

**AGREEMENT BETWEEN**  
**FALLBROOK UNION HIGH SCHOOL DISTRICT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 221**

**July 1, 2021 – June 30, 2024**

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THIS AGREEMENT MADE AND ENTERED into this 10th day of January 2022 by and between the Board of Trustees of the FALLBROOK UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT" and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, hereinafter referred to as the "UNION."

## **ARTICLE 1 - RECOGNITION**

The parties agree to use the meet and confer process to continue to examine the interests of both sides to revise the recognition article with the intention of ensuring the language is clear and unambiguous.

### **Section 1: Basis for Recognition**

The District recognizes the Union as the sole and exclusive bargaining representative for all regular classified and hourly unit members employed at its various location(s) in accordance with the certification issued by the Public Employment Relations Board on the 28th of March, 1979, in Case No. LA-R-585B pursuant to a Board conducted secret ballot election and in accordance with the District's Letter of Voluntary Recognition dated April 30, 1985.

### **Section 2: Inclusions**

The District hereby acknowledges that SEIU is the exclusive bargaining representative for all classified unit members holding those positions described in Appendix A – Classified Placement Schedule, attached hereto and incorporated by reference as part of this Agreement. This recognition excludes confidential, management, supervisory, short-term and substitute employees.

### **Section 3: New Classifications**

All new created positions in the classified service, except those excluded above, shall be assigned to the bargaining unit.

When a new classification or department covering work comparable to that done by unit members covered by this Agreement is established by the District, the Union will be notified and meet and confer will take place promptly as to whether such classification or department properly should be in the included or excluded group. The District shall not post vacancy announcements for any new classification until a meet and confer has been completed.

## **ARTICLE 2 - ORGANIZATIONAL SECURITY, EMPLOYEE INFORMATION, ORIENTATIONS, UNION RIGHTS AND MANAGEMENT RIGHTS**

### **Section 1: Union Membership and Organizational Security**

1. Any unit member who is a member of the Union or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of Union membership dues, initiation fees and general assessments in the Union. Pursuant to such authorization, the

District shall deduct one tenth (1/10) of such dues from the regular salary check of each unit member, each month, for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

2. The District shall rely on the Union's certified list and information, submitted by a representative of the Union who has authority to bind the Union, regarding authorizations, revocations and changes requested by a unit member.
3. With respect to all sums deducted by the District pursuant to Paragraph 1 above, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
4. The Union agrees to furnish any information needed by the District in a timely manner to fulfill the provisions of this Article.
5. The District and Union agree that membership-adding new members, maintaining current members, or canceling membership for those unit members who complete the process with the Union to do so-is entirely a function of the Union, and no part of the Collective Bargaining Agreement may interfere with Union membership processes.
6. The Union shall indemnify and hold the District harmless from any claims, demands, lawsuits, attorneys' fees and costs, arising out of or from, the provisions of this Section 1-of this Article. The District agrees to notify the Union in writing within thirty (30) days after receipt of any written claims, demands, or lawsuits arising out of, or from, the provisions of section 1 of this Article. Upon written request from the Union, the District will consult with the Union about the defense of any written claims, demands, or lawsuits. In defending and indemnifying the District, the Union shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.
7. The District shall not end dues deductions for a member who wishes to terminate his/her membership until the Union notifies the District that the request to drop membership has been approved by the Union.

## **Section 2: New Employee Information**

The District shall notify the Union of any newly hired unit member within ten (10) working days of the unit member's date of hire. The notification of any newly hired unit member shall include:

- a. Name
- b. Job Title

- c. Department/Work Location
- d. Home Address
- e. Phone Numbers – work, home, cellular (if on file with District)
- f. Personal email address (if on file with the District)

The District shall also provide the Union with an updated list of the information above for all employees in the bargaining unit in August, January and May unless more frequent or more detailed lists are agreed to with the Union.

### **Section 3: Third Party Requests for Unit Member Personal Information**

The District shall promptly notify the Union and the impacted unit member(s) of a third-party request for unit member personal contact information or personnel-record information. This includes, but is not limited to, California Public Records Act requests. The District shall promptly provide the Union a copy of the request and any materials submitted with the request. The District agrees to consider information submitted by the Union relative to the third-party request.

The District shall not disclose personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names to any unauthorized third-party, except as is required by law.

### **Section 4: New Employee Orientation Meetings**

The District shall provide written notice of the date, time and location of all new employee orientation meetings, by electronic mail, to the Union no less than ten (10) calendar days in advance of the District's annual new employee orientation meeting(s), and as much timely notice as possible for other orientation/onboarding meetings that may occur throughout the school year. In the event the District is unable to comply with the stated amount of advanced notice due to an urgent need critical to the employer's operations, the Union shall be provided as much notice as possible.

The scheduling of new employee orientation sessions is up to the District, based on District needs and staff availability. New employee orientations are generally held during the week before school starts, but the District reserves its right to schedule it at other times.

As part of the new employee orientation session, the Union shall have the right to hold a separate, in-person one (1) hour training to familiarize represented employees with the terms of this Agreement and discuss other labor relations issues during regular working hours. The District shall provide the Union with access to its facilities and audio visual equipment to conduct the training. The District agrees to release employees without loss in compensation to attend the training. The District shall grant one (1) Union designee release time, including reasonable time for travel and



set up, without loss in compensation to conduct any sessions, meetings, and training covered by this Article.

### **Section 5: Union Communications**

The Union shall have the right to post notices of activities and matters of Union concern on the Union bulletin boards. The Union shall also have the right to use staff mailboxes, Email, voicemail, and other means of electronic communication for appropriate communications with unit members.

The District shall provide institutional bulletin boards in areas which are easily accessible to all unit members in the bargaining unit, including the back wall bulletin board in the staff lounge.

Posting will be done by authorized Union Representatives, or Union Stewards, or Elected Officers.

### **Section 6: Use of Facilities**

The District shall provide meeting facilities for the Union members in this bargaining unit upon reasonable notice by the Union to the District. The Union shall complete and submit a Staff Request for Use of Facilities form (found in Appendix E) to request meeting facilities.

### **Section 7: Distribution of Agreement**

The District shall distribute electronic copies of the Agreement within thirty (30) days after ratification by both parties. An electronic copy shall also be posted on the District's website. Employees may use District resources to print a copy of the Agreement.

The District shall notify new employees of the location of the Agreement.

### **Section 8: Union Staff Representatives**

Union Staff Representatives shall be granted access at such reasonable times and to such proper areas of the District's premises, upon notice to the District and the designated site administrator when available, where unit members are employed, when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the unit members are employed and assisting in processing grievances.

### **Section 9: Union Stewards**

The District agrees to recognize not more than four (4) Union Stewards duly designated by the Union to conduct Union Business.

The Union will notify the District of the names and assignments of all duly appointed Union Stewards.

The District agrees that no unit member shall be discriminated against on account of membership in or activities on behalf of the Union.

Union Stewards or representatives designated by the Union shall have the right to process grievances or complaints during their regular working hours for reasonable periods of time without loss of time, pay or benefits.

### **Section 10: Unit Member Rights**

Unit members shall have the right to have a Union Steward and/or Union Representative present at any meeting with supervisors or management representatives, which are accusatory, investigatory or may lead to discipline.

### **Section 11: Management Rights**

The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States including but not without limiting the generality of the foregoing rights:

1. To determine and administer policies outside of the scope of bargaining.
2. Subject to the provisions of the law and this Agreement, to hire all unit members, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions and to promote and to transfer all such unit members.
3. To determine the curriculum.
4. To build, move or modify the facilities.
5. To develop and administer the budget.
6. To determine the methods of raising revenue.
7. Contracting out of work traditionally performed by the District is prohibited, except in bona fide emergencies or where the District's personnel does not possess the expertise required to perform such functions, provided that no unit members are displaced from their jobs and that such contracting out is of a temporary nature.
8. To take action on any matter in the event of an emergency: Emergency is defined as an unforeseen circumstance which presents an immediate and present danger or hazard to staff, students, or the general public and which requires immediate action. Emergency changes or assignments shall not extend beyond the period of the emergency.
9. To delegate to the Superintendent and other legally appointed officers of the operation of the school system, its properties and facilities including, but not limited to innovative and experimental and pilot investigation of new educational programs.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the duty to meet and confer on issues within the scope of bargaining, and then only to the extent such specific duty and express terms are in conformance with the laws of the State of California.

### **ARTICLE 3 - DEFINITIONS**

The following definitions are to be used in the Agreement in order to ensure that the language is consistent within the Agreement, in compliance with California Education Code, and provides a clear basis in which to interpret the provisions of the Agreement.

The words and phrases associated with the Agreement are defined in the below listed sections of this Article.

1. "Permanent position" - an employment position approved by the Board of Trustees as a permanent position in the classified service and, therefore, under the jurisdiction of the Agreement.
2. "Permanent unit member" - a classified service employee who has satisfactorily completed the probationary period prescribed by the Agreement and who has been selected by the Board of Trustees as a permanent employee.
3. "Permanent status" - the employment status of a permanent employee.
4. "Probationary unit member" - a classified service employee who is serving the probationary period specified in the Agreement.
5. "Short Term Employee" - an individual who is employed for a period of less than 50% of a school year; not considered a part of the classified services.
6. "Promotion" – the placement of a unit member into a position with a higher compensation rate.
7. "Demotion" – the voluntary or involuntary placement of a unit member into a position with a lower compensation rate.
8. "Class" - a group of positions established under the provisions of the Agreement sufficiently similar in respect to their duties and responsibilities that:
  - (a) the similar requirements as to education, experience, knowledge, and ability should be required of incumbents;
  - (b) the similar test of fitness may be used to choose qualified unit members;

(c) the similar schedule of compensation can reasonably and fairly be made to comply under the same or substantially the same conditions of employment.

9. "Classification" – an individual position with an assigned title, position description, minimum qualifications and salary range.
10. "Position" - a group of current duties and responsibilities, as described in a job description, requiring the employment of a unit member.
11. "Unit member" - a person who is employed in a position in the classified service or who is on authorized leave of absence.
12. "Applicant" - a person who has filed an application for a position with the District.
13. "Substitute employee" - an employee who works only in place of an absent employee or an employee on approved leave not considered a part of the classified service.
14. "Days" - days as referred to in this contract are working days unless otherwise specified.
15. "Reassignment" – the placement of a unit member in a position within their current class.
16. "Transfer"– the lateral move of a unit member to a different department and/or site in the same position.
17. "Seniority" – initiated on the date a unit member commences work for the District as a member of the classified service covered by this Agreement.
18. "Job Family" – a group of positions normally identified by such notations as "I, II, III, or Lead or Senior.
19. "School Year" – the time period that begins on the first day of regular instruction and ends on the final day of regular instruction.

## **ARTICLE 4 - JOB POSTING**

### **Section 1: Posting Vacancy Announcements**

Job posting announcements will be sent out electronically to all classified employees' email accounts by the Human Resources Department. The District will deliver hard copies of job posting announcements to the Union mailbox, and Union stewards shall post them on bulletin boards designated for Union use.

### **Section 2: Vacancy Announcements During Summer Recess**

Job posting announcements, which occur during the summer recess, shall be sent out electronically to all classified employees' email accounts regardless of their work year by the Human Resources Department.

## **ARTICLE 5 - RECRUITMENT AND SELECTION**

### **Section 1: Employment Policy**

Upon recommendation of the Superintendent, the Board of Trustees shall appoint each classified unit member of the School District. It is the policy of the Board of Trustees to appoint the best-qualified applicant for each position without regard to actual or perceived race, color, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, religious creed, physical or mental disability, medical condition, marital status, or genetic information.

