

**CONTRACTUAL AGREEMENT**  
**BETWEEN THE**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**



**AND THE**

**PUBLIC EMPLOYEES UNION, LOCAL 1**



**RICHMOND, CALIFORNIA**  
**EFFECTIVE July 1, 2008 - June 30, 2012**

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## **ARTICLE 1 AGREEMENT**

**Section 1.** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the West Contra Costa Unified School District ("Board" or "District" or "Employer") and Public Employees Union, Local No. 1, an employee organization.

**Section 2.** This Agreement is entered into pursuant to Chapter 10.7, Division 4, of Title 1 of the Government Code ("Act").

**Section 3.** This Agreement shall remain in full force and effect from July 1, 2008 through June 30, 2012. After July 1, 2010, the parties agree that each party may open one article, and any mutually agreeable articles, for each of the last two years of the contract. The parties agree that for any agreement reached as a result of reopeners during the 2010-2011 and 2011-2012 years, will be limited in duration to the term of this agreement.

## **ARTICLE 2 UNION RECOGNITION**

West Contra Costa Unified School District (hereinafter referred to as the employer) recognizes the Public Employees' Union, Local No. 1 (hereinafter referred to as Local No. 1) as the sole and exclusive bargaining agent for all employees in classifications assigned to the negotiation unit consisting of the following sub-units:

1. General Services, Maintenance and Operations Unit.
2. Paraprofessional Unit.
3. West Contra Costa Schools Police Unit.
4. Office and Technical Services Unit.

Temporary and Substitute Employees - refer to Supplement 5.

## **ARTICLE 3 DEFINITIONS**

**Section 1.** "Allocation" is the assignment of a single position to its proper class in accordance with the duties performed and the authority and responsibility exercised.

**Section 2.** "Anniversary Date" is the date on which the employee started work.

**Section 3.** "Bumping Right" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.

**Section 4.** "Class" is a group of positions sufficiently similar in duties and responsibilities that:

1. The same descriptive title properly may be used to designate each position allocated to the class.

2. The same basic minimum qualifications may be required of all incumbents.
3. The same selection devices may be used to screen qualified employees.
4. The same salary rate or range can apply with equity under substantially the same working conditions.

**Section 5.** "Class Description" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

**Section 7.** "Demotion" is the movement of an employee from one class to another class which has a lower maximum salary rate and which has less difficult duties and responsibilities.

**Section 8.** "Fiscal Year and School Year" is July 1 through June 30.

**Section 9.** "Health and Welfare Benefits" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug and dental.

**Section 10.** "Incumbent" is an employee assigned to a position and who is currently serving in or on an authorized leave from the position.

**Section 11.** "Industrial Accident or Illness" is an injury or illness arising out of or in the course of employment with the District.

**Section 12.** "Involuntary Demotion" is a demotion without the employee's voluntary written consent.

**Section 13.** "Leave Policies" mean any policy concerning any form of employee leave including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, and holidays.

**Section 14.** "Minimum Qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.

**Section 15.** "Notice" whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent or written notice or first-class mail notice to the Office of the Superintendent; and notice to Local No. 1 shall be written notice personally delivered to, or first-class mail notice direct to 3065 Richmond Parkway, Suite 101, Richmond, California 94806.

**Section 16.** "Permanent Employee" is an employee who has successfully completed his/her probationary period.

**Section 17.** "Probationary Employee" is an employee who has not yet completed his/her work test period of six (6) months' duration.



**Section 18.** "Promotion" is the movement of an employee from one class to another class which has a higher maximum rate of pay.

**Section 19.** "Reallocation" is movement of an entire class from one (1) salary range or rate to another salary range or rate.

**Section 20.** "Reassignment" is defined as any change of work station or work location within a work site and/or any addition to, deletion of, or change in assigned duties, hours or working conditions.

**Section 21.** "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

**Section 22.** "Restricted Position" is a specially-funded position restricted to the employment of persons in low-income groups, from designated impoverished areas and other criteria which restricts the privilege of all citizens to compete for employment. After six (6) months of service, a restricted employee shall be granted regular status.

**Section 23.** "Salary Increment Date" is the date which determines when the employee advances to the next higher salary step in his/her salary range.

**Section 24.** "Salary Rate" is a specific amount of money paid for a specific period of service.

**Section 25.** "Salary Schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.

**Section 26.** "Salary Step" is one of the salary levels within the range of rates for a class.

**Section 27.** "Seniority in Class" shall be defined as date of hire in that class.

**Section 28.** "Short-Term Employee" is a person hired for a specific temporary project of limited duration and paid for less than sixty (60) percent - 156 days - of a school year.

**Section 29.** "Substitute Employee" is an employee occupying a permanent position during the absence of the incumbent and paid for less than seventy-five (75) percent of a school year.

**Section 30.** "Termination" is the separation of an employee from the service of the District.

**Section 31.** "Transfer" is the movement of an employee from one position to another in the same class but in a different department or school.

**Section 32.** "Voluntary Demotion" is a demotion agreed to in writing by the employee and the District.

## **ARTICLE 4 NEGOTIATION PROCEDURES**

**Section 1.** General: The District will negotiate with Local No. 1 only on those matters defined in Section 3543.2 of Article 4, Chapter 10.7, Division 4, Title 1 of the Government Code as being within the scope of representation. The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, reassignment, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, 3548.8. Negotiated items shall not be renegotiated during the term of an Agreement. The final decision in all matters under negotiation shall rest with the Board of Education, as specified in Section 3549 of the Act.

**Section 2.** Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments, and cause the public notice provisions of law to be fulfilled.

**Section 3.** Commencement of Negotiations: Within ten (10) days of satisfaction of the public notice requirement, and not later than thirty (30) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating an Agreement.

**Section 4.** Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to the expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board. Once the impasse procedures have been invoked, the current Agreement shall remain in full force and effect until the conclusion of the impasse process.

**Section 5.** Release Time for Negotiations: Local No. 1 shall have the right to designate twelve (12) employees, who shall be given reasonable release time, to participate in negotiations. Substitutes shall be provided by the District when necessary.

**Section 6.** Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

**Section 7.** Statutory Changes:

1. Mandated modifications, revisions, additions or deletions of contract provisions herein which are brought about by the amendment, addition or deletion of statutory guarantees now provided in California or federal law shall be reflected in this Agreement.
2. Such shall obligate the parties within twenty (20) days of the effective date of the change to negotiate concerning such provisions within this Agreement.

**Section 8.** Savings Clause:

1. If any provisions of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
2. This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not except as noted above, for the term of this Agreement.

**ARTICLE 5  
PERSONNEL FILES**

**Section 1.** Access to Personnel Files--Education Code Section 44031: Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved. Such material is not to include ratings, reports, or records which:

1. were obtained prior to the employment of the person involved;
2. were prepared by identifiable examination board members;
3. were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials on request, provided that the request is made at a time when such person is not actually required to render services to the District. Information of a derogatory nature, except material mentioned in Section 1.2, above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.

**Section 2.** Maintenance of Files: The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file. Further, no adverse action shall be based upon materials which are contained in the personnel file unless the materials had been placed in the file at the time of the incident giving rise to such materials.

**Section 3.** Examination of Files: An employee or his/her Local No. 1 representative shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records

which were obtained prior to the employment of the employee involved.

**Section 4.** All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The date of inspection along with the signature of the person(s) inspecting shall be entered in the file.

**Section 5.** All derogatory material placed in an employee's file shall be signed and dated by the draft or and the employee on the day on which it was reviewed. Any written materials placed in a personnel file shall indicate the date received in the District Personnel Office.

**Section 6.** All derogatory materials other than employee evaluations shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years.

**Section 7.** In no case shall unsubstantiated derogatory material be placed in the personnel file.

## **ARTICLE 6 UNION RIGHTS**

**Section 1.** Local No. 1 and its members shall have the right to make use of school buildings and facilities at all reasonable hours. Additional costs beyond normal operating expenses shall be borne by Local No. 1.

**Section 2.** Local No. 1 shall have reasonable access to the school mail system, subject to reasonable regulation, in order to facilitate the conduct of its business. Local No. 1 may use employee mailboxes for communication to classified employees.

**Section 3.** Local No. 1 shall have the right to post notices of activities and matters of Local No. 1 concern on Local No. 1 bulletin board space, an adequate amount of which shall be provided in each school building in areas frequented by classified employees.

**Section 4.** Local No. 1 shall have the right of access at reasonable times to areas in which employees work.

**Section 5.** The Board shall grant a paid leave to the President of Local No. 1 during his/her term in office according to a schedule submitted by the President prior to the beginning of each school year. Local No. 1 shall reimburse the District for all costs.

**Section 6.** Names, addresses, and telephone numbers of all employees in the General Services, Maintenance and Operations Unit, the Paraprofessional Unit, West Contra Costa Unified Schools Police Department, and the Office/Technical Unit shall be provided without cost to Local No. 1. The District will provide electronically, quarterly reports of membership lists that exclude retirees and non-supervisory classified personnel no longer working for the District.

**Section 7.** Seniority Roster: The employer shall maintain and make available an updated seniority roster indicating employees' class seniority and hire date seniority.

**Section 8.** All employees represented by Local No. 1 shall be included in the West Contra Costa

Unified School District Directory and shall receive a copy of the Directory each year commencing with 1984-85.

**Section 9.** The District shall make available to the Union notification of all additions and/or terminations of classified personnel immediately following an executive session of the Board of Education.

## **ARTICLE 7 MAINTENANCE OF BENEFITS**

Unless otherwise provided in this Agreement, the employer shall not unilaterally reduce or eliminate any employee benefit which is subject to the scope of provisions of this Agreement.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section 1.** General: It is the policy of the District and Local No. 1 to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential problems, and to establish channels of communication.

The grievant may elect in writing to represent himself/herself rather than have Local No. 1 provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, Local No. 1 shall be relieved of any further obligation of representation and shall be relieved of any obligation to share in any further expense of the grievance procedure including the costs of arbitration.

**Section 2.** Definition: A grievance is a claim by one or more of the members of the unit of Local No. 1 that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the unit or Local No. 1. A grievance must be submitted within sixty (60) work days of when the employee knew or should have known of the violation or misapplication of the Agreement.

**Section 3.** Procedure:

1. Step One: An aggrieved employee may present directly or through his/her Shop Steward, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. (If circumstances indicate such, the grievance may be submitted in writing and must be responded to in writing within three (3) working days.) If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.
2. Step Two: If the grievance is not settled at Step One, within five (5) working days following the meeting or the written response, the aggrieved employee or his/her representative may submit the grievance in writing to the employee's Department Head. Upon receipt of a written grievance presented in accordance with this procedure, the Department Head shall meet with the aggrieved employee and his/her representative within five (5) working days. The Department Head may have such additional persons present as he/she deems necessary. If the grievance is not settled within three (3) working days thereafter, the written grievance may be referred to the employee's Division Head along with the Department Head's written

response and a copy to the aggrieved employee.

3. Step Three: Upon receipt of a written grievance presented in accordance with this procedure, the Division Head shall arrange a meeting with the aggrieved employee, the employee's representative, and other personnel deemed necessary within five (5) working days. If the grievance is not settled, written response will be provided within five (5) working days following such meeting. The aggrieved employee or his/her representative may appeal to Step Four.
4. Step Four: If the grievance is not resolved at Step Three, the employee or his/her representative may pursue it further by submitting it to the Superintendent of Schools, in writing, within ten (10) working days. The Superintendent, if not out of the District, shall render a decision, in writing within ten (10) working days. Should the Superintendent be out of the District, the ten (10) day period shall commence on the first day of the Superintendent's return.
5. Step Five: If the grievance has not been resolved at Step Four, the employee or his/her representative may submit the grievance, in writing, within ten (10) working days, to the Governing Board, through the Superintendent of Schools, requesting a hearing for further consideration. Local No. 1 may elect to waive Step Five and proceed to Step Six.
6. Step Six: Arbitration
  - a. If the aggrieved is not satisfied with the decision of Step Five the grievant may request Local No. 1 to appeal the decision to an arbitrator.
  - b. If Local No. 1 decides to appeal the grievance, notification of such must be sent to the Superintendent within ten (10) days.
  - c. The Local No. 1 representative and the Superintendent or designee shall meet within five (5) days to select an arbitrator.
  - d. If agreement is not reached within five (5) days, either party may request the State Conciliation Service to submit a list of five (5) arbitrators qualified to hear the dispute. The parties shall select one (1) individual from the list supplied by the alternate strike method. The parties agree to immediately notify the arbitrator to schedule a hearing.
7. Arbitration Hearing
  - a. The arbitrator shall convene a hearing as soon as possible, no later than twenty (20) days after his/her selection, to consider evidence and arguments.
  - b. The conduct of the hearing shall be at the discretion of the arbitrator who shall be guided by commonly-accepted rules of procedure for holding arbitration hearings.
  - c. The arbitrator shall forward his/her decision to both parties not later than ten (10) days after the hearing is concluded.

- d. The award of the arbitrator shall be binding on both parties.
- e. Local No. 1 and the District shall share the cost of the arbitrator equally. All other costs shall be paid by the party incurring them.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

**Section 4.** Miscellaneous Provisions:

- 1. No employee shall at any stage of the grievance procedure be required to meet with any administrator without organizational representation, nor shall any administrator or supervisor be required to meet with the employee without benefit of counsel or representation.
- 2. If the grievance arises from the action of authority higher than the Division Head, Department Head, or Principal of a school, Local No. 1 may present such a grievance at the appropriate step of the grievance procedure.
- 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted, had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 4. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
- 5. Group Grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at the appropriate step of the grievance procedure.
- 6. Policy Grievance: A policy grievance is any alleged violation of the written policies, rules or regulations of the Board of Education, or any alleged violation of standard District practice. A policy grievance may be submitted by Local No. 1 at the appropriate step, generally Step Four. However, in a policy grievance the decision of the Board of Education at Step Five is final on all parties. It is the intention of Local No. 1 not to utilize this policy grievance as a means to expand the scope of representation as defined in the Act.
- 7. Employee-Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of Local No. 1 as long as the adjustment is not inconsistent with the terms of this Agreement. Local No. 1 shall be provided copies of any grievance filed by employees directly and any responses by the District. Prior to any resolution of any grievance, Local No. 1 shall be provided with a copy of the proposed resolution for review. Local No. 1 shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this agreement shall be subject to the grievance procedure.

8. Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant or Local No. 1. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.
9. Grievance Processing During Regular Working Hours: The grievant and the Local No. 1 Shop Steward shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
10. Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the Local No. 1 Shop Steward, and those management, supervisory, and confidential employees directly involved in the grievance procedure.
11. Hierarchy: The supervisory administrative hierarchy described in the evaluation process shall be the same hierarchy for employees in General Services, Maintenance and Operations Unit.

## **ARTICLE 9 UNION MEMBERSHIP CHECKOFF AND DUES DEDUCTION**

**Section 1.** Local No. 1 shall have the sole and exclusive right to have membership dues, initiation, and/or assessment fees voted by its membership deducted for employees in the bargaining unit by the employer. The employer shall, upon appropriate written authorization from any employee in the bargaining unit, deduct and make appropriate remittances for insurance premiums, credit union payments, savings bonds or other plans or programs jointly approved by

Local No. 1 and the employer. The employer shall initiate payment to the designated payee within ten (10) days of the deduction of all sums so deducted.

**Section 2.** Maintenance of Membership: Employees who are members of Local No. 1 and have authorized, or who may authorize in the future, deductions of their Local No. 1 dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.

**Section 3.** Agency Shop: Employees who are not members of Local No. 1 shall have a service fee, equivalent to dues, deducted from their salary commencing with the paycheck for the first full calendar month following the approval of this Agreement by the District. Such deduction shall continue, as a condition of employment, for the duration of this Agreement.

**Section 4.** Remittance of Dues: The amounts deducted pursuant to Sections 1, 2, and 3, above, shall be remitted promptly to Local No. 1 with an alphabetical list of the employees from whom deducted.

**Section 5.** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Local No. 1 as a condition of employment; except that



such employee shall pay in lieu of a service fee sums equal to such service fee to one of the following non-religious, non-labor organizations and charitable funds exempt from taxation under Section 501(c)(3) of Table 26 of the Internal Revenue Code:

1. American Red Cross
2. American Heart Association
3. United Way

**Section 6.** Indemnification: It is specifically agreed that the District assumes no obligations or liability, financial or otherwise, pursuant to payroll deductions other than those specified in this article. Local No. 1 agrees that it will reimburse the District for any cost and indemnify and hold the District harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the District pursuant to this Article.

## **ARTICLE 10 WORKING HOURS, REST PERIODS, LUNCH TIME, ABSENCE FROM DUTY, CALL-IN TIME**

**Section 1.** Working Hours: General Services, Maintenance, and Operations Unit--refer to Supplement 1.

Paraprofessional Unit--refer to Supplement 2.

West Contra Costa Schools Police Department--refer to Supplement 3.

Office and Technical Services Unit--refer to Supplement 4.

**Section 2.** Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period, at the rate of fifteen (15) minutes per three and three-quarters (3-3/4) hours worked or major fraction thereof. Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

**Section 3.** Lunch Time: All classified employees shall have uninterrupted lunch time. The actual time assigned shall be according to the schedule for their particular department and for the convenience of the District but to the extent possible around the usual lunch time of a shift. The length of time for such lunch period shall be for not less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each workshift. An employee required to work during his/her lunch period shall receive either compensatory time off or pay at the rate of time and one-half (1-1/2) for all time worked during the normal lunch period. (Exception: Head Custodian 1, Castro--refer to Supplement 1.) (Exception: West Contra Costa Schools Police Department--refer to Supplement 3.)

1. Office & Technical Service Unit--refer to Supplement 4.

**Section 4.** Absence from Duty: Classified employees are not to be absent from duty, except as otherwise provided, without permission of an Assistant Superintendent, Principal, or Department Head. All absences must be reported by the Department Head on proper forms and forwarded to

the Payroll Office.

1. Paraprofessional Unit--refer to Supplement 2.

**Section 5.** Call-In Time: Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours of pay at the appropriate rate of pay under this Agreement. Right of Refusal: Any employee shall have the right to reject any offer or request for call-in time.

**Section 6.** Split Shift Differential: Employees working a split shift shall receive twenty-one (\$21.00) dollars per month additional compensation.

**Section 7.** Night Shift Differential: West Contra Costa Schools Police Department--refer to Supplement 3.

**Section 8.** Monthly Meetings: West Contra Costa Schools Police Department--refer to Supplement 3.

**Section 9.** Extra Hours, Substitute Work: Employees in the bargaining unit represented by Local No. 1 shall be offered first opportunity to work extra hours, or perform substitute work for which they are qualified and available under the following conditions:

1. If the anticipated absence is thirty (30) calendar days or more,
2. restricted to the same work site,
3. restricted to positions that increased in work hours,
4. most eligible senior person is given the opportunity,
5. limited to positions of four (4) hours/day or more,
6. work is in same classification.

**Section 10.** Paraprofessional Unit--refer to Supplement 2.

## **ARTICLE 11 LEAVES OF ABSENCE**

**Section 1.** Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) working days. The "immediate family" is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, great-grandparent, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee. "Immediate household" means where the employee lives and customarily spends the night. Up to seven (7) working days absence is allowed if out-of-state travel or travel in excess of four-hundred (400) miles one (1) way is required on account of the death of any members of the immediate family.

**Section 2.** Health Leave: A health leave may be granted a classified employee who has completed one (1) full year of service with the District. When the employee is able to return to work, the employee shall submit a written statement from a licensed physician verifying that the

employee is able to do his/her regular work. This statement must be submitted to the Personnel Office at least two (2) weeks prior to termination of leave. A person on health leave will be returned to his/her position provided the length of absence does not exceed one (1) year. If, at the conclusion of health leave, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

**Section 3.** Holidays: All classified employees shall be allowed holidays as set forth in the California Education Code and in the approved calendar for the school year. In no case shall an employee have fewer than sixteen (16) paid holidays. These include:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
Washington's Birthday  
Spring Vacation Day  
Memorial Day

Placement of President's Day and three (3) Floating Holidays shall be negotiated with Local No. 1 and such other holidays as may be declared by the Governing Board, the President, or the Governor. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. Regular employees of the District who are not normally assigned to duty during the school holidays of December 24, December 25, and January 1 shall be paid for these three (3) holidays provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

Reduced Workyear: The work year for each classification within the bargaining unit (12 month employees) shall be reduced by six work days, with a corresponding reduction of salary equivalent to those six days. The work year for each classification within the bargaining unit (less than 12 month employees) shall be reduced by five work days, with a corresponding reduction of salary equivalent to those five days. The unpaid work days will be as follows: Three days during the February Break, Classified Training Day, the workday preceding December 24<sup>th</sup> (12 month employees only) and the workday preceding New Years Day.

The reduced workyear will remain in effect for the 2009-2010, 2010-2011 and 2011-2012 school years. Beginning in 2012-2013, the unpaid/non-work days set forth above shall be restored and those days previously identified as holidays will be restored as holidays and those days previously identified as work days will be restored as workdays.

**Section 4.** Jury Duty or Witness Leave: All classified employees subpoenaed to appear as jurors or as witnesses in cases other than those of a personal nature, shall be allowed full salaries less juror fees received in excess of expenses. In such cases where the fees exceed the salary that would have been earned by the employee, the employee shall turn the fees check into the Payroll Office.

**Section 5.** Maternity and Child Care Leave:

1. Maternity Leave: The length of absence due to pregnancy, miscarriage, childbirth, and recovery therefrom, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and employee's physician. The physician's signature verifying commencement and cessation of disability will be required on a District form.

The employee shall have the right to utilize sick leave and difference pay benefit for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

District-approved health plan benefits shall continue only through the period of paid status.

2. Child Care Leave: Upon request, the Board shall provide a male or female classified employee who is a natural or adopting parent an unpaid leave of absence without fringe benefits for the purpose of rearing his/her infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. A classified employee shall notify the Board that he/she intends to take such leaves at least four (4) weeks prior to the anticipated date on which the leave is to commence.
3. Paternity Leave: One (1) day with pay.
4. Adoption: Any adoptive parent shall be entitled to one (1) day's leave with pay and in addition, may utilize personal necessity leave upon request.
5. A parent shall not have to be married in order to qualify for the benefits provided in this section.
6. The District shall not discriminate against an employee because of pregnancy.

**Section 6.** Military Leave (Military and Veterans' Code 389-395): In all matters of military leave, the Military and Veterans' Code will be followed.

**Section 7.** Personal Leave: After becoming a permanent employee, an employee who finds it necessary to secure an extended period of time off for personal reasons without pay must apply to the Executive Director, Personnel, on the form prepared for that purpose. If the employee secures approval of the Executive Director, Personnel, such time off can be arranged. The employee's return to work shall be to the same classification and to the same position he/she held when the employee requested the time off unless otherwise previously agreed in writing.

A classified employee may absent himself/herself from duty on personal reasons not to exceed five (5) days in any school year without seeking authorization, but the employee shall notify his/her Department Head or Supervisor at least twenty-four (24) hours in advance or at the end of the previous workday of such absence unless an emergency can be established. Absence for personal reasons shall be taken by the employee at full salary deduction. Personal Leave may be taken only for urgent personal reasons, and may not be taken for vacation purposes or for employment elsewhere. It may be used for court cases, extra bereavement leaves and personal business.

**Section 8.** Personal Necessity Leave: Absence for personal necessity is defined as "absence which through pressure of circumstances is logically urgent or unavoidable." Written substantiating evidence in the form of court summons, court clerk's certificate, doctor's certificate, or employee's affidavit must be submitted to the Executive Director, Personnel, in all cases of personal necessity leave. Such absence, unless properly substantiated, will result in full salary deduction. Except as noted below, the employee shall notify his/her Principal or Supervisor in advance of the absence. A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the employee, at his/her election, in cases of personal necessity. In the event an employee is without accumulated sick leave, the District shall deduct from the employee's salary the cost of providing a substitute. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

1. Death or serious illness of a member of his/her immediate family.
2. Accident involving the employee's person or property or the person or property of his/her immediate family.
3. In certain emergencies, when it is not possible to complete the appropriate leave request in advance, a form must be completed upon return to duty verifying the cause of absence.

**Section 9.** Sick Leave: Absence due to personal illness, excluding pregnancy, shall be allowed up to fifteen (15) working days per fiscal year, July 1 through June 30, and shall be accumulative from year to year without limitation. Absence of less than one (1) full day shall be charged to the nearest quarter hour of absence. Personal illness of more than five (5) consecutive working days duration shall be verified by a statement from a licensed physician, advising that the person is physically able to do his/her regular work. The physician's statement shall verify the illness from the first day of absence to the date of return to work. In cases of excessive absence or when abuse of sick leave is evident, following previous counsel with the employee, the school administration may request in writing that the employee furnish a physician's statement to verify any future absence of less than five (5) working days.

