

An Agreement

Between

~~Federation of United School Employees~~
~~Laborer's International Union of North America~~

~~FUSE~~-LIUNA Local 777

And

Carlsbad Unified School District

July 1, ~~2008-2011~~ – June 30, ~~2011~~2014

ARTICLE 1 - DEFINITIONS

- 1.1 Agreement: The collective bargaining contract between the Carlsbad Unified School District and ~~the Federation of United School Employees (FUSE)~~-LIUNA Local 777.
- 1.2 Union: ~~The Federation of United School Employees (FUSE)~~-Laborer's International Union of North America (LIUNA) Local 777.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time classified employees of the District, ~~including those positions within the following departments/areas:~~

~~Business Services~~
~~Accounting~~
~~Facilities, Maintenance and Operations~~
~~Food Services~~
~~Information Systems~~
~~Publications~~
~~Purchasing~~
~~Transportation Department~~
~~Clerical Services~~
~~Instructional Services~~
~~Personnel Services~~
~~Security Services~~
~~Superintendent's Office~~

~~and~~ excluding all of the following:

Management, ~~Supervisory~~ Employees
Confidential Employees
Noon Duty Aides
Summer Maintenance Workers
Substitute and Short-Term Employees

ARTICLE 4 - UNION RIGHTS

4.1 Duly authorized stewards of the Union shall be recognized by the principal or supervisor as the official representative of the Union in that facility. Such building representative shall be entitled to a reasonable amount of release time without loss of compensation for purposes of representing unit members in accordance with the provisions of the Grievance Procedure. A steward shall be permitted to leave his/her normal work area upon request to the principal or supervisor for a reasonable period of time and as soon as possible, as workload permits. The following sites shall be entitled to a building representative:

4.1.14 ~~Food-Nutrition~~ Services Department

4.1.19 Sage Creek High School

4.5 The Union shall have the right of release time without loss of pay for unit members who are Union "Chapter" Officers or Delegates to conduct necessary Union business, attend Union conferences, conventions, or District council meetings. Prior to utilizing release time to conduct union business, officers shall, in good faith, provide reasonable advance notice to the immediate supervisor or designee. Such leave shall not exceed 30 days annually. Each year, FUSELIUNA shall provide a list of shop stewards at each site to the District's personnel department by September 30. Every reasonable effort will be made to ensure shop stewards attend employee discipline meetings at the site level.

ARTICLE 10 - PAY AND ALLOWANCES

10.11 Bilingual Pay Differential: Unit members whose job classification does not require bilingual skills but who have bilingual skills and are requested by the District on a regular basis to use their bilingual skills shall be paid a monthly stipend equal to one half of one percent (0.5%) of the annual salary for range 1, step one on the classified salary schedule, above the base rate of pay for their regular class for full-time and prorated for part-time. Prior District approval for this pay differential is required. The District and FUSELIUNA will meet and confer prior to the implementation of a pay differential. An annual list of employees who qualify for the differential pay will be published by the District by September 1 of each year.

10.12 Budget Information

10.12.1 Upon request, the Superintendent will include the Assistant Superintendent, Business Services in his/her monthly meetings with FUSELIUNA. The Assistant Superintendent shall provide information about the District budget. This monthly update shall provide FUSELIUNA the opportunity:

10.13 Adjustment to Compensation Package

10.13.1 The District shall notify FUSELIUNA of the following: 1) if monies have been identified which are available for use in the compensation package; or 2) if an adverse financial change occurs.

10.13.2 The District will report quarterly on its findings to FUSELIUNA.

10.13.3 The compensation package shall be increased at least by an amount equal to the percentage increase in the State funded, unrestricted, and received cost of living adjustment (COLA) for each year that is covered under the terms of this agreement, unless the conditions in Section 10.13.4 exist.

10.13.4 During the term of this agreement, should the District's economic situation decline, the District and FUSELIUNA hereby agree that negotiations shall commence to make any necessary adjustments appropriate to the long-term financial integrity of the District which may include reallocation of Section 10.13.3 funds. During the period of negotiations, the COLA funds enumerated in Section 10.13.3 shall be placed in reserve.

10.13.5 The Cost of Living Adjustment (COLA), and/or the negotiated adjustment shall be an increase or decrease to the District's total compensation package. The parties understand that the distribution of available funds shall include health and welfare benefits, statutory benefits, retirement benefits, and salary adjustments.

10.13.6 The District and FUSELIUNA shall commence negotiations at the request of either party regarding Article 10, consistent with Section 26.5.

