

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)

For the Period

July 1, 2024

to

June 30, 2027

Board Approved: September 11, 2025

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ATTACHMENTS

A 2024-2025 Salary Schedule

B MOU: Bilingual Classification Pay (July 18, 2012)

Intentionally left blank (replaced by Appendix H)

D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

Intentionally left blank per MOU dated October 2, 2019

F MOU: Bus Driver Work Year

G MOU: Health and Welfare Plan Changes for 2017 Plan Year

H MOU: Health and Welfare Program Change for 2025 (October 1, 2024)

I MOU: Filling Benefited Vacancies for Food Service I Positions

J MOU: Range Adjustments (September 6, 2018)

K MOU: GPS/Zonar tracking devices and/or Videotape Cameras (June 6, 2017)

L MOU: Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

AGREEMENT

This Agreement is made and entered into this 1st day of July 2024, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the "Union" or "AFSCME".

ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

INCLUDED

Athletic Facilities Technician
Athletic Facilities Worker I
Athletic Facilities Worker II (Female)
Athletic Facilities Worker II (Male)
Auditorium Operations Assistant
Auditorium Operations Technician
Bus Driver
Custodian
Custodian-Athletic Facilities
Driver Instructor
Electronics Technician
Equipment Operator
Equipment Repair Mechanic
Food Service Assistant I
Food Service Assistant II
Food Service Assistant III
Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation
Food Service Equipment Technician
Graphic Arts Technician
Graphic Production Specialist
Grounds Maintenance Worker
Heavy Equipment Operator
HVAC/EMCS Technician
Instrument Repair Technician
Inventory Control Specialist
Irrigation Systems Technician
Maintenance Carpenter
Maintenance Electrician
Maintenance Floor/Plaster Worker
Maintenance Glazier
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Service Worker
Maintenance Welder/Fabricator
Mechanic
Network Technician
Nutrition Services Production Assistant

Nutrition Services Sous Chef
Offset Press Operator
Pool Maintenance Technician
Senior Custodian
Senior Equipment Operator
Senior Warehouse Worker-Central Warehouse
Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician
Technology Service Technician
Technology Services Assistant
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services

EXCLUDED

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

- 1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of "seniority" into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.
- 1.2 It is agreed by the parties that effective on the date of the signing of this re-opener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The District shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of \$1234 per month or \$14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,475.

Example: 1,238 employees are in the HMO. (46%) 1,433 employees are in the PPO. (54%) 46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757. \$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan 9 6 administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Blended Super Composite Rate and Maximum District Contribution: The 2018 maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2018, the blended super-composite rate is \$16,078. The maximum District contribution to the blended super composite rate will be \$16,078. There will be no employee contribution for calendar year 2019.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, Drug Abuse and Psychological Care

Alcohol, drug abuse and psychological care for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **Right to Contact**

AFSCME shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such

request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 COBRA

All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or AFSCME may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2019.

2.7 Insurance Committee

AFSCME may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

AFSCME and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement

plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to March 1, 1980 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 Eligibility

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article. 12 9 Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 IRS Section 125 – Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by AFSCME and the District. Participation by bargaining unit members in the plan shall be voluntary.

2.11 Employee Assistance Programs

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Dues Deduction

Union dues and fees shall be a set amount, or percentage of wages, as designated by the union from time to time. The District agrees the right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

3.1.1 Non-benefited food service positions will come under this provision through attrition.

3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form. Failing to complete an exclusionary form by that date will result in AFSCME membership.

3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.

- 3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.
- 3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.
- 3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.
- 3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.
- 3.7 **Hold Harmless**
- 3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.
- 3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.
- 3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City

School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

4.1 Rights of the Union

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.
- 4.1.2 If a unit member is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the proposed adjustment.