When all available paid leaves are exhausted, the employee is placed on "Difference Leave." An employee on "Difference Leave" is paid the difference between his/her salary and that paid his/her substitute. This is paid for a maximum period of five (5) months. The five (5) month period is calculated from the first days of sick leave. When difference leave is exhausted, the employee with three (3) years of service shall be allowed health leave; an employee with less than three (3) years of service is placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months, if the employee is able to assume the duties of his/her position, the employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except those laid-off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

During the first six (6) months of employment, one and one-quarter (1-1/4) days of paid sick leave per calendar month shall be granted as earned at the end of each month. Employees who work less than full-time or less than a twelve (12) month calendar year, shall be credited with sick leave on a pro-rata basis at the rate of one and one-quarter (1-1/4) days per month.

Isolation and Quarantine: No salary or sick leave deduction is made for absence due to contagious disease from which isolation or quarantine is usually mandated, and which may be presumed to have been contracted during the performance of school duties with other persons having the contagious disease, for the normal period of isolation or quarantine.

1. State Disability Insurance: Eligible employees who are enrolled in the California State Disability Insurance Program shall be entitled to integrate SDI benefits with their accrued sick leave at the employee's option. The sick leave used shall be computed on a weekly basis and shall be equal to the number of hours necessary to compensate for regular wages less SDI benefits.

Disability checks received from SDI must be endorsed by the employee to the District while he/she is receiving pay. Normal authorized deductions, including retirement contributions, will be deducted from the warrant in accordance with the law.

SDI regulations shall apply to the integration program. In accordance with state law, no employee shall be required to use vacation in conjunction with receiving SDI benefits. Employees must notify the District of their desire to integrate their sick leave with SDI benefits. SDI forms shall be made available by the District at each work location.

2. Sick Leave Incentive: Those employees who utilize four days or less sick leave during the fiscal year, July 1 to June 30, shall receive an allocation of one (1) vacation day accrual.

### **Section 10.** Catastrophic Sick Leave

An employee, or eligible dependent as defined below, who is suffering from a catastrophic illness or injury the employee may request donations of accrued sick leave credits under the District's Catastrophic Leave program, as detailed below.

1. Definitions:
  - (a) "Catastrophic illness" or "catastrophic injury" means an acute illness or injury that is expected to incapacitate the employee, or eligible dependents, as defined under the District's medical leave plan, in excess of 30 days. The extended time off must create a financial hardship for the employee because he or she has exhausted all of his or her fully paid leave including any compensatory time.
  - (b) "Catastrophic leave credit" means sick leave donated to one employee from another employee's accrued sick leave.
2. Catastrophic leave credit may be donated to an employee for a catastrophic illness or catastrophic injury if all of the following requirements are met:
  - (a) The employee requesting the donation must have been a regular (probationary-

permanent) employee of the District for at least three years.

- (b) Employees who are less than full-time may donate or use catastrophic sick leave on a pro rata basis.
- (c) The employee requesting the donation must request in writing that catastrophic leave credit be donated.
- (d) The person requesting the donation must provide written verification from his/her licensed physician of a catastrophic illness or catastrophic injury, indicating the incapacitating nature and probable duration of the illness or injury.
- (e) The employee requesting donation of sick leave must have exhausted all accrued fully paid sick leave credits as well as any other fully paid leave.
- (f) Catastrophic illness leave does not apply to absences that qualify for Workers' Compensation benefits.

3. Procedure:

- (a) An eligible employee who wishes to receive catastrophic illness benefits must submit a request in writing to the Human Resources Division, asking that sick leave donations be solicited on her/his behalf.
- (b) Donations will be solicited by an announcement by the District on behalf of the individual who meets the requirements for this benefit. A list of eligible donors, who request to contribute sick leave to the eligible employee will be established by Human Resources.
- (c) Once a commitment to donate sick leave has been made by an employee, that commitment cannot be revoked. Eligible sick leave credits which are not used in full by the recipient shall be returned to the donors in the reverse order they were received.
- (d) The minimum amount an employee may donate is one day of sick leave per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving employee. The maximum contribution by any employee shall be 10 days.
- (e) In order to contribute, employees must be able to maintain a minimum of fifteen (15) accumulated sick days.
- (f) Donated catastrophic leave credits may be used by the recipient for no longer than 50 work days.
- (g) Donated leave credit shall be used in the order donations are received.
- (h) Catastrophic leave shall not be considered available leave for the purposes of qualifying for PERS-STRS disability.
- (i) All donations are to remain confidential from other employees and the recipient.

- (j) For those employees eligible for sick leave “bonus” for not using any sick leave during the year, the donation of catastrophic sick leave shall not affect their eligibility for such bonus.
4. Catastrophic leave may be suspended by Board action if the leave usage and fiscal impact is determined by the Board to be excessive.

**Section 11.** Vacation Leave: Vacations for the most part are to be taken during winter, spring, or summer vacations. For custodial vacations, refer to number 2 below. Vacation requests shall be received at least thirty (30) workdays before the vacation is to begin. Employees shall be notified of administrative approval or disapproval within ten (10) workdays from the date of submission of the request. Vacations of five (5) consecutive days or less may be arranged by mutual consent of the employee and the department head. The District shall not unreasonably deny any employee's request for vacation leave. If there is conflict with the request of the employees for vacation leave, the District shall grant the requested vacation to the most senior employee in each classification at the work site. Children's Center group aides shall not be granted simultaneous vacation periods if each center group aid staff is to be reduced by more than sixty (60) percent.

Regular classified employees shall be entitled to vacation with pay as follows:

1. For the first thirty-six (36) complete months of service, 5/6 of a day per month (2 weeks annually).
2. Beginning with the thirty-seventh (37th) month through the tenth (10th) year, 1-1/4 days per month (3 weeks annually).
3. Beginning with the eleventh (11th) year on, 1-2/3 days per month (4 weeks annually).

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. Vacation days may be accumulated to a maximum of double the annual entitlement consistent with the substantiated work needs of the District and the approval of the Department Head. A maximum of forty (40) days vacation may be taken in one (1) year. Exceptions must have the approval of the Division Assistant Superintendent. Ten (10) month employees, except as indicated above are required to take their vacation during the Christmas vacation and Easter vacation. Upon separation from the service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. A classified employee who becomes ill or suffers an accident during his/her vacation and who can support this fact through a physician's statement, can charge such illness or accident to sick leave time and have his/her vacation extended to a later period.

#### **1. Office and Technical Services Unit:**

Vacations for the most part are to be taken during Christmas, Easter or summer vacations and scheduled so as not to disrupt completing the work of the District. The District shall grant the requested vacation to the most senior employee in each classification at the worksite if there is conflict with the request of the employees for vacation leave in light of the needs of the District. Seniority shall be based on date of hire. The District shall take under consideration any employee's request for vacation leave other than during Christmas, Easter or summer



vacations (when school is not in session) according to the special considerations and reason for the employee making such a request as to why such employee wishes the District to make an exception for them in regard to when vacation leave should be granted. Request for vacation must be approved in advance. Vacation requests shall not be unreasonably denied. Once an employee's vacation is approved, it shall not be canceled except by agreement of the employee unless the District can demonstrate an emergency need. Vacation days may be accumulated to a maximum of double the annual entitlement with the approval of the Department Head. A maximum of forty (40) days vacation may be taken in one (1) year. Exceptions must have the approval of the Division Assistant Superintendent. Ten (10) month employees are required to take their vacation during Christmas vacation and Easter vacation. Upon separation from the service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. A classified employee who becomes ill or suffers an accident during his/her vacation and who can support this fact through a physician's statement, can charge such illness or accident to sick leave time and have his/her vacation extended to a later period.

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

**Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If, because of emergency needs, a bargaining unit employee is denied an approved scheduled vacation, he/she shall be compensated at the rate of double time and one-half (2-1/2) for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.

If because of emergency needs, a bargaining unit employee is not permitted to take all or any part of his/her approved scheduled vacation, the amount not taken shall, at the option of the employee, be rescheduled or accumulated for use in the following year.

**Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

**Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplied notice and supporting information regarding the basis of the interruption or termination.

There shall be no break in service for an employee on a paid or unpaid leave of absence.

## **2. Custodial Vacations:**

**Vacation Leave.** All custodial requests for vacation during this period shall be granted provided that:

- (a) Vacation leave request shall be received at least 30 working days in advance of the time vacation is taken.
- (b) At sites with only two custodians, only one may be on vacation at a time except with administrative approval.

- (c) When only one custodian is on site, all District safety protocols shall be followed, especially those requiring more than one staff person to perform specific tasks. Examples are running the scrub machine and wet vacuum, and high dusting.
- (d) Principals and custodians will develop a vacation schedule as follows:
  - o By October for vacations during the winter break.
  - o By January for vacations during the spring break.
  - o By March for vacations during the summer break.
- (e) At times, when principals meet with custodial staff regarding scheduling vacations, site usage and activity impact information that is available will be discussed.
- (f) If the parties cannot agree, appeals may be made to the Director of M&O whose decision will be final.
- (g) Vacation leave scheduled for the two weeks prior to the start of school must be approved by the principal.

**Section 12.** Workers' Compensation Leave: Classified employees who are absent from duty because of injury or illness that has been determined to be job-incurred and who qualify under provisions of Workers' Compensation Insurance shall be allowed a maximum leave of sixty (60) working days at full salary in any one (1) fiscal year for the same accident. Employees in this category may request extension of Workers' Compensation Leave. Such cases will be referred to the District physician for evaluation. Classified employees who are absent from duty because of a physical assault which occurred as a result of the performance of their duties shall be allowed, upon proper medical substantiation, industrial accident and illness leave for up to one-hundred (100) days.

The employee shall have the right, upon request, to be immediately provided a copy of the Workers' Compensation claim form document if any written statement made by the supervisor/manager in any manner refutes the employee's claim or statement.

Disability checks received from Workers' Compensation must be endorsed by the employee to the District while he/she is receiving full pay. Normal authorized deductions, including retirement contributions, will be deducted from the warrant. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section is exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Employees who have exhausted their Workers' Compensation Leave shall be entitled to use any available sick leave, compensatory time off, vacation time, or other available leave provided by law or by action of the Governing Board.

The Governing Board reserves the right to grant to any employee additional leave of absence for on-the-job injury or illness, subject to the following provision:

1. It must be apparent that the employee will not be medically able to return to work after available leaves are exhausted.
2. The employee must request additional leave in writing.
3. The Board in considering such requests shall give due consideration to the employee's length of service and past work performance.

4. Any additional leave granted by the Governing Board shall take effect on the first day following exhaustion of all other available leaves of absence.

The period of absence as provided above shall not be considered a break in service. During periods of leave, the employee shall have the absolute right to return to his/her position when able to do so.

When all available leaves of absence are exhausted, the employee will be placed on a reemployment list for a period of thirty-nine (39) months. During this time and when able to return to work, he/she has the right to the first vacancy in his/her classification. During absence because of on-the-job injury or accident, the employee must reside in California unless the Governing Board grants him/her permission to leave the state.

### Hepatitis Exams

The District agrees that when an employee is exposed to hepatitis at the workplace, the employee shall be entitled to a hepatitis test or inoculation at no cost to the employee. The District believes that workers' compensation should cover these costs; but, if for some reason it does not, the District will insure that there is no cost to the employee.

**Section 13.** Union Leave: Elected or appointed officers or delegates of Local No. 1 may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state, and national meetings. A total of thirty (30) days per school year shall be allocated to Local No. 1 for this purpose. The District shall pay the cost of substitutes replacing employees on such leave.

**Section 14.** Family Illness Leave: Two (2) days per year paid leave shall be provided for the employee's absence due to illness or injury of any members of the immediate family.

**Section 15.** Education Leave: Members who request an unpaid educational leave may be granted such request upon proper notification.

**Section 16.** Office and Technical Services Unit--refer to Supplement 4.

**Section 17.** Family Leave: The District shall provide leave of absence to unit members as required by the State and Family Leave Acts and as indicated below:

1. Eligible employees shall be defined as within the act, with the exception that any employee who works at least half time, and who has been employed at least two (2) years, shall also be determined an "eligible employee" for the purposes of family leave to care for a family member with a serious illness or injury and shall be provided the benefits as set forth in number 5 herein.
2. Employees shall be entitled to utilize up to twelve work weeks of family leave in a twelve month period, either in consecutive or intermittent days off. The twelve month period shall be calculated from the first day of the family care leave for this purpose.
3. Family care leave may be used for any of the following reasons: Birth of the employee's child, and in order to care for the child; because of the placement of a child with the employee for foster care or in connection with the employee's

adoption of the child; in order to care for the employee's child, parent or spouse with a serious health condition; because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

4. Definitions: Child means a biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child;

Serious health condition means an illness, injury impairment or physical or mental conditions that involves either (1) inpatient care in a hospital, hospice or residential health care facility, or (2) continuing treatment or continuing supervision by a health care provider.

Instructional employee means an employee whose principal function is to teach, and for purposes of duration of leave shall not include special education assistants and signers for the hearing impaired.

5. Continuation of Benefits:

- a. During the period of family care leave, the employee shall continue to be entitled to participate in the district-paid medical, dental and vision plan. However it is understood that if an employee does not normally receive health benefits the District is not required to provide them during the family care leave.
- b. During the period of family care leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans set forth in (b) and the district may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.
- c. Maintenance of Status: The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began.

6. An employee may use vacation in the case of personal illness or injury but shall not be required to use such leave.
7. Reinstatement from leave: An employee shall be reinstated in the same position and assignment he/she was assigned prior to the Family Care Leave. If such same assignment does not exist, the employee will be assigned the same position/hours in accordance with applicable sections of this contractual agreement.

## **ARTICLE 12 TRANSFER**

**Section 1.** Types of Transfer: The four (4) types of transfers recognized are: voluntary, involuntary, administrative, and medical.

**Section 2.** Voluntary Transfer – See Hiring Procedure, Article 16 Section 4(a)

**Section 3.** Involuntary Transfer:

1. When involuntary transfer is necessary because of lack of funds, lack of work, or abolishment of a position because of lack of need, volunteers shall be considered for transfer first.
2. If there are no volunteers, the transfer shall be based on seniority within the classification. When applicable and if there are no volunteers, the transfer shall be based on District seniority at the work site.
3. No employee shall be assigned to work in a work location other than the employee's normal work site for a period in excess of (5) working days without the written consent of the employee.
4. Any employee who has consented to remain at a work site other than the employee's normal work site for a period in excess of five (5) working days may at any time request in writing to be returned to the regular work site. This request shall be granted within ten (10) working days after receipt by the District of the written request. Payment for mileage in accordance with Article 18, Section 1 of this Agreement will be made to employees working at a site other than his/her normal site for the difference in miles traveled between his/her regular site and temporary work site, if additional travel is required.
5. In accordance with the transfer and seniority provisions of this Agreement, Local No. 1 and the District shall develop a special procedure to be implemented in the event of school closures, which shall be agreed to prior to the implementation of any school closure.

**Section 4.** Administrative Transfer:

If the Administration feels that it is in the best interests of the District to initiate an administrative transfer, the following shall apply:

A conference among the appropriate administrator(s), the effected employee(s) and Local One shall take place. Prior to this meeting the employee(s) and the union shall be provided a notice of the transfer proposal and alternative available placements. The unit member or representative may also propose alternatives. At the conclusion of the conference, if the District proceeds with the transfer, the unit member will be provided with the reasons for the transfer and the transfer shall take place no sooner than five working days after the conference except in the case of emergency, or by mutual agreement.

It is understood that the transfer will not be arbitrary and capricious. A transfer will not result in a loss of regular work hours or a change in shift unless specifically agreed to by all parties. Any grievance involving this section shall begin with the Assistant Superintendent of Human Resources.

**Section 5.** Medical Transfer: The District shall give alternate work when temporary work for which that employee is qualified and able to perform is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties.

**Section 6.** Summer School Bidding: Any bidding for summer school assignments must be posted and completed by no later than the week prior to the last week of school, and in no case later than five (5) work days prior to the last day of school. The District can delay a summer school assignment if it overlaps with the regular school year assignment. If the summer school assignment is delayed by the District and the summer school assignment is a higher salary range than the regular school assignment, the employee will have no loss of pay for the days he/she was delayed in starting the summer assignment.

The District can delay a summer school assignment if it overlaps with the regular school year assignment. If the summer school assignment is delayed by the District and the summer school assignment is a higher salary range than the regular school assignment, the employee will have no loss of pay for the days he/she was delayed in starting the summer assignment.

Special Education Division--refer to Supplement 2.

## **ARTICLE 13 EVALUATION**

**Section 1.** Goal: The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the District.

**Section 2.** Objectives:

1. To provide a means of evaluating each employee's performance in the specific context of his/her job.
2. To determine individual needs for improvement and development.
3. To secure continuing communication of individual development.
4. To provide a basis for giving recognition for praiseworthy service.

**Section 3.** Procedure:

1. The immediate Supervisor, the Department Head, and the Division Head have the major responsibility for the evaluation of classified personnel under their supervision.
2. General Services, Maintenance and Operations Unit--refer to Supplement 1.  
Paraprofessional Unit--refer to Supplement 2.  
West Contra Costa Schools Police Unit--refer to Supplement 3.  
Temporary and Substitute Employees--refer to Supplement 5.
3. The Executive Director, Personnel has the responsibility of compiling information for the Superintendent from the evaluations made by all administrators.
4. Probationary employees shall be formally evaluated at least twice during the probationary period and more frequently if deemed advisable.
5. Permanent employees having less than five (5) years of service shall be formally evaluated at least once annually, and may be evaluated more frequently for good cause upon proper notification. Permanent employees having more than five (5) years of service may be formally evaluated upon proper notice.
6. Evaluation Forms: All formal evaluations shall be filed in the employee's file in the Personnel Office, and are available for the employee's inspection by appointment. A copy of the completed evaluation forms shall be given to the employee. The evaluation forms shall be those shown in Exhibit B.
7. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator(s). Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

## **ARTICLE 14 SAFETY**

**Section 1.** District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

**Section 2.** Safety Committee: General Services, Maintenance and Operations Unit--refer to Supplement 1.

Paraprofessional Unit--refer to Supplement 2.

West Contra Costa Schools Police Unit--refer to Supplement 3.

Office and Technical Services Unit--refer to Supplement 4.

**Section 3.** Procedures:

1. The Safety Committee shall meet regularly every other month.
2. Special meetings may be called by the Chairperson to consider an acute safety problem.
3. The Safety Committee shall designate one (1) District member and one (1) Local No. 1 member to investigate a safety problem.
4. The Safety Committee shall report its findings and recommendations to the Supervisor of Safety.

**Section 4.** Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Sections 1 and 2 of this Article.

**Section 5.** No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 1 of this Article.

**Section 6.** Insurance Provisions and Personal Safety:

1. Classified employees may use reasonable force in the performance of their duties when such force is required to defend themselves or insure the safety of other employees or students.
2. When a student with known serious behavior problems or violence-related potential or whose parent or guardian has similar potential is assigned to a classroom or site, the paraprofessional unit member in the classroom, the elementary school secretary and the school police officer shall be notified in accordance with the agreed upon procedure between the District, Local No. 1, and UTR.
3. Classified employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.
4. Because of the inability of the District to secure primary liability insurance to cover incidents arising from accidents involving an employee's personal automobile in the scope of employment, the refusal to transport students in such a manner shall not constitute cause for adverse action against the employee. In the event an employee does transport students in his/her personal automobile and a claim of liability is filed, the insurance coverage shall provide secondary coverage up to the limits enumerated in Education Code Section 35208.
5. Paraprofessional Unit--refer to Supplement 2.
6. Office and Technical Services Unit--refer to Supplement 4.

**Section 7.** Safety Equipment: West Contra Costa Schools Police Unit--refer to Supplement 3.

**Section 8.** Gun Shoot: West Contra Costa Schools Police Unit--refer to Supplement 3.



**Section 9.** The District shall conduct safety and in-service programs for all unit members on a regular basis.

**Section 10.** The Board shall provide, with Union input, that adequate procedures are in place at each school site to deal with earthquakes, fires, chemical spills, weapon-related emergencies, community unrest, school crisis and trauma and other related emergencies. Employees shall be inserviced on these procedures annually during District time.

The District shall work with school sites and communities to secure needed supplies.

**Section 11.** Outside Visitors: It is mutually agreed that it is the best interest of the safety of employees and the students to develop procedures at school sites for checking in of outside visitors.

It is agreed that representatives of Local One and UTR will meet with the District to develop such procedures and that Local One School Secretaries will be provided a representative to meet to provide input on this issue.

## **ARTICLE 15 BENEFITS**

**Section 1. Medical Coverage.** The District shall provide all eligible employees, their spouses, dependents, and domestic partners an opportunity to enroll in medical benefits as currently offered by CalPERS. Effective January 1, 2010, the District's maximum contribution to medical benefits shall be as follows:

. (a.) Medical Benefits

- a. For unit members choosing Employee Only coverage, the amount of \$373.00 per month;
- b. For unit members choosing Employee Plus One coverage, the amount of \$745.00 per month;
- c. For unit members choosing Family coverage, the amount of \$969.00 per month.

Effective January 1, 2012, the District's maximum contribution to medical benefits shall be as follows:

- a. For unit members choosing Employee Only coverage, the amount of \$383.00 per month;
- b. For unit members choosing Employee Plus One coverage, the amount of \$755.00 per month;
- c. For unit members choosing Family Coverage, the amount of \$979.00 per month.

Annually within 15 days of receiving the CALPERS notice of rate increase, the District shall calculate the contribution rates to be put into effect on the following January 1. The District shall meet with the bargaining unit to provide the rates and explain how the calculations were made. Annually, prior to the period of Open Enrollment (as determined by CALPERS), the District shall publish the District's health benefit contribution rates for the calendar year beginning on the following January 1. The District shall ensure that a qualifying Board of Education resolution establishing the rates that the District will contribute toward these benefits be filed as required and

when required by CALPERS for implementation on January 1.

If a health plan has monthly premiums that exceed the maximum District contribution for the appropriate coverage level, the employee will pay the difference. This amount will be deducted from the employee's pay warrant.

(b) Cash in Lieu

1. Effective January 1, 2007 and for each year thereafter, increase the cash-in-lieu amount to \$300 per month contingent upon data that confirms that there is no loss in money to the District.

If legally permissible, open enrollment for cash in lieu shall be 30 days before the annual open enrollment period for 2007 calendar year medical benefits as defined by CALPERS so that the District could withdraw the "cash in lieu" offer if a minimum number of employees do not sign up (a threshold number of employees to ensure no loss of money to the District). In this way, these employees would be able to participate in the open enrollment for medical benefits in the event that the District must withdraw the increase in cash in lieu because of insufficient participation.

2. If the provisions of Section 1 (b)(1) above are not realized, cash in lieu will revert back to the following:

Employees who certify coverage by another group health plan or spouses of WCCUSD employees covered by a District health plan may waive their health plan. Effective October 1, 1991, in such cases the District shall contribute seventy-five (\$75.00) dollars per month to a Tax-Sheltered Annuity Plan offered by the Variable Annuity Life Insurance Company (VALIC). Effective November 1, 1999, an employee waiving his/her health plan will have a benefit of seventy five dollars (\$75) cash per month added to salary. The employee will be free to allocate the \$75 into a tax shelter annuity.

**Section 2.** Dental. The District shall provide all eligible employees, their spouses, dependents, and domestic partners with the dental insurance plan currently offered by Delta Dental Service.

**Section 3.** Vision. The District shall provide the Vision Service Plan to all eligible employees. This plan shall also provide dependent coverage.

**Section 4.** Continuation--Retirement: Employees in the bargaining unit who retire and who subsequently become eligible for and successfully enroll in federal medical or dental insurance programs available to persons receiving OASHDI benefits, may be converted by the employer to supplemental coordination of benefit programs so long as the overall coverage for the retired employee of the bargaining unit is not less than he/she would receive under the active employee program. Current retirees will not be impacted by this agreement. The District's contribution formula for employees who retire prior to January 1, 2007 will not change.

**Section 5.** Maintenance of Benefits: The employer shall maintain these benefits as prescribed in this Article for the duration of this contract, unless amended through the "Reopeners" provision.

**Section 6.** Part-Time Employees

1. An employee whose regular assignment is less than 7-1.2 hours per day is considered part-time. The District agrees that it will not split a full time position into part time positions in an attempt to prevent employees from receiving health benefits.

