 health and welfare expenditures by the average number of eligible employees in the Health Plan in 2004-2005. The district shall contribute the same per eligible employee amount for the average number of all eligible active employees unrestricted-funded, restricted-funded, and special education-funded, in the Health Plan in 2004-2005. Following the district's initial contribution as set forth above the district shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

For example, assuming the following:

Total eligible active employees (all funding sources) = 7113

Total district expenditures for health and welfare for 2004-2005

(all funding sources) = \$97,085,337

District contribution amount per eligible active employee = \$13,649

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

V. Procedures Regarding Potential Underfunding of Health Fund

1. The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.
2. Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
3. If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design Pursuant to Section II, paragraph 8. Such action shall negate the shortfall within the fiscal year.
4. If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.
5. JHMB actions and /or automatic assessments shall apply as set forth in paragraphs (3) and (4) above regarding any month in which a projected shortfall is determined to exist.
6. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the district must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

VI. 2006-2007 HEALTH AND WELFARE

1. Commencing with the 2006-2007 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section IV of this Article "Health Fund," shall be automatically increased by the percentage figure representing the effective, ongoing unrestricted dollar increase to the District's base revenue limit (BRL) actually received by the District in and for the applicable school year, including the ongoing unrestricted COLA, any ongoing unrestricted deficit reduction or equalization, and/or any other permanent ongoing adjustment to the district's funded BRL/ADA identical in effect to a COLA, and accounting for declining or increased enrollment.
2. The parties shall utilize the BRL as set forth in the Governor's May Revise if the final State Budget Act BRL is not known in time to implement effective July 1. The contribution to the

Health Fund shall be adjusted (up or down) based on the final BRL percentage, as defined in paragraph 1 immediately above, contained in the State Budget Act.

3. The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section II, paragraph 8 (JHMB). Such changes must be adopted by the JHMB and implemented effective July 1 annually except for any changes made pursuant to Section V (Procedures Regarding Potential Underfunding of Health Fund).
4. For example, assume the new (year two) statewide average BRL increase is 3.5%, and a calculation of the District's effective BRL increase is 3%, based on the actual, realized dollar increase in BRL income. Assume the prior school year (year one)-District contribution to the Health Fund was \$55 million (unrestricted). Assume health and welfare costs will increase by 10% (by \$5.5 million). The District's contribution would be increased by \$1.65 million (\$55 million multiplied by 3%). The JHMB would be responsible for implementing changes necessary to generate an additional \$3.85 million (\$5.5 million minus \$1.65 million = \$3.85 million).

Note: The example in #4 above assumes that the same number of eligible active employees is in the Health Plan in years one and two. However, the precise calculation would be based on the number of eligible active employees in the Health Plan for year two, multiplied by the District's contribution amount per eligible active employee (see Section IV Health Fund); as such contribution amount has been increased by the hypothetical 3%. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section IV of this Article "Health Fund."

VII. Retiree Benefits

Paid Health Insurance for Retirees: The district shall provide paid health and accident benefits for retirees in accordance with the following provisions:

1. An eligible retiree is one who:
 - A. Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School district;
 - B. Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
 - C. Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;

D. Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;

E. Retirement Benefits and Eligibility for Employees Hired on or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.

- Minimum age: 60
- Minimum years of service with the District: 25
- Benefit coverage for employee and spouse
- Benefit coverage to age 65 or age Medicare eligibility if revised by law (no post 65/post-age of Medicare eligibility benefits)*

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

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

F. Has reached the age of fifty-seven and one-half (57½) years, except in the case of a disabilitants. A disabilitant, as so certified by PERS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years of service in the District. Board-approved leave shall be counted in the years of service requirements for the benefit.

2. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan.
3. Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
4. If an eligible retiree, as defined in paragraph "A" above or an active employee eligible for retirement (on and after age 50 and not as a disabilitant) is deceased prior to age fifty-seven and one-half (57½), the spouse may purchase the district plan at cost until the retiree would have reached age fifty-seven and one-half (57 ½), at which time the District would absorb the cost.
5. To receive this benefit, a retiree must not be in a paid status with the District.

6. All references to "Medicare" refer to the Federal Medical Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Health Care Plan.
7. Bargaining unit members retiring after age of fifty (50) who maintain coverage under the District's Health and Accident Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57 ½) in accordance with the other provisions in this article.
8. Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" as printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
9. **Hold Harmless:** The parties acknowledge that the District has taken the position in these negotiations that this collective bargaining agreement has the legal effect of modifying benefits (deductibles and co pays) contributions and other assessments for current retirees of the District. The parties further acknowledge that the unions/associations have disputed the District's position regarding contributions and other assessments for retirees. Notwithstanding this difference, the parties agree that this agreement is a valid and binding collectively bargained agreement which, if the district's position is correct legally establishes contributions and other assessments by current retirees. Nothing herein shall be construed as acceptance or acquiescence by the unions of the legitimacy of the District's position in this regard. Accordingly, should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the unions are named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the unions for any adverse final judgment and any reasonable attorney's fees and costs incurred by the unions/associations. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

VIII. **Plan Design**

1. **Cross-covered Participants (Active and/or retired employees and spouses are both FUSD employees or retirees):**

Cross-covered participants through the annual open enrollment process will have the opportunity to choose whether they desire to retain cross-covered status.

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

Those current cross covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.

2. **No Opting Out:** All eligible District employees shall be required to participate in the Health Benefits Plan so long as the Association is a member of JHMB and its unit

members receive JHMB administered District-provided benefits as set forth herein and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverages.

3. **Other Clarifications (All Employees and retirees):** The first four clarifications shall apply to all employees and retirees who are not cross-covered as set forth in paragraph 1 above. The fifth bullet applies to all employees and retirees including those who are cross-covered as set forth in paragraph 1 above.
- No co-pays apply to annual deductibles or the out of pocket maximums.
 - The deductible will not apply to out of pocket maximum.
 - The \$100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
 - The \$5/\$20 (Generic/Brand) prescription co-pay assumes the same \$5/\$20 co-pay for a 30 day maximum supply at retail, 90 day "Advantage 90", or a 180 day (maintenance only) maximum at mail order, or "Advantage 90."
 - Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription. This applies to all participants including cross covered.
4. Effective July 1, 2005 the following monthly contributions and assessments shall apply:

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

Employee Only	\$30.00
Employee + Children	\$40.00
Employee + Spouse	\$60.00
Employee + Family	\$70.00

All Eligible Active Employees and Eligible Retirees Up to Age 75

Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75 year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

5. Effective July 1, 2005, the following Plan Design shall be in effect:

Calendar Year Annual Deductible:	\$100/200 in network (individual / family) \$500/\$1000 out of network (individual / family)
Co-insurance	100% in network 80% out of network
Annual out of pocket maximum	\$1000/\$2000 (individual / family)
Lifetime benefit maximum	\$1.5 million
Emergency Room	\$100 (waived only if admitted. Eliminates \$500 accident benefit)
Urgent Care Facility visit co-pay	\$35.00
Outpatient surgical procedures co-pay	\$100
Doctor office visit co-pay	\$15
Prescription co-pay	\$5 generic / \$20 name brand 30 days max retail, 90 days ("Advantage 90") 180 days max (maintenance only) ("Advantage 90" or mail order)
Eliminate coverage for non-sedating antihistamines (now available over the counter)	
Eliminate coverage for proton pump inhibitors (now available over the counter)	
Chiropractor Office visit co-pay	\$5/28 visits

6. Parity:

If any other District association or union negotiated agreement results in a superior health and welfare/compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise.