4.2 General Provisions

- 4.2.1 The grievant may have a representative, who is an employee of the District, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.
- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
 - 4.2.3.1 Grievance sustained.
 - 4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:

4.2.4.1 The grievant(s).

4.2.4.2 The grievant's representative (maximum of two (2)).

4.2.4.3 The respondent.

4.2.4.4 The respondent's representative (maximum of two (2)).

4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

4.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the Union. If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.

4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.

- 4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 **Grievance Procedures**

- 4.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.
- 4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within ten (10) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.
- 4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

4.3.4 **Arbitration**

4.3.4.1 Submission to Arbitration

If the Union is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Union's receipt of the Step 3 decision.

4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (7) arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

4.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

4.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respec-

tive parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detracting) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

4.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under Expedited Labor Arbitration rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Union, the District and the grievant.

4.4 **No Reprisals**

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 5: WORKING HOURS

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request, the District shall meet and confer with AFSCME regarding the effects of the reduction in work hours. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

5.1.1 Working Hours

The District shall have the right to adjust the employee's assigned work hours if there is a need to change the regular work schedule or the summer schedule. Written notice of the shift change of a regular work schedule shall be provided to the employee (15) workdays prior to the effective date of the change, except for adjustments to summer schedules. A shorter notice period may be mutually agreed to between the employee and their immediate supervisor.

5.2 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and consult with the AFSCME before making any permanent decisions.

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except with AFSCME's agreement. Any involuntary reduction in work year shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request the District shall meet and confer with AFSCME regarding the effects of the reduction in work year. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 Lunch Periods

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

5.5 Rest Periods

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.6.2 Regular Work Year Extra Hours Work Assignments for Absences

- 5.6.2.1 At the beginning of each school year, food service employees who want to work extra hours during their regular work year must submit the Extra Hours Work Form to the Food Services Department.
- 5.6.2.2 The names of employees who return the form within the two weeks of the start of school will be listed in seniority order to the District-Wide Extra Hours Work List.
- 5.6.2.3 When a food services employee is absent (short term absence of less than two weeks), the position will first be filled at the site level by seniority and rotation order by a regular food services employee assigned to that site. (Note 5.6 pertains to long-term openings)
- 5.6.2.4 After all movement is made at a school site, an employee from the District-Wide Extra Hours List will be called to fill any remaining absence.
- 5.6.2.5 When assigning an employee from the District-Wide Extra Hours List, there will be no switching from site to site by regular employees, unless the regular employee's work schedule does not conflict with the available assignment.
- 5.6.2.6 Providing there are not regular employees available on the District-Wide Extra Hours Work List, a substitute worker will be assigned.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

5.8 Overtime

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.

- 5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.

- 5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.
- 5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

5.9 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

5.10 Compensatory Time Off, Overtime - Right of Refusal

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the relevant classifications at the site with the least overtime worked during the fiscal year."

5.11 Compensatory Overtime

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.

5.12 Assignment of Voluntary Overtime

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies,

the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime for "clean-up" at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation "day" refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of "day custodians" and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24) hours or less advance notice, in which case the declined overtime will not count at all.

5.13 Night Work Differential

(See Article 11: Wages, 11.4)

5.14 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

5.15 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

5.16 **Transportation**

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

ARTICLE 6: TRANSFER PROCEDURES

- 6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.
- 6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.
- 6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.

6.4 **Voluntary Transfer**

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

- 6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.
- 6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.
- 6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.

6.5 Disciplinary Transfer

A disciplinary transfer may be made only for reasonable cause.

6.6 No employee shall be transferred arbitrarily or capriciously.

6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

6.8 Prior to implementing a transfer, the District shall notify the employee and AFSCME so that AFSCME, the employee and the District can discuss the reasons for the proposed transfer. Following the meeting and upon request, the employee and AFSCME shall be provided a written statement of the reasons for the transfer.

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that "reasonably possible" in the previous sentence shall at the very least mean "within thirty calendar days" of the District, or its agents, having been made aware of such information.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.

7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

- 7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.

- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.

- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

- 7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.