2. Part-time employees hired before July 1, 2009 who currently receive health benefit coverage shall be eligible for health benefits subject to the cap referenced in Section 1. (a) above effective January 1, 2010. Part-time employees hired before July 1, 2009 may elect to forego their eligibility for contribution to health benefits, including post retirement benefits, and receive a cash in lieu payment of \$400.00 per month.
3. Part-time employees whose primary assignment is less than 7-1/2 hours per day hired on or after July 1, 2009 shall not be eligible for medical, dental or vision benefits.

**Section 7.** West Contra Costa Schools Police Unit--refer to Supplement 3.

**Section 8.** The District shall be responsible for making appropriate deductions for all employees in units who have selected State Disability Insurance coverage and shall be responsible for notifying the state to properly insure such employees in the event of failure to make required deductions.

**Section 9.** Retiree Health Benefits

The District shall offer to eligible retiring employees the same health plans as are offered to active employees during the term of the employee's retirement. To be eligible for this benefit the employee must retire from WCCUSD, directly into PERS or STRS, be eligible for health benefits at the time of retirement and have attained the required years of service to the District as stated below.

To be eligible for these benefits, employees must meet the requirements stated in the above paragraph and one of the following years of service requirements:

1. Current regular employees hired prior to January 1, 2007 who attain five continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in the category shall be \$450.00 per month. The effective date of this section will be January 1, 2010.
  - a. For employees who have attained twenty years of continuous years of service with WCCUSD (as defined by PERS/STRS) by June 30, 2010, the District shall be a maximum contribution of \$550.00 per month.
2. Current regular employees hired after January 1, 2007 but prior to July 15, 2009 who attain ten continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month. The effective date of the section will be January 1, 2010.
3. For employees hired on or after July 15, 2009, who attain twenty-five years of continuous years of service with WCCUSD (as defined by PERS/STRS), shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month until the employee reached the age of 65. Thereafter, the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum

increase required by law. The District shall make no payment to retirees for prescription coverage, not covered by CalPERS Health Benefits Program, vision or dental insurance.

- a. For employees hired on or after July 15, 2009, who do not attain twenty-five years of continuous years of service with WCCUSD (as defined by PERS/STRS), but do attain under CalPERS rules, five years of service as defined by PERS/STRS, the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees for prescription coverage not covered by CalPERS Health Benefits Program, vision or dental insurance.

### **Benefits Side Letter 1**

The District and the Union agree to continue studying cost containment measures for retiree health benefit programs.

### **Benefits Side Letter 2**

Health Benefits: It is agreed that the issue of reviewing the feasibility of a self-insured dental program shall be referred to the joint Labor/Management Health Benefits Study committee.

### **Benefits Side Letter 3**

The District program provides benefits under the rule of 75 (i.e. years of service and age equal 75), with at least ten years of service with benefits. This District rule is still applied for dental plan qualifications, since the CalPERS Plan only provides medical benefits, and dental benefits continue under the previous carrier.

The District is currently paying medical premiums for persons qualifying under the CalPERS rules and will continue to follow the rules established by CalPERS and our negotiations, as long as the District remains in the CalPERS Plan.

If the District wishes to leave CalPERS and enter another program or plan, which may for example not cover some individuals covered by CalPERS, the District will meet its obligations as required by the Educational Employment Relations Act to meet and negotiate with Local One on the change in program or plan including the impact on retirees.

## **ARTICLE 16 COMPENSATION**

**Section 1.** Appointments: The Superintendent may appoint, in accordance with the Rules and Regulations, any person to a position in any class contained in the Salary Schedule. Such appointment, normally, shall be made at the first step in the salary range. Whenever, there exists recruiting difficulties or an eligible with outstanding qualifications, the Superintendent may appoint a person to a specific step within the applicable salary range. In such case all incumbent employees in the department and class are to be paid at the same step or higher than the step paid the new employee. The salary so designated is thereby fixed as the salary for such employee(s) for such positions.

**Section 2.** Salary Advancement: An employee occupying a regular full-time or part-time position will advance to the next higher step on the appropriate salary range following satisfactory completion of six (6) months of service in the class. The employee's salary increment date will be established for future step adjustments at this time. Such salary increment date will be established on the first day of the month if the first increment due date falls during the first to the fifteenth day of the month; or, the first day of the following month if the first increment due date falls during the sixteenth to the end of the month. Following the initial step advancement, succeeding adjustments will be granted annually on the employee's established salary increment date.

**Section 3.** Promotion--Effect upon Rate of Compensation: An employee promoted to a higher classification shall advance to the nearest step in the new salary range providing such advance is at least five (5) percent higher than his/her previous salary. However, no employee can advance higher than the maximum step in the new salary range.

**Section 4.** Hiring Procedure

(a) — Hiring. The parties agree to the following:

1. Weekly vacancy notices will be posted every Wednesday for ten business days. If there are no postings for the week, the District web site and job hotline will be updated to reflect that.
2. Vacancies will be on the job hotline, on the District web site, emailed to each site and sent to each site for posting in common areas.
3. The posting will include the job title, site, hours per day, number of work months and shift if applicable. People who meet the minimum qualifications may apply for the position(s) in which they have interest. Once a person passes the appropriate test for a job classification, they need not be retested.
  - a. All unfilled positions shall be continually posted until filled.
  - b. The number of specific positions will be identified on the posting. The District may fill vacancies in the posted classification that exists at the time the posting closes.
4. Those meeting the minimum qualifications will be placed in the following order by Seniority:
  - a. Laid off employees shall automatically be recalled;
  - b. If there are no laid off employees in the classification, then transfers of employees which is defined as: Office and Technical Unit is by salary range, all other units are by job classification;
  - c. Promotions within the unit;
  - d. Voluntary demotions within the unit;
  - e. Promotions or demotions for WCCUSD permanent employees;
  - f. Local One substitutes;
  - g. All others.
5. Any special needs of the position will be listed on the posting.

6. The top four candidates, as per number 4 (c) - 4 (g) above, will be interviewed by the appropriate administrator, who shall make a selection amongst the four.
7. Test and qualifying scores shall be developed by the Human Resources office and shall be related to the actual requirements of the job as specified in the job description. Upon request, employees shall be provided with test score results.
  - a. Testing shall occur at least once quarterly per year at a minimum. A district administrator or teacher will proctor the tests.
8. The union shall be notified in advance of testing dates.
9. An employee on leave shall have the right to have his/her designee submit an application on his/her behalf.
10. The labor management group will meet as needed to evaluate the effectiveness of the agreement.

Subcommittee to meet on developing new hiring and posting procedures for summer and Special Education.

Subcommittee to meet on filling Office and Technical Services Unit positions.

(b) Hiring During Summer Pilot. The parties agree to the following:

The need for summer hiring really becomes an issue for certain job classifications that are key to starting school. In order to address this need, the following seven job classifications were identified as being part of a pilot for summer hiring:

- Attendance Clerks
- Custodians
- Head Custodians
- Info and Literacy Assistants
- School Secretary
- Secondary School Cashiers
- Typist Clerks I and II's (including bilingual)

If the District could ensure having key eligibility lists current by the end of school, it will be much easier to proceed with filling positions. To conduct the pilot, the District will ensure the lists are complete for these 7 classes.

Before the end of the school year announce to employees that a pilot will take place which would enable the District to fill certain positions from the transfer or eligibility lists over the summer. In order to ensure all interested employees are considered, anyone interested in openings that may come open in the seven priority classes must submit a form to HR indicating an interest and provide any special contact info for themselves over the summer.

Personnel will log in all the notices and contact the individuals who signed up as having an interest for a particular class or classes via transfer or appointment off eligibility list.

Positions in other classifications may be filled during the summer only if there is a current

eligibility list and all five candidates are interviewed. If the vacant positions have not been posted for transfer, the District must follow the transfer language requirements but for the summer break, this may be accomplished by contacting all employees who are eligible to be transferred into the vacant position.

In both categories of filling positions during the summer, the District may proceed with filling a position through transfer or eligibility list interview only when all candidates who have an interest in the specific position have been interviewed.

During 2006-07, the parties will agree on time frames for summer 2007 implementation. If the parties agree the trial hiring program in Section 4 (a) of this Article is successful, that framework will be used in implementing this section.

**Section 5.** Demotion--Effect Upon Rate of Compensation: The rate of compensation to be paid in cases of demotion, discipline, or for incompetence, shall be determined by the Superintendent, based upon recommendations of the Division Head and the Executive Director, Personnel. Compensation shall be within the salary range limits of the classification to which the employee was demoted. In cases of demotion, voluntary and in lieu of layoff, the employee shall receive the salary in the lower classification nearest to his/her present salary.

1. Employees who are disabled due to on-the-job disability which is verified by the District physician and who accept a position in a classification with a lower salary range shall be "Y" rated.

**Section 6.** Effects of Certain Miscellaneous Actions Upon Salaries: Any employee occupying a position which is reallocated to a class, the maximum for which is less than the incumbent's present salary or occupying a position in a class for which the salary rate or range is reduced, shall continue to receive his/her present salary. Such salary shall be known as a "Y" rate. When an employee on a "Y" rate vacates his/her position, subsequent appointments to that position shall be made in accordance with the provisions of the rules and the salary plan.

**Section 7.** Longevity: It is agreed that effective July 1, 1992 an employee must be in paid status five days in a work month in order to be eligible for longevity pay. In addition to salaries set forth in the salary schedule, longevity allowances shall be added to monthly salaries. Effective July 1, 2005 the longevity allowances shall be increased to the following:

1. After five (5) years of service, (beginning with the sixth year) **\$44.41** per month.
2. After ten (10) years of service (beginning with the year eleven) **\$155.45** per month through the fifteenth year.
3. After fifteen (15) years of service (beginning with the year sixteen) **\$166.55** per month through the twentieth year of service.
4. After twenty (20) years of service (beginning with the year twenty-one) **\$188.76** per month through the twenty-fifth year of service.
5. After twenty-five (25) years of service (beginning with the year twenty-six) **\$205.50** per month.
6. Employees earn longevity by working or while covered by paid leave of absence.

**Section 8.** Temporary Work in Higher Classification: The Division Head must obtain official approval through the Executive Director, Personnel, when the Division Head intends to have a subordinate employee work temporarily in a higher-paid classification. The Division Head must insure that the employee who is to temporarily relieve in a higher-paid classification in the same crew or similar work unit must assume all or substantially all of the duties and responsibilities of the higher-paid classification before the Division Head attempts to obtain approval for such appointment.

An employee who serves as a substitute for an employee in a higher classification or an employee who is appointed to a Division Head, Department Head, or similar administrative position under the circumstances mentioned below, shall be paid the appropriate rate for the higher classification beginning with the second day of such service with retroactive pay to the first day of service. Whenever a supervisor or lead worker is absent for more than one (1) day, the most qualified volunteer from the unit shall be appointed the temporary out-of-class position on the second day of such absence and paid in accordance with this Article.

If a vacancy occurs in a Division Head, Department Head, or similar administrative position and in the absence of an appropriate employment list, the Superintendent may appoint a person meeting the minimum qualifications for the class, as determined by the Executive Director, Personnel to a position in such a class in an acting capacity, such appointment to be designated "acting" followed by the appropriate class title.

Employees can express interest in temporary out of class work by notifying the department head in the department they wish to work in. The employee will be considered for temporary, out of class work at another site with the permission of the employee's manager at his/her regular site. In the event that the District employs a substitute to fill a vacancy, pending the hiring of a new employee, the District will not use the substitute or a series of substitutes for more than 90 workdays plus school recesses.

Food Service employees--refer to Supplement 1.

Paraprofessional Unit employees--refer to Supplement 2.

**Section 9.** Salary Adjustments:

(a) Effective January 1, 2006, there shall be a 3% increase in the salary schedule. The district salary schedules are set forth in Exhibit A.

(b) TEP/TLC (Transitional Learning Center and Transitional Education Program)

The following changes are agreed to concerning the Instructional Assistant, Special Education positions assigned to TEP or TLC classes:

a. The classification title shall be changed to Behavioral Technician.

b. The salary range shall be adjusted as follows:

43 to 45 in 2006-07

45 to 47 in 2007-08

47 to 49 in 2008-09

(c) NCLB (No Child Left Behind)



- a. The District and Local One agree to continue to meet and negotiate a one-time bonus compensation for those covered employees who are NCLB compliant on June 30, 2006 as agreed to in concept on May 18, 2006.
- b. The parties agree to a salary survey as follows:
  - Committee composed of representatives of Local One and the District to look at comparable pay for those impacted by NCLB
  - Come to a common understanding of the comparability data looking at total compensation (salary and benefits)
  - Make a recommendation to the budget subcommittee for the 2007-08 fiscal year.

(d) Interpreter Classifications

The parties came to the following regarding the interpreter classifications:

- a. There shall be no change in the pay range in the classification of Instructional Assistant, Special Education/Hearing Impaired.

(e) Classification Title Change

The parties agree to change the paraprofessional classification title of Library Assistant (elementary) to Library Media Specialist effective July 1, 2006.

**Section 10.** Certification and License Differential: The District shall pay a five (5) percent differential to all employees who are required by the District to have and maintain a special license or certification in addition to any specified in their job descriptions.

**Section 11.** In the event of salary computation errors, the District shall make any payment owed to the employee within three (3) days of notification of the error. In no event shall the District make deduction to an employee's salary due to District error in computation without proper advance written notice to the employee and an opportunity to select increment repayment deductions.

**Section 12.** Paraprofessional Unit employees--refer to Supplement 2.

## **ARTICLE 17 OVERTIME AND COMPENSATION FOR OVERTIME**

**Section 1.** General Provisions: Overtime is defined to include any time required to be worked by an employee in excess of his/her established work week or workday. Employees whose established working hours are thirty-seven and one-half (37-1/2) hours per week, seven and one-half (7-1/2) hours per day shall be eligible for overtime for time worked in excess of thirty-seven and one-half (37-1/2) hours in a calendar week or in excess of seven and one-half (7-1/2) hours per day. The foregoing provisions are not intended to apply to properly designated part-time positions with an assigned workday of less than seven and one-half (7-1/2) hours and a work week of less than thirty-seven and one-half (37-1/2) hours even though all such positions constitute all of the positions within a class.

1. All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate of time and one-half (1-1/2) commencing on the sixth consecutive day of work.
2. All hours worked on the seventh consecutive day of work up to seven and one-half (7-1/2) hours shall be compensated at double the regular rate of pay.
3. All hours worked in excess of seven and one-half (7-1/2) hours on the sixth (6) and seventh (7) consecutive day shall be compensated at two and one-half (2-1/2) times the regular rate of pay.
4. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

**Section 2.** Rate of Compensation for Overtime Worked: All compensable overtime shall be paid at the rate designated above. Exceptions must be mutually agreed to. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) months following the month in which the overtime was worked and without impairing the services rendered by the District. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, and mutual agreement not reached to extend the period, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

**Section 3.** Accumulation of Overtime: Food Service employees in secondary schools and Central Kitchen--refer to Supplement 1.

**Section 4.** Factors Which Govern Compensation for Overtime Worked: Each employee who has earned overtime compensation shall have the right to request either payment or compensatory time-off. The Division Head shall approve the employee's choice provided that the needs of the Division and of the District service, adjudged by the Division Head, permit. The detailed methods of compensating for overtime may vary from division to division, and each Division Head shall give due consideration to divisional needs and precedents. All overtime compensation shall be paid in accordance with the contract and in compliance with the Fair Labor Standards Act.

**Section 5.** Effect of Termination Upon Overtime: Each employee who resigns or is otherwise terminated shall be entitled to compensations for his/her accumulated overtime of record.

**Section 6.** Procedure Governing Overtime Work: All overtime work shall be subject to prior approval by an immediate supervisor or any duly authorized representative of the District.

**Section 7.** Certain Exceptions and Exclusions: The following shall apply for the employees designated:

1. Each District employee who works as a substitute, short-term, part-time, or intermittent appointment shall be excluded from the provisions of these Sections 1 through 6, until the total hours worked by such employee in a calendar week exceeds the established work week for full-time regular employees.
2. The work week shall consist of not more than five (5) consecutive working days for any employee having an average workday of three and three-quarters (3-3/4) hours or more during the work week. Such an employee shall be compensated for any

work required to be performed on the sixth (6) or seventh (7) day following the commencement of the work week at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than three and three-quarters (3-3/4) hours during a work week shall, for any work required to be performed on the seventh (7) day following the commencement of his/her work week, be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

3. Part-time positions with an assigned workday of less than seven and one-half (7-1/2) hours and work week of less than thirty-seven and one-half (37-1/2) hours shall be eligible for overtime for time worked in excess of seven and one-half (7-1/2) hours per day or in excess of thirty-seven and one-half (37-1/2) hours per week.

**Section 8.** Overtime-Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department and at each work site according to seniority and meeting the requirements for the assignment. The senior employee may refuse the assignment without waiving his rotation rights.

**Section 9.** Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

**Section 10.** Right of Refusal: Any employee shall have the right to reject any offer or request for overtime, call-back, or call-in time except in the case of any position in the GSM & O unit and Accountability and Information Technology Services Department, the following shall apply:

If an emergency is declared by the Superintendent or other member of the Cabinet, overtime may be required. An emergency means a situation that could result in imminent damage or loss of district facilities, equipment, or buildings, as well as imminent jeopardy to the safety of any person.

In such case a volunteer list shall first be utilized in order of seniority. If the overtime needs cannot be met by use of the volunteer list alone, then the employees who are needed in each classification will be contacted (contact means actually speaking with the employees) in inverse order of seniority and the overtime will be assigned. It is recognized that there may be extenuating circumstances which may excuse a contacted employee from reporting.

When such an emergency has been declared by the Superintendent or appropriate cabinet member, a written statement will be subsequently provided as to why it was necessary to declare the emergency. In the event the union believes there to be an abuse in declaring the emergency, it shall be free to discuss the concern directly with the Superintendent.

Definitions:

GSM&O: Any position in the GSM&O bargaining unit.

Technology: Any position that falls under the Accountability and Information Technology Services Department.

Seniority: District-wide seniority within a class if it is a district-wide issue.  
Seniority at the site if overtime occurs at the site.

**Section 11.** Food Service Employees--refer to Supplement 1.

**Section 12.** West Contra Costa Schools Police Unit--refer to Supplement 3.

## **ARTICLE 18 EXPENSE CLAIM**

**Section 1.** Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the per mile rate allowed by the IRS. The mileage computation shall include mileage necessary to return to the employee's normal job site after completion of District business. This amount shall be payable in a separate warrant drawn against District funds within thirty (30) working days of submission of the claim by the employee in the bargaining unit.

**Section 2.** Miscellaneous: Any employee authorized to attend an activity away from his/her normal assignment shall submit an expense claim on the form provided by the District for all necessary expenses.

**Section 3.** Damages to Personal Effects:

1. General Provisions: The Governing Board of the District will provide for the payment of the costs of replacing or repairing the job-required personal effects of an employee which are damaged in line of duty without fault of the employee. Such items are eyeglasses, hearing aids, dentures, watches, jewelry or articles of clothing. If the items are damaged beyond repair, the actual value of such items shall be paid. The value of such items shall be determined as of the time of the damage thereto.

Restrictions: It is not the intention of this section to replace personal effects which are worn out through ordinary wear and tear. The Governing Board will be responsible for repair or replacement costs to a maximum amount of four hundred (\$400.00) dollars for any one (1) incident.

2. The Governing Board shall reimburse employees for vandalism, damage to their autos occurring during duty time pursuant to the following guidelines: Reimbursable damage is limited to damaged glass and/or that which would affect the mechanical operation or proper movement of the auto and which could reasonably be assumed to have occurred while the vehicle was parked. There shall be a four hundred (\$400.00) dollar limit per automobile damage incident.
3. Substantiation: Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the employee. Receipts for payment of repair or replacement costs will be required. Request for substantiation by the District shall not be unreasonable and shall be submitted on agreed upon forms.

**Section 4.** Uniforms: West Contra Costa Schools Police Unit--refer to Supplement 3.

**Section 5.** Tools: General Service, Maintenance and Operations Unit--refer to Supplement 1.

## **ARTICLE 19 MANAGEMENT RIGHTS**

Recognizing that the Board of Education is the elected body charged with conducting the affairs of the District, all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised by the District unless otherwise agreed to. Such rights shall include, by way of example but not limitation, the right to:

1. Manage and control the District, its facilities and operations as well as to direct the working forces and affairs of the District.
2. Within existing law, direct the working forces, including the right to select, hire, layoff, promote, discipline, suspend, dismiss, transfer, assign work or extra duties, and determine the size of the work force within existing law and the constraints of this Agreement.
3. Determine the services, supplies, and equipment necessary to conduct the operation of the District and to determine the methods, schedules, and standards of operation essential to all District programs.
3. Adopt and enforce District rules and regulations.

## **ARTICLE 20 CONTINUITY OF SERVICE**

Employees of the District shall not take part in any strike, work stoppage, or activity during duty hours which would interfere with the normal operation of the District.

All parties signatory to this Agreement agree that neither the officers of West Contra Costa Schools bargaining unit of Local No. 1 nor employees will collectively, concertedly, or individually induce, engage, or participate directly or indirectly in any strike, picketing, slowdown, stoppage, or other curtailment or interference with the employer's operation, or interfere or cause interference with the flow of material or persons in or out of the premises or property.

All parties to any Agreement will comply with all Articles of the Agreement and perform all agreed-upon duties regardless of any agreement or disagreement with any other District employee. It is expressly understood that the provisions of this Article do not apply to those matters subject to the reopener provisions of this Agreement.

## **ARTICLE 21 DISCIPLINARY ACTIONS**

**Section 1.** General Provisions: A permanent classified employee may be suspended, demoted, or dismissed by the Governing Board for cause.

**Section 2.** When emergency conditions do not exist, disciplinary steps to be used by

administrators shall be as follows:

1. Verbal reprimand.
2. Written reprimand.
3. Suspension.
4. Demotion.
5. Dismissal.

In all cases the action taken by the District shall be invoked at a level commensurate with the offense.

**Section 3.** Causes: The causes which shall be deemed sufficient for suspension, demotion, or dismissal of permanent classified employees are the following:

1. Absence without leave.
2. Conviction of any criminal act involving moral turpitude.
3. Disorderly or immoral conduct.
4. Incompetency or inefficiency.
5. Insubordination.
6. Use of alcoholic beverages or controlled substances as defined by Education Code while on duty.
7. Neglect of duty.
8. Negligent or willful damage to District property, or waste of District supplies or equipment.
9. Willful violation of any of the Governing Board's regulations regarding duties, conduct, or performance of a classified employee.
10. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
11. Misappropriation of District funds or property.
12. Failure of employees who drive a vehicle in the regular course of their employment to maintain a good business driving record.

**Section 4.** The District and Local One will develop a standing list of neutral hearing officers to hear appeals regarding proposed discipline and termination. The hearing officers will make a recommendation to the Board Education. The Union and District will review this process at the end of one year.

**Section 5.** Promotions/Transfers

In the event that an employee has received a serious disciplinary action (suspension or demotion) within the last two years, the District may prohibit the employee from transferring or promoting. If an employee has charges pending at the time of the transfer that results in serious discipline once the due process has taken place, the District may rescind the transfer. If an employee has charges pending at the time of promotion that results in serious discipline once the due process has taken place, the District may rescind the promotion only during the probationary period.

## **ARTICLE 22 RESTRICTION OF CONTRACTING OUT**

During the life of this Agreement, the employer agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement unless specifically required by the Education Code and/or the work contracted out is in excess of that which could be reasonably performed by regular school employees.

## **ARTICLE 23 REASSIGNMENT**

**Section 1.** General--Definition: Reassignment shall be defined as any change of work station or work location within a work site and/or any addition to, deletion of or change in assigned duties, hours, or working conditions.

On occasion the operation of the District may require flexibility in assignment. It is agreed that this flexibility in assignment and reassignment shall not be used in a manner that will cause the employees to unreasonably speed up their work process or increase production beyond the present standard, or in order to circumvent the granting of overtime.

It is agreed that any addition to, deletion of, or change in assigned duties, hours or working conditions shall be accompanied by a comparable addition to, deletion of, or change in assigned duties, hours or working conditions.

The mechanism for resolving issues in this section is as follows: When there is a concern about an increase in workload or change in work assignment, a discussion will take place between the employee, Local One and Administration. In cases in which the workload or assignment cannot be resolved, it shall be referred to the appropriate administrator(s) for resolution. If the issue cannot be resolved, it shall be referred to the responsible cabinet member for resolution.

The District is committed to raising the workload and assignment issue at a future management meeting. The administrator's responsibility to manage workload and establish priorities will be emphasized.