### **Section 2: Selection**

The Superintendent shall establish selection procedures that shall ensure the employment of the best qualified applicants, based solely on merit, including such factors as skill, knowledge, personal qualifications, and potential for growth.

The interview panel for the vacancies shall consist of an equal number of classified and administrative members (whenever possible). For positions requiring unit members working directly in support of teachers, teachers may also participate on the interview panel, at the District's discretion. Teachers shall count as administrative members on the interview panel. The District shall pick their panel members and the Union shall pick their panel members. Both the District and the Union shall select panel members with direct experience in and/or knowledge of position.

The Interview Panel, striving for consensus, shall identify, in writing, the top 1, 2, or 3 candidates. Absent mitigating circumstances, as determined by the Superintendent, the top ranked candidate determined by the interview panel shall be offered the position and recommended to the Board of Trustees for hiring and employment. Should the top candidate be deemed ineligible, the position shall be offered to the next highest candidate as ranked by the panel, absent mitigating circumstances.

If the Superintendent does not select the top candidate, the District shall inform the Union Chapter President of the mitigating circumstance(s). Mitigating circumstances may include the following: reference feedback, background check issues, and the best interests of the District.

The Human Resources department agrees to notify the Union Chapter President, Union Chapter Vice President and Union Chapter Secretary via district email no later than the first day of a job posting. The Union Chapter President shall notify Human Resources in writing of who the appointed panel members for the Union shall be at least five (5) days prior to the scheduled interviews. Appointed panel members shall be notified at least three days before the scheduled interview by Human Resources. If a selected panel member(s) is unable to serve on the panel, then the District or the Union shall notify Human Resources in writing of any replacements. In the event no replacement appointment is made, it is understood the panel will conduct its responsibilities as constituted.

### **Section 3: Vacancies**

When vacancies occur, or new positions are created, as determined by the Superintendent, the open position shall be posted within the District for seven (7) calendar days. For notice of posting purposes, a day will be considered if the posting is online by 9:45 AM. If posted later than 9:45 AM, the seven (7) day count begins on the next day. The closing period will be at 4:00 PM on the seventh day.

The District will continue to provide written notice of vacancies; however, the time limit above refers to electronic postings. If two or more qualified unit members as determined by the District apply, the District shall conduct interviews and select a unit member for the position. If fewer than two qualified unit members apply, or no unit members apply, the District shall post for inside and outside District applicants. Where the applicants are equal, as determined by the District, seniority shall be the determining factor in filling vacancies. In the event two or more unit members have equal seniority; the unit members' seniority ranking shall be determined by lot.

Prior to a unit member's reassignment due to any reorganization (including but not limited to school calendar changes or new school site), s/he/they shall be consulted and notified in writing at least fifteen (15) calendar days in advance of the change. When such reassignments are involuntary, the least senior unit member involved shall be reassigned first unless that unit member lacks the necessary skills and qualifications for the position as determined by the District.

### **Section 4: Transfers**

Assignments and transfers of unit members shall be determined by the Superintendent, except as expressly modified by this Agreement. A transfer is defined as the lateral movement of a unit member to a different school site.

All unit members who are involved in transfers that are administratively initiated shall be consulted and notified in writing at least fifteen (15) calendar days in advance of the change. When such transfers are involuntary, then the least senior unit member in the applicable classification shall be reassigned first unless that unit member lacks the necessary skills and qualifications for the position, as determined by the District.

A member of the unit may request, in writing, a transfer from one position to another. If it is determined that a vacant position is to be filled by a transfer and all other factors are equal (i.e., training, experience, etc.), as determined by the Superintendent, the unit member with the greatest seniority shall be given the transfer.

### **Section 5: Increase in Hours for Part-time Positions**

If hours are increased in a part-time position for which there are two or more unit members with equivalent work hours, the most senior unit member in the classification, as determined by hire date, shall be granted the additional hours provided his/her/their most recent performance evaluation's overall rating is "meets requirements," "commendable" or "outstanding." The

additional hours will be assigned to the most senior unit member who is not currently assigned to work during the hours needed.

## **ARTICLE 6 - CLASSIFICATION AND ASSIGNMENT**

### **Section 1: Job Descriptions**

The Human Resources Department will develop, revise, and maintain classified job descriptions with the Principal(s) and heads of departments for services in the District. The Union shall be consulted using the meet and confer process on all newly created positions as well as changes to existing job descriptions. The Union and the Superintendent/Designee shall approve, in writing, classified job descriptions for positions represented by the Union before they are submitted to the Board of Trustees for approval. All current job descriptions shall be posted on the District's website.

## **ARTICLE 7 - PROBATIONARY PERIODS**

### **Section 1: Probationary Period**

All original appointments of classified unit members shall be to a probationary period of six months or 130 days of paid service, whichever is longer, from the date of their first working day. The probationary unit member shall be evaluated as set forth in Article 10 (Evaluations).

### **Section 2: Permanency**

A unit member who serves the required probationary period in a satisfactory manner shall be classified as a permanent unit member and shall be subject to dismissal only for just cause.

### **Section 3: Promotion**

A unit member who is promoted shall serve a probationary period of six (6) months in the higher classification. However, if the unit member is in a probationary status at the time of promotion, the time spent in the higher classification shall apply toward permanency on the lower classification.

### **Section 4: Reinstatement**

A permanent unit member who is serving a probationary period as a result of promotion and is released or self demotes during the higher classification probationary period shall be reinstated in his/her/their former classification and status unless there is just cause for dismissal.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- A. Both the District and the Union pledge their continuing effort to secure prompt disposition of requests, complaints, and grievances and agree that most complaints can be, should be and will be resolved in informal discussion.
- B. A grievance, as referred to in this Article, is a complaint by an employee or the Union that there has been a violation, misapplication or misinterpretation of a specific provision(s) of this Agreement.
- C. "Days" means school days (excluding summer school days), when school is in session. If time limits for action should expire during a weekend or holiday, action must be taken on the first school day after return to work.
- D. A grievance may be filed by an employee, or group of employees, covered by this Agreement or the Union on its own behalf or on behalf of an identified employee or group of employees. Each grievance must be initiated at the first step within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. If not timely filed, the grievance shall be considered untimely, waived and abandoned for all time.
- E. Time limits contained in the Grievance Procedure may be waived by mutual written consent of the Union and the District.
- F. The grievance procedure shall consist of the following steps:
  - 1. Step 1: Immediate Supervisor
    - a. Informal: The unit member and/or his/her/their representative(s) shall confer with the immediate supervisor in an attempt to settle the matter. The date of that discussion shall be documented and shared with the grievant and Chapter President. If the matter is not resolved within seven (7) calendar days of the documented date of their discussion, the unit member has seven (7) school days after the discussion to appeal the issue to a formal grievance.
    - b. Formal: A grievance shall be presented in writing to the immediate supervisor, either directly or through the Union representative. The immediate supervisor will render a written decision ten (10) calendar days after receipt of the Step 1 formal grievance.
  - 2. Step 2: Superintendent or Designee
    - a. If the grievant is not satisfied with the disposition of the grievance at Formal Step 1, then the grievant may file a written Step 2 grievance with the Superintendent within ten (10) school days after receipt of the Formal Step 1 written decision. The grievance shall be submitted in writing and set forth a description of the grievance including sufficient detail and dates surrounding the alleged grievance, the specific Article(s) and Article section(s)



of this Agreement that have been allegedly violated and/or policies allegedly violated, the name of the SEIU representative, and the remedy sought.

- b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her/their designee will meet with the grievant in an effort to resolve it. The grievant may be accompanied by a Union representative.
- c. The Superintendent or designee shall provide a written decision to the grievant and the stated SEIU representative not later than ten (10) days after the meeting.

### 3. Step 3: Mediation

- a. If the grievance is not resolved at Step 2, then the Union and the District may, by mutual agreement and within seven (7) school days after receipt of the Step 2 decision, seek the services of a neutral mediator. The California State Mediation and Conciliation Service (CSMCS) shall be asked to assign a mediator who will review the grievance and meet with both parties in an effort to resolve the grievance.
- b. If the grievance is not resolved through mediation, or if parties do not mutually agree to mediation, then the grievance may proceed directly to Binding Arbitration (Step 4) within ten (10) days after receipt of the Step 2 decision.
- c. The function of the mediator shall be to assist the parties to achieve a satisfactory resolution of the grievance.
- d. Within twenty (20) days of the request, the mediator shall meet with the grievant, or the Union and the District for the purpose of resolving the grievance.
- e. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, or the Union and the District.
- f. In the event the Union and District have not mutually agreed to proceed to mediation, or in the event the Union and the District have not resolved the grievance in mediation, see Step 4 below.
- g. All costs for the service of the mediator, including but not limited to, per diem expenses, the mediator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Union. All other costs will be borne by the party incurring them.

### 4. Step 4: Binding Arbitration

- a. The Union may request in writing to advance an unresolved grievance to binding arbitration within ten (10) days after issuance of the Step 2 written decision, or within ten (10) days after the time limits expire without issuance of the Superintendent's written decision at Step 2.
- b. In the event the Union and District have not mutually agreed to proceed to mediation, then the Union may request in writing, to the superintendent, to advance the unresolved

grievance to binding arbitration within ten (10) days after issuance of the Step 2 written decision, or within ten (10) days after the time limits expire without issuance of the Superintendent's written decision at Step 2.

- c. In the event the Union and the District have not resolved the grievance in mediation within ten (10) days from the first meeting held by the mediator, then the Union may terminate Step 3 (mediation) and the grievance may proceed to Step 4 within the same ten (10) day period.
- d. The parties shall attempt to mutually agree on an arbitrator within twenty (20) days receipt by the District of the Union's request for Arbitration. In the absence of such agreement, the parties shall request a list of arbitrators from the CSMCS.
- e. No party in interest (aggrieved unit member(s), Union or District) shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of this procedure.
- f. The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with the accepted rules of contract construction.
- g. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the District and the Union.
- h. If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If the parties request one (1) transcript, the total cost of the transcript shall be divided equally between the employer and the aggrieved.
- i. Absent mutual agreement (see section d above) an arbitrator shall be selected by the following procedures:

A representative of the Union and the District's representative shall select the arbitrator from the CSMCS list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.

All grievances reaching the arbitration step shall be numbered. The odd-numbered grievances will give the District first elimination.

- j. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to school days.
- k. Witnesses will be assured that their testimony will be kept confidential unless they choose to make it public.

- l. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper. The award of the arbitrator will be final and binding on the parties and a copy will be submitted to the Superintendent and the Union.
- m. All costs for the service of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and Union. All other costs will be borne by the party incurring them.

## **ARTICLE 9 - CAUSES FOR DISCIPLINE OR DISMISSAL**

A probationary unit member may be disciplined or dismissed at any time during the probationary period and such action shall not entitle the unit member to a hearing before the Board of Trustees. The School District will give fourteen (14) days' notice in case of intention to discharge. The District may reserve the right to give two weeks' pay in lieu of notice.

### **Section 1: Status of Permanent Unit Members**

After serving a probationary period of one (1) year, for an original appointment or six (6) months for a promotion, a unit member in the classified service shall thereupon be designated a permanent unit member unless otherwise stipulated in the negotiated agreement. No person in the permanent classified service shall be suspended, demoted or dismissed except for just cause.

### **Section 2: Procedures**

All unit members have the right to have a Union steward and/or a Union staff representative present at any meeting with supervisors or management representatives when meetings are disciplinary in nature or when the unit member reasonably believes disciplinary action might result.

Each unit member has the right to inspect his/her/their personnel records.

Information of derogatory nature shall not be entered into a unit member's personnel records unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member shall have the right to enter, and have attached to any derogatory statement, their own comments. The review shall take place during normal business hours and the unit member shall be released from duties for this purpose without salary reduction. The unit member shall not have to inspect personnel records at a time when the unit member is actually required to render services to the District.