ARTICLE 4 – COMPLAINT PROCEDURE

1. A complaint is any allegation that a policy or administrative regulation of the District that is not included in contract has been violated, and the violation has adversely affected the bargaining unit member filing the complaint. The complaint must be filed on the appropriate form provided by the District Office.

These complaints shall be subject to the following process:

- A. Within ten (10) working days after a complainant knew, or by reasonable diligence could have known, of the condition upon which the complaint is based, the complainant must present any complaint in writing to his/her supervisor.
 - B. The supervisor shall communicate a decision to the complainant in writing within ten (10) working days after receiving the complaint and has the right to request a personal conference with the complainant.
 - C. In the event the complaint is not resolved at step one, the complainant may appeal his/her complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the ten (10) days response period, to the division head of that department.
 - D. The division head or his/her designee shall communicate his/her decision to the complainant within the ten (10) working days after receiving the complaint.
 - E. In the event the complaint is not resolved at the division head level, the complainant may appeal his/her complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the ten (10) days response period to the Superintendent.
 - F. The Superintendent, or his designee, shall communicate his decision to the complainant within ten (10) working days after receiving the complaint. This decision will be final.
2. The correct application of the Complaint Procedure may be grieved; however, the decisions or merits of any complaint are not subject to the Grievance Procedure Article in this contract.

ARTICLE 5 – COMPLETION OF NEGOTIATIONS

1. During the term of this Agreement, the Union expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the

knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Should any change to State or Federal law necessitate change to any section of this agreement there shall be sessions scheduled to negotiate the impact of said changes upon this CBA and members of the bargaining unit as allowed under the Rodda Act. Such negotiations shall commence immediately upon request of either party as soon as knowledge of such legislation so as to mitigate and negative impact upon the members of the bargaining unit.

2. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopener agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 6 – CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement.

The Union recognizes the duty and obligation of its 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 or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this article may be subject to discipline.

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

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

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

ARTICLE 7 – ASSOCIATION RIGHTS

All Union business, discussions and activities will be conducted by unit members or Union officials outside established work hours with the exception of contract ratification votes as defined in Article 13, Hours, herein, and will be conducted in places other than District property when possible, except when:

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. 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 and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Union representative.
3. The Union pays in advance a reasonable fee for expenses related to utilities, security, cleanup and any unusual wear or damage.

The Union may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

1. At each shop, a bulletin board or portion thereof will be provided for the exclusive use of the employee organization for the purpose of posting Union notices, job announcements, etc. Job announcements shall be posted in a timely manner within the posting period listed on the job announcement. The Union shall also be permitted to post the names of employees serving as trade representatives on the employees' bulletin boards.
2. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
3. The Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District of the right to post or to distribute for a period of at least one full semester.

The Union will exclusively receive time off from duties for the processing of grievances Level I of the Grievance Procedure, Article 10 herein, for unit members who are designated as Union representatives, subject to the following conditions:

1. The Union shall be provided an account of thirty (30) working days annually for which persons designated by the Union may utilize for meeting and negotiating, processing grievances and participating in committees and workshops.

2. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary.
3. That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.

Copies of the Agreement: The District shall publish and provide copies of the contract, as needed, for members of the bargaining unit and the public.

Rules which are designed to implement this agreement shall be appropriate and consistent in application and effect.

Reduction or elimination of bargaining unit member benefits contained within this Agreement by amendment or repeal of existing California or Federal law shall obligate the District, upon Union request, to meet and negotiate for the purpose of considering other similar benefits in compensation for only those benefits lost.

I. Union Representatives

Release Time:

Union representatives shall receive release time from duties for negotiations, professional conferences or other lawful Union business subject to the following conditions:

- A. Annual Statewide Conference: Officially elected delegates of the FTA Trades Unit shall receive release time annually to attend the FTA/CTA/NEA conference.
- B. Designated Meetings: The District will allow release time for elected FTA Trades Unit representatives to attending designated meetings.
- C. Notice of Release from Duties: Whenever possible, forty-eight (48) hours prior (or as soon as possible) to release from duties for a purpose enumerated elsewhere in the CBA, the designated representative shall inform the immediate supervisor.
- D. Impact of Release Time: The parties acknowledge that the release time provided for in this section is not limited by a particular number of hours to be utilized. As such, the parties mutually agree to utilize release time opportunities in a reasonable and professional manner, and only to the degree and frequency necessary to accomplish the purposes set forth above.

Union Representatives: FUSD recognizes the need and affirm the right of the Union to designate a reasonable number of Union Representatives from among the members in the unit. These Representatives shall have the authority to receive complaints, to assist in the processing

grievance, file notice, and see that the terms and conditions of this Agreement are being observed.

- A. Annual Statewide Conference: Officially elected delegates of the FTA Trades Unit shall receive release time annually to attend the FTA/CTA/NEA conference.
- B. Designated Meetings: The District will allow release time for elected FTA Trades Unit representatives to attending designated meetings.
- C. Notice of Release from Duties: Whenever possible, forty-eight (48) hours prior (or as soon as possible) to release from duties for a purpose enumerated elsewhere in the CBA, the designated representative shall inform the immediate supervisor.
- D. Impact of Release Time: The parties acknowledge that the release time provided for in this section is not limited by a particular number of hours to be utilized. As such, the parties mutually agree to utilize release time opportunities in a reasonable and professional manner, and only to the degree and frequency necessary to accomplish the purposes set forth above.

Union Representatives: FUSD recognizes the need and affirm the right of the Union to designate a reasonable number of Union Representatives from among the members in the unit. These Representatives shall have the authority to receive complaints, to assist in the processing grievance, file notice, and see that the terms and conditions of this Agreement are being observed.

- A. List: The Union shall submit to FUSD a list of names of unit members serving as Union Representatives and shall update such list as necessary.
- B. Time, Acknowledge, and Reprisals: Union Representatives shall be authorized by the Union for release time as provided under the CBA. It is acknowledged by FUSD that Unit Representatives may participate in any legal and appropriate Union activities without threat of reprisals or discrimination.

The Union's designated representatives (Union President, job stewards, and site representative) shall be provided an account of a total of forty-five (45) working days annually to be distributed among the Union's designated representatives for which they may utilize for meetings and negotiating processing grievances and participating in committees and workshops.