### **Section 2.** Building Maintenance, Custodial and Landscaping

1. The staffing model for building maintenance workers, custodians, furniture warehouse drivers, landscaping, maintenance department and utility workers in the operations department (as identified on the agreed upon list) shall not be reduced, except by attrition for those employees hired prior to March 1, 2009.
2. All persons hired to these positions after March 1, 2009 shall not be covered by the staffing model with the following exceptions: (a) Persons promoted after

March 1, 2009 shall not be covered by the staffing model; however, the position the employee held prior to March 1, 2009 will be covered for the person if on the agreed upon list referenced in number 1 above; (b) Persons hired into the apprentice program prior to March 1, 2009 shall be covered by the staffing model once they achieve journeyman status.

3. At the beginning of each school year, the District shall post the specific assignments of each position at the work site. Prime consideration shall be given to seniority at the time of reassignment, and deviation therefrom shall be substantiated by management.
4. The Union and District agree that on occasion at the secondary level there will be unusual or special circumstances that require the temporary reassignment of employees within a work site. If the employee is required to work outside of his/her assigned work site for one (1) hour or more, or three (3) consecutive days, the employee shall receive additional compensation at the overtime rate, for hours worked on the third (3<sup>rd</sup>) day to complete his normal duties.
5. In the elementary schools and children's centers a minimum of two (2) hours overtime shall be allowed wherein a substitute custodian is not obtainable to cover an absence. For custodians during summer vacation, the employee's assignment shall be considered to be the work site.

### **Section 3.** Food Service

1. The assignments in the Food Service Department at each work site shall encompass all of the designated tasks of the employees in that classification at the work site.
2. The District may rotate the assignments of employees within their classifications for the purpose of allowing the employees the opportunity to train in all aspects of their jobs.
3. The hours allocated for each position in the Food Service Department shall be directly related to participation.

### **Section 4.** Gardening

1. Assignment of employees in the gardening section shall encompass all of the designated tasks of the employees in that classification at the work site.
2. If it becomes necessary to reassign an employee to another crew, the employee who has been reassigned to another crew for a period in excess of five (5) working days may at any time request in writing to be returned to the regular crew. The request shall be granted within ten (10) working days after receipt by the District.
3. If at any time during the year a vacancy occurs in a crew, the most senior employee who requests the assignment shall be given prime consideration for the appointment. Deviation therefrom shall be substantiated by management.



**ARTICLE 24**  
**LAYOFF AND REEMPLOYMENT**

**Section 1.** Reason for Layoff: Layoffs shall occur due to lack of work or lack of funds.

**Section 2.** Forms of Layoff: Layoffs may take one (1) or more of the following forms:

1. An involuntary reduction in the number of days worked in a year;
2. An involuntary reduction in the number of hours worked in a day;
3. An involuntary reduction in classification through bumping by senior employees;
4. An involuntary reduction in salary or other compensation to avoid layoff;
5. Acceptance of bumping to a lower classification to avoid layoff is at the option of the employees affected.

**Section 3.** Notice of Layoff: Unit members affected by layoff shall be given no less than thirty (30) calendar days written notice of such action.

1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to the employees affected.
2. Employees to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
3. The notice shall be deposited in the U.S. mail no less than thirty (30) calendar days prior to the effective date of the layoff. Copies of notices shall be sent to the Union.
4. The notice shall contain the effective day of layoff, displacement rights, if any, and reemployment rights.
5. The notice shall also contain a statement that the employee may be eligible for unemployment insurance.

**Section 4.** Order of Layoff: Layoffs shall be based upon seniority within a class and higher classes within the District.

1. In determining order of layoff in a lateral class (where an employee moves or has moved from one (1) class to another class at the same salary range) the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.
2. Members with the least seniority within the class, plus higher classes, shall be laid-off first.
3. Effective July 1, 1987, seniority shall be based on the hire date in a permanent paid

status in a class plus higher classes, as of the date of layoff.

**Section 5.** Bumping Rights:

1. A member laid-off from his/her present class may bump into the next lower class in which the employee has previously served.
2. The accumulated service in the higher class plus the service of seniority in the present class shall determine the seniority within the class.
3. The employee may continue to bump into successive lower classes in which he/she has served to avoid layoff.
4. A member may elect to be laid-off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.
5. When an employee was initially employed in an identifiable entry-level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry-level position even though the position has been reclassified and/or the title changed, provided the employee meets minimum qualifications required for the entry-level position.

**Section 6.** Equal Seniority: Where two (2) or more employees subject to layoff have equal class seniority, layoff shall be made on the basis of the last continuous hire date seniority.

**Section 7.** Reemployment Rights: Members laid-off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily reemployed in preference to the District accepting new applicants within the class from which the layoff occurred.

Office and Technical Services Unit--refer to Supplement 4.

**Section 8.** Special Reemployment Rights:

1. Upon any vacancy occurring within a class within the District within the classified service, the District shall:
  - a. First, offer reemployment to laid-off employees in order of highest seniority within the class in which the vacancy occurs and they possess vested job rights.
  - b. Such employees shall be notified by first-class mail at the last know address of record. The employee shall, if notified by mail, have three (3) workdays from proof of service but in no case more than seven (7) workdays from date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.
  - c. Second, where no employee in a layoff status has vested or prior rights in a vacancy, or, where those having such rights refuse or fail to exercise them, the District shall offer reemployment to unit members in order of District seniority in any position within any class which is vacant within the units

where the employee possesses the minimum qualifications for such vacant positions as delineated in the current Rules and Regulations of the District.

- (1) Such employees shall be notified by first class mail, at The employee shall, within seven (7) calendar days from date of postmark, notify and make application to the District to fill such vacancy.
  - (2) Failure to make application within the time limits shall be considered a waiver of the right to vacancy.
- d. Such reemployed members returning to the District in a class not previously occupied by them shall serve a regular probationary period in such classification and shall be placed on "Step 1" of the new class salary rate for the probationary period.
2. All terms and conditions contained within this Article shall apply to all members in job classifications represented by Local No. 1.
  3. Office and Technical Services Unit--refer to Supplement 4.

### **Section 9.**

1. Any employee who is improperly laid-off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary.
2. Any permanent or probationary employee who is laid-off and is subsequently reemployed shall retain that seniority earned prior to the effective date of the layoff.
3. No seniority shall be earned during periods of separation from employment in the District, except during authorized military leave.

## **ARTICLE 25 RECLASSIFICATION**

**Section 1.** Reclassification means the upgrading of a position to a higher classification as a result of a gradual increase of the duties being performed by the incumbent in such position.

1. When an employee has reason to believe that duties and responsibilities are being performed outside of the employee's job description, so as to justify a reclassification, the employee should submit that evidence in writing to the Executive Director of Personnel through his/her department head. The Executive Director of Personnel shall conduct a desk audit on the position seeking to be reclassified and make an appropriate recommendation to the Superintendent.
2. The District will respond within forty-five days to formal requests for reclassification.

**ARTICLE 26**  
**STAFF DEVELOPMENT**

The District and the Union agree that it is to the mutual benefit of employees and the District for employees to participate in staff development activities.

Employees shall be released, with authorization from the Personnel Office, to attend District-sponsored in-service and staff development activities. Such authorization shall not be unreasonably denied.

There will be a joint Local One/District committee to develop staff development programs and topics. There will be a minimum of four days provided for staff development, three provided by the District and one additional as an "individual option."

District Provided: The District will provide a minimum of three days for staff development, based upon activities developed by the joint committee. The activities will be career/job-related. If the District does not provide three full days, the employee may take the difference in accordance with the individual option.

Individual Option: One additional day of release time will be provided for employees to take job/career related seminars, workshops, training, education, etc. for programs such as those provided by the District, adult education, community college, private, or union-sponsored.

The activity must be approved in advance and verified.

It is understood that scheduling will normally occur when a substitute will not be necessary. The District will determine whether or not to provide a substitute.

Paraprofessional Unit--refer to Supplement 2.

**ARTICLE 27**  
**HARASSMENT**

The Board will not tolerate harassment of District employees by any other employee of the District. Harassment is defined as unwelcome verbal or physical contact when:

- A. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of employment;
- B. Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting an employee; or,
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working environment.

**ARTICLE 28  
NON-DISCRIMINATION**

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership or participation in the activities of an employee organization in a manner that is unlawful or violates that person's rights.

**ARTICLE 29  
SITE BASED DECISION MAKING**

It is agreed that any site based decision shall not impact the contractual rights or affect the negotiable issues of Local One bargaining units. It is agreed that the District and Local One may, by mutual agreement, open negotiations on the issue of inclusion of classified employees in site based decision making programs.

**ARTICLE 30  
Side Letter of Agreement**

1. Use of Volunteers: The District agrees to follow the existing side letters of agreement and established past practices regarding the use of volunteers. It is agreed that such practices include a provision that volunteer activities shall be approved in advance by the District and shall also provide for the inclusion of the appropriate Local One personnel to coordinate any such activities.

Local One agrees to provide copies of all side letter agreements and memorandums of understanding to the District regarding this issue to insure proper compliance with established past practices.

2. Joint Committees: In an effort to work cooperatively to resolve ongoing issues of mutual concern, the parties agree to establish or continue the following committees:

Maintenance Department Staffing Issues Committee. The District agrees to form a joint committee to analyze the overtime and temporary employment records and budget totals of the M & O Department with a view to developing craft positions including, but not limited to, reviewing the option of a crafts apprenticeship program.

DIS Aide Issues. The District will agree to form a joint committee to implement a plan to fill thirty 3.0/3.5 hour permanent DIS Aide positions that will be created by the District. The committee may also discuss other mutually agreeable issues.

Special Education Pilot Committee. The District and the Union shall establish a joint committee to review and develop a process of filling vacant positions in the Paraprofessional, especially Special Education classifications, in a more timely fashion. The committee's goals shall be to streamline and simplify the process within the existing provisions of the contractual agreement. It is understood that any process that is developed

and agreed to shall be considered a pilot program, and shall only be continued after the end of the 99-00 fiscal year by mutual agreement of the parties.

Custodial Work Assignment Committee.

1. The Custodial services consultant will address Custodial staffing levels in her report;
2. Local #1 will have membership on the interview panel for the Director of Maintenance and Operations.
3. Local #1 will have a meeting with the newly appointed Director of Maintenance and Operations within 30 days of his/her appointment.
4. Local #1 representatives, at their request, may have private meeting with the Custodial services consultant.

Attendance Committee. The parties will form a committee to discuss ways of improving attendance rates among classified employees.

**ARTICLE 31  
DISTRIBUTION OF AGREEMENT**

Following ratification of this Agreement by both parties herein, said parties shall share equally the cost of preparing and distributing a sufficient number of copies to all members of the bargaining unit and designated management personnel.

**ARTICLE 32  
CLASS SIZE REDUCTION**

Class Size Reduction: The District agrees to continue to bargain regarding the impact of class size reduction implementation affecting Local One Paraprofessional Unit members.

The District acknowledges that there will be overtime necessary related to the implementation of the class size reduction and that overtime for Clerical and Custodial and other classifications shall be pre-approved for what is reasonably necessary and that contract provisions and past practices shall apply to the assignments.

The District agrees that three Custodians will be hired by November 1, 1998 for an additional "crew." The District and the Union will work out detail changes at affected school sites impacted by the implementation of class size reduction.

The District and Local One and UTR will form an ongoing committee to review and monitor issues related to the implementation of class size reduction.

**ARTICLE 33**  
**GOOD MORALE**

The District agrees that it will cooperate with Local #1 in reestablishing good morale in the Maintenance and Operations area.

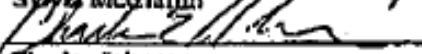
ARTICLE 34  
SIGNATURES TO AGREEMENT

Signed and entered into this 21st Day of September, 2009.

Public Employees Union, Local One

  
Bobby Killough


  
Sylvia McGlavin

  
Charles Johnson

  
Lionel Myles

  
Reid Forster

  
Cheryl Bookterwelsch

  
Christine Ramos

  
Wanda Stewart

  
Carolyn Wendell

  
Marian Barry

  
Richard Leung


  
Michael Wasilchin

  
Marcus Mitchell

  
Jill Aldridge

  
Sylvia Pena


  
Cathy Caudell

  
Walter Marshall

West Contra Costa Unified School District

  
Jessica Romeo

  
Erin Fleming

  
Sheri Gamba



**SUPPLEMENT 1  
GENERAL SERVICES, MAINTENANCE AND  
OPERATIONS UNIT**

**ARTICLE 2  
UNION RECOGNITION**

1. The District recognizes Local No. 1 as the sole and exclusive bargaining agent for employees in the following classifications:

Administrative Aide  
Assistant Auto Mechanic  
Auto Mechanic  
Auto Mechanic Trainee  
Building Maintenance Worker  
Carpenter  
Carpenter/Cabinet Maker Trainee  
Computer Operator  
Computer Operator Trainee  
Concrete Mason  
Cook, Children's Center  
Cook/Manager 1, School Lunch  
Custodian  
Custodian--Castro  
Data Entry Coordinator  
Delivery Worker  
Driver Helper  
Duplications Specialist  
Electrician  
Electrician Assistant  
Electronic Technician  
Electrician Trainee  
Electronic Repairworker  
Equipment Control Clerk  
Equipment Control Technician  
Equipment Mechanic  
Field Maintenance Groundskeeper  
Field Maintenance Groundskeeper--Leadworker  
Film Checker and Shelver  
Food Service Aide  
Food Service Aide/Clerk Breakfast  
Food Service Aide Breakfast  
Food Service Clerk/Aide  
Food Production Leadworker  
Food Service Operations Assistant  
Food Transport Driver  
Furniture Driver Repairworker  
Furniture Driver Repairworker—Leadworker  
Furniture Repair Trainee  
Furniture Repairworker

Gardener  
Gardener Leadworker  
Gardener Operator  
Gardener Operator Leadworker  
Gardener/Tree Topper  
Gardener Tree Topper Leadworker  
General Maintenance Worker  
General Maintenance Worker Trainee  
General Mechanic Trainee  
General Mechanic  
Glazier  
Glazier Assistant  
Glazier Trainee  
Groundswoker  
Head Custodian 1, Elementary  
Head Custodian 1, Castro  
Heating and Ventilating Assistant  
Heating and Ventilating Trainee  
Heating and Ventilating Mechanic  
Housekeeper, Children's Center  
Irrigation Equipment Technician  
Key Punch Operator  
Locksmith  
Locksmith Assistant  
Locksmith Trainee  
Mailroom Technician/Delivery Worker  
Office Machines Repairworker  
Offset Press Operator  
Painter  
Painter Assistant  
Painter Leadworker  
Painter Spray Specialist  
Painter Trainee  
Plumber  
Plumber Assistant  
Plumber Trainee  
Roofer  
Roofer Assistant  
Roofer Trainee  
School Bus Driver/Custodian  
School Crossing Guard  
School Lunch Cashier  
School Lunch Worker 1  
School Lunch Worker 2  
Senior Computer Operator  
Senior Duplication Specialist  
Senior Irrigation Equipment Technician  
Senior Key Punch Operator  
Senior Locksmith  
Senior Office Machines Repairworker

Senior Offset Press Operator  
Senior Warehouseworker  
Shade Worker  
Sheet Metal Worker  
Stock Clerk Custodian  
Stock Clerk Driver  
Stores Warehouse Driver  
Telephone Operator/Receptionist  
Tool Room and Stock Clerk  
Utility Worker  
Utility Worker 1  
Warehouseworker 1  
Warehouseworker 2  
Welder

**ARTICLE 10.  
WORKING HOURS, REST PERIODS,  
LUNCH TIME, ABSENCE FROM DUTY,  
CALL-IN TIME**

**Section 1.** Working Hours:

1. The standard work week for employees in the General Services, Maintenance and Operations Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours per day, Monday through Friday.
2. Working hours for employees in the classification of custodian shall consist of not less than twenty (20) hours per week, four (4) hours per day.
3. Working hours on all of the above shall be set according to the needs of the particular job and assignment.

**Section 3.** Lunch Time: Head Custodian 1, Elementary and Head Custodian 1, Castro shall have lunch time of thirty (30) minutes included in working time of seven and one-half (7 1/2) hours per day. However, his/her lunch time can be interrupted to perform an essential task(s) for the principal.

**ARTICLE 13  
EVALUATION**

**Section 3.** Procedure

- a. The immediate supervisor for night custodian in the junior and senior high schools shall be the Assistant Custodial Supervisor. He/she shall notify the custodian to be evaluated at least five (5) working days prior to the evaluation meeting. Such meeting shall be arranged on District time and the place and time of such meeting shall be included in the prior notice to

each custodian. The immediate supervisor of night custodians in the secondary schools shall involve the Custodial Supervisor in the evaluation meeting and may request the Department Head to assist them in this evaluation of the night custodian. In any case, the evaluation shall be approved by signature by the Department Head and then forwarded for final approval by the Division Head who shall also indicate his approval by signature as well on the evaluation form.

A copy of the evaluation shall be sent to the Principal of the school where the night custodian works with a specific space labeled "Principal's Comment." The purpose of this is to enable the Principal to list any comments that he/she deems to be appropriate especially in regard to such custodian's relationship as reported in writing to the Principal with both classified and certificated staff, with students and with the public. The comments from the Principal shall be made before the Division Head gives final approval by signature. Such comments by the Principal shall be made available to the employee prior to final approval. This same procedure shall be used for night custodians in elementary schools except that night custodians in elementary schools shall be evaluated by the Principal with input from the day elementary head custodian.

The immediate Supervisor of the elementary head custodian shall be the elementary Principal at that school and the Principal shall include the Department Head in the evaluation meeting of the elementary head custodian. The evaluation shall then be signed by both the Principal and the Department Head and forwarded for final approval by signature of the Division Head.

The immediate supervisor for custodians who work on the day shift in junior and senior high schools shall be either the Custodial Supervisor, Junior High School or Custodial Supervisor, Senior High School. The same procedure shall take place in evaluating day custodians in secondary schools as spelled out above for evaluation of the night custodians at secondary schools.

- b. Gardening Employees: The immediate supervisor for evaluation purposes for the gardening classified personnel shall be the Gardener Supervisor and the evaluation process in this sub-section shall be the same as listed above for the night custodians.
- c. Maintenance Employees: The immediate supervisor for the maintenance personnel shall be the immediate foreman and the evaluation process shall be the same as listed above for the night custodian.
- d. Food Service Employees: The immediate supervisor for all food service classified employees shall be the Cafeteria Manager and the evaluation process for food service classified personnel shall be as listed above for elementary head custodians.

**ARTICLE 14  
SAFETY**

**Section 2.** Safety Committee: A safety committee shall be formed composed of two (2) members appointed by the District and five (5) members appointed by Local No. 1 to represent the General Services, Maintenance and Operations Unit, one (1) of whom shall represent the maintenance employees, one (1) to represent the gardener employees, one (1) to represent the day custodians, one (1) to represent the night custodians, and one (1) to represent the Food Service workers.

1. The Maintenance Department shall implement safety meetings.

**ARTICLE 16  
COMPENSATION**

**Section 7.** Temporary Work in Higher Classifications: A unit employee in the Food Service Department who serves as a substitute for an employee in a higher classification shall be paid the appropriate rate for such higher classification beginning with the first (1) day of such service. Food Service employees hired after October 1, 1979, shall qualify for the higher rate of compensation effective the first (1) day after completion of five (5) days of training in the higher classification.

Temporary Out of Classification: Effective July 1, 1996, the agreement regarding temporary summer help and out of classification work which applies to the Maintenance Department will be incorporated into the contractual agreement.

Local One and the District agree that the assignment of temporary summer help and out of classification work in the Maintenance and Operations Department will be assigned utilizing eligible employees with straight seniority.

**ARTICLE 17  
OVERTIME AND COMPENSATION FOR OVERTIME**

**Section 3.** Accumulation of Overtime--Food Service Employees in Secondary Schools and Central Kitchen: Food Service employees in the secondary schools and in the Central Kitchen who require a few minutes beyond their regularly scheduled hours of work to complete their assignments shall log this time. When one (1) hour of overtime has been accumulated, the employee shall be paid for that hour at the overtime rate of time and one-half (1-1/2).

**Section 11.** Overtime shall, wherever possible, be performed by unit members in the classification in which the work is normally performed. Food Service employees shall be provided the opportunity to work overtime, wherever possible, on the basis of seniority before the work is offered to temporary or substitute employees.

## **ARTICLE 18 TOOLS**

**Section 1.** Tools. The District will provide for replacement of broken or worn-out tools in the Maintenance Department upon proper verification. An inventory list of such shall be submitted to the supervisor annually.

**Section 2.** The District will provide rain gear for the general classifications of Gardener, Groundskeeper, Building Maintenance Worker and Warehouse Worker.

**Section 3.** The District shall provide laundry service for Vehicle Garage employees clothing due to contact with brake shoe asbestos exposure.

### **AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND PEU, LOCAL #1 ASBESTOS SURVEILLANCE/INSPECTION TEAM SELECTION AND PAY FOR SERVICES**

- A. Volunteers from the General Services, Maintenance, and Operations bargaining unit, in the West Contra Costa Unified School District Maintenance and Operations Department will be considered for the asbestos surveillance/inspection team. Twelve volunteers who qualify (see below) shall be appointed to the team.
1. Elementary Head Custodians have the first option to perform the asbestos surveillance (six-month) at their own school; if the Elementary Head Custodian declines, surveillance of elementary schools will be completed by a designated surveillance/inspection team member.
  2. Surveillance/inspections of secondary and non-school WCCUSD sites and other sites in which WCCUSD instructs students will be completed by surveillance/inspection team members. Assignment to surveillance/inspection duties by team members will be made in seniority order and in rotation so that all team members will receive substantially equal assignments. Note: Asbestos inspections occur at 3 year intervals and are distinguishable from asbestos surveillance by requiring a higher degree of training and involving more intensive inspection duties.
- B. Surveillance/inspection team members must have completed the asbestos training prescribed by AHERA law and must meet the following standards.
1. Must be able to read and comprehend the instructions for the inspections.
  2. Must be able to write legibly so that the inspection documents can be easily read.
  3. Must be able to interpret school plans so that they can identify asbestos sites.
  4. Must be able to differentiate between friable and non-friable asbestos.

5. Must be physically able to climb stairs and ladders, crawl under floors and walk entire building areas.
- C. Volunteers will be interviewed and tested by the District in seniority order. Those twelve volunteers who meet the above standards will be chosen for the surveillance/inspection team.
- D. Employees will perform surveillance/inspections in overtime hours not to exceed four hours a day or 10 hours per week.
- E. Remuneration for team members will be at their regular overtime rate plus a 10% differential for hours worked performing duties referenced herein.

### **SIDE LETTER ON DIRECT DELIVERY AND COMMODITIES PURCHASE INTERIM PROGRAM**

The parties agree to the following revised Side Letter covering the Direct Delivery and Commodities Purchase Interim Program. This side letter will supercede the Direct Delivery and Commodities Purchase Side Letter made a part of the Mediated Settlement Agreement dated July 25, 2002, that is currently in existence:

1. The District has implemented a Direct Delivery and Commodities Purchase Interim Program designed to broaden the choices offered to the sites, increase efficiency, decrease cost, and improve service. The District will determine the commodities included in the program.
2. The District will convene an advisory committee during the 2005/06 and the 2006/07 school year to assess the effectiveness of the program and make recommendations as appropriate. The District will determine the makeup and number of members on the committee except as follows: the Local One appointed members of the committee will include one school secretary, one stores warehouse person, one custodian, one representative of the GSM&O sub unit, and one Local One staff member. Local One will have no fewer members on the committee than any other bargaining unit. The committee will review and analyze the program using benchmarks and methodologies the committee deems appropriate to determine timelines of delivery, quality of commodities, cost savings, customer service, ease of use, and other costs and benefits to the District. The committee will make an advisory report to the Board of Trustees during the 2006-2007 year. This report may include recommendations concerning the program.
3. The parties agree that the implementation of this program will not cause any lay-off, demotions or Y-rating of any permanent employee covered by this agreement.
4. The parties agree that to the extent that this article conflicts with Article 22, this side letter will prevail. The parties agree that there are no other articles impacting his article
5. Failure of the District to abide by the terms of this agreement or to follow the process as defined within the time frames identified herein will render this side letter null and void. Should this nullification occur the Direct Delivery and Commodities Purchase Interim Program shall be suspended until the parties can meet concerning any corrective action

necessary. This means that the parties agree to meet and thoroughly review the issues and make a good faith effort to resolve differences.

6. Local One agrees to withdraw the “Grievance on Violation of Article 22, Restriction on Contracting Out and Violation of the Direct Delivery and Commodities Purchase Program Side Letter” dated April 4, 2005 upon completion of this process. The District and Local One agree that the “Grievance on Violation of Article 22, Restriction on Contracting Out and Violation of the Direct Delivery and Commodities Purchase Program Side Letter” shall be held in abeyance until such time.