Unit members shall be provided a copy of all written material to be placed in their personnel file, and upon request.

No unit member can be disciplined for any incident after thirty (30) days following the occurrence or knowledge of said incident by the District which has not been brought to the attention of the unit member either verbally or in writing.

When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the unit member in solving those problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction.

### **Section 3: Causes for Discipline or Dismissal**

The continued employment of permanent classified unit members is contingent upon proper performance of assigned duties and personal fitness. No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, nor for any cause that arose more than two years preceding the date of filing the notice of disciplinary charges unless such cause was concealed or not disclosed by such unit member and it could reasonably be assumed the unit member should have disclosed the facts to the District. A permanent unit member may be disciplined, or dismissed for cause, which shall include but not be limited to the following:

1. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability, or failure to perform the assigned duties in a satisfactory manner.
2. Insubordination, failure to obey reasonable directions or observe reasonable rules of school district supervisors, or willful and persistent violation of the provisions of the Education Code.
3. Conviction of any felony; conviction of a misdemeanor involving moral turpitude; dishonesty, immoral conduct, drunkenness on duty; addiction to or use of illegal substance; or fraud in obtaining employment with this school district.
4. Political activity during the assigned hours of duty.
5. Persistent discourteous, abrasive or offensive conduct towards the public, coworkers, students, or other willful failure of good conduct tending to injure the public service.
6. Physical or mental incapacity.
7. Excessive absence from duty, repeated and/or unexcused absence or tardiness, improper use of sick leave.
8. Carelessness or negligence in the performance of duty or in the care or use of district property.

9. Abandonment of position.

#### **Section 4: Notice of Intended Disciplinary Action**

Prior to the Superintendent's recommendation to the Board for discipline or dismissal, the permanent unit member shall receive, in writing, notice of the intended disciplinary action unless extraordinary circumstances exist.

The notice of intended disciplinary action shall state:

- (1) notice of the proposed action;
- (2) the reasons therefore;
- (3) that the unit member and/or Union representative has an opportunity to examine any materials upon which the action is based;
- (4) that the unit member and/or Union representative has the right to respond, either orally or in writing, within a fifteen (15) working day period of time; and
- (5) that if the unit member elects not to respond to the letter within the fifteen (15) working day time limit, the unit member shall be considered to have waived his/her/their right to respond.

#### **Section 5: Action Before the Board**

A permanent classified unit member may be considered for discipline or dismissal by the Board on the recommendation of the Superintendent initiated by the filing with the Board of a written notice of disciplinary action.

1. The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is placed, a statement of the cause for the action taken and, if it is claimed that a unit member has violated a rule or regulation of the public school District, such regulation shall be set forth in said notice.
2. The notice shall also contain a statement of the unit member's right to a hearing and Union representation on the charges. The notice shall include a card or paper, the signing and filing of which shall constitute a demand for the hearing and a denial of all charges. The card shall be filed with the Board within fifteen (15) working days of the service of the notice of disciplinary action on the unit member. The notice shall be personally delivered to the unit member and Union representative, or sent by registered mail, return receipt requested.
3. If no request for a hearing is received by the District within the time specified in the notice, the unit member shall be deemed to have waived his/her/their right to a hearing and the discipline may be imposed by the Board as indicated in the notice or the charges may be dismissed.

4. If the unit member requests a hearing within the time stated in the notice, the Board shall decide whether the hearing will be conducted by the Board itself or by a referee appointed by the Board with the approval of the Union.
  - a. If the Board determines to conduct the hearing itself, the hearing shall be set as soon as practicable. Written notice of the time and place of the hearing shall be sent by personal delivery or registered mail to the unit member and/or Union representative and all other parties concerned at least ten (10) working days prior to the hearing.
  - b. If the Board determines that the hearing should be conducted by a referee, it will appoint such referee with approval of the Union. The referee shall set the hearing as soon as practicable. Written notice of the time and place of the hearings shall be sent by personal delivery or registered mail to the unit member and Union representative and all other parties concerned at least ten (10) working days prior to the hearing.
  - c. The hearing shall be held at such a place as may be most convenient to the Board or referee, to the unit member, and to all other parties concerned.
  - d. At the hearing, the District shall have the burden of setting forth and proving the charges as made and the level of discipline to be imposed. The unit member and/or Union representative may present a response to the charges.
  - e. Following the hearing of the Board, the referee shall make findings of all facts pertinent to the decision in the matter. Where the hearing is conducted by a referee, the referee shall transmit in writing to the Board his/her/their findings of fact, recommendations, and recommended decision. Prior to making findings or rendering a decision based upon a hearing conducted by a referee, the Board may require a transcript or summary of all testimony, plus other evidence received by the referee, may refer the matter back to the referee for further proceedings, or may set the matter for additional hearing before itself.
  - f. After the Board has made its findings, following the conclusion of the hearing or a written review of the recommendation of the referee, the Board will render its decision as to whether to impose discipline and what the appropriate discipline shall be. The decision of the Board shall be final.
  - g. A copy of the written findings and decision of the Board of Trustees in the case shall be served on the unit member and Union representative by personal delivery or by registered mail.

## **ARTICLE 10 - EVALUATIONS**

### **Section 1: Permanent Unit Member Evaluations**

Performance evaluations for regular permanent unit members shall be completed within thirty (30) calendar days of the unit member's anniversary date of hire. Evaluations shall be reported on appropriate forms in accordance with these provisions:

## **Section 2: Probationary Unit Member Evaluations**

Performance evaluations for regular probationary unit members shall be completed at least one time during the probationary period.

## **Section 3: Special Evaluations**

Upon the recommendation of the Supervisor and the approval of the Superintendent/designee, there may be an additional evaluation for either a permanent or probationary unit member if there are performance concerns.

## **Section 4: Evaluation Process**

- a. At the beginning of the school year, the District shall inform each unit member, in writing, as to who is their immediate supervisor. The evaluation shall be prepared by the immediate supervisor and discussed with the unit member. Findings and recommendations shall be based upon information obtained by the immediate supervisor from direct knowledge.
- b. Evaluation Procedures
  - i. Unit members will be evaluated on performance characteristics currently in the District evaluation documents, along with the job responsibilities outlined in the unit member's job description.
  - ii. A unit member with work deficiencies shall be given notice of the deficiency(ies) and counseled with suggestions for improvement.
  - iii. During the evaluation conference, the unit member and supervisor will discuss, sign and/or acknowledge receipt of the evaluation document. Acknowledgement of receipt does not indicate agreement or disagreement with the completed evaluation document.
  - iv. The unit member shall have a copy of the evaluation document after each conference with the supervisor.

## **Section 5: Appeal of Evaluations**

If a unit member disagrees with his/her/their evaluation, he/she/they may submit a written rebuttal which shall be attached to the unit member's Performance Evaluation.

## **ARTICLE 11 - RESIGNATIONS**

A classified unit member who desires to resign in good standing shall submit the resignation in writing to the Superintendent at least two weeks in advance of the intended resignation date. Resignations submitted to the Superintendent are final on his/her/their acceptance. The Board of Trustees will act to record the effective date, which shall not be later than the end of the current school year.

## **ARTICLE 12 - LAYOFF PROCEDURE: REDUCTIONS IN HOURS AND REEMPLOYMENT**

### **Section 1: Definitions**

**Classification:** An individual position with an assigned title, position description, minimum qualifications and salary range.

**Class:** Agreement sufficiently similar in respect to their duties and responsibilities that: (a) the similar requirements as to education, experience, knowledge and ability should be required of incumbents (b) the similar test of fitness may be used to choose qualified unit members (c) the similar schedule of compensation can reasonably and fairly be made to comply under the same or substantially the same conditions of employment.

**Layoff:** Action taken by the Board of Trustees to separate an employee from a position because of lack of work or lack of funds.

**Reduction:** Action taken by the Board of Trustees to shorten a position in hours or days worked.

**Seniority:** Initiated on the date a unit member commences work for the District as a member of the classified service covered by this agreement.

**Reemployment List:** List that includes the names, date of hire, and prior classifications occupied of all employees laid off or reduced in each classification who are eligible for reemployment without re-examination in the classification from which they were laid off.

**Bumping Rights:** Displacement of an employee by another employee with greater seniority within the classification, or a classification previously occupied, in which they are deemed qualified.

### **Section 2: Reason for Layoff or Reduction**

Whenever it becomes necessary to reduce the number of classified unit members or reduce hours worked because of lack of work or lack of funds, the Superintendent shall recommend the specific unit positions to be impacted.

### **Section 3: Notice of Layoff**

The Union and the District agree to Meet and Confer over specific positions to be recommended for layoff or reduction in hours thirty (30) calendar days prior to any recommendations made to the Board.



The Union will be given a complete list of the positions proposed for layoff/reduction in hours of bargaining unit members at Meet and Confer.

#### **Section 4: Order of Layoff, Bumping Rights and Re-employment**

The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority.

No permanent employee shall be laid off or reduced in hours from any position while employees are serving a limited term, provisional, or temporary positions in the same class unless the permanent employee declines said position.

An employee whose position is eliminated maintains the right to bump or displace other employees with less seniority within the classification, or a classification previously occupied (by the employee whose position is eliminated), if the employee is deemed qualified.

Displacement or bumping rights must be exercised not later than five (5) days of notice of layoff. Reemployment and recall shall be in seniority order. Unit members who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

Notification of reemployment shall be made by personal contact or certified mail to the former unit member's last known mailing address. The former unit member must indicate acceptance of the job offer within ten (10) working days after receipt of personal contact or service of the notification. The former unit member must be available within ten (10) working days of notice.

Unit members who have been laid off or reduced in hours because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time they shall be reemployed into their former job classification in preference to new applicants. If a unit member refuses an equal offer of reemployment, s/he shall be precluded from future re-employment with the District. Unit members on the reemployment list shall be notified by email, if provided, of any classified vacancies that arise at the District. The reemployment list shall be made available to the union to include the following info: employee's name, previously held position(s), layoff date, and seniority status.

#### **Section 5: Impact and Effects**

Any reduction in hours in regularly assigned daily time or vacant positions shall be treated as a layoff in accordance with the process outlined in this Article.

Within ten (10) working days of the notice of layoffs or reductions in hours, the Union and District agree to bargain the impact and effects of the decision to layoff or reduce the hours of bargaining unit members. The parties agree that failure to reach agreement on any proposed layoffs or involuntary reduction of hours will not prevent the District from proceeding with a layoff/reduction of hours within the provisions of this Agreement.

## **ARTICLE 13 - IN-SERVICE TRAINING**

### **Section 1: In-Service Training**

There will be at least one in-service training session per unit member section each year. The District Preservice Day meets the minimum of one in-service training session. All classified employees, regardless of their regular work hours, are required to attend the District Preservice Day. The District may make an exception for one or more employees due to special circumstances.

The Superintendent will make reasonable efforts to see that voluntary in-service training is available to all interested unit members. The Union will be informed prior to in-service being offered to unit members except when training is specific to job assignments.

### **Section 2: Professional Growth Credit**

The District recognizes that classified unit members are an integral part of the Fallbrook Union High School District and that due to rapidly changing and increasingly technical and complex demands on such staff, there is a defined need for continuing education. To encourage continuing education, the District agrees to recognize through salary increments the professional growth efforts of its classified unit members.

Professional growth may include educational activities which increase knowledge and skills in the unit member's regular assignment or enhance his/her/their qualifications for promotional opportunities, increase awareness and understanding of fields related to the unit member's area of assignment, or result in an increased awareness of human and social factors which have application to the unit member's assignment.