- 7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:

- Obtained prior to the person's employment.
- Prepared by identifiable examination committee members.
- Obtained in connection with a promotional examination.

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.

7.2 Non-Employee and/or Guardian Complaints Against Unit Members

- 7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.

- 7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.

- 7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.
- 7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

ARTICLE 8: SAFETY CONDITIONS

- 8.1 The District shall provide employees with safe working conditions.
- 8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.
- 8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.
- 8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary during the school year, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year. Required uniforms should only be worn to and from and during District work.

Commencing with the 2025-2026 school year, in lieu of providing uniforms, permanent employees may opt to receive an equivalent department allowance for suitable work shoes to be worn at work. This allowance will be in the amount equivalent to providing uniforms. The balance of this allowance may be allocated for additional shoes or uniforms.

- 8.5 No employee shall be required to work under conditions dangerous to the employee's safety.
- 8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.

- 8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.
- 8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.
- 9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.
- 9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination by the District.
- 9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees during the term of this Agreement.

ARTICLE 10: MANAGEMENT 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 duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war,

declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2024, the 2023-24 base salary schedule shall remain in full force for fiscal year 2024-25.

11.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2024-2025, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2024-25 school year.

11.3 Night Work Differential

All positions (except for custodians, Section 11.4), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$168 per month higher than the range for daytime employees.

11.4 Custodial Shift Differential

In 1999, all night and day differential amounts were agreed to be added to the base salary for custodians. Nevertheless, effective December 1, 2020, a \$61 per month evening differential shall be paid custodians whose eight (8) hour shift begins at or after 2:00 p.m. for the period of time which exceeds five (5) working days within a pay period. This evening differential will not continue when these custodians work the day shift.

11.5 Refrigerated Area Differential

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$646 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,922 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$3,538 after twenty years (20) of service with Anaheim Union High School District

10% plus \$4,615 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$4,928 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

11.9 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 Replacement of Personal Property

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents.)

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 **Bilingual Pay**

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional \$168 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bilingual pay – whether based on stipend or job title – because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

11.12 Professional Growth Program

11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall compete and submit their approval forms prior to beginning their course of study.

11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;

2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1 District New Employee Orientation 3.0 units

11.12.5.2 District provided Health & Safety Training 3.0 units

11.12.5.3 First Aid/Adult CPR 3.0 units

11.12.5.4 Two Courses from one or both of the following groups: 6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

11.12.11 Credit Calculation

11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle State Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)

3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
4. Northwest Association of Colleges and Schools (NAC)
5. Southern Association of Colleges and Schools (SaCS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
 Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
 Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a “C” or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two (2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AF-SCME Local 3112 shall appoint the unit members of the committee.

11.12.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled work-days to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.13 On Call Rotation, Transportation Department

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be paid a monthly stipend of \$338 for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

- 12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

1 additional day at the start of the 2nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year
6 additional days at the start of the 10th year
7 additional days at the start of the 11th year
7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17th year

- 12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

- 12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accu-

culated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.
2. Sick leave shall be accumulated in hourly units.
3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:
 - a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.
 - b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.
4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to

earn as much in total vacation and sick leave as a twelve month employee.

When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. "Days in paid status" excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1 day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

- 12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.
- 12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a 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, brother, or sister of the employee or any relative living in the immediate household of the employee.
- 12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

ARTICLE 13: LEAVES

13.1 Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law,

brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

13.3 Military Leave

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

13.4 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

13.5 Paid Sick Leave

- 13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.
- 13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.
- 13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.
- 13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.
- 13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.
- 13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage,

childbirth and recovery therefrom, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the employee and the District.

The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent, Human Resources, who shall maintain the confidentiality of such reports.

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

13.6 Industrial Accident and Industrial Illness Leave

- 13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.
- 13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.
- 13.6.3 An employee absent from duty because of illness of injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.
- 13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
- 13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:
 - 13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
 - 13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or sal-

ary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)

13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.