#### **SIDE LETTER REGARDING APPRENTICESHIP PROGRAM.**

The parties agree the District will establish an apprenticeship program, starting in the 2005-2006 school year. The District will choose one person per year to enter the apprenticeship program. The District has the discretion to determine the position the individual will fill to participate in the program. The District will advertise and fill the position per the provisions of Article 16. The District will also determine which journey person(s) the apprentice will be assigned to work with, and any responsibilities of the journey person related to training or teaching the apprentice will not be considered a violation of agreement nor cause for a claim for added compensation or reclassification.

The apprentice will be hired at a range 56. The apprenticeship employee shall have the same probationary period as any other classified employee. Provided the employee meets all evaluation and other criteria for promotion, the employee will be eligible for promotion after two years, at which time the employee would be eligible for promotion to a range 61. The employee shall be eligible for promotion to a range 66 after the fourth year of employment.



**SUPPLEMENT 2  
PARAPROFESSIONAL UNIT**

**ARTICLE 2  
UNION RECOGNITION**

2. The District recognizes Local No. 1 as the sole and exclusive bargaining agent for employees in the following classifications:

Administrative Aide, Property Control  
American Indian Education Specialist  
Assistant, Truancy Prevention  
Audiometrist  
Behavioral Technician  
Bilingual Paraprofessional  
Brailist  
Bus Monitor  
Child Care Aide PIP  
Classified Specialist  
Clerical Attendant  
Coordinator of Parent Activities  
Counseling Paraprofessional  
Counselor Aide  
Counselor Aide--Bilingual  
Group Aide, Children's Centers  
Head Occupational Therapist  
Human Relations Bus Aide  
Human Relations Specialist  
Interpreter for the Deaf and Hard of Hearing  
Instructional Aide  
Instructional Aide--Adult School  
Instructional Assistant  
Instructional Assistant--Bilingual  
Instructional Assistant--Special Education  
Instructional Assistant--Special Education—Visually Impaired  
Instructional Assistant--Special Education—Deaf and Hard of Hearing  
Job Developer  
Liaison Private Industry Council  
Library Aide  
Library Media Specialist  
Library Resource Specialist  
Lower Division Tutor  
Occupational Therapist  
Parent Activities Coordinator  
Parent Aide  
Parent Aide Bilingual  
Parent Liaison Worker  
Preschool Community Worker  
Reading Aide  
Receptionist, Children's Centers  
School Community Outreach Specialist  
School Community Worker  
School Community Worker--Bilingual  
School Crossing Guard  
School District Safety and Preparedness Officer

School Health Aide  
Secondary Bilingual Aide  
Secondary Site Supervisor  
Security Guard/Group Aide  
Special Education Assistant  
Special Education Employment Specialist  
Student Control Assistant  
Student Supervisor  
Teacher Aide--Bilingual  
Technical Assistant--Visual Impaired  
Transportation Scheduler/Health Department Secretary  
Tutors: Lower-Division Tutor  
Upper-Division Tutor  
Graduate Tutor  
Tutor, ESL  
Vocational Specialist

**ARTICLE 10  
WORKING HOURS, REST PERIODS,  
LUNCH TIME ABSENCE FROM DUTY,  
CALL-IN TIME**

**Section 1.** Working Hours

1. The standard work week for employees in the Paraprofessional Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours, per day, Monday through Friday. Working hours shall be set according to the needs of the particular job assignment.
2. It is agreed that in the classification of Instructional Assistant, Special Education, assigned to the RSP program at the elementary level, the District may reduce the current assignment of positions as they become vacant from the current staffing level to 3.5 hours per day, through attrition only.

**ARTICLE 12  
TRANSFER**

**Section 6.** Special Education Division: Any bidding for assignment changes due to program changes, site changes, etc., must be posted and completed by no later than the week prior to the last week of school, and in no case later than five (5) work days prior to the last day of school.

**Section 7.** Summer School Bid Meetings – Special Education

The parties agree to the following:

- (a) Each year the summer school bid meeting will be held on the third Thursday in May.
- (b) It will normally be held in Pupil Services at 3:30 PM.
- (c) If additional positions become available after the bid meeting has taken place, there will not

be an additional bid meeting. Changes in assignments during the summer will be filled according to current practice.

## **ARTICLE 13 EVALUATION**

### **Section 3.** Procedure

2. The Principal in all schools of the District shall be responsible for the supervision of all Paraprofessional employees in this bargaining unit. The immediate supervisor for evaluation purposes of Paraprofessional employees in a school shall be the School Principal or designated representative. The evaluator shall notify the Paraprofessional employee five (5) working days prior to the evaluation meeting and shall include in such notice the time and place of such meeting which shall occur on District time. Once the Principal has completed the evaluation of the Paraprofessional employee, the evaluation shall be forwarded to the Department Head/Division Head for his/her signature of approval.

## **ARTICLE 14 SAFETY**

**Section 2.** Safety Committee: A safety committee shall be formed composed of two (2) members appointed by the District and three (3) members appointed by Local No. 1 to represent the Paraprofessional Unit.

### **Section 6.** Insurance Provisions and Personal Safety

4. Any Paraprofessional who works in any situation in which a student has been placed due to behavior or violence-related incidents involving the student or parent shall be informed of the violence potential of that student and/or the parent(s).

## **ARTICLE 16 COMPENSATION**

**Section 7.** Temporary Work in Higher Classification. When a special education assistant, range forty-nine (49) or instructional aide, special education, range forty-three (43) with a differential is absent from the classroom, the assistant in the same classroom shall have first option to work in such classification and be paid the higher salary with any substitute employee then hired to replace the assistant with either lower pay or fewer hours.

**Section 11.** Compensation. The District shall pay a stipend to those paraprofessional unit members in the special education division who voluntarily drive a District vehicle to transport students as part of their duties. The stipend shall be twelve (\$12.00) dollars per day for each day such driving is performed.

**ARTICLE 35**  
**TASK FORCE COMMITTEE**

The District and Local No. 1 agree to establish a joint task force composed of three (3) representatives from the District and three (3) from Local No. 1. The District representatives shall include a representative of the Special Education Department or Regional Superintendents, one (1) representative from Classified Personnel, and one (1) other designated by the District. The Union committee members shall consist of one (1) Local No. 1 staff member, the President of the Paraprofessional Unit, and one (1) other designated by the Union.

The purpose of the committee shall be to address the following issues affecting Special Education paraprofessional Unit members:

1. Training and staff development
2. Job duties
3. Safety

**Full Inclusion**

The District and the Union agree to continue negotiations on the subjects of “Full Inclusion” and DIS Aides.

**SUPPLEMENT 3  
WEST CONTRA COSTA SCHOOLS POLICE UNIT**

**ARTICLE 2  
UNION RECOGNITION**

3. The District recognizes Local No. 1 as the sole and exclusive bargaining agent for employees in the classification of Police Officer.

**ARTICLE 10  
WORKING HOURS, REST PERIODS,  
LUNCH TIME, ABSENCE FROM DUTY,  
CALL-IN TIME**

**Section 1.** Working Hours: Police Officers shall work a thirty-seven and one-half (37-1/2) hour week. The working day shall consist of seven and one-half (7-1/2) hours total time. Duty hours shall be determined by the Police Chief. Work schedules for Police Officers shall be posted two (2) months in advance.

Shift Assignments. The District has agreed to the following:

1. That it is reasonable that each officer may request and may be allowed to arrange one (1) swap with another officer in a given week and, further, that if a request for a second (2nd) swap was submitted, that the swap may be granted if an emergency-type situation existed.
2. That it would be possible for a Police Officer to request, with reasons stated, and may be allowed to swap with another Police Officer for a full rotation (three months) period. That is to say that an officer working swing shifts would be able to swap with an officer working graveyard shift for the entire three (3) month period.
3. That in the cases of swapping that the officers making the swap would not be entitled to overtime as provided in the contractual agreement if in fact an officer worked in a sixth (6) and seventh (7) consecutive day, the reasoning being that the officer's sixth (6) and seventh (7) days were actually being performed on another officer's schedule.
4. That cases wherein a request is denied, there shall be given pertinent supporting written reasons for the denial.

**Section 3.** Lunch Time: Thirty (30) minutes of the workday is normally allowed for a meal.

**Section 7.** Night Shift Differential: Employees working a night shift shall receive twenty-one (\$21.00) dollars per month additional.

Police Officers shall be entitled to payment of the full twenty-one (\$21.00) dollars per month provided they are assigned to the night shift for five (5) days per month. Effective July 1, 1990, night shift differential shall be forty-two (\$42.00) dollars per month.

**Section 8.** Monthly Meetings: Regular monthly meetings shall be scheduled for all Police

Officers. Attendance at meetings shall be mandatory. Compensation shall be paid at the appropriate rate as follows:

1. Police Officers coming off the day shift and Police Officers going on the swing shift shall be paid overtime for only that time which exceeds their normal workday.
2. Police Officers coming off graveyard shift and Police Officers on day off shall be paid four (4) hours of overtime as required by Call-Back Time or Call-In Time.
3. Monthly meetings shall include updates on changes in laws, police techniques and procedures, and related officer training as necessary.

## **ARTICLE 13 EVALUATION**

### **Section 3.** Procedure

2. West Contra Costa Schools Police
  - a. Patrol Police Officers: The immediate supervisor for evaluation purposes of Patrol Police Officers shall be the Police Sergeant. The Police Sergeant shall notify the Police Officer five (5) working days prior to the evaluating meeting and shall include in such notice the time and place of such meeting which shall occur on District time. The Police Sergeant may request the Department Head to assist him in his evaluation of the Police Officer. In any case the evaluation shall be approved by signature of the Department Head.
  - b. Police Officers Assigned to a School: The immediate supervisor for evaluation purposes of Police Officers assigned to a school shall be the school principal or designated representative. The evaluator shall notify the Police Officer five (5) working days prior to the evaluation meeting and shall include in such notice the time and place of such meeting which shall occur on District time. The evaluator may request the Department Head to assist him/her in the evaluation of the Police Officer. The evaluation is then forwarded for final approval to the Division Head, who shall also indicate his/her approval by signature as well as on the evaluation form.

## **ARTICLE 14 SAFETY**

**Section 2.** Safety Committee: A safety committee shall be formed consisting of two (2) members appointed by the District and two (2) members appointed by Local No. 1 to represent the West Contra Costa Schools Police Department Unit, one (1) to represent Police Officers Assigned to Patrol, and one (1) to represent Police Officers Assigned to a School.

**Section 7.** Safety Equipment: All Police Officers shall be provided protective vests and Kell

lights. The District will provide all police officers with new protective vests. The District also will provide all police officers with rain gear.

**Section 8.** Gun Shoot: The District shall set up a schedule allowing Police Officers access to at least one (1) day and one (1) night shoot per year on District time.

## **ARTICLE 15 BENEFITS**

**Section 9.** Effective January 1, 1984, the District will provide each Police Officer a Long-Term Disability (LTD) Insurance Policy designated by Local No. 1.

## **ARTICLE 17 OVERTIME AND COMPENSATION FOR OVERTIME**

**Section 12.** Overtime payments shall be paid in accordance with all sections of this Agreement including the following: All hours worked beyond five (5) consecutive days shall be compensated at the appropriate overtime rate.

## **ARTICLE 18 EXPENSE CLAIMS**

**Section 4.** Uniforms: Newly-appointed Police Officers shall be furnished a regulation uniform. Uniform clothing allowance shall be twenty-five (\$25.00) dollars per month for each Police Officer. Effective July 1, 1990, uniform allowance shall be sixty-five (\$65.00) dollars per month.

### **Side Letter Number 1**

The parties agree that the Police Side letter, as contained in Mediated Settlement of July 25, 2002, shall not be part of this Collective Bargaining Agreement. It is agreed, however, that until such time that all issues regarding the elimination of police services and monitor dispatchers and the contracting out of the same services is resolved, the Police Side Letter will continue.

**SUPPLEMENT 4  
OFFICE AND TECHNICAL SERVICES UNIT**

**Side Letter of Agreement**

The District agrees to place a Clerk Typist I at all those Elementary Schools where the enrollment level is at five-hundred (500) students or more. The increased staffing shall be posted and implemented immediately upon ratification of this agreement in accordance with current contract provisions. The Clerk Typist I positions will be staffed in all applicable schools at a minimum of three and one-half (3-1/2) hours per day per position.

The District agrees to add Typist Clerk I help at those elementary schools which are below 500 enrollment by providing three hours per day Typist Clerk I staff. It is agreed that the work year for these employees will be 182 days.

The District will add Information and Literacy Assistant at the secondary level so that the number is equal to the number of Librarians, and the staffing will be "paired." It is understood that if there are future additions or deletions of library staffing at the secondary level, the staffing will be proportionately affected.

**ARTICLE 2  
UNION RECOGNITION**

4. The District recognizes Local No. 1 as the sole and exclusive bargaining agent for employees in the following classifications:

Account Clerk 1  
Account Clerk 2  
Accountant 2  
Accounting Technician  
Administrative Assistant--Food Service  
American Indian Educational Specialist  
Assistant Buyer  
Assistant Buyer, Textbooks and Publications  
Attendance Clerk  
Bindery Services Clerk  
Budget Control Clerk  
Buyer  
Buyer, Textbooks and Periodicals  
California Special Education Management Information System (CASEMIS)  
Technician  
Career Development Work Experience Office Secretary  
Chief Attendance Technician  
Children's Center Secretary  
Communications System Operator Receptionist  
Community Resource Assistant  
Construction Accounts Secretary  
Cultural Inclusion Specialist  
Data Control Technician  
Data Entry Clerk  
Data Processing Clerk



Documentation Clerk  
Employee Benefits Clerk  
Employee Benefits Specialist  
Employee Benefits Technician  
Employment Specialist  
Equipment Control Clerk  
Equipment Control/Computer Technician  
Equipment Support Technician  
Food Service Account Clerk  
Food Service Clerk 2  
Food Service Administrative Specialist  
Food Service Secretary  
Forms and Graphics Specialist  
General Clerk  
Information and Literacy Assistant  
Instructional Materials Specialist  
Instructional Materials Technician  
Knolls Center Secretary  
Library Resource Secretary  
Magnet Schools Recruitment, Marketing and  
Monitor Dispatcher  
Network Technician  
Operations Secretary  
Payroll Clerk  
Payroll Technical Assistant  
Payroll Technician  
Personnel Clerk  
Personnel Clerk--Bilingual  
Personnel Clerk--Substitute Placement  
Personnel/Credential Technician  
Personnel/Payroll Records Clerk  
Personnel Technician  
Personnel Technician 2  
Preschool Clerk 1  
Preschool Diagnostic Center Secretary  
Preschool Secretary  
Preschool Staff Secretary  
Programmer  
Programmer, Analyst  
Record Clerk  
Resource Center Specialist  
Resource Office Specialist  
School Secretary 1  
Secondary School Cashier  
Secretary, Administrative Services  
Secretary, Construction Accounts  
Secretary, Independent Study  
Secretary, Secondary Curriculum  
Senior Account Clerk  
Senior Account Clerk--Food Service

Senior Account Clerk, Special Programs  
Senior Accounting Technician  
Senior Budget Control Clerk  
Senior Buyer  
Senior Payroll Clerk  
Senior Programmer Analyst  
Senior Staff Secretary  
Special Education Career Development Work Experience Office Secretary  
Special Projects--Assessment Specialist  
Special Projects Education Assistant  
Special Services Secretary  
Specialist - Classified  
Staff Secretary  
Staff Secretary, Data Processing  
Staff Secretary Bilingual  
Stenographer Clerk 1  
Stenographer Clerk 2  
Student Enrollment Options Secretary  
Student Information Systems Technician  
Teacher Substitute Clerk  
Technical Assistant Visual Impaired  
Textbook Clerk  
Textbook and Publications Buyer  
Transportation Scheduler  
Transportation Specialist  
Twilight Clerk  
Typist Clerk 1  
Typist Clerk 1--Bilingual  
Typist Clerk 1/Work Experience Clerk  
Typist Clerk 2  
Typist Clerk 2--Bilingual  
Typist Clerk 3  
Typist Clerk 3—Bilingual  
VOIP Programmer Technician  
Word Processing Specialist  
Work Processing and PC System Operator  
Work Experience Office Secretary

## **ARTICLE 6 UNION RIGHTS**

**Section 9.** The District shall make available to the Union notification of all additions and/or terminations of classified personnel immediately following an executive session of the Board of Education.

**ARTICLE 10**  
**WORKING HOURS, REST PERIODS,**  
**LUNCH TIME, ABSENCE FROM DUTY,**  
**CALL-IN TIME**

**Section 1.** Working Hours: The standard work week for employees in the Office and Technical Services Unit shall consist of not more than thirty-seven and one-half (37-1/2) hours, seven and one-half (7-1/2) hours per day, Monday through Friday. Working hours shall be set according to the needs of the particular job and assignment.

All bargaining unit employees referred to as "ten-month" employees will be guaranteed a minimum of ten (10) months and eight (8) days, with the exception that School Secretary 1 shall be guaranteed a minimum of ten (10) months and ten (10) days working time. Any reduction in days or hours can only be done for lack of work or lack of funds and in accordance with layoff procedures.

Summer School Assignments: All summer work shall be considered regular employment and shall be in accordance with Education Code, Section 45102. All summer school assignments shall be posted and bids completed by no later than May 1.

**Section 3.** Lunch Time

1. Any School Secretary who is interrupted during his/her lunch period shall receive compensation at the rate of time and one-half for the entire lunch period.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

**Section 9.** Sick Leave: Absence due to personal illness, excluding pregnancy, shall be allowed up to fifteen (15) working days per fiscal year, July 1 through June 30, and shall be accumulative from year to year without limitation. Absence of less than one (1) full day shall be charged to the nearest quarter hour of absence. Personal illness of more than five (5) working days duration shall be verified by a statement from a licensed physician, advising that the person is physically able to do his/her regular work. The physician's statement shall verify the illness from the first (1) day of absence to the date of return to work. In cases of excessive absence or when abuse of sick leave is evident, following previous counsel with the employee, the school administration may request in writing that the employee furnish a physician's statement to verify any future absence of less than five (5) working days for the remainder of the school year.

When all available paid leaves are exhausted, the employee is placed on "Difference Leave." An employee on leave is paid the difference between his/her salary and that paid his/her substitute. This is paid for a maximum period of five (5) months. The five (5) month period is calculated from the sixteenth (16th) day of sick leave or last day of available sick leave, whichever comes first. When difference leave is exhausted, the employee with one (1) year of service shall be allowed health leave; an employee with less than one (1) year of service is placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the prescribed thirty-nine (39) months the employee is able to assume the duties of his/her position, the employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except those laid-off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

During the first six (6) months of employment, one and one-quarter (1-1/4) days of paid sick leave per calendar month shall be granted as earned at the end of each month. Employees who work less than full-time or less than a twelve (12) month calendar year shall be credited with sick leave on a prorata basis at the rate of one and one-quarter (1-1/4) days per month. If an employee whose regular full-time assignment is in a school where he/she is in regular contact with students contracts a communicable disease and it can be proved that the disease is attributable to employment, the employee shall not be charged sick leave for his/her necessary absence. In such cases, the employee shall file for Workers' compensation, and said compensation shall be deducted from monies earned.

**Section 15.** Break in Service: There shall be no break in service for an employee on a paid or unpaid leave of absence.

## **ARTICLE 12 TRANSFER**

At the same time any position is posted, the District shall mail one (1) copy of the posted vacancy to the Union.

**Section 2.** Voluntary Transfer – See Hiring Procedure, Article 16, Section 4(a)

## **ARTICLE 14 SAFETY**

**Section 2.** Safety Committee: A Safety Committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by Local No. 1 to represent the Office and Technical Unit.

**Section 6.** Insurance Provisions and Personal Safety

5. Office and Technical Services Unit
  - a. The Board shall within twenty (20) days of the consummation of this Agreement enter into an Agreement with a qualified insurer. Such

Agreement shall provide that an employee who, in the course of duty, is prosecuted for an alleged act for which the employee is held liable, shall be entitled without restriction to all reasonable expenses incurred in connection with defending against such prosecution including, but not limited to, reasonable attorneys fees for litigation and appeal, court costs, costs for obtaining witnesses, payments for transcripts, monies expended for subpoenas, depositions, interrogatories, and reasonable expenses in investigations made to prepare such defense. The Board shall pay the premium for such insurance policy.

- b. The Board shall within ten (10) days of the consummation of this Agreement enter into an Agreement with a qualified insurer. Such Agreement shall provide each employee acting within the scope of his/her employment with \$5,500,000 worth of coverage against personal liability for damage or death of a person, injury to a person, or damage or loss of property. Such insurance policy shall also cover all reasonable expenses incurred by the employee in connection with his/her defense, including all expenses which are relevant to defense of a civil suit enumerated in Section 6.5a above.

## **ARTICLE 24 LAYOFF AND REEMPLOYMENT**

### **Section 3.** Procedure for Office and Technical Services Unit:

1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to layoff employees, the District will issue notices of layoff to the employees affected.
2. Employees to be laid-off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
3. The notice shall be deposited in the U.S. mail no less than thirty (30) calendar days prior to the effective date of the layoff. Copies of notices shall be sent to the Union.
4. The notice shall contain the effective day of layoff, displacement rights, if any, and reemployment rights.
5. The notice shall also contain a statement that the employee may be eligible for unemployment insurance.

**Section 7.** An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list. However, failure to respond within the time specified or a refusal to accept four (4) offers of employment shall cause the individual's name to be permanently removed from the reemployment list.

**SUPPLEMENT 5  
TEMPORARY AND SUBSTITUTE EMPLOYEES**

**ARTICLE 2  
UNION RECOGNITION**

Effective October 17, 1983, all temporary and substitute employees working in classifications represented by Local No. 1 in the General Services, Maintenance and Operations Unit, the Paraprofessional Unit, the West Contra Costa Schools Police Unit and the Office and Technical Services Unit shall be designated as included within the appropriate respective bargaining unit for purposes of representation in accordance with the applicable law.

**ARTICLE 13  
EVALUATION**

During the initial six (6) months of employment with the District, substitute and short-term employees shall be evaluated at least twice in accordance with the provisions of this contract.

(Evaluation Form, Exhibit E)

**ARTICLE 16  
COMPENSATION**

**Section 3.** Promotion--Effect Upon Rate of Compensation

1. Filling of District Vacancies – See Hiring Procedure, Article 16, Section 4(a)

Temporary and substitute employees in each bargaining unit represented by Local No. 1 shall be eligible to participate in bidding for job vacancies in the order specified in Article 16 and seniority shall be based on hours of service to the District.