The Union's designated representatives (Union President, job stewards, and site representatives) will exclusively receive time off from duties for the processing of grievances past Level I of the Grievance Procedure, Article 10 herein, for unit members who are designated as Union representatives, subject to the following conditions:

1. Forty-eight (48) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order that an adequate substitute may

be obtained, if such is necessary. Association Representatives must check in at the school site office consistent with Board Policy.

2. Release time for Designated Union representatives shall be permitted as described in this Article, provided that such contact does not interfere with District assignments and obligations of employees.
3. That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.
4. Elected Union Representatives and Executive Board members shall be released from their work location attend Union Representative Union meetings at 3:15 p.m. or after their work day is over, whichever is later.
5. No designated Union representatives shall be harassed, intimidated, transferred or discriminated against for any legal and appropriate Union activities. The Union activities of these Representatives shall be conducted before working hours, after working hours, and during non-working time such as lunch hours or breaks. Any exception to this must be only as authorized by the Union as release time as provided in this Article.
6. Each Union Representative shall have at his/her work site a school district mail box with their name on it where mail sent through the District mail will be placed.
7. The Union and the District agree to meet every month with the Human Resource Administrator and the Department Managers. The Union representative may bring up to three (3) trades representatives and up to three (3) additional members to the meeting to discuss issues and concerns relating to each department. Meetings shall include an agenda and an agreed upon response time to the issues being discussed. These meetings may be waived by mutual consent.
 - A. Right To Information – The District shall furnish the Union such information as is necessary and relevant to allow the Union to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Union. If such information requires personnel or materials costs beyond what is readily available, the cost will be documented and the Union may be billed by the District.

Copies of the Agreement: The District shall make a copy of the agreement available on the District's website and publish and provide copies of the contract, in each new hire packet, for bargaining unit members upon request.

Rules which are designed to implement this agreement shall be appropriate and consistent in application and effect.

Reduction or elimination of bargaining unit member benefits contained within this Agreement by amendment or repeal of existing California or Federal law shall obligate the District, upon **Union** request, to meet and negotiate for the purpose of considering other similar benefits in compensation for only those benefits lost.

ARTICLE 8 – DISTRICT RIGHTS

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

The exercises 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 law, and all specific and express terms of this Agreement.

ARTICLE 9 – DRUG AND ALCOHOL TESTING PROCEDURES

This District will adhere to drug and alcohol testing procedures as stipulated in Administrative Regulation 4212.42.

ARTICLE 10 – EFFECT OF AGREEMENT

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

ARTICLE 11 – EMPLOYEE RIGHTS

The District and the Union recognize the rights of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

1. Personnel Files: The personnel file of each employee shall be maintained at the District's Central Administration Office.

- A. The person or persons who draft and/or place material relevant to the assessment of performance in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- B. Access to personnel files shall be limited to the members of management on a regular need-to-know basis. Board of Education members may request the review of an employee's file at a personnel session of the Board of Education, or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation, or as evidence, in an administrative or judicial proceeding.
- C. In the event derogatory charges against an employee are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
- D. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. This shall include evaluations, competency review forms, memos, quality control reports, or any other material considered to be of derogatory nature. The employee shall be obligated to attend a conference called for such purpose by an administrator having line authority over such employee. The employee shall have the right to representation during such conference. The employee shall acknowledge he/she has received a copy for his/her personal retention by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix his/her signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator in charge of the safekeeping of the file. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours.
- E. Each employee shall have the right to review the contents of his/her own personnel files. A representative of the employee's choosing may accompany the employee in this review. The employee's representative may review the employee's personnel file in the absence of the employee, provided that the employee has authorized, in writing, the review and provided that such authorization is given to the administrator or designee responsible for the safekeeping of the file. Photocopies of documents shall be provided to the employee or the employee's representative for an amount equal to the cost of reproduction. The employee's review of such information shall take place during the normal working day of the Division of Human Resources and at a time which would result in the least amount of disruption to the employee's work schedule.

2. Informal Personnel Sessions:

- A. Employees may request an informal personnel session with their immediate superiors, department heads and District Administration and Management, with a Union representative present. These sessions are excluded from the Grievance Procedure as provided for in this Agreement.
- B. Informal personnel sessions may be used to discuss such problems as morale and employee dissatisfaction, and discuss suggestions from the employee in ways to improve department operation.

ARTICLE 12 – GRIEVANCE PROCEDURE

1. Definitions:

- A. A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

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

- B. A “grievant” may be any one of the following:

- 1) Any Classified non-management employee of the District covered by the terms of this Agreement.
- 2) The union, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.

- C. A “day” is any day in which the district Administration Center is open for business with the exception of those days during winter vacation and spring vacation.

- D. The “immediate supervisor” is the lowest level administrator not in the bargaining unit having immediate jurisdiction over the grievant who has been designated to adjust grievances.

2. Fundamentals:

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

- B. Grievant shall have the right to the presence of a Union representative at all steps, at all conferences, and during any and all discussions and/or proceedings, formal or informal, concerned with processing or adjusting the grievance.
- C. Any grievant having more than one immediate supervisor may file the grievance at step 2. If two or more employees having identical grievances have different supervisors, they may file the grievance at step 2.
- D. Any bargaining unit members required to appear in connection with this article shall suffer no loss of pay.
- E. The grievant shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- F. Neither party shall attempt to isolate the grievant in order to influence an adjustment of the grievance.
- G. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure without Union intervention, provided that the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Bargaining unit members may individually present grievances to the District for processing. If the grievant desires a representative to help resolve the grievance at any level, said representative shall be designated by the exclusive representative for that purpose.
- H. It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.
- I. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution.
- J. It is mutually understood and agreed that the management persons responsible for considering grievances are not obligated to render a written decision if, in their judgment, such decision would be detrimental to resolution of the grievance. In the event no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified time lines.

3. Informal Level:

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

4. Formal Level:

A. Level I. Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance or within fifteen (15) days of the time the grievant could reasonably have known of the occurrence of the act or omission, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference and the specific remedy sought.

If there is doubt as to which individual is the immediate supervisor for purposes of grievance processing, the District Office of Labor Relations shall, upon request, immediately inform the grievant who his/her designated immediate supervisor is to enable the grievant's submission of the grievance or complaint for Level I consideration.

- 1) The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 2) Within the above time limits, a personal conference will be held at the request of either party.

B. Level II. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Chief Operating Officer of Facilities, Maintenance and Operation, or his/her designee, within ten (10) days.

- 1) This statement should include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal.
- 2) The Division Head, or his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Division Head, or his/her designee, may request a personal conference within the above time limits. If the Division Head, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III. If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations or his/her designee.

- 1) This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

2) The Administrator, Labor Relations, or his/her designee, shall communicate his/her decision to the grievant within ten (10) days.

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

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

2) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

3) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.