13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

13.7 **Court Appearance**

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

13.8 **Personal Necessity Leave of Absence**

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

Permissible Personal Necessity Use:

13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable

effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

- 13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.
 - 13.8.1.2 Court appearance as a litigant or as a witness under order.
 - 13.8.1.3 Religious observance.
 - 13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
 - 13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.
- 13.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it has reasonable cause to believe a unit member is abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

13.9 Leaves of Absence Without Pay

The Board shall grant an employee a leave of absence without pay for reasonable cause.

13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

13.9.2 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

13.9.3 District Notification

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all

the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth

(25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

ARTICLE 14: UNION RIGHTS

- 14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.
- 14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive

days of released time, the Union will give the District at least one (1) week prior notice.

- 14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.
- 14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged \$1.00 for each District mailout, up to a maximum of \$25.00 per year.
- 14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.
- 14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.
- 14.7 AFSCME stewards and officers shall be allowed a reasonable amount of release time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.
- 14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.
- 14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.
- 14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.

- 14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.
- 14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.
- 14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

ARTICLE 15: TRANSPORTATION

- 15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

- 15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

15.2.1 Layover time between trips will be one (1) hour.

15.2.2 The District will offer extra hours to regular drivers before relief drivers.

- 15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time

and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.

15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:

15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and

15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.

15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.

15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee

of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.

- 15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

<u>Location of Driver at Time of Notification</u>	<u>Hours Paid</u>
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

- 15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.
- 15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10)

items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.

- 15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 **Winter Break, Spring Break and Summertime Work**

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

- 15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

- 15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

- 15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

- 15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.

- 15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.

- 15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.

- 15.11 Mountain trips shall not be charged against equalization hours.

ARTICLE 16: CONTRACTING OUT

- 16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

- 16.2 The contracting out committee shall be reinstituted as in the past.

ARTICLE 17: PROMOTION PROCEDURES

- 17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
- 17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
 - 17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
 - 17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

ARTICLE 18: LAYOFF AND RECALL

18.1 Layoff Determinations

- 18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their “bumping” or displacement rights, as well as their recall or reemployment rights.
- 18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
- 18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.
- 18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use “date of hire” as modified below.
 - 18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.
 - 18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.

- 18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.
- 18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.
- 18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.
- 18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

18.2 Bumping Rights

- 18.2.1 An employee who is to be laid off may exercise displacement or “bumping” rights within his/her classification in order to protect employment provided that:
 - 18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;
 - 18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.
 - 18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.
 - 18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classi-

cations provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.

- 18.2.1.5 An employee may not bump any employee assigned a higher work schedule.
- 18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.
- 18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

18.3 Recall or Reemployment

- 18.3.1 The parties agree that "recall" and "reemployment" have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the District.
- 18.3.2 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered recall or reemployment while their names remain on the recall or reemployment list.

- 18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.
- 18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.
- 18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.
- 18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.
- 18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 20: ENTIRE AGREEMENT

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 21: PUBLICATION OF AGREEMENT

- 21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.
- 21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.


ARTICLE 22: REOPENER

During each of the two fiscal years between July 1, 2025 – June 30, 2027, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations. AFSCME and the District shall each have the option of opening one (1) other article of their own choice during each fiscal year.

ARTICLE 23: DURATION

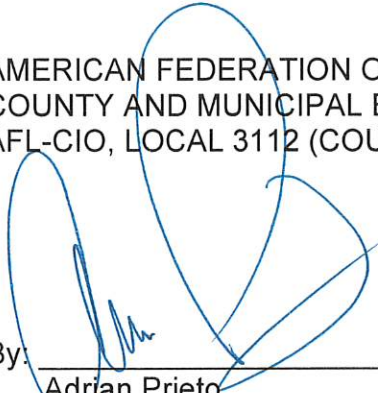
The parties agree to a new three-year Agreement effective July 1, 2024, that shall remain in full force and effect up to and including June 30, 2027, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