**EXHIBIT A**  
**SALARY SCHEDULES**  
**2009-2010**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CLASSIFIED PERSONNEL SALARY SCHEDULE  
JOB CLASSIFICATIONS  
2009-2012**

<b>Job Classification</b>	<b>Range</b>	<b>Job Classification</b>	<b>Range</b>
ACCOUNT CLERK I	45	ELECTRONICS REPAIRWORKER	66
ACCOUNT CLERK II	49	ELECTRONICS REPAIRWORKER ASST	61
ACCOUNTANT II	63	ELECTRONICS TECHNICIAN	70
ACCOUNTING TECHNICIAN	63	EMPLOYEE BENEFITS TECHNICIAN	55
ADMINISTRATIVE TECHNICIAN	62	EQUIPMENT CONTROL CLERK	48
AFTER SCHOOL GROUP LEADER	46	EQUIPMENT CONTROL TECHNICIAN	56
ASST ATTENDANCE TECHNICIAN	57	EQUIPMENT MECHANIC	66
ASSISTANT AUTO MECHANIC	62	EQUIPMENT SUPPORT TECHNICIAN	70
ASST BUYER	53	FACILITIES PLANR/OPER SPECILST	62
ASST TECHNOLOGY PARAPROFESSION	54	FIELD MAINT GROUNDS KPR	57
ASST TRUANCY PREVENTION	55	FIELD MAINT GROUNDS KPR LDWKR	63
ATTENDANCE CLERK	47	FOOD PRODUCTION LEAD WORKER	46
AUDIOMETRIST	59	FOOD SERVICE AIDE	35
AUTO MECHANIC	66	FOOD SERVICE AIDE/CLERK	39
AUTO MECHANIC ASST/TRAINEE PROGRAM	61	FOOD SERVICE CLERK	39
AUTO MECHANIC TRAINEE	56	FOOD SERVICE OPERATIONS ASST	57
BEHAVIORAL TECH	49	FOOD TRANSPORT DRIVER	56
BILINGUAL PARAPROFESSIONAL	48	GARDENER	56
BINDERY SERVICES CLERK	43	GARDENER LEAD WORKER	62
BUDGET CONTROL CLERK	53	GARDENER OPERATOR	60
BUILDING MAINTENANCE WORKER	56	GARDENER OPERATOR LEAD WORKER *	63
BUS MONITOR	43	GARDENER TREE TOPPER	61
BUYER	57	GARDENER TREE TOPPER LEAD WKR	65
CA SP ED (CASEMIS) TECHNICIAN	63	GENERAL CLERK	38
CARPENTER	66	GENERAL MECHANIC	66
CARPENTER/CABINET MAKER TRAINEE	56	GENERAL MECHANIC TRAINEE	56
CHIEF ATTENDANCE TECHNICIAN	59	GLAZIER	68
CHILD CARE AIDE	44	GLAZIER ASSISTANT	61
COMMUNICATIONS SYS OPER/RECEPT	51	GLAZIER TRAINEE	56
COMMUNITY RESOURCE ASSISTANT	43	GRADUATE TUTOR	65
COMPUTER OPERATOR	55	GRADUATE TUTOR BILINGUAL	66
COMPUTER OPERATOR TRAINEE	49	GROUNDS WORKER	48
CONCRETE MASON	66	HEAD CUSTODIAN ELEMENTARY	55
COORDINATOR PARENT ACTIVITIES	56	HEATING/VENTILATING ASSISTANT	61
COUNSELING PARA PROFESSIONAL	54	HEATING/VENTILATING MECHANIC	66



<b>Job Classification</b>	<b>Range</b>	<b>Job Classification</b>	<b>Range</b>
COUNSELOR AIDE-BILINGUAL	55	HUMAN RELATIONS SPECIALIST	53
CUSTODIAN	48	INFORMATION LITERACY ASSISTANT	51
DATA CONTROL TECHNICIAN	59	INFORMATION TECHNOLOGY HELPDESK	58
DATA ENTRY CLERK	51	INST AIDE	39
DATA ENTRY COORDINATOR	59	INST AIDE ADULT ED	43
DATA PROCESSING CLERK	39	INST AIDE BILINGUAL	40
DELIVERY WORKER	56	INST ASSIST SPECIAL ED **	43
DENTAL PROGRAM CLINICAL ASST	51	INST ASSIST SPECIAL ED BIL **	44
DESKTOP SUPPORT TECHNICIAN	70	INST ASSISTANT	54
DROUPOUT PREVENTION SPECIALIST	57	INST ASSISTANT BILINGUAL	55
DUPLICATION SPECIALIST	56	INST ASST SP ED HEARING IMPAIRED	51
ELECTRICIAN	66	INST ASST SP ED VISUAL IMPAIRED	51
ELECTRICIAN ASSISTANT	61	INSTRUCTIONAL MATERIAL SPECIALIST	55
ELECTRICIAN TRAINEE	56	INSTRUCTIONAL MATERIAL TECHNICIAN	60
INTERPRETER DEAF/HARD HEARING	63	ROOFER	66
INTERPRETER/TRANSLATOR-BILINGUAL	62	ROOFER ASSISTANT	61
IRRIGATION EQUIPMENT TECH	66	ROOFER TRAINEE	56
IRRIGATION TECHNICIAN	66	SAFETY/DISASTER PREPAR OFFICER	67
LIAISON PRIVATE INDUSTRY COUNCIL	57	SCH COMMUNITY OUTREACH SPC BIL	57
LIBRARY MEDIA SPECIALIST	56	SCH COMMUNITY OUTREACH SPECLST	56
LIBRARY RESOURCE SECRETARY	55	SCH COMMUNITY WORKER	52
LOCKSMITH	66	SCH COMMUNITY WORKER BILINGUAL	53
LOCKSMITH ASSISTANT	61	SCHOOL FACILITIES PLANNING SPC	62
LOCKSMITH TRAINEE	56	SCHOOL HEALTH AIDE	41
LOWER DIVISION TUTOR	35	SCHOOL LUNCH CASHIER	39
LOWER DIVISION TUTOR BILINGUAL	36	SCHOOL LUNCH WORKER I	35
MAILROOM TECH/DELIVERY WORKER	54	SCHOOL LUNCH WORKER II	43
MOBILE KITCHEN OPERATOR	52	SCHOOL POLICE OFFICER	67
NETWORK TECHNICIAN	74	SCHOOL SECRETARY I	55
OCCUPATIONAL THERAPIST	82	SECONDARY SCHOOL CASHIER	53
OFFICE MACHINE REPAIR WORKER	63	SECONDARY SITE SUPERVISOR	38
OFFSET PRESS OPERATOR	49	SECONDARY SITE SUPERVISOR BIL	39
OPERATIONS SECRETARY	61	SECRETARY ADMINISTRATIVE SERV	61
PAINTER	66	SENIOR ACCOUNT CLERK	53
PAINTER ASSISTANT	61	SENIOR ACCOUNTING CLERK-SP PROG	52
PAINTER LEAD WORKER	68	SENIOR ACCOUNTING CLERK FOOD SERV	55
PAINTER TRAINEE	56	SENIOR BUDGET CONTROL CLERK	61
PARENT AIDE	39	SENIOR BUYER	61
PARENT AIDE BILINGUAL	40	SENIOR COMPUTER OPERATOR	61

<b>Job Classification</b>	<b>Range</b>	<b>Job Classification</b>	<b>Range</b>
PARENT LIAISON WORKER	53	SENIOR DUPLICATION SPECIALIST	58
PAYROLL CLERK	53	SENIOR IRRIGATION EQUIPMENT TECH	68
PAYROLL TECHNICIAN	63	SENIOR KEY PUNCH OPERATOR	52
PAYROLL TECHNICIAN ASSISTANT	51	SENIOR LOCKSMITH	68
PERSONNEL CLERK	51	SENIOR OFFICE MACHINE REPAIRWK	67
PERSONNEL CLERK BILINGUAL	52	SENIOR OFFSET PRESS OPERATOR	56
PERSONNEL CLK SUB PLACEMENT	51	SENIOR PROGRAMMER ANALYST	74
PERSONNEL CREDENTIAL TECH	61	SENIOR WAREHOUSE WORKER	65
PERSONNEL TECHNICIAN	59	SHADE WORKER	66
PLUMBER	66	SHEET METAL WORKER	66
PLUMBER ASSISTANT	61	SPECIAL ED EMPLOYMENT SPECIALIST	64
PLUMBER TRAINEE	56	SPECIAL EDUCATION ASSISTANT SMILE	54
POT WASHER - FOOD SERVICE	37	SPECIAL EDUCATION ASSISTANT	49
PRESCHOOL COMMUNITY WORKER	52	SPECIAL EDUCATION MIS TECH	66
PRESCHOOL SECRETARY	55	STAFF SECRETARY	57
PROGRAMMER	64	STAFF SECRETARY BILINGUAL	58
PROGRAMMER ANALYST	70	STOCK CLERK CUSTODIAN	52
RESEARCH TESTING ASSISTANT	64	STOCK CLERK DRIVER	59
REGISTRAR	52	STORES WAREHOUSE DRIVER	60
TEXTBOOK CLERK	47	STUDENT CONTROL ASSISTANT	54
TRANSPORTATION SCHEDULER	63	STUDENT INFO SYSTEM TECHNICIAN	58
TECH ASST VISUAL IMPAIRED	54	STUDENT SUPERVISOR	55
TRANSPORATION SPECIALIST	71	TEACHER SUBSTITUTE CLERK	51
TYPIST CLERK I	43		
TYPIST CLERK I BILINGUAL	44		
TYPIST CLERK II	47		
TYPIST CLERK II BILINGUAL	48		
TYPIST CLERK III	51		
TYPIST CLERK III BILINGUAL	52		
UPPER DIVISION TUTOR	43		
UPPER DIVISION TUTOR BILINGUAL	44		
UTILITY WORKER	53		
UTILITY WORKER I *	56		
VOCATIONAL SPECIALIST	54		
VOIP - PROGRAMMER TECHNICIAN	84		
WAREHOUSE WORKER DRIVER	63		
WELDER	66		

\* May include a 5% License differential

\*\* May include 10% Differential for assisting with bathroom responsibilities

**SCHEDULE 5 - LOCAL ONE**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**CLASSIFIED SALARY SCHEDULE /254 DAYS/12 PAY**  
**2009-2012**

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
254	5	23	\$16,848.02	\$1,404.00	\$17,563.12	\$1,463.59	\$18,225.48	\$1,518.79	\$18,942.54	\$1,578.55	\$19,744.59	\$1,645.38
254	5	24	\$17,172.35	\$1,431.03	\$17,886.48	\$1,490.54	\$18,567.40	\$1,547.28	\$19,299.12	\$1,608.26	\$20,117.78	\$1,676.48
254	5	25	\$17,563.12	\$1,463.59	\$18,225.48	\$1,518.79	\$18,942.54	\$1,578.55	\$19,744.59	\$1,645.38	\$20,560.32	\$1,713.36
254	5	26	\$17,886.48	\$1,490.54	\$18,567.40	\$1,547.28	\$19,299.12	\$1,608.26	\$20,117.78	\$1,676.48	\$20,968.68	\$1,747.39
254	5	27	\$18,225.48	\$1,518.79	\$18,942.54	\$1,578.55	\$19,744.59	\$1,645.38	\$20,560.32	\$1,713.36	\$21,361.40	\$1,780.12
254	5	28	\$18,567.40	\$1,547.28	\$19,299.12	\$1,608.26	\$20,117.78	\$1,676.48	\$20,968.68	\$1,747.39	\$21,804.92	\$1,817.08
254	5	29	\$18,942.54	\$1,578.55	\$19,744.59	\$1,645.38	\$20,560.32	\$1,713.36	\$21,361.40	\$1,780.12	\$22,314.88	\$1,859.57
254	5	30	\$19,299.12	\$1,608.26	\$20,117.78	\$1,676.48	\$20,968.68	\$1,747.39	\$21,804.92	\$1,817.08	\$22,760.35	\$1,896.70
254	5	31	\$19,744.59	\$1,645.38	\$20,560.32	\$1,713.36	\$21,361.40	\$1,780.12	\$22,314.88	\$1,859.57	\$23,255.65	\$1,937.97
254	5	32	\$20,117.78	\$1,676.48	\$20,968.68	\$1,747.39	\$21,804.92	\$1,817.08	\$22,760.35	\$1,896.70	\$23,712.85	\$1,976.07
254	5	33	\$20,560.32	\$1,713.36	\$21,361.40	\$1,780.12	\$22,314.88	\$1,859.57	\$23,255.65	\$1,937.97	\$24,275.56	\$2,022.96
254	5	34	\$20,968.68	\$1,747.39	\$21,804.92	\$1,817.08	\$22,760.35	\$1,896.70	\$23,712.85	\$1,976.07	\$24,717.13	\$2,059.76
254	5	35	\$21,361.40	\$1,780.12	\$22,314.88	\$1,859.57	\$23,255.65	\$1,937.97	\$24,275.56	\$2,022.96	\$25,278.86	\$2,106.57
254	5	36	\$21,804.92	\$1,817.08	\$22,760.35	\$1,896.70	\$23,712.85	\$1,976.07	\$24,717.13	\$2,059.76	\$25,774.16	\$2,147.85
254	5	37	\$22,314.88	\$1,859.57	\$23,255.65	\$1,937.97	\$24,275.56	\$2,022.96	\$25,278.86	\$2,106.57	\$26,422.84	\$2,201.90
254	5	38	\$22,760.35	\$1,896.70	\$23,712.85	\$1,976.07	\$24,717.13	\$2,059.76	\$25,774.16	\$2,147.85	\$26,911.30	\$2,242.61
254	5	39	\$23,255.65	\$1,937.97	\$24,275.56	\$2,022.96	\$25,278.86	\$2,106.57	\$26,422.84	\$2,201.90	\$27,493.55	\$2,291.13
254	5	40	\$23,712.85	\$1,976.07	\$24,717.13	\$2,059.76	\$25,774.16	\$2,147.85	\$26,911.30	\$2,242.61	\$27,988.85	\$2,332.40
254	5	41	\$24,275.56	\$2,022.96	\$25,278.86	\$2,106.57	\$26,422.84	\$2,201.90	\$27,493.55	\$2,291.13	\$28,651.20	\$2,387.60
254	5	42	\$24,717.13	\$2,059.76	\$25,774.16	\$2,147.85	\$26,911.30	\$2,242.61	\$27,988.85	\$2,332.40	\$29,266.66	\$2,438.89
254	5	43	\$25,278.86	\$2,106.57	\$26,422.84	\$2,201.90	\$27,493.55	\$2,291.13	\$28,651.20	\$2,387.60	\$29,948.55	\$2,495.71
254	5	44	\$25,774.16	\$2,147.85	\$26,911.30	\$2,242.61	\$27,988.85	\$2,332.40	\$29,266.66	\$2,438.89	\$30,560.11	\$2,546.68
254	5	45	\$26,422.84	\$2,201.90	\$27,493.55	\$2,291.13	\$28,651.20	\$2,387.60	\$29,948.55	\$2,495.71	\$31,292.80	\$2,607.73
254	5	46	\$26,911.30	\$2,242.61	\$27,988.85	\$2,332.40	\$29,266.66	\$2,438.89	\$30,560.11	\$2,546.68	\$31,887.75	\$2,657.31
254	5	47	\$27,493.55	\$2,291.13	\$28,651.20	\$2,387.60	\$29,948.55	\$2,495.71	\$31,292.80	\$2,607.73	\$32,689.80	\$2,724.15
254	5	48	\$27,988.85	\$2,332.40	\$29,266.66	\$2,438.89	\$30,560.11	\$2,546.68	\$31,887.75	\$2,657.31	\$33,354.11	\$2,779.51
254	5	49	\$28,651.20	\$2,387.60	\$29,948.55	\$2,495.71	\$31,292.80	\$2,607.73	\$32,689.80	\$2,724.15	\$34,102.43	\$2,841.87

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
254	5	50	\$29,266.66	\$2,438.89	\$30,560.11	\$2,546.68	\$31,887.75	\$2,657.31	\$33,354.11	\$2,779.51	\$34,838.05	\$2,903.17
254	5	51	\$29,948.55	\$2,495.71	\$31,292.80	\$2,607.73	\$32,689.80	\$2,724.15	\$34,102.43	\$2,841.87	\$35,633.27	\$2,969.44
254	5	52	\$30,560.11	\$2,546.68	\$31,887.75	\$2,657.31	\$33,354.11	\$2,779.51	\$34,838.05	\$2,903.17	\$36,387.45	\$3,032.29
254	5	53	\$31,292.80	\$2,607.73	\$32,689.80	\$2,724.15	\$34,102.43	\$2,841.87	\$35,633.27	\$2,969.44	\$37,272.55	\$3,106.05
254	5	54	\$31,887.75	\$2,657.31	\$33,354.11	\$2,779.51	\$34,838.05	\$2,903.17	\$36,387.45	\$3,032.29	\$38,091.21	\$3,174.27
254	5	55	\$32,689.80	\$2,724.15	\$34,102.43	\$2,841.87	\$35,633.27	\$2,969.44	\$37,272.55	\$3,106.05	\$38,941.13	\$3,245.09
254	5	56	\$33,354.11	\$2,779.51	\$34,838.05	\$2,903.17	\$36,387.45	\$3,032.29	\$38,091.21	\$3,174.27	\$39,708.99	\$3,309.08
254	5	57	\$34,102.43	\$2,841.87	\$35,633.27	\$2,969.44	\$37,272.55	\$3,106.05	\$38,941.13	\$3,245.09	\$40,698.62	\$3,391.55
254	5	58	\$34,838.05	\$2,903.17	\$36,387.45	\$3,032.29	\$38,091.21	\$3,174.27	\$39,708.99	\$3,309.08	\$41,548.54	\$3,462.38
254	5	59	\$35,633.27	\$2,969.44	\$37,272.55	\$3,106.05	\$38,941.13	\$3,245.09	\$40,698.62	\$3,391.55	\$42,588.96	\$3,549.08
254	5	60	\$36,387.45	\$3,032.29	\$38,091.21	\$3,174.27	\$39,708.99	\$3,309.08	\$41,548.54	\$3,462.38	\$43,489.68	\$3,624.14
254	5	61	\$37,272.55	\$3,106.05	\$38,941.13	\$3,245.09	\$40,698.62	\$3,391.55	\$42,588.96	\$3,549.08	\$44,529.13	\$3,710.76
254	5	62	\$38,091.21	\$3,174.27	\$39,708.99	\$3,309.08	\$41,548.54	\$3,462.38	\$43,489.68	\$3,624.14	\$45,484.56	\$3,790.38
254	5	63	\$38,941.13	\$3,245.09	\$40,698.62	\$3,391.55	\$42,588.96	\$3,549.08	\$44,529.13	\$3,710.76	\$46,572.85	\$3,881.07
254	5	64	\$39,708.99	\$3,309.08	\$41,548.54	\$3,462.38	\$43,489.68	\$3,624.14	\$45,484.56	\$3,790.38	\$47,561.50	\$3,963.46
254	5	65	\$40,698.62	\$3,391.55	\$42,588.96	\$3,549.08	\$44,529.13	\$3,710.76	\$46,572.85	\$3,881.07	\$48,717.20	\$4,059.77
254	5	66	\$41,548.54	\$3,462.38	\$43,489.68	\$3,624.14	\$45,484.56	\$3,790.38	\$47,561.50	\$3,963.46	\$49,725.38	\$4,143.78
254	5	67	\$42,588.96	\$3,549.08	\$44,529.13	\$3,710.76	\$46,572.85	\$3,881.07	\$48,717.20	\$4,059.77	\$50,985.62	\$4,248.80
254	5	68	\$43,489.68	\$3,624.14	\$45,484.56	\$3,790.38	\$47,561.50	\$3,963.46	\$49,725.38	\$4,143.78	\$52,093.45	\$4,341.12
254	5	69	\$44,529.13	\$3,710.76	\$46,572.85	\$3,881.07	\$48,717.20	\$4,059.77	\$50,985.62	\$4,248.80	\$53,368.33	\$4,447.36
254	5	70	\$45,484.56	\$3,790.38	\$47,561.50	\$3,963.46	\$49,725.38	\$4,143.78	\$52,093.45	\$4,341.12	\$54,526.96	\$4,543.91
254	5	71	\$46,572.85	\$3,881.07	\$48,717.20	\$4,059.77	\$50,985.62	\$4,248.80	\$53,368.33	\$4,447.36	\$55,838.97	\$4,653.25
254	5	72	\$47,561.50	\$3,963.46	\$49,725.38	\$4,143.78	\$52,093.45	\$4,341.12	\$54,526.96	\$4,543.91	\$57,065.98	\$4,755.50
254	5	73	\$48,717.20	\$4,059.77	\$50,985.62	\$4,248.80	\$53,368.33	\$4,447.36	\$55,838.97	\$4,653.25	\$58,533.32	\$4,877.78
254	5	74	\$49,725.38	\$4,143.78	\$52,093.45	\$4,341.12	\$54,526.96	\$4,543.91	\$57,065.98	\$4,755.50	\$59,690.98	\$4,974.25
254	5	75	\$50,985.62	\$4,248.80	\$53,368.33	\$4,447.36	\$55,838.97	\$4,653.25	\$58,533.32	\$4,877.78	\$61,240.38	\$5,103.37
254	5	76	\$52,093.45	\$4,341.12	\$54,526.96	\$4,543.91	\$57,065.98	\$4,755.50	\$59,690.98	\$4,974.25	\$62,587.55	\$5,215.63
254	5	77	\$53,368.33	\$4,447.36	\$55,838.97	\$4,653.25	\$58,533.32	\$4,877.78	\$61,240.38	\$5,103.37	\$64,121.32	\$5,343.44

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
254	5	78	\$54,526.96	\$4,543.91	\$57,065.98	\$4,755.50	\$59,690.98	\$4,974.25	\$62,587.55	\$5,215.63	\$65,447.98	\$5,454.00
254	5	79	\$55,838.97	\$4,653.25	\$58,533.32	\$4,877.78	\$61,240.38	\$5,103.37	\$64,121.32	\$5,343.44	\$66,895.78	\$5,574.65
254	5	80	\$57,065.98	\$4,755.50	\$59,690.98	\$4,974.25	\$62,587.55	\$5,215.63	\$65,447.98	\$5,454.00	\$68,379.73	\$5,698.31
254	5	81	\$58,533.32	\$4,877.78	\$61,240.38	\$5,103.37	\$64,121.32	\$5,343.44	\$66,895.78	\$5,574.65	\$69,875.40	\$5,822.95
254	5	82	\$59,690.98	\$4,974.25	\$62,587.55	\$5,215.63	\$65,447.98	\$5,454.00	\$68,379.73	\$5,698.31	\$71,427.73	\$5,952.31
254	5	83	\$61,240.38	\$5,103.37	\$64,121.32	\$5,343.44	\$66,895.78	\$5,574.65	\$69,875.40	\$5,822.95	\$72,995.69	\$6,082.97
254	5	84	\$62,587.55	\$5,215.63	\$65,447.98	\$5,454.00	\$68,379.73	\$5,698.31	\$71,427.73	\$5,952.31	\$74,580.26	\$6,215.02
254	5	85	\$64,121.32	\$5,343.44	\$66,895.78	\$5,574.65	\$69,875.40	\$5,822.95	\$72,995.69	\$6,082.97	\$76,231.26	\$6,352.61

**Effective 7/1/09 salary schedule reduced by 6 furlough days for the 09/10, 10/11 and 11/12 school years only**

<b>LONGEVITY AFTER:</b>		<b>Monthly:</b>
<b>5 Years:</b>		<b>\$44.41</b>
<b>10 Years:</b>		<b>\$155.45</b>
<b>15 Years:</b>		<b>\$166.55</b>
<b>20 Years:</b>		<b>\$188.76</b>
<b>25 Years:</b>		<b>\$205.50</b>

**SCHEDULE 10 - LOCAL ONE**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**CLASSIFIED SALARY SCHEDULE /203 DAYS/11 PAY**  
**2009-2012**