10.13.7

~~1. 2006-2007: +1% agreed to in 2005-2006 + 4% retro to July 1, 2006 (5% total)~~

~~1.4% increase on salary schedule effective October 1, 2006 (savings from health and welfare medical insurance premium/plan changes); plus~~

~~2007-2008: +3% increase on salary schedule effective December 1, 2007~~

~~2008-2009: + 1% effective July 1, 2008. If the bargaining parties agree on a fair share formula that results in an amount greater than 1%, this additional amount will also be applied to the salary schedule effective July 1, 2008.~~

~~2. The parties agree that a subcommittee of the bargaining teams will convene to clarify the Language and determine the necessary calculations to implement Section 10.13, Adjustment to Compensation Package, and to develop a "fair share" formula specifically designed to work in a Basic Aid district. Once agreed to by all parties, the 'Fair Share' process will to replace the existing Section 10.13.~~

The subcommittee's work is non-binding. It is recognized that only the language negotiated by the parties changes the current agreement. It is the intent of the parties that subcommittee's work and the necessary negotiations can and should be completed by December ~~731, 2007~~2012.

10.17 Non-Work Days

~~10.17.1 For any days designated by the District as 'non-work' days, employees who work less than 12 months are not required to utilize other paid leave for that day. They are non-paid, non-work days for those employees. Employees who work 12 months are required to work on those days, unless they utilize other paid, approved leave.~~

~~10.17.2 In years where the number of work days for 12 month employees exceed 260, one day during the normal winter break holiday will be designated as a 'non-work' day for those employees.~~

~~10.17.3 This article becomes effective as of the 2011-2012 school year.~~

ARTICLE 12 - HOLIDAYS

12.2 Floating Holidays: The District will provide two floating holidays (~~one in recognition of Admissions Day and one additional~~) for all employees in the bargaining unit to be ~~taken on a day convenient to supervisor and employee~~ scheduled and approved in advance by their immediate supervisor. Unit members whose job impacts students in any way shall take these holidays when students are not in school. No substitute will be called in for an employee taking this holiday.

ARTICLE 13 - VACATION

13.4 Earned Vacation Hours: ~~For every hour of paid service, excluding overtime, employees shall earn vacation hours~~ Each classified employee shall be allotted vacation hours for each year of service as follows:

Vacation allotments shall be prorated for partial year service.

<u>Employment Years</u>	<u>1st -4th Years</u>	<u>5th -14th Years</u>	<u>15th – 24th Years</u>	<u>25th + Years</u>
12 Months	96 Hours	144 Hours	160 Hours	200 Hours
11 Months	88 Hours	132 Hours	144 Hours	184 Hours
10 Months	80 Hours	120 Hours	136 Hours	168 Hours

Employees working less than eight (8) hours per day shall earn prorated vacation hours.

- 13.8 Vacation Carry-Over: A twelve (12) month employee may elect to carry over an amount of vacation days equal to one year's earned vacation. Any unused accrued vacation hours which exceed the maximum vacation accrual shall be paid to the unit member in July at the employee's regular rate of pay.

13.8.1 The District may require unit members to use accumulated vacation which exceeds the maximum accruable amount in lieu of payout before the end of the fiscal year. Employees will be provided with their number of excess vacation hours by the Personnel department no later than two weeks after the first semester payroll deadline. Employees will work with their supervisor to select mutually agreed upon days. The vacation utilization plan shall be documented and signed by both employee and supervisor and returned to the Classified Personnel Department within 30 days after distribution of the excess vacation form-

~~Effective July 1, 2009, the District will pay out all vacation balances greater than two years' accrual in an amount not to exceed at least one year's accumulation per year until balanced.~~

- 13.9 Vacation Schedule Conflicts: If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference upon reasonable notice.

13.9.1 Once a Vacation Request Form as been submitted and approved by a member's supervisor, nothing in this article shall require that member to change their requested vacation dates due to a more senior employee's vacation request.

ARTICLE 14 - LEAVES

- 14.4 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Board and an employee. ~~An unpaid leave of absence (AWOP) must be approved, in advance, by the employee's immediate supervisor. Examples of unpaid general leaves could include: Child-Rearing Leave, Home Responsibility Leave, Personal or Professional Leave.~~

14.4.1 A request for leave may be initiated by an employee by submission of a General Leave Request Form, submitted to the Classified Personnel Department.

14.4.2 Within 5 business days, the Personnel Department or designee shall either deny the request or submit a recommendation for approval to the Board.

14.4.3 If a LIUNA member is denied general leave, the employee may, within ten (10) calendar days of the initial response, appeal the decision by completing, signing and presenting the District form to the General Leave Appeal Committee.