By: 

Brad Jackson
Assistant Superintendent,
Human Resources

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)

By: 

Adrian Prieto
AFSCME President
LOCAL 3112 (COUNCIL 36)

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

2024/2025 SALARY SCHEDULE

Effective 7/1/2024 - BOT Approved - 9/11/2025

ATTACHMENT A

Salary Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	3398.00	3535.00	3683.00	3825.00	3975.00	4139.00	4218.00	4304.00	4391.00	4477.00	Monthly
		19.29	20.05	20.93	21.73	22.58	23.54	23.97	24.46	24.93	25.42	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT TRANSPORTATION VAN DRIVER	4125.00	4288.00	4443.00	4629.00	4805.00	5002.00	5078.00	5197.00	5295.00	5383.00	Monthly
		23.43	24.37	25.26	26.30	27.32	28.43	28.83	29.52	30.08	30.62	Hourly
49	AGRICULTURAL SPECIALIST ATHLETIC FACILITIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	4136.00	4303.00	4464.00	4650.00	4839.00	5034.00	5127.00	5236.00	5336.00	5437.00	Monthly
		23.50	24.46	25.36	26.41	27.47	28.62	29.11	29.75	30.33	30.93	Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	4300.00	4467.00	4630.00	4818.00	5005.00	5202.00	5295.00	5403.00	5503.00	5606.00	Monthly
		24.42	25.38	26.32	27.37	28.46	29.56	30.08	30.71	31.24	31.85	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	4341.00	4510.00	4699.00	4881.00	5080.00	5279.00	5380.00	5500.00	5600.00	5722.00	Monthly
		24.66	25.64	26.68	27.74	28.84	30.00	30.61	31.22	31.84	32.50	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING	4372.00	4562.00	4735.00	4910.00	5127.00	5332.00	5436.00	5536.00	5652.00	5769.00	Monthly
		24.83	25.95	26.91	27.91	29.11	30.29	30.92	31.45	32.13	32.79	Hourly
53A		4448.00	4622.00	4815.00	5005.00	5207.00	5411.00	5516.00	5635.00	5741.00	5866.00	Monthly
		25.27	26.28	27.35	28.44	29.57	30.75	31.37	32.00	32.64	33.33	Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN (until 6/30/25) EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER (until 6/30/25) TECHNOLOGY SERVICES ASSISTANT	4562.00	4737.00	4926.00	5124.00	5334.00	5548.00	5652.00	5769.00	5879.00	6000.00	Monthly
		25.95	26.92	28.00	29.09	30.32	31.51	32.13	32.79	33.42	34.10	Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN (eff. 7/1/25) MAINTENANCE SERVICE WORKER (eff. 7/1/25)	4673.00	4855.00	5052.00	5253.00	5468.00	5685.00	5795.00	5912.00	6029.00	6151.00	Monthly
		26.97	28.03	29.15	30.32	31.55	32.81	33.42	34.10	34.76	35.50	Hourly
55	BUS DRIVER FOOD SERVICES PRODUCTION CENTER LEAD HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4786.00	4975.00	5174.00	5380.00	5598.00	5822.00	5934.00	6055.00	6175.00	6302.00	Monthly
		27.23	28.27	29.40	30.61	31.83	33.07	33.72	34.40	35.09	35.82	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2024/2025 SALARY SCHEDULE