Credit toward professional growth increments may be earned through colleges, adult school, vocational training programs, or through attendance at special seminars or training sessions. To receive professional growth credits, all courses must be taken outside the unit member's established District hours of employment, unless the Superintendent or designee in Human Resources rules that special circumstances are involved. All courses must be approved in advance by the Superintendent or designee in Human Resources and the Union Chapter president or designee to count towards a professional growth salary increment using the Application for Approval of Classified Professional Growth Credits (see form in Attachment D). Both parties must agree to approval of the form in order for it to be valid.

Fifteen (15) hours of class time shall equal one point, and fifteen (15) points (225 hours of class time) shall entitle the unit member to a fifty dollar (\$50.00) per month worked increment, provided that a grade of "C" or better is received. Pass/fail credit is acceptable for non graded courses. Unit members may earn up to a maximum of four (4) increments totaling two hundred dollars (\$200.00) per month worked. Transcripts or verification of completion of approved courses must be submitted to the District no later than sixty (60) days from the date of completion. The total amount for all unit member participants shall not exceed \$12,000 per year. Points may be earned only for approved courses begun on or after July 1, 2021, and increments will be prorated for part-time unit members. After verification of credits by the Superintendent or designee in

Human Resources, increments will be paid on the following month's warrant. The District will notify the unit member in writing of approval of the courses and provide the total amount the unit member will receive including the date of the first warrant that will include the compensation. A copy of this information will be provided to the Union President.

## **ARTICLE 14 - COMPENSATION**

### **Section 1: Wages**

During the term of this Agreement, the District shall increase or decrease the SEIU salary schedule by the same percentage increase or decrease equal to that received by the Certificated Bargaining Unit employees for the same period; however, in the event the higher increase provided certificated bargaining unit employees is based on special circumstances uniquely affecting certificated employees' terms and conditions of employment, the District shall have the option of reopening negotiations with SEIU in lieu of automatically implementing these provisions. The Union and the District agree to Meet and Confer prior to any recommendation to the Board of Trustees that would decrease compensation.

Unit members will be compensated based on the Salary Schedule as listed in Appendix A reflecting the following amounts:

3.5% increase effective July 1, 2021, paid retroactively.

Step movement on the Wage Schedule shall be based upon the unit member's anniversary date. It is understood that the District may hire unit members at Step "A" or above.

A unit member who is permanently assigned to a higher classification shall be placed at the salary rate indicated on the salary schedule for the new classification that is the next highest dollar amount to the unit member's current salary. The increase in salary from promotion shall be approximately five percent (5%).

Unit members will receive annual accounting of their balances of vacation and sick leave through a uniform method.

In the 2021-2022 school year the District conducted a Market Compensation Study to review job classifications and competitive and sustainable compensation practices. As a result of the study, the following job classifications shall be adjusted and the classified salary placement schedule (Appendix A) will reflect the following changes:

Job Description	Current Grade	Proposed Grade as of July 1, 2021	Average % Increase	No. of Filled Positions
Finance Clerk	15	17	5.04%	1
Accountant	28	29	1.07%	1

Clerk Typist II	10	11	2.48%	4
Secretary - Special Education and Student Services	21	24	2.56%	1
Network Support Technician	26	30	8.85%	2
PC Support Technician	19	24	13.14%	1
Information System Technician	19	25	15.98%	1
Custodian II	12	16	10.25%	9
Senior Custodian	15	19	10.26%	1
Custodian/Groundskeeper	13	14	2.5%	1
Grounds Crew Lead	15	19	9.03%	1
Groundskeeper	13	14	2.47%	2
General Maintenance II	17	22	13.03%	2
Campus Supervisor	09	12	7.63%	6
Food Serv. Asst. I	01	06	11.56%	9
Food Serv. Asst. II	03	10	15.67%	2
Food Serv. Asst. III	07	15	21.52%	1
Athletic Trainer	22	25	7.68	1

Salary grade changes will go into effect the first full month after board approval of this agreement and are not retroactive.

## **Section 2: Shift Differential Pay**

A regular classified unit member assigned to work a regular, continuing schedule of eight hours per day in which one-half or more of his/her/their regular shift is worked after 6:00 p.m., a regular part-time unit member who is assigned to work a regular continuing schedule in which four or more hours are worked after 6:00 p.m., or a regular unit member who is assigned to a regular continuing schedule the hours of which are substantially unusual for their class of employment such as Saturday or Sunday, shall be entitled to shift differential pay. Such differential shall be 7.5%. Those unit members who regularly work Saturday or Sunday shall receive a shift differential of 10% above the unit member's regular salary. If any of the unit members enumerated above work four or more hours between the hours of 1:00 a.m. to 7:00 a.m., they shall be entitled to a 10% differential.

### **Section 3: Longevity**

The District will add Step 6 and Step 10 on Salary Plan 1 (Classified Annual) and Plan 9 (Classified Hourly). Step 6 shall be a 5% increase from Step 5 and Step 10 shall be a 5% increase from Step 6 (see Appendix A).

The revised salary schedule and longevity increment shall be effective January 1, 2022. Employees shall be placed on the appropriate salary schedule and longevity increment based on their years of service. Employees shall not be entitled to retroactive salary or longevity increment.

After fourteen (14) years of regular, continuous service (part-time or full-time), an increment in salary shall be provided at the beginning of the fifteenth (15th) year. The value of the increment will be determined on the basis of two percent (2%) of the base pay figure in accordance with the salary schedule. An additional 2% shall be added at the beginning of the twentieth (20th), twenty-fifth (25th) and thirtieth (30th) years of regular, continuous service.

### **Section 4: Work Out of Classification**

If a unit member is assigned to work in a higher classification for more than one (1) work day, s/he/they will receive an upward salary adjustment, equivalent to the class worked, for the days worked.

### **Section 5: Training**

The District shall provide paid training whenever it is mutually agreed upon by the Union and District Administration that it is necessary for a unit member to receive additional training to do his/her/their job.

### **Section 6: Bilingual Pay**

The District shall designate as a "bilingual equivalent position" any position in any of the classified classifications which it, in its sole discretion, determines is required to utilize speaking, reading, and writing skills in a language other than English. The District must determine it needs the service of a bilingual employee for more than twenty-five percent (25%) of the unit member's work schedule. To be considered for designation as a "bilingual equivalent position," the employee's additional language must be a primary language spoken by 15% or more of the pupils in the designated site as determined from the census data submitted to the CDE pursuant to Section 52164 in the preceding year.

All employees in the following classifications shall be eligible to be identified as "bilingual equivalent positions." These classifications are: Clerical/Secretarial, Paraprofessional (with the exception of Paraprofessional I, Bilingual), Career/Voc Ed Coordinator, Guidance Technician, and Health Technician. All employees within these classifications that pass the advanced bilingual skills examination will be deemed "bilingual equivalent positions." All other classifications

recommended by the Joint Labor-Management Relations Committee and designated by the District will be limited to one (1) bilingual designated position.

The District's determination of modifications to the eligible classifications shall be made after receiving the advisory recommendation of the Joint Labor-Management Relations Committee as to the need for a bilingual designation of the position. Bilingual designation of a position within the unit shall remain in effect until the Joint Labor-Management Relations committee advises the District that there is no longer a need and the District removes the designation.

Individuals in an identified "bilingual equivalent position" must pass an advanced bilingual skills examination certifying his/her/their competence in speaking, reading, and writing the language.

Individuals determined by examination to be in a "bilingual equivalent position" may be administratively requested to provide translation and/or interpretation services as needed including in IEP meetings, parent conferences, board meetings, special events, and written parent communications. These individuals shall have the right to turn down requests for after-hours work of this type. Any services performed outside of the regular work day shall be compensated at the appropriate hourly rate for the position and will include the bilingual premium if that position is designated as a "bilingual equivalent position".

Employees will be given the opportunity to take the advanced bilingual skills examination once every other year.

In recognition of the fact that the unit member is in a District designated "bilingual equivalent position", compensation shall be one grade above the regular compensation grade for such position.

### **Section 8: Unit Members Who Substitute**

Unit members who substitute shall be paid at Step A of the job being performed. When there are opportunities to substitute outside of regularly scheduled hours, eligible unit members will have first priority over the substitute list.

### **Section 9: Uniforms**

The District shall require uniform shirts for the following groups of classified unit members:

Custodial  
Food Service Workers  
Grounds  
Maintenance  
Campus Supervisors

Each shirt will have a patch with "Fallbrook Union High School District" or "Fallbrook High School" and a separate patch with the unit member's first name on it. The choice of color shall be the decision of the unit members, subject to approval by the District.

An initial allotment of five (5) shirts shall be distributed to each unit member required to wear a uniform shirt. Annually, the District will provide two (2) uniform shirts for replacement. If a uniform shirt is damaged beyond repair or destroyed in the course of District employment, the District shall provide an off schedule replacement uniform shirt.

Each Campus Supervisor shall be provided with a windbreaker, a rain jacket, a pair of rain pants, a pair of rain boots, to be stored at the Fallbrook High School campus when not in use.

Each unit member required to wear uniform shirts shall begin his/her/their work shift in a clean uniform shirt.

If shorts are worn, they should be of an appropriate length, at least 2/3 (two-thirds) of the way to the knee between the inseam and the knee. No reimbursement for pants/shorts will be given. Unit members wishing to acquire additional uniform pieces over the District allotment shall be able to purchase them through the District at cost.

## **ARTICLE 15 - MAINTENANCE OF STANDARDS**

### **Section 1: No Reduction in Standards**

The District agrees that all conditions of employment relating to wages, hours of work and overtime differential shall be maintained at not less than the highest standard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is tacitly agreed between the parties that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the District or the Union in complying with the terms and conditions of this Agreement, if such errors are corrected within ninety (90) days from the date of error.

This provision does not give the District the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

### **Section 2: Past Practice and Legally Provided Benefits**

Past practice, to be binding on both parties, must be unequivocal, clearly enunciated and acted upon, readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

### **Section 3: Individual Agreements**

The District agrees not to enter into any agreement or contract with the member(s) of the bargaining unit, individually or collectively, which, in any way, conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### **Section 4: Changes in Job Duties**

If substantial changes are made in regular job duties, requirements of any job, work schedules, or hours, either the Union or the District may propose a revision of the wage standards of that job. Such proposals shall be handled through a process that is mutually agreeable to both parties. If no agreement is reached in a matter proposed by the Union, the matter will proceed in accordance with the grievance procedure as set forth in the Agreement. If no agreement is reached in a matter proposed by the District, the District may implement the proposal, and after implementation, the Union may proceed in accordance with the grievance procedure as set forth in the Agreement.

#### **Section 5: District Policies and Procedures**

Each agreement entered into by the Board of Trustees with a duly recognized exclusive representative shall constitute a commitment by the Board to the provisions of the Agreement for its duration. The provision of the unit member agreement shall be binding on the Board and all unit members covered by the agreement.

### **ARTICLE 16 - INSURANCE**

#### **Section 1: Health, Dental, Life and Vision Insurance**

Effective January 1, 2022, the District shall contribute annually the following amounts to the Tiered Health Insurance Premium Caps:

Employee only	\$6,620.00
Employee + spouse	\$12,900.00
Employee + child(ren)	\$11,210.00
Family	\$17,830.00

Any health insurance premium cost in excess of the respective tier will be paid by unit members through automatic payroll deductions.

The District will provide all eligible unit members coverage without additional cost for dental insurance (employee and dependents) and vision insurance (employee only).

During the term of this Agreement the District shall increase its maximum total health and welfare benefit District contributions on behalf of the eligible SEIU. Bargaining Unit Members by the same dollar amount as any increases to Certificated Bargaining Unit employees for the same period.