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
203	10	31	\$15,780.26	\$1,434.57	\$16,432.66	\$1,493.88	\$17,072.00	\$1,552.00	\$17,833.97	\$1,621.27	\$18,583.88	\$1,689.44
203	10	32	\$16,077.81	\$1,461.62	\$16,760.37	\$1,523.67	\$17,426.85	\$1,584.26	\$18,188.82	\$1,653.53	\$18,952.80	\$1,722.98
203	10	33	\$16,432.66	\$1,493.88	\$17,072.00	\$1,552.00	\$17,833.97	\$1,621.27	\$18,583.88	\$1,689.44	\$19,401.14	\$1,763.74
203	10	34	\$16,760.37	\$1,523.67	\$17,426.85	\$1,584.26	\$18,188.82	\$1,653.53	\$18,952.80	\$1,722.98	\$19,752.97	\$1,795.72
203	10	35	\$17,072.00	\$1,552.00	\$17,833.97	\$1,621.27	\$18,583.88	\$1,689.44	\$19,401.14	\$1,763.74	\$20,204.33	\$1,836.76
203	10	36	\$17,426.85	\$1,584.26	\$18,188.82	\$1,653.53	\$18,952.80	\$1,722.98	\$19,752.97	\$1,795.72	\$20,598.38	\$1,872.58
203	10	37	\$17,833.97	\$1,621.27	\$18,583.88	\$1,689.44	\$19,401.14	\$1,763.74	\$20,204.33	\$1,836.76	\$21,116.08	\$1,919.64
203	10	38	\$18,188.82	\$1,653.53	\$18,952.80	\$1,722.98	\$19,752.97	\$1,795.72	\$20,598.38	\$1,872.58	\$21,510.13	\$1,955.47
203	10	39	\$18,583.88	\$1,689.44	\$19,401.14	\$1,763.74	\$20,204.33	\$1,836.76	\$21,116.08	\$1,919.64	\$21,973.55	\$1,997.60
203	10	40	\$18,952.80	\$1,722.98	\$19,752.97	\$1,795.72	\$20,598.38	\$1,872.58	\$21,510.13	\$1,955.47	\$22,366.60	\$2,033.33
203	10	41	\$19,401.14	\$1,763.74	\$20,204.33	\$1,836.76	\$21,116.08	\$1,919.64	\$21,973.55	\$1,997.60	\$22,900.38	\$2,081.85
203	10	42	\$19,752.97	\$1,795.72	\$20,598.38	\$1,872.58	\$21,510.13	\$1,955.47	\$22,366.60	\$2,033.33	\$23,387.92	\$2,126.17
203	10	43	\$20,204.33	\$1,836.76	\$21,116.08	\$1,919.64	\$21,973.55	\$1,997.60	\$22,900.38	\$2,081.85	\$23,933.77	\$2,175.80
203	10	44	\$20,598.38	\$1,872.58	\$21,510.13	\$1,955.47	\$22,366.60	\$2,033.33	\$23,387.92	\$2,126.17	\$24,425.33	\$2,220.48
203	10	45	\$21,116.08	\$1,919.64	\$21,973.55	\$1,997.60	\$22,900.38	\$2,081.85	\$23,933.77	\$2,175.80	\$25,011.39	\$2,273.76
203	10	46	\$21,510.13	\$1,955.47	\$22,366.60	\$2,033.33	\$23,387.92	\$2,126.17	\$24,425.33	\$2,220.48	\$25,486.86	\$2,316.99
203	10	47	\$21,973.55	\$1,997.60	\$22,900.38	\$2,081.85	\$23,933.77	\$2,175.80	\$25,010.97	\$2,273.72	\$26,127.20	\$2,375.20
203	10	48	\$22,366.60	\$2,033.33	\$23,387.92	\$2,126.17	\$24,425.33	\$2,220.48	\$25,486.86	\$2,316.99	\$26,657.97	\$2,423.45
203	10	49	\$22,900.38	\$2,081.85	\$23,933.77	\$2,175.80	\$25,011.39	\$2,273.76	\$26,127.20	\$2,375.20	\$27,257.09	\$2,477.92
203	10	50	\$23,387.92	\$2,126.17	\$24,425.33	\$2,220.48	\$25,486.86	\$2,316.99	\$26,657.97	\$2,423.45	\$27,842.14	\$2,531.10
203	10	51	\$23,933.77	\$2,175.80	\$25,010.97	\$2,273.72	\$26,127.20	\$2,375.20	\$27,257.09	\$2,477.92	\$28,479.47	\$2,589.04
203	10	52	\$24,425.33	\$2,220.48	\$25,486.86	\$2,316.99	\$26,657.97	\$2,423.45	\$27,842.14	\$2,531.10	\$29,081.60	\$2,643.78
203	10	53	\$25,010.97	\$2,273.72	\$26,127.47	\$2,375.22	\$27,257.09	\$2,477.92	\$28,479.47	\$2,589.04	\$29,789.29	\$2,708.12
203	10	54	\$25,486.86	\$2,316.99	\$26,657.97	\$2,423.45	\$27,842.14	\$2,531.10	\$29,081.60	\$2,643.78	\$30,443.71	\$2,767.61
203	10	55	\$26,127.20	\$2,375.20	\$27,257.09	\$2,477.92	\$28,479.47	\$2,589.04	\$29,789.29	\$2,708.12	\$31,122.24	\$2,829.29
203	10	56	\$26,657.97	\$2,423.45	\$27,842.14	\$2,531.10	\$29,081.60	\$2,643.78	\$30,443.71	\$2,767.61	\$31,735.44	\$2,885.04

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
203	10	57	\$27,257.09	\$2,477.92	\$28,479.47	\$2,589.04	\$29,789.29	\$2,708.12	\$31,122.24	\$2,829.29	\$32,524.55	\$2,956.78
203	10	58	\$27,842.14	\$2,531.10	\$29,081.60	\$2,643.78	\$30,443.71	\$2,767.61	\$31,735.44	\$2,885.04	\$33,205.10	\$3,018.65
203	10	60	\$29,081.70	\$2,643.79	\$30,443.17	\$2,767.56	\$31,736.32	\$2,885.12	\$33,206.12	\$3,018.74	\$34,757.89	\$3,159.81
203	10	61	\$29,788.30	\$2,708.03	\$31,122.44	\$2,829.31	\$32,526.85	\$2,956.99	\$34,037.63	\$3,094.33	\$35,588.44	\$3,235.31
203	10	62	\$30,443.71	\$2,767.61	\$31,735.44	\$2,885.04	\$33,205.10	\$3,018.65	\$34,758.20	\$3,159.84	\$36,350.50	\$3,304.59
203	10	63	\$31,122.44	\$2,829.31	\$32,526.85	\$2,956.99	\$34,037.63	\$3,094.33	\$35,588.44	\$3,235.31	\$37,221.22	\$3,383.75
203	10	64	\$31,736.32	\$2,885.12	\$33,206.12	\$3,018.74	\$34,757.89	\$3,159.81	\$36,351.64	\$3,304.69	\$38,011.75	\$3,455.61
203	10	65	\$32,524.55	\$2,956.78	\$34,034.42	\$3,094.04	\$35,587.52	\$3,235.23	\$37,223.05	\$3,383.91	\$38,936.98	\$3,539.73
203	10	66	\$33,205.10	\$3,018.65	\$34,758.20	\$3,159.84	\$36,351.50	\$3,304.68	\$38,011.15	\$3,455.56	\$39,740.17	\$3,612.74
203	10	70	\$36,351.64	\$3,304.69	\$38,011.75	\$3,455.61	\$39,741.15	\$3,612.83	\$41,633.54	\$3,784.87	\$43,578.63	\$3,961.69

Effective 7/1/09 salary schedule reduced by 5 furlough days for the 09/10, 10/11 and 11/12 school years only

LONGEVITY AFTER:		Monthly:
5 Years:		\$44.41
10 Years:		\$155.45
15 Years:		\$166.55
20 Years:		\$188.76
25 Years:		\$205.50

**SCHEDULES 11 through 23 - LOCAL ONE  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE - 11 Pay**

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
212	11	55	\$27,285.94	\$2,480.54	\$28,464.28	\$2,587.66	\$29,742.24	\$2,703.84	\$31,109.76	\$2,828.16	\$32,502.43	\$2,954.77
212	11	56	\$27,838.38	\$2,530.76	\$29,078.11	\$2,643.46	\$30,370.15	\$2,760.92	\$31,791.00	\$2,890.09	\$33,142.42	\$3,012.95

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
216	12	82	\$50,760.67	\$4,614.61	\$53,224.06	\$4,838.55	\$55,654.23	\$5,059.48	\$58,146.81	\$5,286.07	\$60,741.07	\$5,521.92
216	12	83	\$52,079.45	\$4,734.50	\$54,529.75	\$4,957.25	\$56,888.44	\$5,171.68	\$59,421.29	\$5,401.94	\$62,075.95	\$5,643.27

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
219	13	52	\$26,348.39	\$2,395.31	\$27,495.37	\$2,499.58	\$28,758.16	\$2,614.38	\$30,036.06	\$2,730.55	\$31,373.36	\$2,852.12
219	13	53	\$26,980.79	\$2,452.80	\$28,183.16	\$2,562.11	\$29,402.65	\$2,672.97	\$30,726.86	\$2,793.35	\$32,134.66	\$2,921.33
219	13	54	\$27,495.37	\$2,499.58	\$28,758.16	\$2,614.38	\$30,036.06	\$2,730.55	\$31,373.36	\$2,852.12	\$32,842.59	\$2,985.69
219	13	55	\$28,183.16	\$2,562.11	\$29,402.65	\$2,672.97	\$30,726.86	\$2,793.35	\$32,134.66	\$2,921.33	\$33,576.70	\$3,052.43

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
220	14	40	\$20,539.02	\$1,867.18	\$21,409.17	\$1,946.29	\$22,325.64	\$2,029.60	\$23,311.60	\$2,119.24	\$24,242.17	\$2,203.83
220	14	41	\$21,024.45	\$1,911.31	\$21,895.60	\$1,990.51	\$22,844.59	\$2,076.78	\$23,813.14	\$2,164.83	\$24,816.22	\$2,256.02
220	14	42	\$21,409.17	\$1,946.29	\$22,325.64	\$2,029.60	\$23,311.60	\$2,119.24	\$24,242.17	\$2,203.83	\$25,348.99	\$2,304.45
220	14	43	\$21,895.60	\$1,990.51	\$22,884.59	\$2,080.42	\$23,813.14	\$2,164.83	\$24,816.22	\$2,256.02	\$25,938.15	\$2,358.01
220	14	44	\$22,325.64	\$2,029.60	\$23,311.60	\$2,119.24	\$24,242.17	\$2,203.83	\$25,348.99	\$2,304.45	\$26,469.90	\$2,406.35



			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
220	14	45	\$22,884.59	\$2,080.42	\$23,813.14	\$2,164.83	\$24,816.22	\$2,256.02	\$25,938.15	\$2,358.01	\$27,103.37	\$2,463.94
220	14	46	\$23,311.60	\$2,119.24	\$24,242.17	\$2,203.83	\$25,348.99	\$2,304.45	\$26,469.90	\$2,406.35	\$27,621.03	\$2,511.00
220	14	47	\$23,813.14	\$2,164.83	\$24,816.22	\$2,256.02	\$25,938.15	\$2,358.01	\$27,103.37	\$2,463.94	\$28,313.92	\$2,573.99
220	14	48	\$24,242.17	\$2,203.83	\$25,348.99	\$2,304.45	\$26,469.90	\$2,406.35	\$27,621.03	\$2,511.00	\$28,892.00	\$2,626.55
220	14	49	\$24,816.22	\$2,256.02	\$25,938.15	\$2,358.01	\$27,103.37	\$2,463.94	\$28,313.92	\$2,573.99	\$29,538.57	\$2,685.32
220	14	50	\$25,348.99	\$2,304.45	\$26,469.90	\$2,406.35	\$27,621.03	\$2,511.00	\$28,892.00	\$2,626.55	\$30,175.06	\$2,743.19
220	14	51	\$25,938.15	\$2,358.01	\$27,103.37	\$2,463.94	\$28,313.92	\$2,573.99	\$29,538.57	\$2,685.32	\$30,867.96	\$2,806.18
220	14	53	\$27,103.37	\$2,463.94	\$28,313.92	\$2,573.99	\$29,538.57	\$2,685.32	\$30,867.96	\$2,806.18	\$32,283.95	\$2,934.90
220	14	54	\$27,621.03	\$2,511.00	\$28,892.00	\$2,626.55	\$30,175.06	\$2,743.19	\$31,518.55	\$2,865.32	\$32,991.95	\$2,999.27
220	14	55	\$28,313.92	\$2,573.99	\$29,538.57	\$2,685.32	\$30,867.96	\$2,806.18	\$32,283.95	\$2,934.90	\$33,729.16	\$3,066.29
220	14	56	\$28,892.00	\$2,626.55	\$30,175.06	\$2,743.19	\$31,518.55	\$2,865.32	\$32,991.95	\$2,999.27	\$34,393.85	\$3,126.71
220	14	57	\$29,538.57	\$2,685.32	\$30,867.96	\$2,806.18	\$32,283.95	\$2,934.90	\$33,729.16	\$3,066.29	\$35,248.89	\$3,204.44
220	14	62	\$32,990.95	\$2,999.18	\$34,393.85	\$3,126.71	\$35,986.09	\$3,271.46	\$37,668.98	\$3,424.45	\$39,395.17	\$3,581.38
220	14	64	\$34,394.86	\$3,126.81	\$35,986.13	\$3,271.47	\$37,668.98	\$3,424.45	\$39,395.64	\$3,581.42	\$41,193.87	\$3,744.90

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
221	15	51	\$26,060.61	\$2,369.15	\$27,226.97	\$2,475.18	\$28,441.66	\$2,585.61	\$29,672.48	\$2,697.50	\$31,007.03	\$2,818.82
221	15	52	\$26,587.39	\$2,417.04	\$27,745.68	\$2,522.33	\$29,020.81	\$2,638.26	\$30,312.06	\$2,755.64	\$31,659.71	\$2,878.16
221	15	53	\$27,226.97	\$2,475.18	\$28,441.66	\$2,585.61	\$29,672.48	\$2,697.50	\$31,007.03	\$2,818.82	\$32,429.22	\$2,948.11
221	15	54	\$27,744.67	\$2,522.24	\$29,021.82	\$2,638.35	\$30,312.06	\$2,755.64	\$31,657.69	\$2,877.97	\$33,140.31	\$3,012.76
221	15	55	\$28,441.66	\$2,585.61	\$29,671.47	\$2,697.41	\$31,007.03	\$2,818.82	\$32,431.23	\$2,948.29	\$33,883.63	\$3,080.33
221	15	56	\$29,021.82	\$2,638.35	\$30,312.06	\$2,755.64	\$31,657.69	\$2,877.97	\$33,140.31	\$3,012.76	\$34,549.40	\$3,140.85
221	15	57	\$29,671.47	\$2,697.41	\$31,007.03	\$2,818.82	\$32,431.23	\$2,948.29	\$33,883.63	\$3,080.33	\$35,407.54	\$3,218.87

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
222	16	54	\$27,870.33	\$2,533.67	\$29,150.62	\$2,650.06	\$30,452.07	\$2,768.37	\$31,804.89	\$2,891.35	\$33,292.69	\$3,026.61
222	16	55	\$28,572.43	\$2,597.49	\$29,806.39	\$2,709.67	\$31,146.11	\$2,831.46	\$32,577.50	\$2,961.59	\$34,035.08	\$3,094.10
222	16	56	\$29,151.63	\$2,650.15	\$30,450.06	\$2,768.19	\$31,804.89	\$2,891.35	\$33,293.70	\$3,026.70	\$34,703.94	\$3,154.90
222	16	68	\$38,009.94	\$3,455.45	\$39,752.59	\$3,613.87	\$41,568.77	\$3,778.98	\$43,458.50	\$3,950.77	\$45,532.55	\$4,139.32

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
207	17	43	\$20,601.38	\$1,872.85	\$21,533.86	\$1,957.62	\$22,405.80	\$2,036.89	\$23,349.99	\$2,122.73	\$24,406.47	\$2,218.77
207	17	44	\$21,004.64	\$1,909.51	\$21,931.26	\$1,993.75	\$22,810.03	\$2,073.64	\$23,850.89	\$2,168.26	\$24,905.42	\$2,264.13
207	17	45	\$21,533.86	\$1,957.62	\$22,405.80	\$2,036.89	\$23,349.99	\$2,122.73	\$24,406.47	\$2,218.77	\$25,502.01	\$2,318.36

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
240	19	49	\$27,074.96	\$2,461.36	\$28,298.85	\$2,572.62	\$29,569.16	\$2,688.11	\$30,889.91	\$2,808.17	\$32,222.77	\$2,929.34
240	19	50	\$27,651.09	\$2,513.74	\$28,874.98	\$2,625.00	\$30,131.16	\$2,739.20	\$31,516.49	\$2,865.14	\$32,918.97	\$2,992.63
240	19	52	\$28,874.98	\$2,625.00	\$30,131.16	\$2,739.20	\$31,516.49	\$2,865.14	\$32,916.95	\$2,992.45	\$34,383.00	\$3,125.73
240	19	53	\$29,569.16	\$2,688.11	\$30,889.91	\$2,808.17	\$32,222.77	\$2,929.34	\$33,671.67	\$3,061.06	\$35,220.45	\$3,201.86
240	19	56	\$31,516.49	\$2,865.14	\$32,916.95	\$2,992.45	\$34,383.00	\$3,125.73	\$35,992.32	\$3,272.03	\$37,519.92	\$3,410.90
240	19	57	\$32,222.77	\$2,929.34	\$33,671.67	\$3,061.06	\$35,220.45	\$3,201.86	\$36,795.47	\$3,345.04	\$38,453.22	\$3,495.75
240	19	68	\$41,091.70	\$3,735.61	\$42,978.49	\$3,907.14	\$44,938.94	\$4,085.36	\$46,981.12	\$4,271.01	\$49,223.07	\$4,474.82

			STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
DAYS	SCHEDULE	RANGE	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
206	20	50	\$23,738.01	\$2,158.00	\$24,784.84	\$2,253.17	\$25,862.83	\$2,351.17	\$27,053.45	\$2,459.40	\$28,256.14	\$2,568.74
206	20	51	\$24,287.07	\$2,207.92	\$25,379.14	\$2,307.19	\$26,512.44	\$2,410.22	\$27,658.82	\$2,514.44	\$28,902.74	\$2,627.52
206	20	74	\$40,327.27	\$3,666.12	\$42,249.97	\$3,840.91	\$44,223.94	\$4,020.36	\$46,280.38	\$4,207.31	\$48,410.22	\$4,400.93

DAYS	SCHEDULE	RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
			Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
205	23	39	\$18,770.23	\$1,706.38	\$19,592.71	\$1,781.16	\$20,402.12	\$1,854.74	\$21,325.14	\$1,938.65	\$22,189.85	\$2,017.26
205	23	40	\$19,138.23	\$1,739.84	\$19,949.65	\$1,813.60	\$20,803.30	\$1,891.21	\$21,720.30	\$1,974.57	\$22,590.03	\$2,053.64
205	23	41	\$19,592.71	\$1,781.16	\$20,402.12	\$1,854.74	\$21,325.14	\$1,938.65	\$22,189.85	\$2,017.26	\$23,124.95	\$2,102.27
205	23	42	\$19,949.65	\$1,813.60	\$20,803.30	\$1,891.21	\$21,720.30	\$1,974.57	\$22,590.03	\$2,053.64	\$23,620.65	\$2,147.33
205	23	43	\$20,402.12	\$1,854.74	\$21,325.14	\$1,938.65	\$22,189.85	\$2,017.26	\$23,124.95	\$2,102.27	\$24,170.64	\$2,197.33
205	23	44	\$20,803.30	\$1,891.21	\$21,720.30	\$1,974.57	\$22,590.03	\$2,053.64	\$23,620.65	\$2,147.33	\$24,664.33	\$2,242.21

205	23	46	\$21,720.30	\$1,974.57	\$22,590.03	\$2,053.64	\$23,620.65	\$2,147.33	\$24,664.33	\$2,242.21	\$25,736.17	\$2,339.65
205	23	47	\$22,189.85	\$2,017.26	\$23,124.95	\$2,102.27	\$24,170.64	\$2,197.33	\$25,256.56	\$2,296.05	\$26,382.69	\$2,398.43
205	23	48	\$22,590.03	\$2,053.64	\$23,620.65	\$2,147.33	\$24,664.33	\$2,242.21	\$25,736.17	\$2,339.65	\$26,920.62	\$2,447.33
205	23	49	\$23,124.95	\$2,102.27	\$24,170.64	\$2,197.33	\$25,256.56	\$2,296.05	\$26,382.69	\$2,398.43	\$27,522.90	\$2,502.08
205	23	50	\$23,620.65	\$2,147.33	\$24,664.33	\$2,242.21	\$25,736.17	\$2,339.65	\$26,920.62	\$2,447.33	\$28,118.14	\$2,556.19
205	23	51	\$24,170.64	\$2,197.33	\$25,256.56	\$2,296.05	\$26,382.69	\$2,398.43	\$27,522.90	\$2,502.08	\$28,759.64	\$2,614.51
205	23	52	\$24,664.33	\$2,242.21	\$25,736.17	\$2,339.65	\$26,920.62	\$2,447.33	\$28,118.14	\$2,556.19	\$29,367.95	\$2,669.81
205	23	53	\$25,256.56	\$2,296.05	\$26,382.69	\$2,398.43	\$27,522.90	\$2,502.08	\$28,759.64	\$2,614.51	\$30,081.84	\$2,734.71
205	23	54	\$25,736.17	\$2,339.65	\$26,920.62	\$2,447.33	\$28,118.14	\$2,556.19	\$29,367.95	\$2,669.81	\$30,742.43	\$2,794.77
205	23	55	\$26,382.69	\$2,398.43	\$27,522.90	\$2,502.08	\$28,759.64	\$2,614.51	\$30,081.84	\$2,734.71	\$31,428.17	\$2,857.11
205	23	56	\$26,920.62	\$2,447.33	\$28,118.14	\$2,556.19	\$29,367.95	\$2,669.81	\$30,742.43	\$2,794.77	\$32,048.55	\$2,913.50
205	23	57	\$27,522.90	\$2,502.08	\$28,759.64	\$2,614.51	\$30,081.84	\$2,734.71	\$31,428.17	\$2,857.11	\$32,847.90	\$2,986.17
205	23	58	\$28,118.14	\$2,556.19	\$29,367.95	\$2,669.81	\$30,742.43	\$2,794.77	\$32,048.55	\$2,913.50	\$33,532.63	\$3,048.42
205	23	59	\$28,759.64	\$2,614.51	\$30,081.84	\$2,734.71	\$31,428.17	\$2,857.11	\$32,847.90	\$2,986.17	\$34,373.21	\$3,124.84
205	23	60	\$29,367.95	\$2,669.81	\$30,742.43	\$2,794.77	\$32,048.55	\$2,913.50	\$33,532.63	\$3,048.42	\$35,100.17	\$3,190.92
205	23	61	\$30,081.84	\$2,734.71	\$31,428.17	\$2,857.11	\$32,847.90	\$2,986.17	\$34,373.21	\$3,124.84	\$35,938.74	\$3,267.16
205	23	62	\$30,742.43	\$2,794.77	\$32,048.55	\$2,913.50	\$33,532.63	\$3,048.42	\$35,100.17	\$3,190.92	\$36,708.93	\$3,337.18
205	23	63	\$31,428.17	\$2,857.11	\$32,847.90	\$2,986.17	\$34,373.21	\$3,124.84	\$35,938.74	\$3,267.16	\$37,587.72	\$3,417.07
205	23	64	\$32,048.55	\$2,913.50	\$33,532.63	\$3,048.42	\$35,100.17	\$3,190.92	\$36,708.93	\$3,337.18	\$38,386.06	\$3,489.64
205	23	65	\$32,847.90	\$2,986.17	\$34,373.21	\$3,124.84	\$35,938.74	\$3,267.16	\$37,587.72	\$3,417.07	\$39,319.15	\$3,574.47

Effective 7/1/09 salary schedule reduced by 5 furlough days for the 09/10, 10/11 and 11/12 school years only

LONGEVITY AFTER:	Monthly:
5 Years:	\$44.41
10 Years:	\$155.45
15 Years:	\$166.55
20 Years:	\$188.76
25 Years:	\$205.50

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
LOCAL ONE - STEP 1  
HOURLY AND OVERTIME RATES 2009 - 2012**

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
26	9.39	14.08	18.78	23.47
27	9.57	14.35	19.13	23.92
28	9.75	14.62	19.49	24.37
29	9.94	14.92	19.89	24.86
30	10.13	15.20	20.26	25.33
31	10.36	15.55	20.73	25.91
32	10.56	15.84	21.12	26.40
33	10.79	16.19	21.59	26.98
34	11.01	16.51	22.01	27.52
35	11.21	16.82	22.43	28.03
36	11.45	17.17	22.89	28.62
37	11.71	17.57	23.43	29.28
38	11.95	17.92	23.90	29.87
39	12.21	18.31	24.42	30.52
40	12.45	18.67	24.90	31.12
41	12.74	19.11	25.49	31.86
42	12.97	19.46	25.95	32.44
43	13.27	19.90	26.54	33.17
44	13.53	20.29	27.06	33.82
45	13.87	20.81	27.74	34.68
46	14.13	21.19	28.25	35.32
47	14.43	21.65	28.86	36.08
48	14.69	22.04	29.38	36.73
49	15.04	22.56	30.08	37.60
50	15.36	23.04	30.73	38.41
51	15.72	23.58	31.44	39.30
53	16.43	24.64	32.85	41.07
54	16.74	25.11	33.48	41.85
55	17.16	25.74	34.32	42.90
56	17.51	26.26	35.02	43.77
57	17.90	26.85	35.80	44.75
58	18.29	27.43	36.58	45.72
59	18.71	28.06	37.41	46.76
60	19.10	28.65	38.20	47.75
61	19.57	29.35	39.13	48.91
62	20.00	29.99	39.99	49.99
63	20.44	30.66	40.88	51.10
64	20.84	31.27	41.69	52.11
65	21.36	32.05	42.73	53.41
66	21.76	32.64	43.53	54.41
67	22.36	33.53	44.71	55.89
68	22.83	34.24	45.66	57.07
69	23.37	35.06	46.75	58.44
70	23.88	35.81	47.75	59.69
71	24.45	36.67	48.90	61.12
72	24.97	37.45	49.93	62.42
73	25.57	38.36	51.15	63.93
74	26.10	39.15	52.21	65.26
75	26.76	40.15	53.53	66.91
76	27.35	41.02	54.69	68.36
77	28.01	42.02	56.03	70.04

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
78	28.62	42.93	57.25	71.56
79	29.31	43.97	58.62	73.28
80	29.96	44.93	59.91	74.89
81	30.73	46.09	61.45	76.82
82	31.33	47.00	62.67	78.33
83	32.15	48.22	64.29	80.37
84	32.85	49.28	65.71	82.14
85	33.66	50.49	67.32	84.15

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
LOCAL ONE - STEP 2  
HOURLY AND OVERTIME RATES 2009 - 2012**