Effective 7/1/2024 - BOT Approved - 9/11/2025

ATTACHMENT A

Salary Range		Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
56			4910.00	5099.00	5304.00	5516.00	5738.00	5966.00	6084.00	6209.00	6333.00	6462.00	Monthly
			28.34	29.43	30.61	31.82	33.11	34.41	35.11	35.82	36.53	37.28	Hourly
57		ATHLETIC FACILITIES TECHNICIAN (until 6/30/25) DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT (until 6/30/25) MAINTENANCE GLAZIER (until 6/30/25) MAINTENANCE PAINTER (until 6/30/25) POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN (until 6/30/25)	5033.00	5222.00	5434.00	5649.00	5875.00	6108.00	6237.00	6363.00	6488.00	6617.00	Monthly
			28.62	29.66	30.91	32.12	33.41	34.70	35.43	36.17	36.87	37.63	Hourly
58		ATHLETIC FACILITIES TECHNICIAN (eff. 7/1/25) INTEGRATED PEST MANAGEMENT (eff. 7/1/25) MAINTENANCE GLAZIER (eff. 7/1/25) MAINTENANCE Painter (eff. 7/1/25) TECHNOLOGY SERVICES TECHNICIAN (eff. 7/1/25)	5153.00	5356.00	5570.00	5793.00	6023.00	6264.00	6392.00	6521.00	6649.00	6780.00	Monthly
			29.73	30.91	32.13	33.41	34.75	36.14	36.87	37.63	38.37	39.10	Hourly
59		ASSISTANT MECHANIC ELECTRONICS TECHNICIAN (until 6/30/25) EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER (until 6/30/25) MAINTENANCE FLOOR/PLASTER WORKER (until 6/30/25) MAINTENANCE LOCKSMITH (until 6/30/25) MAINTENANCE PLUMBER (until 6/30/25) OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	5276.00	5488.00	5704.00	5931.00	6171.00	6417.00	6546.00	6679.00	6811.00	6944.00	Monthly
			29.99	31.18	32.41	33.71	35.08	36.46	37.20	37.95	38.72	39.46	Hourly
60		ELECTRONICS TECHNICIAN (eff. 7/1/25) MAINTENANCE CARPENTER (eff. 7/1/25) MAINTENANCE FLOOR/PLASTER WORKER (eff. 7/1/25) MAINTENANCE LOCKSMITH (eff. 7/1/25) MAINTENANCE PLUMBER (eff. 7/1/25) TECHNOLOGY SERVICES TECHNICIAN II (until 6/30/25)	5406.00	5625.00	5845.00	6081.00	6330.00	6576.00	6709.00	6844.00	6981.00	7119.00	Monthly
			31.18	32.45	33.72	35.09	36.51	37.95	38.71	39.48	40.28	41.07	Hourly
61		AUDIO-VISUAL TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC TECHNOLOGY SERVICES TECHNICIAN II (eff. 7/1/25)	5536.00	5760.00	5987.00	6231.00	6485.00	6734.00	6871.00	7009.00	7148.00	7294.00	Monthly
			31.45	32.75	34.01	35.39	36.85	38.27	39.02	39.82	40.63	41.44	Hourly
62A			5673.00	5903.00	6136.00	6387.00	6646.00	6901.00	7042.00	7184.00	7328.00	7477.00	Monthly
			32.25	33.58	34.85	36.27	37.79	39.24	40.01	40.82	41.63	42.48	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2024/2025 SALARY SCHEDULE
 Effective 7/1/2024 - BOT Approved - 9/11/2025