4) The arbitrator will not have power to add to, subtract from or modify the terms of this Agreement.

5) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award, if any, which shall be final and binding.

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

ARTICLE 13 – HOURS

1. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and workdays shall be at the sole discretion of the District management.

Overtime

A. The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime.

B. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular workday is less than eight (8) hours, or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District management and shall not be subject to Article 12, Grievance Procedure.

3. Notwithstanding paragraphs (1) and (2) of this article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

4. The scheduling of workdays and work shifts shall be established by the District.

The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8).

A. Day shift (1st shift)

1. Monday thru Friday
2. Start Time 5:00 am to 8:30 am as currently worked with 8 hour shift with 30 min lunch break.

B. Off shift (2nd shift)

1. Monday thru Friday
2. Start time 1:00 pm to 2:00 pm with 8 hour shift with 30 min lunch break.
3. Staffing of 2nd shift will be by volunteer, and/or new hires after (date of ratification) to perform work relating to mobile maintenance work only.
4. All straight hours worked will be paid at the 5% differential shift pay.
5. Annually evaluate second shift.
6. A ten percent (10%) graveyard shift differential will be added to the base pay for hours worked between 12 o'clock midnight and 8:00 am.

5. Holiday Eligibility

All unit members shall be entitled to the paid holidays as indicated in Appendix A, provided the unit members are in paid status during the working day immediately preceding and the working day succeeding the holiday.

- A. Regular unit members who are not normally assigned to duty during the holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding and succeeding the holiday period.
- B. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday, in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday(s), he/she shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday at the rate of time and one-half his/her regular rate of pay.

6. Rest Period

All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the District.

7. Minimum Call-in and Call-back Time

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

ARTICLE 14 – LEAVES

The benefits which are expressly provided by the article are the sole benefits which are part of this collective agreement, and it is agreed that the other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 12.

1. Bereavement Leave

- A. Number of Days: Pursuant to the provisions of Education code Section 45194, bereavement leave without loss of pay for a period not to exceed three days, or five days

if out-of-State travel is required, may be granted in the event of death of any member of the immediate family, Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister of the employee, or any relative living in the immediate household of the employee.

- B. Immediate Family: Members of the immediate family, as used in this section, shall be extended to include stepmother and stepfather of the employee.
- C. Family, Not Immediate: In cases of death of members of the family not included as "members of the immediate family", see Leave for Personal Emergency.

2. Industrial Accident or Illness Leave

- A. Education Code: Pursuant to the provisions of Education Code Section 45192, employees who are a part of the classified service shall be provided leave of absence for industrial accident or illness under the following rules and regulations.
- B. Compensable Workers: The accident or illness must have arisen out of or in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of or in the course of employment by the State compensation Insurance Fund.
- C. Maximum Leave: Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
- D. Not Accumulative: Allowable leave shall not be accumulative from year to year.
- E. Commencement: The leave under these rules and regulations shall commence on the first day of absence.
- F. Lost Wages: Payment for wages lost on any day shall not, when added to an award granted the employee under the workmen's compensation laws of this State, exceed the normal wage for the day.
- G. Authorized Absence: Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workmen's compensation.
- H. Leave Overlap: When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

- I. Entitlement Exhausted: When entitlement to industrial or illness leave has been exhausted, entitlement to other sick leave will then be used; but, if an employee is receiving workmen's compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workmen's compensation award, provides for a full day's wage or salary.
- J. Wage Loss Benefit Checks: During all paid leaves of absence, whether industrial accident leave as provided in Section 45192, sick leave, vacation compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation law of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- K. Re-employment List: When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) – month period, he shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he shall be listed in accordance with appropriate seniority regulation.
- L. Permanent Employees: The benefits provided by these rules and regulations shall be applicable only for these employees who have completed one or more continuous years of service with the District.
- M. Failure to Accept Assignment: An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
- N. Travel Outside of State: Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- O. Additional Leave: The expressed authorization or requirements of these rules and regulations shall not deprive the governing board of the power to grant additional leave pursuant to the provisions of Education Code, Section 45190, if circumstances should warrant.

3. Legal Commitments and Transactions

- A. Jury Duty: In the event classified employees are summoned by a clerk of a Court to serve as a juror, they should notify their principal or department head, who shall in turn notify the Division Head of Business Services.
- B. Court Duty: In the event that a classified employee of the District should be summoned to appear as a witness in court other than as a litigant or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, employees affected should immediately notify their principal or department head, who shall in turn notify the Division Head of Business Services.
- C. Jury or Witness Fees: The District shall grant leaves of absence to employees under the above conditions and shall pay the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees.

In order to implement proper payment, the principal or department head shall notify the Payroll Department immediately upon the return of the employee of the amount received daily for jury or witness fees. (This information is to be transmitted with the absence blank.)

4. Military Leave

A leave with pay shall be granted a classified employee for the purpose of attending military service training programs upon the presentation to the Division of Human Resources of an official copy of the military orders requesting the employee's presence.

5. Parental Leave of Absence

A parental leave of absence without pay shall be granted to a classified employee for the purpose of childbearing and/or child rearing as follows:

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

after receiving de facto and/or de jure custody of any infant child (i.e., three years of age or less) or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

C. Handicapped Children: Employees who are parents and/ or guardians, or who have received de facto and/or jure custody of physically and or mentally handicapped children shall, upon request, be entitled to a leave of absence for a maximum of one year.

D. If a Dependent Child Becomes Handicapped: If a child five years of age or less becomes physically and/or mentally handicapped, the provisions of (2) and (3) above shall be applied for the employees eligible under those provisions to care for said child.

6. Notification of Return to Active Employment:

A. If any classified employee who has been on parental leave less than one year notifies the Superintendent of his or her desire to terminate his/her leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or, if that position is no longer in existence, to a substantially equivalent position. A substitute employee will be hired during the classified employee's absence to assure job availability for the classified employee. Upon his or her return, said employee shall be entitled to all benefits and/or considerations to which employees are normally entitled upon return from a parental leave of absence without pay.

B. While on parental leave, a classified employee shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the Public Employees Retirement System is subject to that agency's eligibility requirements.

C. All assignment rights for persons returning from parental leave shall be subject to the then existent District provisions for assignment and transfer.

7. Peace Corps Leave

A. Definition

1) A Peace Corps leave of absence is one granted to permit an employee to accept an appointment to serve in the Peace Corps.

2) Formal request for Peace Corps leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.

B. Eligibility Requirements: A regular classified employee may be granted a Peace Corps leave at any time.

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

D. Effect on Benefits

1) Step Advance: When acceptable evidence of satisfactory Peace Corps Service is presented, credit is allowed for a minimum of two years on the same basis as though such experience was an assignment to active service with the Fresno Unified School District.

2) Retirement: Service on a Peace Corps leave is not creditable for retirement purposes, and no retirement contributions are required.