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
26	\$9.75	\$14.62	\$19.49	\$24.37
27	\$9.94	\$14.92	\$19.89	\$24.86
28	\$10.13	\$15.20	\$20.26	\$25.33
29	\$10.36	\$15.55	\$20.73	\$25.91
30	\$10.56	\$15.84	\$21.12	\$26.40
31	\$10.79	\$16.19	\$21.59	\$26.98
32	\$11.01	\$16.51	\$22.01	\$27.52
33	\$11.21	\$16.82	\$22.43	\$28.03
34	\$11.45	\$17.17	\$22.89	\$28.62
35	\$11.71	\$17.57	\$23.43	\$29.28
36	\$11.95	\$17.92	\$23.90	\$29.87
37	\$12.21	\$18.31	\$24.42	\$30.52
38	\$12.45	\$18.67	\$24.90	\$31.12
39	\$12.74	\$19.11	\$25.49	\$31.86
40	\$12.97	\$19.46	\$25.95	\$32.44
41	\$13.27	\$19.90	\$26.54	\$33.17
42	\$13.53	\$20.29	\$27.06	\$33.82
43	\$13.87	\$20.81	\$27.74	\$34.68
44	\$14.13	\$21.19	\$28.25	\$35.32
45	\$14.43	\$21.65	\$28.86	\$36.08
46	\$14.69	\$22.04	\$29.38	\$36.73
47	\$15.04	\$22.56	\$30.08	\$37.60
48	\$15.36	\$23.04	\$30.73	\$38.41
49	\$15.72	\$23.58	\$31.44	\$39.30
50	\$16.04	\$24.06	\$32.08	\$40.11
51	\$16.43	\$24.64	\$32.85	\$41.07
53	\$17.16	\$25.74	\$34.32	\$42.90
54	\$17.51	\$26.26	\$35.02	\$43.77
55	\$17.90	\$26.85	\$35.80	\$44.75
56	\$18.29	\$27.43	\$36.58	\$45.72
57	\$18.71	\$28.06	\$37.41	\$46.76
58	\$19.10	\$28.65	\$38.20	\$47.75
59	\$19.57	\$29.35	\$39.13	\$48.91
60	\$20.00	\$29.99	\$39.99	\$49.99
61	\$20.44	\$30.66	\$40.88	\$51.10
62	\$20.84	\$31.27	\$41.69	\$52.11
63	\$21.36	\$32.05	\$42.73	\$53.41
64	\$21.81	\$32.72	\$43.62	\$54.53
65	\$22.36	\$33.53	\$44.71	\$55.89
66	\$22.83	\$34.24	\$45.66	\$57.07
67	\$23.37	\$35.06	\$46.75	\$58.44
68	\$23.88	\$35.81	\$47.75	\$59.69
69	\$24.45	\$36.67	\$48.90	\$61.12
70	\$24.97	\$37.45	\$49.93	\$62.42

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
71	\$25.57	\$38.36	\$51.15	\$63.93
72	\$26.10	\$39.15	\$52.21	\$65.26
73	\$26.76	\$40.15	\$53.53	\$66.91
74	\$27.35	\$41.02	\$54.69	\$68.36
75	\$28.01	\$42.02	\$56.03	\$70.04
76	\$28.62	\$42.93	\$57.25	\$71.56
77	\$29.31	\$43.97	\$58.62	\$73.28
78	\$29.96	\$44.93	\$59.91	\$74.89
79	\$30.73	\$46.09	\$61.45	\$76.82
80	\$31.33	\$47.00	\$62.67	\$78.33
81	\$32.15	\$48.22	\$64.29	\$80.37
82	\$32.85	\$49.28	\$65.71	\$82.14
83	\$33.66	\$50.49	\$67.32	\$84.15
84	\$34.36	\$51.53	\$68.71	\$85.89
85	\$33.66	\$50.49	\$67.32	\$84.15

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
LOCAL ONE - STEP 3**

**HOURLY AND OVERTIME RATES 2009 - 2012**

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
26	\$10.13	\$15.20	\$20.26	\$25.33
27	\$10.36	\$15.55	\$20.73	\$25.91
28	\$10.56	\$15.84	\$21.12	\$26.40
29	\$10.79	\$16.19	\$21.59	\$26.98
30	\$11.01	\$16.51	\$22.01	\$27.52
31	\$11.21	\$16.82	\$22.43	\$28.03
32	\$11.45	\$17.17	\$22.89	\$28.62
33	\$11.71	\$17.57	\$23.43	\$29.28
34	\$11.95	\$17.92	\$23.90	\$29.87
35	\$12.21	\$18.31	\$24.42	\$30.52
36	\$12.45	\$18.67	\$24.90	\$31.12
37	\$12.74	\$19.11	\$25.49	\$31.86
38	\$12.97	\$19.46	\$25.95	\$32.44
39	\$13.27	\$19.90	\$26.54	\$33.17
40	\$13.53	\$20.29	\$27.06	\$33.82
41	\$13.87	\$20.81	\$27.74	\$34.68
42	\$14.13	\$21.19	\$28.25	\$35.32
43	\$14.43	\$21.65	\$28.86	\$36.08
44	\$14.69	\$22.04	\$29.38	\$36.73
45	\$15.04	\$22.56	\$30.08	\$37.60
46	\$15.36	\$23.04	\$30.73	\$38.41
47	\$15.72	\$23.58	\$31.44	\$39.30
48	\$16.04	\$24.06	\$32.08	\$40.11
49	\$16.43	\$24.64	\$32.85	\$41.07
50	\$16.74	\$25.11	\$33.48	\$41.85
51	\$17.16	\$25.74	\$34.32	\$42.90
53	\$17.90	\$26.85	\$35.80	\$44.75
54	\$18.29	\$27.43	\$36.58	\$45.72
55	\$18.71	\$28.06	\$37.41	\$46.76
56	\$19.10	\$28.65	\$38.20	\$47.75
57	\$19.57	\$29.35	\$39.13	\$48.91
58	\$20.00	\$29.99	\$39.99	\$49.99
59	\$20.44	\$30.66	\$40.88	\$51.10
60	\$20.84	\$31.27	\$41.69	\$52.11
61	\$21.36	\$32.05	\$42.73	\$53.41
62	\$21.81	\$32.72	\$43.62	\$54.53
63	\$22.36	\$33.53	\$44.71	\$55.89
64	\$22.83	\$34.24	\$45.66	\$57.07
65	\$23.37	\$35.06	\$46.75	\$58.44



<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
66	\$23.88	\$35.81	\$47.75	\$59.69
67	\$24.45	\$36.67	\$48.90	\$61.12
68	\$24.97	\$37.45	\$49.93	\$62.42
69	\$25.57	\$38.36	\$51.15	\$63.93
70	\$26.10	\$39.15	\$52.21	\$65.26
71	\$26.76	\$40.15	\$53.53	\$66.91
72	\$27.35	\$41.02	\$54.69	\$68.36
73	\$28.01	\$42.02	\$56.03	\$70.04
74	\$28.62	\$42.93	\$57.25	\$71.56
75	\$29.31	\$43.97	\$58.62	\$73.28
76	\$29.96	\$44.93	\$59.91	\$74.89
77	\$30.73	\$46.09	\$61.45	\$76.82
78	\$31.33	\$47.00	\$62.67	\$78.33
79	\$32.15	\$48.22	\$64.29	\$80.37
80	\$32.85	\$49.28	\$65.71	\$82.14
81	\$33.66	\$50.49	\$67.32	\$84.15
82	\$34.36	\$51.53	\$68.71	\$85.89
83	\$35.12	\$52.67	\$70.23	\$87.79
84	\$35.89	\$53.84	\$71.79	\$89.74
85	\$36.68	\$55.02	\$73.36	\$91.70

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

LOCAL ONE - STEP 4

HOURLY AND OVERTIME RATES 2009 - 2012

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
26	\$10.56	\$15.84	\$21.12	\$26.40
27	\$10.79	\$16.19	\$21.59	\$26.98
28	\$11.01	\$16.51	\$22.01	\$27.52
29	\$11.21	\$16.82	\$22.43	\$28.03
30	\$11.45	\$17.17	\$22.89	\$28.62
31	\$11.71	\$17.57	\$23.43	\$29.28
32	\$11.95	\$17.92	\$23.90	\$29.87
33	\$12.21	\$18.31	\$24.42	\$30.52
34	\$12.45	\$18.67	\$24.90	\$31.12
35	\$12.74	\$19.11	\$25.49	\$31.86
36	\$12.97	\$19.46	\$25.95	\$32.44
37	\$13.27	\$19.90	\$26.54	\$33.17
38	\$13.53	\$20.29	\$27.06	\$33.82
39	\$13.87	\$20.81	\$27.74	\$34.68
40	\$14.13	\$21.19	\$28.25	\$35.32
41	\$14.43	\$21.65	\$28.86	\$36.08
42	\$14.69	\$22.04	\$29.38	\$36.73
43	\$15.04	\$22.56	\$30.08	\$37.60
44	\$15.36	\$23.04	\$30.73	\$38.41
45	\$15.72	\$23.58	\$31.44	\$39.30
46	\$16.04	\$24.06	\$32.08	\$40.11
47	\$16.43	\$24.64	\$32.85	\$41.07
48	\$16.74	\$25.11	\$33.48	\$41.85
49	\$17.16	\$25.74	\$34.32	\$42.90
50	\$17.51	\$26.26	\$35.02	\$43.77
51	\$17.90	\$26.85	\$35.80	\$44.75
53	\$18.71	\$28.06	\$37.41	\$46.76
54	\$19.10	\$28.65	\$38.20	\$47.75
55	\$19.57	\$29.35	\$39.13	\$48.91
56	\$20.00	\$29.99	\$39.99	\$49.99
57	\$20.44	\$30.66	\$40.88	\$51.10
58	\$20.84	\$31.27	\$41.69	\$52.11
59	\$21.36	\$32.05	\$42.73	\$53.41
60	\$21.81	\$32.72	\$43.62	\$54.53
61	\$22.36	\$33.53	\$44.71	\$55.89
62	\$22.83	\$34.24	\$45.66	\$57.07
63	\$23.37	\$35.06	\$46.75	\$58.44
64	\$23.88	\$35.81	\$47.75	\$59.69
65	\$24.45	\$36.67	\$48.90	\$61.12

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
66	\$24.97	\$37.45	\$49.93	\$62.42
67	\$25.57	\$38.36	\$51.15	\$63.93
68	\$26.10	\$39.15	\$52.21	\$65.26
69	\$26.76	\$40.15	\$53.53	\$66.91
70	\$27.35	\$41.02	\$54.69	\$68.36
71	\$28.01	\$42.02	\$56.03	\$70.04
72	\$28.62	\$42.93	\$57.25	\$71.56
73	\$29.31	\$43.97	\$58.62	\$73.28
74	\$29.96	\$44.93	\$59.91	\$74.89
75	\$30.73	\$46.09	\$61.45	\$76.82
76	\$31.33	\$47.00	\$62.67	\$78.33
77	\$32.15	\$48.22	\$64.29	\$80.37
78	\$32.85	\$49.28	\$65.71	\$82.14
79	\$33.66	\$50.49	\$67.32	\$84.15
80	\$34.36	\$51.53	\$68.71	\$85.89
81	\$35.12	\$52.67	\$70.23	\$87.79
82	\$35.89	\$53.84	\$71.79	\$89.74
83	\$36.68	\$55.02	\$73.36	\$91.70
84	\$37.49	\$56.24	\$74.99	\$93.74
85	\$38.32	\$57.48	\$76.64	\$95.79

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

LOCAL ONE - STEP 5

HOURLY AND OVERTIME RATES 2009 - 2012

RANGE	HOURLY	O.T. @1.5	O.T. @ 2	O.T. @ 2.5
26	\$11.01	\$16.51	\$22.01	\$27.52
27	\$11.21	\$16.82	\$22.43	\$28.03
28	\$11.45	\$17.17	\$22.89	\$28.62
29	\$11.71	\$17.57	\$23.43	\$29.28
30	\$11.95	\$17.92	\$23.90	\$29.87
31	\$12.21	\$18.31	\$24.42	\$30.52
32	\$12.45	\$18.67	\$24.90	\$31.12
33	\$12.74	\$19.11	\$25.49	\$31.86
34	\$12.97	\$19.46	\$25.95	\$32.44
35	\$13.27	\$19.90	\$26.54	\$33.17
36	\$13.53	\$20.29	\$27.06	\$33.82
37	\$13.87	\$20.81	\$27.74	\$34.68
38	\$14.13	\$21.19	\$28.25	\$35.32
39	\$14.43	\$21.65	\$28.86	\$36.08
40	\$14.69	\$22.04	\$29.38	\$36.73
41	\$15.04	\$22.56	\$30.08	\$37.60
42	\$15.36	\$23.04	\$30.73	\$38.41
43	\$15.72	\$23.58	\$31.44	\$39.30
44	\$16.04	\$24.06	\$32.08	\$40.11
45	\$16.43	\$24.64	\$32.85	\$41.07
46	\$16.74	\$25.11	\$33.48	\$41.85
47	\$17.16	\$25.74	\$34.32	\$42.90
48	\$17.51	\$26.26	\$35.02	\$43.77
49	\$17.90	\$26.85	\$35.80	\$44.75
50	\$18.29	\$27.43	\$36.58	\$45.72
51	\$18.71	\$28.06	\$37.41	\$46.76
53	\$19.57	\$29.35	\$39.13	\$48.91
54	\$20.00	\$29.99	\$39.99	\$49.99
55	\$20.44	\$30.66	\$40.88	\$51.10
56	\$20.84	\$31.27	\$41.69	\$52.11
57	\$21.36	\$32.05	\$42.73	\$53.41
58	\$21.81	\$32.72	\$43.62	\$54.53
59	\$22.36	\$33.53	\$44.71	\$55.89
60	\$22.83	\$34.24	\$45.66	\$57.07
61	\$23.37	\$35.06	\$46.75	\$58.44
62	\$23.88	\$35.81	\$47.75	\$59.69
63	\$24.45	\$36.67	\$48.90	\$61.12
64	\$24.97	\$37.45	\$49.93	\$62.42
65	\$25.57	\$38.36	\$51.15	\$63.93

<b>RANGE</b>	<b>HOURLY</b>	<b>O.T. @1.5</b>	<b>O.T. @ 2</b>	<b>O.T. @ 2.5</b>
66	\$26.10	\$39.15	\$52.21	\$65.26
67	\$26.76	\$40.15	\$53.53	\$66.91
68	\$27.35	\$41.02	\$54.69	\$68.36
69	\$28.01	\$42.02	\$56.03	\$70.04
70	\$28.62	\$42.93	\$57.25	\$71.56
71	\$29.31	\$43.97	\$58.62	\$73.28
72	\$29.96	\$44.93	\$59.91	\$74.89
73	\$30.73	\$46.09	\$61.45	\$76.82
74	\$31.33	\$47.00	\$62.67	\$78.33
75	\$32.15	\$48.22	\$64.29	\$80.37
76	\$32.85	\$49.28	\$65.71	\$82.14
77	\$33.66	\$50.49	\$67.32	\$84.15
78	\$34.36	\$51.53	\$68.71	\$85.89
79	\$35.12	\$52.67	\$70.23	\$87.79
80	\$35.89	\$53.84	\$71.79	\$89.74
81	\$36.68	\$55.02	\$73.36	\$91.70
82	\$37.49	\$56.24	\$74.99	\$93.74
83	\$38.32	\$57.48	\$76.64	\$95.79
84	\$39.15	\$58.72	\$78.30	\$97.87
85	\$40.02	\$60.02	\$80.03	\$100.04

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**SUBSTITUTE SALARY SCHEDULE**  
**2009 - 2012**

<b>JOB TITLE</b>	<b>RANGE</b>	<b>HOURLY</b>	<b>JOB TITLE</b>	<b>RANGE</b>	<b>HOURLY</b>
<b>CLERICAL:</b>			<b>INSTRUCTIONAL AIDES:(cont'd)</b>		
Account Clerk	45	\$13.87	Special Ed. Assistant	49	\$15.04
Attendance Clerk	47	\$14.43	Inst. Asst - Spec Ed. - Hear Imp.	51	\$15.72
General Clerk	38	\$11.95	Inst. Asst - Spec. Ed. - Vis. Imp.	51	\$15.72
Info/Literacy Assistant	51	\$15.72	Interpreter for the Deaf	55	\$17.16
Office Manager, Jr High (SSA)	4/60	\$18.88	<b>SITE SUPERVISORS:</b>		
Office Manager, Sr High (SSA)	4/62	\$19.77	Elementary Playground Supervisor	27	\$9.57
Registrar	52	\$16.04	Secondary Site Supervisor	38	\$11.95
School Cashier - Secondary	53	\$16.43	Student Supervisor	55	\$17.16
School Secretary - Elementary	55	\$17.16	<b>FOOD SERVICE:</b>		
Staff Secretary	57	\$17.90	Food Service Aide	35	\$11.21
Typist Clerk I	43	\$13.27	Food Service Aide/Clerk	39	\$12.21
Typist Clerk I - Bilingual	44	\$13.53	School Lunch Cashier	39	\$12.21
Typist Clerk II	47	\$14.43	Food Service Clerk	39	\$12.21
Typist Clerk II - Bilingual	48	\$14.69	School Lunch Worker I	35	\$11.21
Typist Clerk III	51	\$15.72	School Lunch Worker II	43	\$13.27
Typist Clerk III - Bilingual	52	\$16.04	<b>TUTORS:</b>		
<b>MAINTENANCE:</b>			Bilingual	44	\$13.53
Custodian	48	\$14.69	JC/Lower Division	35**	\$11.21
<b>INSTRUCTIONAL AIDES:</b>			Upper division	43**	\$13.27
Instructional Aide	39	\$12.21	Graduate	65**	\$21.36
Instructional Aide - Bilingual	40	\$12.45	<b>OTHERS:</b>		
Instructional Asst - Special Ed.	43	\$13.27	Group Leader	46	\$14.13
Instructional Asst - Spec. Ed. Bil.	44	\$13.53	Student Worker	Min. Wage	\$8.00
Instructional Asst-Spec. Ed. *	43+ 10%	\$14.60	Babysitter		\$9.41
Instructional Asst-Spec. Ed. Bil. *	44 + 10%	\$14.88			

\*Instructional Asst - Special Ed - Range 43 + 10% - differential for assisting with bathroom responsibilities.

**\*\*TUTOR QUALIFICATIONS**

1. JC/Lower Division Tutor: has completed less than 60 semester units of college work.
2. Upper Division Tutor: has completed 60 or more semester units of college work.
3. Graduate Tutor: Is attending Grad School or has received a BA degree and has at least 8 units in the designated tutoring subject.

**EXHIBIT B**  
**PERFORMANCE RECORD/EVALUATION**

**EMPLOYEE PERFORMANCE RECORD**

**(DEPARTMENT COPY)**

**DATE SENT:** \_\_\_\_\_

**DATE DUE:** \_\_\_\_\_

___ 2-month probationary ___ 5-month probationary(fill out attached form) <b>FINAL</b> ___ Annual ___ Special	NAME	JOB TITLE
	DEPARTMENT	
	ANNIVERSARY DATE	DUE DATE

MARK (X) IN THE APPROPRIATE BOX BELOW

\*Unsatisfactory mark (x) requires statement(s) of explanation in Remarks column.

<b>1. KNOWLEDGE OF WORK:</b> Knowledge and understanding of all phases of this job and closely related matters.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Needs frequent instructions, even on routine jobs.	<input type="checkbox"/> <b>SATISFACTORY</b> Has a good working knowledge of job.	<input type="checkbox"/> <b>OUTSTANDING</b> Has a thorough knowledge of job.
	<b>REMARKS:</b>		
<b>2. INITIATIVE AND APPLICATION:</b> Resourcefulness, independent thinking, attention, and application to work.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Wastes time. Needs close supervision.	<input type="checkbox"/> <b>SATISFACTORY</b> Steady and willing worker. Requires little direction.	<input type="checkbox"/> <b>OUTSTANDING</b> Industrious. Highly resourceful and self-reliant.
	<b>REMARKS:</b>		
<b>3. QUALITY OF WORK:</b> The accuracy and thoroughness with which work meets recognized standards of performance.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Below standard. Errors repeated. Needs frequent checking.	<input type="checkbox"/> <b>SATISFACTORY</b> Meets accepted standards regularly. Needs little checking.	<input type="checkbox"/> <b>OUTSTANDING</b> Maintains high quality.
	<b>REMARKS:</b>		
<b>4. QUANTITY OF WORK:</b> Volume of work based upon recognized standards of performance.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Consistently low and behind schedule.	<input type="checkbox"/> <b>SATISFACTORY</b> Steady producer. Regularly meets recognized standards.	<input type="checkbox"/> <b>OUTSTANDING</b> High output.
	<b>REMARKS:</b>		
<b>5. RELATIONS WITH OTHER WORKERS:</b> Disposition, tact, courtesy, enthusiasm and sincerity as they affect fellow workers and others.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Hinders other employees' work.	<input type="checkbox"/> <b>SATISFACTORY</b> Makes a satisfactory impression.	<input type="checkbox"/> <b>OUTSTANDING</b> Creates a favorable impression.
	<b>REMARKS:</b>		
<b>6. DEPENDABILITY:</b> Compliance with instructions and regulations; reliability under varying conditions.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Frequently undependable.	<input type="checkbox"/> <b>SATISFACTORY</b> Dependable under normal circumstances.	<input type="checkbox"/> <b>OUTSTANDING</b> Thoroughly reliable on assignments.
	<b>REMARKS:</b>		
<b>ATTENDANCE AND PUNCTUALITY:</b> Promptness/regularity reporting for work.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> High absenteeism. Often late for work.	<input type="checkbox"/> <b>SATISFACTORY</b> Infrequently late/absent for work.	<input type="checkbox"/> <b>OUTSTANDING</b> Rarely late/absent for work.
	<b>REMARKS:</b>		

**If present job required leadership, or if you have had an opportunity to observe evidence of leadership on the job, appraise leadership characteristic below; Otherwise disregard this factor.**

<b>8. LEADERSHIP:</b> Ability to lead and train others and to get results through teamwork.	<input type="checkbox"/> <b>UNSATISFACTORY*</b> Unable to get satisfactory output from subordinates.	<input type="checkbox"/> <b>SATISFACTORY</b> Good on regular assignments. Has respect of group.	<input type="checkbox"/> <b>OUTSTANDING</b> Outstanding leader. Obtain high morale and output.
	<b>REMARKS:</b>		



**EMPLOYEE PERFORMANCE RECORD (continued)**

1. OVERALL RATING:       UNSATISFACTORY       SATISFACTORY       OUTSTANDING

2. SIGNATURE (S) OF SUPERVISOR(S) PREPARING EVALUATION: \_\_\_\_\_

3. REVIEWED WITH EMPLOYEE ON \_\_\_\_\_ BY \_\_\_\_\_  
AND DISCUSSED SPECIFIC SUGGESTIONS FOR DEVELOPMENT OR IMPROVEMENT AS NOTED BELOW:

\_\_\_\_\_  
\_\_\_\_\_

4. EMPLOYEE CERTIFICATION: I HAVE REVIEWED THIS REPORT. IN SIGNING IT, I DO NOT NECESSARILY AGREE WITH THE EVALUATION. I UNDERSTAND THAT IF I DESIRE, I HAVE THE RIGHT OF ADDING ANY COMMENTS IN THE SPACE BELOW: (USE ADDITIONAL SHEETS IF NEEDED.)

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE: \_\_\_\_\_  
Personnel form 203(5/99)      Distribution:      White – Personnel      Yellow – Employee      Pink - Site

TO BE COMPLETED AND RETURNED WITH EMPLOYEE PERFORMANCE RECORD

**FOR PROBATION EMPLOYEES ONLY:**

**EMPLOYEE NAME:**

\_\_\_\_\_

DATE SENT: \_\_\_\_\_

DATE DUE: \_\_\_\_\_

**RECOMMENDATION IN VIEW OF THIS APPRAISAL:  
(THE FOLLOWING TO BE FILLED OUT ONLY UPON MAKING THE FINAL (5 MONTH)  
RATING ON THE PROBATIONARY EMPLOYEE.)**

**I RECOMMEND THAT THIS EMPLOYEE BE PLACED ON PERMANENT STATUS. \_\_\_\_\_**

**I RECOMMEND THAT THIS EMPLOYEE BE REJECTED DURING THE PROBATIONARY  
PERIOD, EFFECTIVE \_\_\_\_\_, THE LAST DAY WORKED.  
(DATE)**

**SIGNED:** \_\_\_\_\_  
DIVISION HEAD/DEPARTMENT HEAD

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISTRIBUTION:**

**WHITE-PERSONNEL**

**YELLOW-EMPLOYEE**

**PINK - SITE**