With regard to life insurance coverage, eligible unit members will have \$50,000 coverage up to age sixty-five (65), which will reduce to 65% at age 65 and to 50% at age 70. Dependents will have coverage of \$500 each over the age of 14 days to 6 months, and coverage of \$5,000 from the



age of 6 months to 21 years or to 23 years of age if dependent is a full time student or financially dependent upon you for support.

## **Section 2: Insurance While on Paid Leave**

The District shall continue District contributions towards payment of total premium for a unit member (and dependents) under the health, dental, vision and life insurance plans while the unit member is on paid leave status, in the same manner as if the unit member had remained in regular service.

## **Section 3: Insurance While on Non-Paid Leave and Retiree Coverage**

Unit members on District approved, non-paid leaves of absence, or retired unit members, may elect to continue coverage for themselves (and dependents) by mailing the monthly premium payment, required for coverage, made payable to Fallbrook Union High School District and submitted to the business office.

## **Section 4: Extended Coverage**

The District will continue to provide health insurance for unit members to their 65th birthday or until they qualify for Medicare, if the age of eligibility for Medicare increases, provided they have reached age 55 and have served the District for a minimum of fifteen (15) consecutive years, or until they reach age 58 with (10) consecutive years of service.

# **ARTICLE 17 - WORKWEEK AND HOURS OF WORK**

## **Section 1: Overtime**

At the beginning of their work year, time and one-half (1 ½ ) will be paid for all compensated hours worked in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek. For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensation time, or other paid leave of absence shall be considered as time worked by the unit member. Unit members who work on holidays will receive two and one-half (2 ½) times regular rate of pay, or one and one-half (1½) times regular pay plus an additional paid day off as mutually agreed between employee and supervisor. When a unit member is required to work on a regularly scheduled day off, s/he/they will receive time and one-half (1 ½) and be guaranteed a minimum of two (2) hours work.

Overtime will be normally offered first to regular unit members within a classification at the school where the overtime is scheduled, and next to other regular district unit members in the same job family. The District reserves the right to reasonably require a unit member to work overtime or to offer overtime out of order where it is impracticable to offer overtime in the order specified. Overtime shall normally be rotated among unit members within each classification. The unit member may, if mutually agreed with the supervisor, receive compensatory time off in lieu of overtime pay. Such compensatory time off shall be granted within twelve (12) calendar months

following the month in which the overtime was worked and without impairing the services rendered by the District.

## **Section 2: Extra Work/Pay**

Extra work and/or pay will be offered first to regular unit members within a classification at the school where the extra work and/or extra pay is offered/scheduled. The offer of extra work and/or extra pay shall be rotated among unit members within each classification by seniority in the following manner. A seniority list will be established and extra work/extra pay offered to the most senior unit member on the list. If that unit member refuses the offer, the offer will then continue on to the next eligible person until fulfilled. The next offer of extra work/extra pay, and each offer thereafter, will first be made to the next eligible person on the list following the last person who worked, rotating through the list until fulfilled. New unit members will be added at the end of the seniority list.

## **Section 3: Work Schedule**

The regular work schedule will be issued to all unit members at the beginning of their work year.

For the position of Theater Operations Technician, the work schedule will be determined by the needs of the Performing Arts Center. Work performed in excess of eight (8) hours per day or 40 hours per week will be compensated by either overtime pay or compensatory time off.

## **Section 4: Educational Flex-Time**

In the event a job-related educational or training opportunity is available only during work hours, the District will make all reasonable efforts to alter the work schedule to allow the unit member the opportunity to avail himself/herself of such education or training.

## **Section 5: Call Back**

A unit member who is called back to work on the same day shall be guaranteed at least two (2) hours pay at time and one-half (1 ½). Unit members called to work prior to the start of the regular schedule or required to work after their regular scheduled work shall be paid at time and one-half (1 ½) for the actual number of hours worked in excess of their regular daily work schedule.

## **Section 6: Mandatory Overtime**

Every effort will be exerted to avoid mandatory overtime except when a bona fide emergency exists.

## **Section 7 - Lunch and Rest Breaks**

All full time unit members shall be entitled to at least a one-half (1/2) hour lunch break. The lunch period shall be as close to the midpoint of the eight (8) hour work shift as possible, but shall not start prior to the third (3rd) hour or later than the fifth (5th) hour.

Any unit member working at least four (4) hours shall receive one (1) fifteen (15) minute break. Unit members working five (5) consecutive hours or more shall receive at least a one-half (1/2) hour duty-free, unpaid lunch break.

## **Section 8: Work Year**

Months	Work Days	Holidays	Vacation	Total Paid Days	Number of Paychecks
11	215	14	11	240	12
10	194	13	10	217	11
9.5	183	13	9.5	205.5	10

The District shall pay out all vacation balance in excess of ten (10) days remaining at the end of the fiscal year (June 30) in July.

Ten (10) month employees are paid over eleven (11) months, August through June each year. Ten (10) month employees must work at least one day or take at least one vacation day in the eleventh (11<sup>th</sup>) month.

Eleven (11) month employees are paid over twelve (12) months, July through June each year. Eleven (11) month employees must work at least one day or take at least one vacation day in the twelfth (12<sup>th</sup>) month.

Twelve (12) month employees are paid July through June of the following calendar year.

## **Section 9: Work Year Calendar**

The following defines the work year calendar for nine point five (9.5), ten (10), and eleven (11) month employees. Upon mutual agreement of the unit member and supervisor, the work year calendar may be modified.

- 9.5 month employees shall work all days of student attendance, one hundred eighty-one (181) days plus two (2) workdays. 9.5 month employees who work more than four (4) hours per day shall work the Preservice meeting day and either one (1) day before or after the days of student attendance. 9.5 month employees who work less than four (4) hours per day shall work the equivalent of the additional two (2) workdays on the Preservice meeting day.
- 10 month employees shall work eight (8) days prior to the start of the student school year and five (5) days after the end of the student school year. Their work year shall include all days of student attendance, one hundred eighty-one (181).

- 11 month employees shall work seventeen (17) days prior to the start of the student school year and seventeen (17) days after the end of the student school year. Their work year shall include all days of student attendance, one hundred eighty-one (181).

SEIU and the District realize that classified unit members' work calendars are driven by student instructional calendars.

## **ARTICLE 18 – TAX SHELTERED ANNUITIES**

Each unit member of this School District shall be given the opportunity of entering into an amendment of his/her/their contract of employment for the purpose of effecting a reduction in the salary paid to the unit member for the period of one school year; that for each unit member who voluntarily elects to accept such reduction in the salary paid, this School District will deposit, at the preference of the unit member, an amount as follows equal to the reduction in salary as shelter contributions within the meaning of the provisions of Section 1384.1 of the California Education Code and other applicable law.

Any other State Retirement System hereafter authorized by California law to participate in tax sheltered annuity programs, if the unit member is a member of such Retirement System; or a commercial life insurance company designated from those companies requested by the various employee groups (each organized group being permitted to request one company); and that such deposits shall constitute the purchase for the unit member of an annuity contract within the meaning of Section 403 (b) and/or Section 457, of the Internal Revenue Code, as amended.

Also, each unit member who requests to participate in any tax sheltered annuity program herein authorized shall agree, as a condition precedent to such participation, that this School District shall in no way be liable to the unit member or their successors for any money damage which might arise from the Federal or State tax consequences or State retirement consequences or their participation in any tax sheltered annuity program incident to their employment relationship with this School District, and consistent therewith, s/he shall agree to save and hold harmless this School District from any such money damages.

## **ARTICLE 19 - PART-TIME UNIT MEMBERS**

### **Section 1: Part-Time Unit Members**

Part-time unit members are assigned to positions which require some performance less than 40 hours a week or less than 9.5 months a year.

## **ARTICLE 20 – VACATIONS**

### **Section 1: Less Than Three Years Service**

Before completion of three (3) years of service with the district, classified unit members shall be entitled to receive one (1) paid vacation day for each month of annual employment. Such leave shall be cumulative.

## **Section 2: More Than Three Years Service**

Upon completion of three (3) years of service with the district, classified unit members shall be entitled to receive one and one-quarter (1 1/4) paid vacation days for each month of annual employment. After ten (10) years of service, unit members shall accrue one and one-half (1 1/2) days of vacation for each month worked. After twenty (20) years of service, unit members shall accrue one and three-quarters (1 3/4) days of paid vacation for each month worked. After twenty-five (25) years of service, unit members shall accrue two (2) days of paid vacation for each month worked.

## **Section 3: Probationary Unit Member Entitlement**

Probationary classified unit members shall only be entitled to use earned vacation benefits.

## **Section 4: Vacation**

Vacation may, with the approval of the District, be taken at any time during the year.

## **Section 5: Vacation Selection**

Unit members shall select their vacation period in order of their seniority by department.

## **Section 6: Rescheduling Vacation**

Once vacations are scheduled and approved, they may not be changed, except by mutual agreement between the supervisor and the affected unit member.

## **Section 7: Interruption of Vacation**

Any unit member who commences his/her/their prescribed vacation period and subsequently becomes ill, subject to hospital confinement or physician's care, or bereaved before his/her/their vacation period has been completed, shall be placed on sick leave or bereavement leave in addition to or in lieu of his/her/their prescribed vacation.

## **Section 8: Holiday During Vacation**

If a holiday occurs during the unit member's vacation period, such unit member, at his/her/their option, shall be either entitled to an additional day in addition to his/her/their regular vacation or to an additional day off with pay at a time mutually agreeable between the District and the affected unit member.

## **Section 9: Working During Vacation**

If any unit member performs paid work for the District during the unit member's vacation, said unit member will be paid a minimum of two (2) hours pay at the overtime rate in addition to the vacation pay.

#### **Section 10: Vacation upon Termination**

Upon separation from service, unit members shall be entitled to a lump sum compensation for all earned and unused vacation.

#### **Section 11: Vacation Carry-Over**

No more than ten (10) vacation days may be carried over to another year.

### **ARTICLE 21 - HOLIDAYS**

#### **Section 1: Recognized Holidays**

The following Holidays are recognized by the District:

- New Year's Day
- Martin Luther King's Birthday
- Admissions Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- December 25th

#### **Section 2: Holidays on Saturday/Sunday**

If any of the above holidays fall on Saturday or Sunday, the following Monday or previous Friday will be observed as a paid holiday.

#### **Section 3: Holidays on Scheduled Day Off**

If a holiday is observed on a unit member's scheduled day off, he/she/they shall be entitled to an additional day off.

#### **Section 4: Holidays While on Paid Leave**

If a paid holiday is scheduled while a unit member is on a paid leave status, then that day shall not be deducted from the unit member's accrued leave.

### **ARTICLE 22 - ABSENCES AND LEAVES**

#### **Section 1: Jury and Legal Proceeding Leave**

When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive his/her/their regular salary and shall return the jury or witness fees to the District, which is equivalent to the unit member's regular salary, exclusive of mileage and meal reimbursements.

The unit member shall obtain a jury and court attendance report form from the Court Clerk to report attendance in court.

#### **Section 2: Absence for Examination**

Permanent unit members shall be permitted to take any examinations for promotions within the District during working hours, if necessary, without loss of pay or benefit.

#### **Section 3: Court Leave**

Unit members required to appear before a court or other public body on any matter not related to their work, in which they are not personally involved (as a plaintiff or defendant), and unit members elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence with or without pay at the option of the Employer for the period necessary to fulfill their civic responsibilities.

#### **Section 4: Bereavement Leave**

A unit member shall be granted a leave of absence without loss of any pay or benefits not to exceed three (3) working days; five (5) working days if out of state travel or over 300 miles is required on account of death of a member of his/her/their immediate family.