3) Other: No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps leave. Earned vacation may be taken prior to or after return from the Peace Corps leave.

E. Request Procedure: After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources.

8. Personal Emergency Leave

A. Education Code: To comply with Education Code Section 45207, a classified employee of the District may use his/her accumulated sick leave acquired under the provisions of the article on "Sick Leave" in this Agreement in cases of personal emergency or necessity. Use of sick leave under this article of "Leave of Personal Use" limited to seven (7) days in any school year.

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

1) Death of a member of the immediate family – the "immediate family" as used in this section means the mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, stepchild, brother, sister, grandparent or grandchild of the employee or any relative living in the immediate household of the employee. This applies after "Bereavement Leave" has been used.

2) Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in (1) above. (It would include uncles, aunts and cousins.) Emergency leave may also be granted for the funeral of a non-relative living in the immediate household.

- 3) Accident involving his/her personal property or the person or property of a member of his/her immediate family as defined in (1) above, and of such emergency nature that the immediate presence of employee is required during his/her workday.
- 4) Appearance in court as a litigant or as a witness under an official order.
- 5) An illness or an unusual circumstance involving a member of the employee's immediate family as defined in (1) above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.
- 6) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the assigned hours of service.

9. Personal Business Leave

- A. Allowance: With prior approval by the supervisor, a maximum of two (2) days of accumulated leave may be used in any school year for personal business. These days are to be a part of the total of seven (7) days pursuant to the Personal Necessity Leave provision. Personal Business is defined to include any matter which bargaining unit members cannot take care of outside of work hours.
- B. Procedure: An employee shall use Form NC10A in requesting that time off for personal emergency or necessity leave be charged to his/her accumulated sick leave. The request should set forth the specific facts constituting the emergency or necessity and the need for his/her presence away from his/her place of employment. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

10. Personal or Family Emergency Leave

- A. Granting of Leave: Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence to a permanent classified employee when compelled to absent himself/herself from his/her duties due to a personal or family emergency that is considered by the Superintendent to be of such a nature to render the employee unable to perform his/her duties. Reasons for such a leave could include, but not be limited to, severe illness of a member of the family or close relative, need for the presence of the employee out of the area for purposes, head of household responsibilities, quarantine.
- B. Length of Time: Such leave may be granted for a period not to exceed one year and shall be without compensation.

- C. Request in Writing: Employee should request such leave in writing to the Division of Human Resources allowing sufficient time for action whenever possible.
- D. While on Leave: While on authorized leave, the position held by the classified employee will be filled by a substitute or temporary employee.
- E. Failure to Return: Should the employee on leave not return to his/her position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating his/her employment.

11. Pregnancy / Disability Leave

- A. A pregnant classified employee who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy/disability subject to the following conditions:
 - 1) Apply to Sick Leave: Sick leave shall apply only to those days of absence during which the classified employee is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
 - 2) Verification: The District may require the classified employee to file a physician's verification which clearly states the employee was incapable of meeting her normal work assignment.
 - 3) Health Evaluation: Within seven (7) calendar days after the termination of the leave, the classified employee shall submit a physician's written health evaluation including the reasons the employee was disabled during the period of absence. The District may require additional physician statements or reevaluation of the classified employee by her physician. (Any additional statements required shall be at District expense.)

12. Sick Leave

- A. Leave of Absence for illness or Injury: Pursuant to the provisions of Education Code Section 45191, every classified employee employed on a full-time basis (i.e., five (5) days per week, twelve (12) months per year) shall be entitled to twelve (12) days leave of absence for illness or injury per fiscal year without loss of pay. All employees employed less than five (5) full days per week and/or less than twelve (12) full months per year shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days as the number of days employed per week bears to five and the number of months employed per year bears to twelve (12). If such employees do not take the

full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

All 12-month employees shall be entitled to twelve (12) days sick leave per fiscal year. All 10, 10 ½ and 11-month employees shall be entitled to 10, 10 ½ and 11 days sick leave per fiscal year respectively. The sick leave need not be accrued by the employee before using; however, a new employee shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If an employee's service begins subsequent to July 1 of any fiscal year, entitlement will be only that proportion of sick leave the service bears to a full year of service for the first fiscal year.

- B. Physician's Statement: Any classified employee who is absent due to illness or injury more than five (5) consecutive days is required to submit a written statement from a licensed physician verifying that absence was due to illness or injury and he/she is physically able to return to work. In addition the Union will assist the District by counseling members who may be misusing sick leave.

13. Travel Leave

- A. Recommendation and Approval: Upon the recommendation of the Superintendent, the Board of Education may grant a classified employee, with at least five (5) years of credited service, a leave for purposes of travel for personal enlightenment, or to accompany a spouse, for a period not to exceed one year. Such leave shall be without compensation.
- B. Authorization: Employees should request such leave in writing to the Division of Human Resources allowing sufficient time for consideration and action. While on (authorized) leave, the position held by the classified employee will be filled by a substitute or temporary employee. Should the employee on leave not return to his/her position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating his/her employment.

14. Unauthorized Leave of Absence

- A. Definition: Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, and non-attendance at required meetings.
- B. Disciplinary Action: Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.

ARTICLE 15 – PAYROLL DEDUCTIONS

1. The District shall deduct in accordance with the Union dues and service fee schedule, dues from the wages of all employees who are, or become members of the bargaining unit.

Any bargaining unit member who signs and delivers to the District an assignment authorizing deduction of membership dues, shall have deducted one twelfth of such dues from the regular salary check of the bargaining unit member each month for twelve months or for as many months within any such year as the bargaining unit member has been employed.

2. As a requirement of this contract, unit members shall become a member of the union or pay to the Union a fee in an amount equal the union's membership dues.
3. **Membership and Fee Status:** Any bargaining unit member shall have the right to join the union but shall be required, as a condition of employment, to become Union members or pay an Agency Fee; or, submit a request as a conscientious objector and make a charitable contribution as provided below.

Unit members, who have not requested Union membership within (30) days following their initial date of hire, shall immediately begin paying service fees to the union via automatic payroll deduction as provided in the Education Code Section 45061 or 87834.

4. **Reinstatement:** Upon reinstatement of any unit employee, the employee shall return to their previous status of Union member, service fee payer or conscientious objector.
5. **Payroll Deduction:** Union employees electing to become Union members or to pay agency fees shall pay any applicable dues or agency fee via payroll deduction. Employees shall execute a payroll deduction authorization form. The Employer will deduct monthly any Union membership fees, service fees, or any other allowable IRS deduction from the wages of those employees.

Dues or fees will be deducted monthly and remitted electronically to the union, along with a list of the names of those for whom the deductions were made by the 15th of the month following the month for which the deductions were made. This deduction list will identify the deductions for each employee by type of deduction. A payroll deduction authorization will remain in effect until an employee separates from the District or unless the employee submits an updated payroll deduction authorization form. A listing of all terminations, new hires or any other personnel change will be sent to the union on a monthly basis.