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
62		5769.00	6007.00	6246.00	6496.00	6752.00	7027.00	7173.00	7317.00	7471.00	7615.00	Monthly
		32.79	34.12	35.47	36.92	38.37	39.93	40.76	41.57	42.46	43.28	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	5818.00	6044.00	6287.00	6545.00	6805.00	7072.00	7217.00	7360.00	7508.00	7661.00	Monthly
		33.05	34.37	35.75	37.16	38.64	40.19	41.02	41.82	42.67	43.55	Hourly
64	FOOD SERVICE EQUIPMENT TECHNICIAN (until 3/31/25) HVAC ENERGY MAINT CONT SYS TECH (until 6/30/25)	5966.00	6205.00	6452.00	6710.00	6979.00	7255.00	7402.00	7549.00	7701.00	7853.00	Monthly
		34.41	35.79	37.22	38.71	40.25	41.84	42.70	43.57	44.42	45.31	Hourly
65	FOOD SERVICES EQUIPMENT TECH (eff. 4/1/25)	6111.00	6357.00	6612.00	6875.00	7148.00	7437.00	7585.00	7736.00	7891.00	8050.00	Monthly
		34.70	36.06	37.51	39.05	40.63	42.20	43.06	43.91	44.80	45.72	Hourly
66	HVAC ENERGY MAINT CONT SYS TECH (eff. 7/1/25)	6261.00	6513.00	6774.00	7043.00	7323.00	7619.00	7771.00	7926.00	8084.00	8247.00	Monthly
		36.12	37.57	39.08	40.64	42.25	43.96	44.83	45.72	46.64	47.58	Hourly
67	NETWORK TECHNICIAN	6411.00	6669.00	6931.00	7214.00	7500.00	7799.00	7956.00	8115.00	8273.00	8445.00	Monthly
		36.42	37.89	39.39	41.00	42.62	44.32	45.20	46.12	47.01	47.98	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$646 after ten (10) years of service with AUHSD
- 4% plus \$1922 additional after fifteen (15) years of service with AUHSD
- 7% plus \$3,538 additional after twenty (20) years of service with AUHSD
- 10% plus \$4,615 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$4,928 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

- Bilingual stipend and Nightwork differential: \$168.00
- Custodial Night Shift Differential: \$61
- Transportation Dispatch Stipend: \$338

DISTRICT PROPOSAL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36)

July 18, 2012

This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III – Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.
2. This MOU shall be effective August 1, 2012 and shall be in effect through June 30, 2015.
3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District

For AFSCME, Local 3112

By: _____

Date: _____

By: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Between the

American Federation of State, County and Municipal Employees, Local 3112 (AFSCME)

and the

Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect

AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:

15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through the "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.


As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011

Unless mutually agreed upon, this MOU sunsets June 30, 2011.



Russell Lee-Sung
Assistant Superintendent
Human Resources



Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT
PERTAINING TO BUS DRIVER WORK YEAR**

MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.

- 1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 2016-17, the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.
- 1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.

2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.

3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.

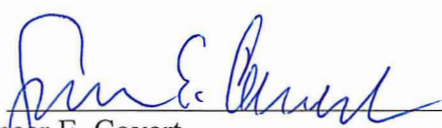
4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.

5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.

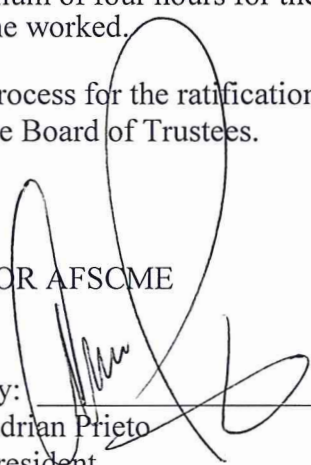
6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016

FOR THE DISTRICT

By: 
Spencer E. Covert
Chief Spokesperson

FOR AFSCME

By: 
Adrian Prieto
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

**American Federation of State County and Municipal Employees, Local 3112
(AFSCME)**

Health and Welfare Plan Changes for 2017 Plan Year

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical Insurance

PPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25


HMO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25


This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
Local 3112, AFSCME

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
American Federation of State, County and Municipal Employees (AFSCME)

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the American Federation of State, County and Municipal Employees (AFSCME) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from \$275 individual/ \$1,100 family to \$325 individual/ \$1300 family
- Increase Rx copay from \$7/\$25/\$50 to \$10/\$30/\$60

EPO Plan

- Increase OV and SP copays from \$20 OV/ \$20 SP to \$25 OV/ \$25 SP
- Increase Rx copay from \$7/\$25/\$50 to \$10/\$30/\$60; AND
- Increase outpatient surgery from 100% to \$150 copay