Immediate family shall be defined as Mother, Mother-in-Law, Father, Father-in-Law, Stepparent, Spouse, Son, Daughter, Stepson, Stepdaughter, Sister, Brother, Grandmother, Grandfather, Grandchildren, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Guardian or Ward of the unit member or any person living in the immediate household of the unit member.

The Employer may request proper certification of the unit member's attendance or relationship.

An extension of time up to an additional seven (7) days may be requested by the unit member as personal necessity leave and deducted from his/her/their accumulated sick leave.

## **Section 5: Personal Necessity Leave**

In any one school year, a maximum of seven (7) days of sick leave absence for illness or injury may be used by the unit member in cases of personal necessity.

Any days which the unit member has earned pursuant to leave of absence for illness or injury (sick leave) may be used by the unit member for cases of personal necessity, including but not limited to any of the following:

1. Death of a member of a unit member's immediate family when additional leave is required beyond unit member's bereavement leave or other leaves granted by the Employer.
2. Accident, involving the unit member's person or property, or the person or property of a member of the unit member's immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other order made with jurisdiction.
4. Paternity leave.
5. Such other reasons which have been or may be prescribed by the Superintendent, Assistant Superintendent, or designee.

When possible, requests for personal necessity leaves shall be made at least three (3) days in advance to the Principal or Supervisor and forwarded to the Superintendent, who reserves the right to verify such requests by any appropriate means.

"Personal Necessity" shall be strictly limited to its common and ordinary meaning, to wit: Circumstances that are truly unavoidable, beyond the control of the unit member and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons or a circumstance created by the choice of the classified unit member does not constitute personal necessity leave.

## **Section 6: Sick Leave**

Permanent unit members covered by this Agreement shall accumulate one (1) day per month sick leave for each month worked from the date of employment (e.g., ten (10) month unit members earn ten (10) days, eleven (11) month unit members earn eleven (11) days, twelve (12) month unit members earn twelve (12) days). Unused sick leave allowances shall be cumulative from year to year.

A unit member in the probationary period will be eligible to use only one day of paid sick leave per month.

A unit member may use his/her/their accumulated sick leave in order to visit physicians for consultation or treatment provided the physicians have required him/her to come during the unit member's normal work shift for lack of other time when the physician can see him/her/them.



A regular unit member covered by this Agreement shall be credited with his/her/their yearly projected earned sick leave upon the first day of each fiscal year.

Classified personnel absent from duty on sick leave may be required to present a doctor's note for sick leave absences greater than three (3) consecutive days to qualify for pay during the absence.

Unit members who must be absent from work are required to notify their school or department in advance of the absence, so that arrangements can be made for substitutes where necessary.

### **Section 7: Maternity Leave**

Maternity leave shall be granted to a female unit member following submission to the appropriate office, a written statement from her attending physician.

Maternity leave will normally commence on the date recommended by the unit member's physician. The date of return of a unit member shall be no earlier than the date recommended by her physician. The District will grant upon request of the unit member unpaid child care leave for one (1) calendar year from the date of birth of the child. Return of a unit member shall be subject to submission of a statement from the physician that the mother is physically fit to return to work.

A unit member who is certified by a physician that she is unable to perform her normal duties because of medical reasons related to her pregnancy, shall be eligible to use her accumulated sick leave benefits, or any other illness or injury benefits for the period of the disability.

### **Section 8: Adoption Leave**

The District will grant, upon request of a unit member, unpaid childcare leave for up to one (1) year for the adoption of a child.

### **Section 9: Military Leave**

Military leave shall be granted pursuant to the Military and Veterans Code or any other applicable laws or statutes.

### **Section 10: Personal Leaves**

Leave of absence without pay for up to thirty (30) working days duration for valid personal reasons may be granted by the Superintendent upon recommendation of the immediate supervisor. Such leaves will not involve loss of position or privileges.

Leaves of absence without pay for longer than thirty (30) working days, but not to exceed one (1) calendar year, for valid reasons, may be granted by the Superintendent upon recommendation of the immediate supervisor. If such leaves are granted, it will be with the understanding there will be no guarantee of the position or a position at the expiration of the leave, but the unit member will be given consideration for such vacancies that may occur for which they are qualified. Exceptions to this reassignment policy may be granted for unit members on leave for illness, or other urgent reasons, at the discretion of the Superintendent.

A regular classified unit member returning to duty from extended leave of absence, not to exceed one (1) year, shall automatically be entitled to all previously accumulated sick leave, and shall not lose credit toward the longevity in service required to qualify for additional vacation privilege, but shall not be granted any accumulation of either sick leave or vacation for the period of absence.

Whenever possible, requests for uncompensated leaves shall be made to the Superintendent at least four (4) weeks in advance of the desired starting date. Such requirement shall be waived in emergency situations or for extenuating circumstances.

The unit member granted an uncompensated leave shall inform the District as soon as possible of his/her/their intention to return to work, but in no case less than fifteen (15) days prior to the expiration of his/her/their leave. If said notification is not received, and good cause is not shown for such failure, proper action may be taken to terminate the unit member.

### **Section 11: Workers' Compensation Insurance**

All classified unit members, regardless of status or position, will be covered under Workers' Compensation Insurance.

### **Section 12: Leave for Industrial Accident and Illness**

Unit members who are a part of the classified service under this Agreement shall have the following benefits relating to industrial accident and illness:

1. Allowable leave shall not be for less than sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this State, exceed the normal wage for the day.
5. When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 1365.1 of the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but, if a unit member is receiving workers' compensation, s/he/they shall be entitled to use only so much of his/her/their accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provided for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break of service of the unit member.

During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member shall endorse to the district wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of his/her/their position, s/he/they shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, s/he/they shall be employed in a vacant position in the class of his/her/their previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case s/he/they shall be listed in accordance with appropriate seniority regulations.

Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

### **Section 13: Extended Leave**

Each unit member shall, at the beginning of each fiscal year (July 1<sup>st</sup>), be credited with a total of one hundred (100) workdays of extended illness leave in addition to sick leave provided for in this Agreement. Each day of extended illness leave provided by this section shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary, and shall be available after all other sick leave entitlement has been exhausted. This extended illness leave is not cumulative from year to year. Unit members may use vacation hours in conjunction with extended illness leave. This section satisfies the requirements of [Education Code Section 45196](#).

### **Section 14: Catastrophic Leave**

#### Catastrophic Leave Bank:

The District shall establish a catastrophic illness sick leave bank to which eligible employees may donate earned and unused sick leave and/or vacation leave. This donation shall be irrevocable and shall be accomplished by the employee completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form" (see Appendix F). The form shall clearly state that the leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation and shall not be donated to a specific employee for his/her/their exclusive use.

Catastrophic Illness:

“Catastrophic Illness” is defined to mean an illness or injury that is expected to incapacitate an employee as defined in Section 4 of this Article, for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because s/he/they has exhausted all of his/her/their sick leave and other paid leave with the exception of Extended Leave, as defined by Section 13 of this Article, which shall follow any utilization of the Catastrophic Illness Leave Bank.

Governing Committee:

The Governing Committee shall be composed of three (3) members:

1. Two (2) employees appointed by the Chapter Executive Board
2. The Superintendent or designee

The duties of the Governing Committee shall include the following:

1. To approve or deny requests for withdrawal from the Catastrophic Illness Leave Bank.
2. To make any additionally necessary governing decisions relative to the operation of the Catastrophic Illness Leave Bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of majority vote; three (3) votes will constitute a majority.

Qualifications to make donations:

Any classified employee, confidential employee, or classified management employee is eligible to make an irrevocable donation to the Catastrophic Illness Leave Bank.

Amount of Donation:

An eligible employee must initially donate a minimum of sixteen (16) hours of leave to the bank and eight (8) hours of leave each consecutive year.

All references in this procedure to hours of donations or utilization are based upon full time employment (eight [8] hours per day). Hours of donations or utilization for employees working less than eight (8) hours per day shall be credited or used on a pro-rata basis.

Qualifications of Recipient:

Any regular employee suffering from a catastrophic illness is eligible to apply for use of leave days in the catastrophic illness leave bank. Only employees who meet the qualifications listed below will be eligible to utilize the Catastrophic Illness Leave Bank.

1. Current employees who have initially donated two (2) days of sick leave during the open enrollment period running from the start of the school year until October 1 and/or donated one (1) day of sick leave during the open enrollment period in all consecutive years. If an employee fails to donate in an open enrollment period, s/he/they must donate two (2) days of sick leave during a subsequent open enrollment period to be eligible to utilize the Catastrophic Illness Leave Bank.

2. New employees who initially donate two (2) sick days during the first sixty (60) days of employment and/or one (1) day of sick leave during the open enrollment period in all consecutive years.
3. Employees must have exhausted all accrued paid leave credits, including all days of sick leave, vacation, and other form of paid leave, excluding Extended Leave, as defined in Section 13 of this Article, which shall follow any utilization of the Catastrophic Illness Leave Bank.
4. An employee must use all paid leave credits that s/he/they continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the Catastrophic Illness Leave Bank.
5. The maximum number of hours to be utilized by one (1) employee for a single catastrophic illness shall not exceed four hundred (400) hours of fifty percent (50%) of the total available leave bank, whichever is less.

Verification of Illness:

Any employee requesting use of sick leave hours in the Catastrophic Illness Leave Bank must provide the governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California.

Procedure:

1. Annual solicitation: Contributions for the Catastrophic Illness Leave Bank shall be solicited during the open enrollment period described above each school year. The District shall prepare all forms that are to be used for such contributions.
2. As needed solicitation(s): In the event that the hours available in the Catastrophic Illness Leave Bank are below four hundred (400) hours and an employee requests use of sick leave hours in the Catastrophic Illness Leave Bank, the Union shall be permitted to solicit donations to the Catastrophic Illness Leave Bank using forms provided by the District.
3. All requests for use of accumulated sick leave hours in the Catastrophic Illness Leave Bank shall be presented in writing to the District that will forward that request to the Governing Committee. The District shall provide the employee with a copy of this contract provision. It shall be the responsibility of the employee to satisfy all conditions of eligibility.
4. The District shall be responsible for tracking which employees have donated leave to the bank and how many hours have been withdrawn from the bank. The District will provide the Union an accounting of the available hours in the Catastrophic Illness Leave Bank at the regular Joint Labor-Management Relations Committee.

## **ARTICLE 23 - JOINT LABOR-MANAGEMENT RELATIONS COMMITTEE**

### **Section 1: Joint Labor-Management Relations Committee**

A joint Labor-Management Relations Committee shall be established for the purpose of discussing employment-related issues of common concern to unit members represented by SEIU.

The Committee shall be composed of four (4) representatives from SEIU and four (4) representatives from administration. The Superintendent shall be a permanent member representing administration. The SEIU Chapter President shall be a permanent member representing the Union. Both the administration and SEIU may request the presence of non-employee consultants to attend the committee meetings.

This committee shall meet no fewer than four (4) times per year.

Meeting agendas and the time of meetings shall be subject to mutual agreement of the parties. Joint statements will be issued, when necessary, on the results of the committee.

### **Section 2: Budget Committee**

Two (2) classified members appointed by the SEIU Local 221 president shall have the opportunity to participate in the District's budget committee as outlined in Article IV - Section 5 in the Certificated Contract between the District and the Fallbrook High School Teachers Association (FHSTA).

### **Section 3: Insurance Committee**

Two (2) classified employees appointed by the SEIU Chapter President shall have the opportunity to participate in the Insurance Committee as outlined in Article XV, Section 1E in the Certificated Contract between the District and the Fallbrook High School Teachers Association (FHSTA).

## **ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE**

### **Section 1: Invalidity Due to Operation of Law**

If any article or Section of this Agreement shall be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with lawful enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with lawful enforcement of has been restrained, shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice-versa.