6. **Hold Harmless:** The union shall indemnify and hold the Employer harmless against any cost or liability resulting from any and all claims, demands, suits, or other action arising from the operation of any provision of the Article, or from the use of monies remitted to the union, including the cost of defending against any such action or claims. The

appropriate local union will have no monetary claim against the Employer by reason of failure to perform under this Article, and agrees to refund to the Employer any amounts paid to the union in error.

7. New Employee Notices: Upon employment, the Employer will inform all bargaining unit employees that the appropriate local union is the exclusive bargaining agent representing them. The Employer will give every employee a copy of the collective bargaining agreement, and a payroll deduction card.
8. Provision of Information: The District will furnish the union with the names and addresses of all current unit employees upon request.
9. Conscientious Objector: Employees who have a legitimate and conscientious objection to providing financial support to the Union may request a Union form requesting to pay sums equal to the Union's periodic fees to a non-labor, non-religious charitable fund as defined by Section 501(c) of Title 26 of the Internal Revenue Code, via payroll deduction. Employees requesting such objection shall submit the proper request form to the union for approval. Upon approval, employer will remit deduction directly to said organization and provide union with verification of remittance.

Any unit employee making payments as a Conscientious Objector, and who requests that the grievance provision of this Agreement be used in his/her behalf, shall be responsible for paying to the union the reasonable cost of using said grievance process.

10. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Union and the District.

ARTICLE 16 – RECOGNITION

The District confirms its recognition of the Union as the exclusive representative for that unit of employees recognized by the District per Board of Education Resolution dated October 28, 2015. That unit is comprised of but not limited to the following positions:

Boiler/Heating Equipment Mechanic	Maintenance Worker II
Electrician	Maintenance Worker III
Electronic Service Specialist	Maintenance Worker IV (Fence Erector)
Floor Covering Worker	Maintenance Worker IV (Equipment Operator)
Glazier	Painter
HVAC & Refrigeration Mechanic	Lead Painter
Lead	Plumber
Irrigation Specialist	Roofer
Maintenance Worker I	Telecommunications Technician

and excluding all other employees, including foremen, substitutes, management, supervisory, confidential and non-classified employees and employees represented by the International

Association of Machinists and Aerospace Workers (“IAMAW”) formerly represented by Building and Trades. Also excluded are all part-time (not regular employees) and casual employees.

ARTICLE 17 - SAFETY CONDITIONS

1. Safety is a primary concern of the Board of Education, and the Board directs that a safety program be instituted to fulfill this responsibility for employees.
 - A. The District and Union shall cooperate in promoting the realization of the responsibility of the individual employee and supervisor with regard to the prevention of accidents.
2. The safety program shall be directed toward maintaining safe working conditions and equipment and shall comply with standards prescribed by Federal, State and local laws and regulations affecting employee safety.
 - A. It is recognized that the District has the exclusive responsibility for providing a safe and healthful workplace.
3. The Board believes in the dignity of work and feels every person should derive personal satisfaction from his/her work, free from injury or illness; therefore, safety must always be a part of any function or work performed by employees of this District.
 - A. The District shall make reasonable provisions for the safety of employees in the performance of their work. It shall provide each new employee, with a safety indoctrination during the first five days of employment, which shall include, where appropriate, giving such employee a copy of the Code of Safe Practices and an indication of the applicable Sections therein.
4. A Safety Committee comprised of bargaining unit representatives, department head and his representatives shall be formed and shall meet as appropriate to discuss safety and other work related conditions.
 - A. Members – This committee shall consist of members from each of the trades within the shops, including Mobile Maintenance, whom shall be appointed by the Union from among its members, and management representatives appointed by the District.
 - B. Purpose – The purpose of the committee will be to further promote safe working conditions and safety awareness on the part of both supervisors and other employees; negotiate with respect to additions to or revisions of the Code of Safe Practices; discuss serious industrial accidents where not prejudicial to the legal position of either the employee or District, and report hazardous conditions; adjust grievances relating to any provision of this Title; and such other related agenda items as either party may request.

- C. Meetings – The Committee provided for herein shall meet monthly for a maximum of two (2) hours unless it is mutually agreed in writing to schedule any such meeting on a different date or to cancel it.

In addition to the foregoing, the Committee shall also meet on a mutually convenient date at the request of the Union or the District.

- D. Agenda – An agenda for each meeting shall be prepared and distributed to the Committee prior to each meeting. The Committee members, the District or the Union may submit items for discussion at least two weeks prior to any scheduled meeting date. Items so submitted that are within the scope of (b) above will be listed on the agenda.

5. TIME

- A. The time spent in connection with the work of this Committee by Union’s Committee members who are employees of the Company shall be paid by District, and Union shall reimburse the District for such expenditures in accordance with the provisions of this agreement.

6. SAFETY STRAPS

- A. District shall furnish fall protection. When a safety strap is worn out in District service, or is condemned by District, it shall be replaced at no cost to the employee.

ARTICLE 18 - 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.

ARTICLE 19 – SUPPORT OF AGREEMENT

The Union agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Union.

ARTICLE 20 – TERM

This agreement shall remain in full force and effect up to and including June 30, 2019. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3458, exhausted.

Either party may require that negotiations be reopened annually to negotiate salaries and fringe benefits.

Either party may require a reopening of negotiations for purposes of considering the addition of non-conflicting provisions to the existing provisions of Fringe Benefits in its entirety.

Any article may be reopened by mutual consent.

ARTICLE 21 - TOOL INSURANCE

The employer shall be responsible for the replacement value of an employee's tools and toolbox stolen from the premises of the employer by reason of illegal breaking and/or entering of such premises, or by reason of fire in the employer's premises at any time. It shall be the total responsibility of the employee when assuming employment to file with the employer a complete inventory of all personally-owned tools on the employer's premises, subject to inventory by the employer. Such inventory shall be kept up to date on a continuing basis as the employee adds to and/or subtract from their toolbox. Failure to provide the employer with an inventory of tools will relieve the employer from the responsibility of paying for any loss claimed.

ARTICLE 22 - TRANSFER AND FILLING OF VACANCIES

Transfers of bargaining unit members may be initiated by the District management at any time whenever such transfer is in the best interest of the District as defined by District management.

A unit member affected by such transfer shall be given notice as soon as administratively practical; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

The District management shall post in each bargaining unit work location a list of all known bargaining unit vacancies. Updated lists will be posted weekly. Shop supervisor shall post such vacancy notices in each shop on the bulletin board to be provided for bargaining unit information.

For purposes of this provision, a vacancy is any unit position which is new or which remains unfilled after any transfers are made pursuant to paragraph (1) above.

Consideration will be given to the applications which meet the established qualifications for the vacancy and which are properly submitted; however, the final selection is at the discretion of the District management provided the applicant chosen by the District management meets the requirements set out in the job description of the vacant position.