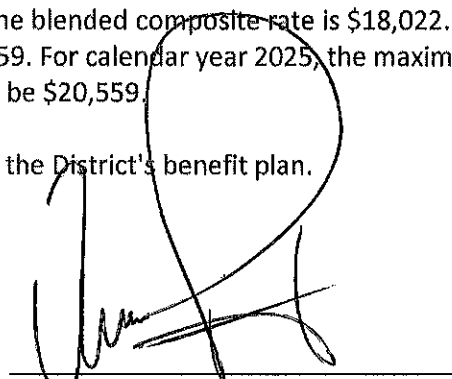
The current maximum District contribution to the blended composite rate is \$18,022. For the calendar year 2025, the blended composite rate is \$20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be \$20,559.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
AFSCME

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the


American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Filling Benefited Vacancies for Food Service I Positions

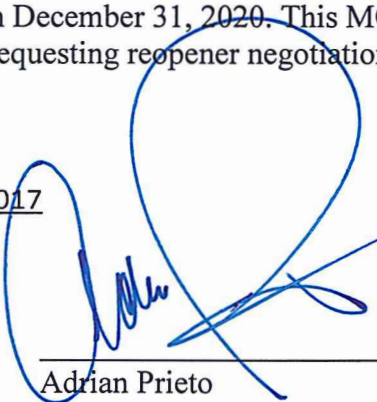
The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2.2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1, 2018, and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reopener negotiations after December 31, 2020.

This MOU is dated: November 28, 2017



Brad Jackson
Assistant Superintendent
Human Resources




Adrian Prieto
President
AFSCME #3112

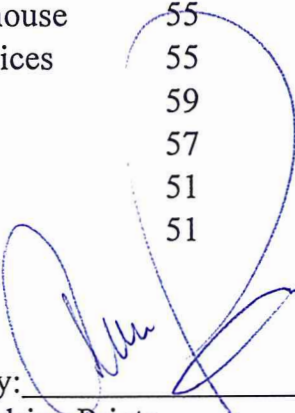
MEMORANDUM OF UNDERSTANDING

September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

<u>Classification</u>	<u>Current Salary Range</u>
Athletic Facilities Technician	57
Auditorium Operations Technician	53
Electronics Technician	59
Equipment Repair Mechanic	55
Food Service Equipment Technician	61
Heavy Equipment Operator	55
Instrument Repair Technician	61
Maintenance Carpenter	59
Maintenance Electrician	61
Maintenance Floor/Plaster Worker	59
Maintenance Glazier	57
Maintenance Painter	57
Maintenance Plumber	59
Maintenance Service Worker	53
Maintenance Welder/Fabricator	61
Mechanic	61
Pool Maintenance Technician	57
Senior Custodian	50
Senior Warehouse Worker – Central Warehouse	55
Senior Warehouse Worker – Nutrition Services	55
Shop Equipment Repair Technician	59
Technology Services Technician	57
Warehouse Worker – Central Services	51
Warehouse Worker – Food Service	51

By: 
 Brad Jackson
 Assistant Superintendent, Human Resources

By: 
 Adrian Prieto
 President, Local 3112

Memorandum of Understanding

Between the

American Federation of State, County, and Municipal Employees, Local 3112

and the

Anaheim Union High School District

June 6, 2017

GPS/Zonar tracking devices and/or Videotape Cameras

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

2. The parties agree that the GPS/Zonar device may be used to confirm time. This

provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (District)

and the

American Federation of State, County, and Municipal Employees, Local 3112 (AFSCME)

Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 6 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

- This pilot program will begin in the month following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related duties that will be assigned between the hours of 5:30 a.m. and 5:00 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
- During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
- During the pilot period, no grievance shall be filed related to Article 15.
- During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This MOU is dated September 10, 2019.

FOR THE DISTRICT

By: 

Brad Jackson

Assistant Superintendent, Human Resources

FOR AFSCME

By: 

Adrian Prieto

President, Local 3112