### **Section 2: Negotiating Replacement Provisions**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the Union or the Employer, for the purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or


restraint. if the parties do not agree on a mutually satisfactory replacement, then both parties shall have recourse through the grievance procedure.

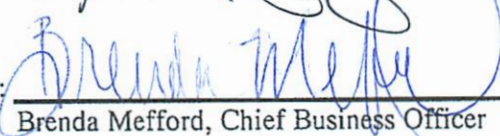
#### ARTICLE 26 - COMPLETION OF MEET AND NEGOTIATION

The Union and District agree to limited reopeners in 2022-23 and 2023-24 as follows: one (1) article selected by each party, compensation (Article 14) and Insurance (Article 16). This Agreement constitutes an entire Agreement between the Union and the District and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of this Agreement.

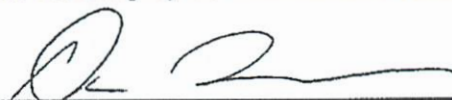
#### ARTICLE 27 - SIGNATURES

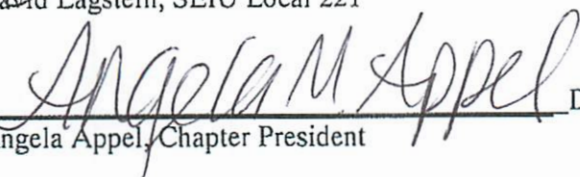
**For Fallbrook Union High School District:**

By:  Date: 4/11/2022  
Ilsa Garza-Gonzalez, Superintendent

By:  Date: 4/8/22  
Brenda Mefford, Chief Business Officer

**For Service Employees International Union, Local 221:**

By:  Date: 4/7/22  
David Lagstein, SEIU Local 221

By:  Date: 4/8/22  
Angela Appel, Chapter President

## **APPENDICES**



## Appendix A: Classified Salary Placement Schedule

### **CLASSIFIED SALARY PLACEMENT SCHEDULE**

As of January 10, 20 22

	<b>Grade</b>	<b>Paraprofessional (continued)</b>	
<b>Accounting</b>		Paraprofessional IV/Special Education	18
Financial Clerk	17	Autism Support Specialist*	28
Accountant	29		
<b>Clerical/Secretarial</b>		<b>Operations &amp; Maintenance</b>	
Clerk Typist I	6	Custodian I*	7
Clerk Typist II	11	Custodian II	16
Clerk Typist III	14	Senior Custodian	19
Receptionist*	6	Electrician/Maintenance	26
Guidance Technician	14	Grounds Crew Lead	19
Registrar/Secretary I	16	Groundskeeper	14
Registrar-Comprehensive High School	17	Groundskeeper/Custodian	14
Secretary I	16	Groundskeeper/Maintenance Assistant*	13
Secretary II	18	HVAC	26
Secretary III*	20	Maintenance I*	12
Administrative Assistant –Educational		Maintenance II	17
Services	24	Energy Education Specialist*	30
Administrative Assistant - Student		Operations Technician	15
Services	24		
<b>Food Service</b>		<b>Other</b>	
Food Service Assistant I	6	Athletic Trainer	25
Food Service Assistant II	10	Campus Supervisor	12
Food Service Assistant III	15	Career/Vocational Education Coordinator	
		31	
<b>Information Systems</b>		Child Care Provider	1
PC Support Technician	24	District Language Assessor	19
Information System Technician	25	Health Technician	13
Network Support Technician	30	Indian Education (Title IX) Coordinator*	6
		Data Entry Clerk*	14
<b>Paraprofessional</b>		Theater Operations Technician	26
Library Assistant*	10	Workability I	
Library Service Technician	15	20 Workability Job Coach *	
Paraprofessional I SE, ISS	10	14	
Paraprofessional I, Bilingual	11	Workability Transition Specialist*	19
Paraprofessional II/Special Education	14	Interpreter/Tutor Deaf and Hard of Hearing	
Paraprofessional III/Special Education	16	17	
		Licensed Vocational Nurse	20
		District Bilingual Parent Liaison	19
		HR/Business Services Technician	22
	<b>Grade</b>		

*\* Position not currently active (01/10/2022)*

The following are “bilingual equivalent positions” and compensation shall be one grade level above the regular compensation grade as indicated in Article 14, Section 7: Bilingual Pay. The actual grade for an individual identified as a “bilingual equivalent position” after passing the advanced bilingual skills examination is listed below:

Clerk Typist I	7	Administrative Assistant -	
Clerk Typist II	12	Student Services	25
Clerk Typist III	15	Library Assistant*	11
Receptionist*	7	Library Service Technician	16
Guidance Technician	15	Paraprofessional I SE, ISS	11
Registrar/Secretary I	17	Paraprofessional II/Special Education	15
Registrar-Comprehensive High School	18	Paraprofessional III/Special Education	17
Secretary I	17	Paraprofessional IV/Special Education	19
Secretary II	19	Autism Support Specialist*	29
Secretary III*	21	Career/Vocational/Education Coordinator	32
Administrative Assistant -		Health Technician	14
Educational Services	25		

**Classified employee positions excluded from the classified bargaining unit includes, but is not limited to:**

**Management**

Chief Business Officer  
 Director of Food Services  
 Director of Maintenance/Operations/Transportation  
 Director of Information Technology  
 Executive Assistant to the Superintendent

**Confidential**

Business Services Assistant  
 Human Resources Specialist  
 Payroll Benefits Technician

## **Appendix B: Plan 1 (Annual) & Plan 9 (Hourly)**

**Plan 1 (Annual) & Plan 9 (Hourly)**  
**Fallbrook Union High School District**  
**Classified Salary & Hourly**  
**2021-22**

3.50%

	Step	1	2	3	4	5	6-9	10	
	Grade								
Annual		31,200	32,547	34,171	35,873	37,663	39,546	41,523	Plan 1
Hourly	1	15.00	15.65	16.43	17.25	18.11	19.02	19.96	Plan 9
Annual		31,768	33,365	35,030	36,778	38,607	40,537	42,564	
Hourly	2	15.27	16.04	16.84	17.68	18.56	19.49	20.46	
Annual		32,547	34,171	35,873	37,663	39,555	41,533	43,609	
Hourly	3	15.65	16.43	17.25	18.11	19.02	19.97	20.97	
Annual		33,365	35,030	36,778	38,607	40,542	42,569	44,698	
Hourly	4	16.04	16.84	17.68	18.56	19.49	20.47	21.49	
Annual		34,171	35,873	37,663	39,555	41,532	43,609	45,789	
Hourly	5	16.43	17.25	18.11	19.02	19.97	20.97	22.01	
Annual		35,030	36,778	38,607	40,542	42,565	44,693	46,928	
Hourly	6	16.84	17.68	18.56	19.49	20.46	21.49	22.56	
Annual		35,873	37,663	39,555	41,532	43,616	45,797	48,087	
Hourly	7	17.25	18.11	19.02	19.97	20.97	22.02	23.12	
Annual		36,778	38,607	40,542	42,565	44,689	46,923	49,270	
Hourly	8	17.68	18.56	19.49	20.46	21.49	22.56	23.69	
Annual		37,663	39,555	41,532	43,595	45,780	48,069	50,472	
Hourly	9	18.11	19.02	19.97	20.96	22.01	23.11	24.27	
Annual		38,607	40,542	42,565	44,689	46,919	49,265	51,728	
Hourly	10	18.56	19.49	20.46	21.49	22.56	23.69	24.87	
Annual		39,555	41,532	43,595	45,780	48,074	50,478	53,002	
Hourly	11	19.02	19.97	20.96	22.01	23.11	24.27	25.48	
Annual		40,542	42,565	44,689	46,919	49,276	51,740	54,327	
Hourly	12	19.49	20.46	21.49	22.56	23.69	24.87	26.12	
Annual		41,532	43,595	45,780	48,074	50,476	53,000	55,650	
Hourly	13	19.97	20.96	22.01	23.11	24.27	25.48	26.75	
Annual		42,565	44,689	46,919	49,276	51,738	54,325	57,041	
Hourly	14	20.46	21.49	22.56	23.69	24.87	26.12	27.42	
Annual		43,595	45,780	48,074	49,485	53,002	55,652	58,435	
Hourly	15	20.96	22.01	23.11	23.79	25.48	26.76	28.09	

**Article 14, Section 3 - Longevity**

After fourteen (14) consecutive years of full-time service, an increment salary is given at the beginning of the fifteenth (15) year. The value of the increment will be determined on the basis of two percent (2%) of the base pay figure in accordance with the salary schedule. An additional 2% is added at the beginning of the 20th, 25th, and 30th consecutive years of full-time service.

Effective TBD (Board Approval Date 01/10/2022)

**Plan 1 (Annual) & Plan 9 (Hourly)**  
**Fallbrook Union High School District**  
**Classified Salary & Hourly**  
**2021-22**

3.50%

	Step	1	2	3	4	5	6-9	10	
	Grade								
Annual		44,689	46,919	49,276	51,738	54,325	57,041	59,893	Plan 1
Hourly	16	21.49	22.56	23.69	24.87	26.12	27.42	28.79	Plan 9
Annual		45,807	48,093	50,498	53,022	55,674	58,458	61,381	
Hourly	17	22.02	23.12	24.28	25.49	26.77	28.10	29.51	
Annual		46,919	49,276	51,738	54,325	57,038	59,890	62,884	
Hourly	18	22.56	23.69	24.87	26.12	27.42	28.79	30.23	
Annual		48,074	50,476	53,002	55,654	58,427	61,348	64,416	
Hourly	19	23.11	24.27	25.48	26.76	28.09	29.49	30.97	
Annual		49,276	51,738	54,325	57,038	59,900	62,895	66,040	
Hourly	20	23.69	24.87	26.12	27.42	28.80	30.24	31.75	
Annual		50,506	53,033	55,686	58,469	61,391	64,461	67,684	
Hourly	21	24.28	25.50	26.77	28.11	29.51	30.99	32.54	
Annual		51,767	54,359	57,076	59,934	62,927	66,073	69,377	
Hourly	22	24.89	26.13	27.44	28.81	30.25	31.77	33.35	
Annual		53,065	55,715	58,501	61,429	64,501	67,726	71,112	
Hourly	23	25.51	26.79	28.13	29.53	31.01	32.56	34.19	
Annual		54,390	57,107	59,078	62,962	66,114	69,420	72,891	
Hourly	24	26.15	27.46	28.40	30.27	31.79	33.37	35.04	
Annual		55,750	58,539	61,467	64,538	67,766	71,154	74,712	
Hourly	25	26.80	28.14	29.55	31.03	32.58	34.21	35.92	
Annual		57,145	60,005	63,004	66,152	69,461	72,934	76,581	
Hourly	26	27.47	28.85	30.29	31.80	33.39	35.06	36.82	
Annual		58,575	61,502	64,579	67,805	71,197	74,757	78,495	
Hourly	27	28.16	29.57	31.05	32.60	34.23	35.94	37.74	
Annual		60,037	63,038	66,193	69,503	72,978	76,627	80,458	
Hourly	28	28.86	30.31	31.82	33.41	35.09	36.84	38.68	
Annual		61,145	63,719	66,900	70,248	73,760	77,448	81,320	
Hourly	29	29.40	30.63	32.16	33.77	35.46	37.23	39.10	
Annual		62,198	65,312	68,575	72,006	75,606	79,386	83,356	
Hourly	30	29.90	31.40	32.97	34.62	36.35	38.17	40.07	
Annual		63,754	66,944	70,294	73,808	77,495	81,370	85,438	

Hourly	31	30.65	32.18	33.80	35.48	37.26	39.12	41.08
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**Article 14, Section 3 - Longevity**

After fourteen (14) consecutive years of full-time service, an increment salary is given at the beginning of the fifteenth (15) year. The value of the increment will be determined on the basis of two percent (2%) of the base pay figure in accordance with the salary schedule. An additional 2% is added at the beginning of the 20th, 25th, and 30th consecutive years of full-time service.