No posted vacancy shall be permanently filled until five (5) unit workdays after notice of the vacancy has been posted.

ARTICLE 23 - SUSPENDED DRIVER LICENSE ACCOMMODATION

Suspended Driver's License

A worker whose Driver Certificate and/or driver's license has been suspended by the CHP (or DMV, as appropriate) shall:

1. At the unit member's request, the Associate Superintendent, Human Resources/Labor Relations or designee and Union representative shall meet to attempt to come to a mutual agreement on a temporary job assignment. There will be no guarantee that a temporary job assignment can be found for a particular worker. Placement shall be on a case-by-case basis. The Division of Human Resources/Labor Relations shall not be required to create work, but the District shall make a good faith effort to accommodate the worker.

ARTICLE 24 – EVALUATIONS

Section 1. Probationary Employees:

- A. Unit members newly hired for regular positions in the District shall be considered probationary employees until they have satisfactorily completed one year of probationary service. Probationary employees shall be evaluated in their fifth (5th) month and eleventh (11th) month.
- B. Notwithstanding the evaluation cycle set forth above for probationary employees, at any time prior to the expiration of the probationary period, the Superintendent or designee may, at its discretion, dismiss a probationary unit member from district employment. A probationary unit member shall not be entitled to a hearing.

Section 2. Permanent Employees:

1. Permanent Employees shall be evaluated at least every-other year. Normally these evaluations shall be completed by the end of the respective year. A permanent unit member may be evaluated by his/her immediate supervisor if unsatisfactory service is performed, within a reasonable length of time after unsatisfactory service is performed. The permanent unit member may attach a written response to the performance evaluation.
 1. Subject to Grievance: The evaluation process and procedure here agreed upon are subject to the Grievance Procedure; however, evaluation of the performance is not.
 2. Critical Evaluations: Critical evaluations shall be based on documented evidence and/or direct observation of the evaluator and shall not be based on hearsay.

3. Evaluation Request: A unit member who receives “requires improvement” on the Classified Employee Evaluation Report may request another evaluation after a three-month period. If the supervisor can justify their continued rating of requires improvement the evaluation need not be completed. This provision does not apply to an “unsatisfactory” rating.
4. Professional Learning Plan (PLP): All unit members are encouraged, but not mandated to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice for career planning. All employees are also encouraged, but not mandated to create a Professional Learning Plan (PLP), based on self-reflection as well as feedback from their supervisor.
5. The unit member shall receive a written copy of the performance evaluation at a personal conference conducted by the evaluator, such conference shall be conducted during work hours. All copies of evaluation documentation shall be signed by both the evaluating supervisor and unit member. A printed copy of the evaluation documents shall be provided to the unit member accurately reflecting any electronic version of said documents.

ARTICLE 25 – DUE PROCESS

Due Process:

Consistent with District Board Policies and Administrative Regulations on dismissal, suspension and disciplinary action of unit members, the District agrees to abide by the principals and concepts of progressive discipline and subject permanent unit members to discipline only for cause. Nothing in this article shall preclude the District from deviating from the levels of progressive discipline based on the severity of the alleged misconduct.

APPENDIX A **GENERAL INFORMATION FOR CLASSIFIED PERSONNEL (CRAFT UNIT)**

I. BENEFITS

1. Anniversary Increment

An anniversary increment shall be applied as follows:

Eight-tenths of one percent (.8%) each year of employment from the 16th to the 25th year, to a total of eight percent at the 25th year and thereafter.

Employees working less than eight (8) hours per day shall be granted a proportionate share of the maximum increment. Increment payments to employees shall be made monthly during their duty year (e.g., ten (10) month employees will receive their increment

in ten (10) equal payments). A year shall be construed as seventy-five percent (75%) or more of a normal work year.

2. Salary / Health & Welfare:

The District shall further increase the annual per active employee contribution to the Health Fund by \$800 for a total amount of \$17,789 effective as of July 1, 2017. Within 120 days from the ratification of this Agreement by both parties subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000 and pay any health insurance premium increases for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of the contract in the same manner as any other health plan option as determined by JHMB.

3. Education Incentive:

A voluntary Professional Growth Program has been developed for all classified employees and is designed to give classified personnel incentive to improve skills within the job classification held, to encourage employees to contribute more to the educational program of the schools and to improve work performance. Increment units may be earned in the following types of professional growth activities:

1. University or college credits
2. Adult school classes
3. Institutes, lectures, seminars and workshops
4. In-service training

A professional growth award will represent completion of fifteen (15) semester units or equivalent increment points. A professional growth award shall increase the classified employee's basic salary by \$100 per year.

Eligible classified employees who are employed less than full time and/or less than twelve calendar months a fiscal year shall be paid a professional increment for which they qualify in such proportion as the time served bears to eight (8) hours a day and forty (40) hours a week and/or twelve (12) calendar months a year.

Short-term employees, temporary employees, substitute employees and probationary employees are excluded from this program.

Additional and more detailed information pertaining to the Professional Growth Program may be obtained by contacting the Division of Human Resources.

4. Holidays

The following thirteen holidays will be observed as legal or Board holidays for all classified employees working on a calendar month basis:

Independence Day
Labor Day
Admission Day
Veteran's Day
Thanksgiving Day and the Friday following
Christmas Eve (p.m.)
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Spring Vacation Day (p.m.)
Memorial Day

5. Cesar Chavez

A floating holiday in memory of Cesar Chavez will be provided to bargaining unit members to be taken prior to June 30 of each year. The floating holiday will be discontinued if a scheduled holiday for Cesar Chavez is instituted.

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

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

6. Overtime

It is the policy of the District to keep overtime at a minimum. All overtime must have prior approval by the authorized department or division head. Employees will not be paid for unauthorized overtime.

7. Night Differential

If a unit member's shift is after 5:00 p.m., a night differential of 5% will be added to the base pay.

8. Call Back

Two hours minimum pay for employees called back to work after the end of a regular eight hour shift.

9. Hazardous Materials Pay

Maintenance Worker III rate of pay, or worker's current rate of pay if higher, will be granted to workers when they are working with hazardous materials.

10. Vacation

Duration of Employment		12 Month Employee	11 Month Employee	10 ½ Month Employee	10 Month Employee
Prior to July 1	0 – 2 months	None	None	None	None
"	3 months	2.5	2.0	2.0	2.0
"	4 months	3.5	3.0	3.0	3.0
"	5 months	4.0	4.0	4.0	4.0
"	6 months	5.0	5.0	4.5	4.5
"	7 months	6.0	5.5	5.5	5.5
"	8 months	7.0	6.5	6.5	6.0
"	9 months	7.5	7.0	7.0	7.0
"	10 months	8.0	8.0	8.0	8.0
"	10 ½ months	---	---	8.5	---
"	11 months	9.0	9.0	---	---
"	12 months	10.0	---	---	---
1 – 3 years **		10.0	9.0	8.5	8.0
4 – 10 years		15.0	13.5	13.0	12.5
11 – 14 years		18.0	16.5	15.5	15.0
15+ years		20.0	18.0	17.5	16.5

NOTE: In all cases vacation is advance in the current school year. For example, in the order for a twelve (12) month employee to be entitled to fifteen (15) days of vacation, the employee must have completed three years and has begun the fourth year of employment.