14.4.3.1 The employee Committee shall be composed of:

- o An Assistant Superintendent or designee, not involved in the original denial of leave.
- o The Local Business Manager of the LIUNA or designee.
- o A mutually agreed upon District employee, who is not in the member's chain of command.

14.4.3.2 The General Leave Appeal Committee shall, within ten (10) calendar days of receipt of the appeal, schedule a hearing regarding the appeal at which the employee shall be afforded the opportunity to fully present his position and to be represented.

14.4.3.3 The General Leave Committee shall, within ten (10) calendar days of the conclusion of the hearing, make an advisory recommendation on the appeal and submit it to the School Board for final determination for those employees who have elected to use this procedure.

14.10.2 Qualifications of Recipient: “Catastrophic illness/injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which requires the employee to take time off from work for an extended period of time and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Ed Code 44043.5(a)).

14.10.2.1 To be eligible to withdraw from the catastrophic leave bank the employee must be a bargaining unit member of FUSELIUNA.

14.10.2.2 The maximum usage by any employee for the same catastrophic illness/injury shall not exceed 25 workdays or 50% of the total available Catastrophic Leave Bank, whichever is less.

14.10.2.3 An employee must present written verification of the catastrophic illness/injury to the District. Such verification shall be prepared by a licensed physician.

14.10.3 Procedures: A committee comprised of one representative each from FUSELIUNA and management must determine and certify that employees are eligible for Catastrophic Leave. Persons are eligible who are unable to work due to the severity of their personal catastrophic events. Eligibility is determined only after adequate proof has been provided in accordance with Education Code 44043.5 and pertinent rules and regulations of the District.

14.10.3.1 Donations to the Catastrophic Leave Bank shall be accepted each year during October/November. The District shall distribute forms for sick leave donation to the Catastrophic Leave Bank ~~either together with the unit member’s annual written statement accounting accrued sick leave, or separate~~ not later than October 1st. All donation forms must be submitted to the Assistant Superintendent of Personnel and received by the payroll office no later than November 15th of each school year.

14.10.3.2 In the event the catastrophic leave bank falls below 25 days, the remaining bargaining unit members shall be given another opportunity to donate during the course of any fiscal year as soon as practicably possible.

14.10.3.23 Exception to the Grievance Clause: The committee’s denial of a unit member’s request to use of hours from the Catastrophic Leave Bank shall not be subject to the Grievance Procedure.

ARTICLE 15 - HEALTH AND WELFARE BENEFITS

15.9 Joint Insurance Committee: Up to three members of FUSELIUNA may participate in the District Joint Insurance Committee which shall be responsible for recommendations regarding the selection of a District insurance broker/consultant and for recommending changes in the existing health and welfare benefit plans and carriers. The District and the Association are committed to a continuing effort of securing economical solutions to the health coverage cost escalation and take a shared responsibility for funding and containing the increasing health and welfare costs.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.2 Procedures

- 20.2.1 Informal Level: Before filing a ~~formal~~ grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.
- 20.2.2 Formal Level: Before filing a formal grievance, the ~~grievant-Union~~ should attempt to resolve the grievance ~~by an informal conference~~ with ~~his/her~~ the grievant's immediate supervisor.
- 20.2.2.1 Level One: The ~~grievant-Union~~ must present ~~his/her~~ the grievance on the prescribed District form to ~~his/her~~ the grievant's immediate supervisor within ten (10) days after the occurrence or omission when the grievant knew, or should have known, of the circumstances which formed the basis of the grievance. The form shall include:

ARTICLE ~~28-24~~ – TRANSPORTATION

(Only change is re-ordering of article numbers)

ARTICLE ~~24-25~~ - SEVERABILITY

(Only change is re-ordering of article numbers)

ARTICLE ~~25-26~~ - DISCRIMINATION

~~2526~~.1 The District and FUSELIUNA shall not discriminate against unit members in the administration of this Agreement on the basis of age, race, creed, color, religion, national origin or ancestry, sex, sexual orientation, domicile, marital status, political affiliation, physical or mental disability, medical condition including genetic characteristics, membership in the Union, or participation in the

ARTICLE ~~26-27~~ – NEGOTIATIONS

(Only change is re-ordering of article numbers)

ARTICLE ~~27-28~~ – DURATION

~~2728~~.1 This Agreement shall be in effect for three (3) years, July 1, ~~2008-2011~~ through June 30, ~~2011~~2014. A new classified salary schedule will be printed and distributed to bargaining unit members each year of the agreement.