Effective TBD (Board Approval Date 01/10/2022)

## Appendix C: Classified Employee Performance Evaluation

### Fallbrook Union High School District Classified Employee Performance Evaluation

<b>Evaluation Date:</b>		<b>Reason for Evaluation:</b>	
-------------------------	--	-------------------------------	--

<b>EMPLOYEE INFORMATION</b>
-----------------------------

<b>Employee First Name:</b>		<b>Employee Last Name:</b>	
<b>Dept/School:</b>		<b>Reviewed by:</b>	
<b>The purpose of this evaluation is to:</b>		Choose an item.	

Specific written comments are required to justify “Outstanding” and/or “Not Acceptable” ratings.

--

**Quality of Work:** Completeness, attention to detail, and reliability in jobs performed. Work that requires little or no follow up.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Volume of Work:** The amount of work produced compared with the requirements of the job.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Level of Job Skills:** The skill(s) level exhibited in the primary trades or jobs for which the employee was primarily hired.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Teamwork:** The working relationships established with fellow employees and supervisor in the working environment.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Dependability:** The reliance which can be placed on an employee to persevere and carry through to completion any task assigned. This also applies to attendance and punctuality.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Ratings:**

**Outstanding:** Performance consistently far exceeds expectations

**Commendable:** Performance consistently exceeds normal expectations and job requirements

**Meets Requirements:** Performance consistently meets the expectations and job requirements

**Needs Improvement:** Performance consistently meets expectation and minimum requirements for the job

**Not Acceptable:** Performance is below the minimum acceptable standard

**Cooperation:** Willingness to do a little more than asked, problems are presented with possible solutions, and criticisms are of constructive nature. Supports district decisions.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Initiative:** The exhibition of energy and self-reliance. Actions that reflect interest and concern for the students and district.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Care of Tools and Equipment:** The care, neatness, accounting of, and possession of tools and equipment.

Click here to enter text.	Choose an item.
---------------------------	-----------------

**Other comments**

Click here to enter text.
<b>OVERALL EVALUATION</b>
<b>A statement of overall job performance based on the information contained in this document</b>
Click here to enter text.

**Ratings:**

**Outstanding:** Performance consistently far exceeds expectations

**Commendable:** Performance consistently exceeds normal expectations and job requirements

**Meets Requirements:** Performance consistently meets the expectations and job requirements

**Needs Improvement:** Performance consistently meets expectation and minimum requirements for the job

**Not Acceptable:** Performance is below the minimum acceptable standard



**SIGNATURES**

**My signature indicates ONLY that I have read this evaluation with my supervisor. I understand I have 10 days to respond in writing from the date of this evaluation.**

<hr/>	<hr/>	<hr/>	<hr/>
<b>Employee’s Signature</b>	<b>Date</b>	<b>Supervisor’s Signature</b>	<b>Date</b>
<hr/>			
<b>Administrator’s Signature</b>	<b>Date</b>		

## Appendix D: Application for Approval of Classified Professional Growth Credits

### FALLBROOK UNION HIGH SCHOOL DISTRICT HUMAN RESOURCES

#### APPLICATION FOR APPROVAL OF CLASSIFIED PROFESSIONAL GROWTH CREDITS

Employee \_\_\_\_\_ Job Title \_\_\_\_\_

Location \_\_\_\_\_

I hereby request approval of the following course(s) to be applied as credit toward a professional growth increments:

Exact Dates To Be Taken	Course Title or Description	College/School or Organization	Units SEM/QT R	Total Hours of Classroom Instruction

Explanation of content of course(s):

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Are you taking this course for a degree? \_\_\_\_\_ If yes, what degree/major \_\_\_\_\_

Was this class/workshop taken during the course of your regular work day? \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
Approved ☐

Not Approved ☐

Approved ☐

Not approved ☐

Comments: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
SEIU Chapter President Signature

\_\_\_\_\_  
Date

**Appendix E: [Staff Request for Use of Facilities](#)**

## Appendix F: Catastrophic Illness Leave Bank

### Catastrophic Illness Sick Leave Bank Donation Form Classified Employees

#### Eligible Donors

1. Regular classified employee
2. Confidential employee
3. Classified management employee

#### Donation

1. Initially, participating employees must donate two (2) days of sick leave or vacation leave during the open enrollment period running from the start of the school year **until October 1, 2021**.
2. Annually thereafter, participating employees must donate one (1) day of sick leave or vacation leave during the enrollment period.
3. For employees working less than eight (8) hours per day, the donation is pro-rated.
4. New employees may initially donate within the first sixty (60) days of employment.
5. Sick or vacation leave days being donated are irrevocably given to the Bank and cannot be rescinded for any reason whatsoever.
6. A donation to the Bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use.

A full description of the Catastrophic Illness Bank is located in Article 22 – Absences and Leaves; Section 14 of the District-SEIU contract which is attached.

- ☐ For new participating employees, I certify that I am eligible to make a catastrophic leave donation of two (2) days of sick leave or vacation leave.
- ☐ For participating employees desiring to continue participation: I certify that I am eligible to make a catastrophic leave donation of one (1) day of sick leave or vacation leave.

I understand that my donation makes me eligible to apply to the catastrophic leave bank.

Employee's Name (Print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### New Participant/Continuing Participant

Please designate the type of days being donated (Circle one):

Vacation

Sick Leave

One of Each

This donation form is to be submitted to the Superintendent's Office no later than **October 1, 2021**

*General enrollment period closes October 1*

## ARTICLE 22 – ABSENCES AND LEAVES

### Section 14 - Catastrophic Leave

Catastrophic Leave Bank. The District shall establish a catastrophic illness sick leave bank to which eligible employees may donate earned and unused sick leave and/or vacation leave. This donation shall be irrevocable and shall be accomplished by the employee completing a written form entitled “Catastrophic Illness Sick Leave Bank Donation Form.” The form shall clearly state that the leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation and shall not be donated to a specific employee for his/her exclusive use.

Catastrophic Illness. “Catastrophic illness” is defined to mean an illness or injury that is expected to incapacitate an employee as defined in Section 4 of this Article, for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because s/he has exhausted all of his/her sick leave and other paid leave with the exception of Extended Leave, as defined by Section 13 of this Article, which shall follow any utilization of the Catastrophic Illness Leave Bank.

Governing Committee. The Governing Committee shall be composed of three (3) members:

1. Two (2) employees appointed by the Chapter Executive Board
2. The Superintendent or designee

The duties of the Governing Committee shall include the following:

1. To approve or deny requests for withdrawal from the Catastrophic Illness Leave Bank.
2. To make any additionally necessary governing decisions relative to the operation of the Catastrophic Illness Leave Bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of majority vote; three (3) votes will constitute a majority.

Qualifications to make donations. Any classified employee, confidential employee, or classified management employee is eligible to make an irrevocable donation to the Catastrophic Illness Leave Bank.

Amount of Donation. An eligible employee must initially donate a minimum of sixteen (16) hours of leave to the bank and eight (8) hours of leave each consecutive year.

All references in this procedure to hours of donations or utilization are based upon full time employment (eight (8) hours per day). Hours of donations or utilization for employees working less than eight (8) hours per day shall be credited or used on a pro-rata basis.

Qualifications of Recipient. Any regular employee suffering from a catastrophic illness is eligible to apply for use of leave days in the catastrophic illness leave bank. Only employees who meet the qualifications listed below will be eligible to utilize the Catastrophic Illness Leave Bank.

1. Current employees who have initially donated two (2) days of sick leave during the open enrollment period running from the start of the school year until October 1 and/or donated one (1) day of sick leave during the open enrollment period in all consecutive years. If an employee fails to donate in an open enrollment period, s/he must donate two (2) days of sick leave during a subsequent open enrollment period to be eligible to utilize Catastrophic Illness Leave Bank.

2. New employees who initially donate two (2) sick days during the first sixty (60) days of employment and/or one (1) day of sick leave during the open enrollment period in all consecutive years.
3. Employees must have exhausted all accrued paid leave credits, including all days of sick leave, vacation, and other form of paid leave, excluding Extended Leave, as defined in Section 13 of this Article, which shall follow any utilization of the Catastrophic Illness Leave Bank.
4. An employee must use all paid leave credits that s/he continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
5. The maximum number of hours to be utilized by one (1) employee for a single catastrophic illness shall not exceed four hundred (400) hours or fifty percent (50%) of the total available leave bank, whichever is less.

Verification of Illness. Any employee requesting use of sick leave hours in the Catastrophic Illness Leave Bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California.

Procedure.

1. Annual solicitation. Contributions for the Catastrophic Illness Leave Bank shall be solicited during the open enrollment period described above each school year. The District shall prepare all forms that are to be used for such contributions.
2. As needed solicitation. In the event that the hours available in the Catastrophic Illness Leave Bank are below four hundred (400) hours and an employee requests use of sick leave hours in the catastrophic illness leave bank, SEIU shall be permitted to solicit donations to the Catastrophic Illness Leave Bank using forms provided by the District.
3. All requests for use of accumulated sick leave hours in the Catastrophic Illness Leave Bank shall be presented in writing to the District that shall forward that request to the Governing Committee. The District shall provide the employee with a copy of this contract provision. It shall be the responsibility of the employee to satisfy all conditions of eligibility.
4. The District shall be responsible for tracking which employees have donated leave to the bank and how many hours have been withdrawn from the bank. The District will provide SEIU an accounting of the available hours in the Catastrophic Illness Leave Bank at the regular Joint Labor-Management Relations Committee.

## Appendix G: Meet and Confer of December 9, 2021

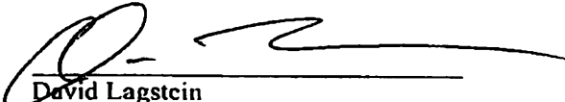
### MEET AND CONFER Updated December 9, 2021


#### FALLBROOK UNION HIGH SCHOOL DISTRICT ("DISTRICT") and SERVICE EMPLOYEE INTERNATIONAL UNION LOCAL 221 ("SEIU")

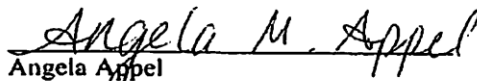
As part of the reorganization of salary schedules and updates to Appendix A specifically addressing negotiated language for Article 14.1 - Wages and Article 14.3 - Longevity the District and SEIU agree to the following:

- (A) The position of Administrative Assistant will change to Administrative Assistant - Education Services. The position of Secretary - Special Education and Student Services will change to Administrative Assistant - Student Services. The change will reflect a Grade increase. This will ensure equity amongst the current Secretary - Special Education and Student Services and Administrative Assistant, both of which have similar job responsibilities within their respective departments. The change would affect the title and job duties will be updated to reflect the current state of education and their actual duties. The update in job duties will be presented to SEIU in a follow up meet and confer.
- (B) The position of Payroll Benefits Technician will move from Salary Schedule 1 to Salary Schedule 2. The change will reflect an increase in salary based on information gathered from the job market study. The position will change from classified to confidential.
- (C) In order to avoid negatively impacting personnel currently in the position, the District agrees to change the Business Services Assistant position from classified confidential to classified when there is a vacancy in the job classification. The position will then move from Salary Schedule 2 to Salary Schedule 1.

Signed this Thursday, December 9, 2021:

  
David Lagstein  
Political Organizer  
Service Employees International Union  
Local 221

  
Ilsa Garza-Gonzalez  
Superintendent  
Fallbrook Union High School District

  
Angela Appel  
President  
Service Employees International Union Local 221