- For vacation computation purposes, a month shall be construed as more than one-half of the normal working days of the regular classified employee's work month.
- For longevity vacation allowance computation purposes, a year shall be construed as 75% or more of the normal work year.

A. Vacation for Employees Who Work Less Than a Full Twelve Months:

All vacation days shall be taken during the Christmas or Easter vacations at the discretion of the principal or department head. In no case may vacations be taken when school is in session, or at any other time that would necessitate the hiring of a substitute.

B. Vacation Not Cumulative:

On the theory that vacation is given annually for the recreation and relaxation of the employee, it shall not be accrued from year to year for the purpose of taking extended vacations, except as noted below.

C. Vacation Carryover:

Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over ten (10) days of vacation to the following fiscal year.

D. Vacation Accrued:

Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth in Appendix A. The scheduling of such vacation shall be within the sole discretion of the District management.

E. Attendance Incentive Program

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

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

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

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

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

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

Scheduled District Holidays
Approved Vacation
Jury Duty
Bereavement Leave
Union Business
Military Leave

II. SALARIES

1. Journeyman Craft Workers

The Fresno Teachers Association Building Trades Professionals shall be placed on a Fresno Unified School District Salary Schedule and as of the ratification of the parties' agreement by both parties, shall no longer have a salary schedule tied to the outside trades salaries. The proposed salary schedule includes one (1) step.

The journeyman hourly wage for each craft shall not include the hourly rate for health and welfare benefits, holidays and pension plans, since the District already provides separately for such benefits. The District provides health and welfare benefits through a self-funded program. Holidays are provided in accordance with the California Education Code and Appendix A, Section I (3) of this collective bargaining Agreement. Pension benefits are provided through the District's participation in the Public Employee Retirement System (PERS), in the same manner as such benefits are provided to all eligible classified District employees.

2. Wages

The salaries at step one (1) are set at the current salary as of January 25, 2018.

Effective July 1, 2016, the Building and Trades Salary Schedule shall be increased by three and one-half percent (3.5%).

Effective July 1, 2017, the Building and Trades Salary Schedule shall be increased by two percent (2.0%).

Effective July 1, 2018, the Building and trades Salary Schedule shall be increased by one percent (1%).

Additionally, for 2018- 19, the parties agree to contingency language that could further increase the Building and Trades Salary Schedule by up to an additional two percent (2%) if on-going. District revenues improve. The District's multi-year projection as of June 2017 shows LCFF Revenue Limit Sources (Line A.1.) for 2018-2019 of \$714,660,427. If the enacted State Budget for 2018-2019 increases this number (Line A.1.) to \$729,726,115 or greater an additional 1% shall be added to the Building and Trades Salary Schedule effective July 1, 2018. If Line A.1 increases to \$737,258,959 or greater, a further 1% shall be added to the Building and Trades Salary Schedule effective July 1, 2018.

- A. The District's per eligible employee contribution established in 2004-2005 pursuant to Article 3 – Compensation and Benefits, Section IV Health Fund shall be recalculated to adjust for any ongoing increased allocation to the Health Fund generated by this contingency.

B. As used herein, BRL is the percentage figure representing the effective ongoing unrestricted dollar increase to the District base revenue limit actually received by the District in the applicable school year, including the ongoing unrestricted COLA, any ongoing unrestricted deficit reduction or equalization, and/or any other permanent ongoing adjustment to the District's funded BRL/ADA identical in effect to a COLA, and accounting for declining enrollment.

3. Compensation

The parties shall reopen negotiations over compensation. However, the parties agree that the increased dollar amount already contributed to the Health Fund as set forth above, shall automatically be deducted from the additional BRL dollars actually received by the District that are available for negotiations over potential salary increases.

Parity: If any other District association or union negotiated agreement results in a superior health and welfare/compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise.

4. Foregoing BRL Contribution

The foregoing BRL contribution to the Health Fund shall continue in effect upon expiration of this three-year Agreement until the parties reach agreement on a successor negotiated contract.

Fresno Unified School District

FTA-Trades Annual/Hourly Salary Schedule 2018-2019

<u>Grade</u>	<u>Title</u>	<u>Job Code</u>	<u>Duty days</u>	<u>Annual/Hourly Rate</u>
M03	Worker, Maintenance I (Year 1)	M020	261	\$48,213.59 \$23.0908
M06	Worker, Maintenance I (Year 2) - Step 2 (Begin on Anniversary Date of MWI position)		261	\$51,922.50 \$24.8671
M09	Worker, Maintenance I (Year 3) - Step 3 (After completion of 3 years, MWI advances to MWII on MWI Anniversary Date)		261	\$55,631.21 \$26.6433
M15	Worker, Maintenance II	M021	261	\$59,340.12 \$28.4196
M18	Specialist, Irrigation	M016	261	\$56,352.20 \$26.9886
M21	Worker, Floor Covering	M019	261	\$72,585.56 \$34.7632
M24	Worker, Maintenance III	M022	261	\$66,757.33 \$31.9719
M27	Rofer	M013	261	\$55,398.61 \$26.5319
M30	Painter	M010	261	\$73,970.53 \$35.4265
M39	Worker, Maintenance IV Fence Worker, Maintenance IV Equip	M024	261	\$74,175.16 \$35.5245
M46	Specialist, Electronics Serv Electrician Technician, Telecommunications	M015	261	\$75,605.23 \$36.2094

M49	Glazier	M005	261	\$86,185.33 \$41.2765
M69	Plumber Mechanic, HVAC & Refrigeration Boil/Heat Eq Mech	M012 M008 M007	261 261 216	\$80,509.52 \$38.5582

Lead & Supervisory

M21	Floor Worker, Lead		261	\$72,585.56 \$34.7632
M33	Roofer, Lead		261	\$57,060.45 \$27.3278
M36	Painter, Lead	M011	261	\$70,565.00 \$33.7955
M43	Supervisor, Paint Shop		261	\$85,329.88 \$40.8668
M46	Lead, Electronics Serv Specialist		261	\$75,605.23 \$36.2094
M48	Supervisor, Irrigation		261	\$65,931.94 \$31.5766
M54	Supervisor, General Maintenance		261	\$86,784.59 \$41.5635
M66	Supervisor, Electrician Trade		261	\$88,456.03 \$42.3640
	Supervisor, Elecs Shop		261	\$88,456.03 \$42.3640
M77	Supervisor, Building Trade		261	\$104,131.07 \$49.8712
M80	Supervisor, HVAC & Refrigeration		261	\$94,196.15