

Agreement which shall apply are Articles 1, 2, 4 (except that the decision to not re-hire shall not be considered a discharge), 5, 6, 8, 9, 10, 11 (except for Section 11.5), 14, 16 and 17.

**Section 11.5. Evaluation.** All regular and regular part-time employees will be evaluated by their immediate supervisor on an annual basis. Probationary employees shall be evaluated twice within the probationary period.

**Section 11.5.1.** The District shall provide an opportunity for employees to submit feedback on the performance of substitutes.

**Section 11.6. Classified Duties.** Classified staff may be used to supervise school children in non-instructional activities, and in instructional activities while under the supervision of a certificated employee.

## **ARTICLE 12 - SENIORITY**

**Section 12.1. District Seniority.** District seniority shall mean an employee's continuous length of service with the Employer. Seniority shall not apply to an employee until he/she has completed his/her probationary period. Upon satisfactory completion of his/her probationary period, the employee shall be credited with seniority from his/her date of hire.

**Section 12.2. Probationary Period.** A probationary period of ninety working days shall be established for all new employees. The probationary period may be extended by an additional thirty (30) working days if an evaluation of the employee's performance is completed and the employee is not satisfactory in all evaluative categories. Probationary employees may be summarily discharged.

**Section 12.3. Seniority Delimited.** Seniority shall be considered broken by discharge, resignation, retirement, or nine (9) consecutive months of layoff.

**Section 12.4. Classification Seniority.** Refers to an Employee's seniority in a specific job classification. An Employee transferring from one classification to another of equal or higher rating shall earn seniority in the new classification from date of transfer but shall continue to accrue seniority in the original classification, provided he/she served six (6) months in the classification. Thus an employee may hold seniority in two or more classifications.

### **Section 12.5. Layoffs and Recalls.**

**Section 12.5.1.** When the District contemplates a layoff or an elimination of a position within the bargaining unit, the District shall meet with a representative of the Union in a timely manner to explain the reasons for the layoff.

**Section 12.5.2.** The District shall provide the Union with the names of all employees to be laid off as soon as possible after such determination has been made.

**Section 12.5.3.** An employee who is about to be laid off as a result of being the least senior in a position shall have the opportunity to bump another employee who has less seniority in that classification provided the employee who is about to be laid off can satisfactorily perform the job.

**Section 12.5.4.** An employee who is about to be laid off as the result of being the least senior in a position and who cannot, for whatever reason, bump into another position in his or her classification shall have the right to bump another employee in any classification which he or she previously held, provided he or she has greater District-wide seniority than the employee he or she seeks to bump and provided further that he or she can satisfactorily perform the job.

**Section 12.5.5.** Employees laid off shall retain the right to recall up to two years from the date they are bid off. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. An employee recalled by the District for a position comparable to the one from which he/she was laid off and who rejects such an assignment shall not lose his/her recall rights and will be considered for subsequent vacancies along with all other laid off individuals. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position unless all laid off employees have rejected the position.

**Section 12.5.6.** Notice of recall shall be sent to the employee at his/her last known address. It is the employee's responsibility to apprise the District of their location so that the employer can contact them. Within forty-eight (48) hours after receipt of the recall notice, the employee shall notify the District of his/her intention to return to work or he/she shall be considered to have voluntarily quite employment with the District. An employee recalled by the District and accepting the position shall have two (2) weeks to report to work if employed elsewhere at the time of recall.

**Section 12.6. Postings and Promotions.** New positions or vacancies shall be posted for current employees at all buildings for five (5) full work days before advertising to outside applicants. All postings will have a posting date and a closing date. All postings will be stamped with current date when posted at the location. All postings will be available to current employees on the District website. A position shall not be considered new or vacant if filled by the transfer of employees as described below.

All current employees who meet the minimum qualifications and submits the application materials for a new or vacant position shall be offered an interview. Where all relevant factors (such as merit, ability, performance, physical and mental fitness) are relatively equal, length of continuous service shall govern. The District will not consider outside applicants until all current employees have already been interviewed and considered.

Prior to any involuntary transfer, the District and the Union will meet to discuss the rationale and selection of employees for transfer. Except for disciplinary transfers subject to just cause, employees will be involuntarily transferred to different assignments within their job

classifications only to accommodate changes in student, program or enrollment needs. The District will first ask for volunteers among the affected employees, and if no employee volunteers, the least senior employee in the affected assignment will be reassigned, unless the District and the Union agree otherwise.

**Section 12.6.1.** Due to the employees' lack of access to the bulletin boards during the summer months, a copy of all classified postings shall be sent to the chairperson of the unit and posted on the District's website. Prior to the last student attendance day each year, the Union shall inform the Superintendent who the chairperson is of each unit, accompanied with their summer address and phone number.

**Section 12.6.2.** The District will attempt to notify any substitute employee who has subbed within the past six (6) months, of any position openings for which they are qualified.

**Section 12.7. Added Part-Time Hours – Food Service, Maintenance/Custodian, Grounds.** When the hours of any part-time position in Maintenance/Custodian, Grounds, and Food Service increase to the number of hours of a regular shift in that classification, the position shall be offered by seniority within the classification.

**Section 12.8. Added Hours – Paraeducators.** If an additional Paraeducator assignment of one (1) hour or less is available at a site, such notice of assignment shall be posted at the site only. Paraeducators currently working at that site may apply for that time. The time will be assigned according to total district seniority if they have the necessary skills, abilities, and qualifications and if their current schedule would allow for such time.

**Section 12.8.1.** Any increased hours over one (1) hour will be posted district-wide.

**Section 12.8.2.** Additional time will not be assigned if it would result in overtime or conflict with required rest periods. Assignment of hours shall not be made if it would have a negative impact on a student's instruction.

**Section 12.9. Reduced Hours – Paraeducators.** When it is necessary to reduce Paraeducator's hours more than one (1) hour per day, the hours will be reduced from the least senior employee within the classification. When the hours of an Paraeducator drop below four (4) hours a day as a result of a District reduction in hours, the Paraeducator shall have the option of being placed on the layoff list. The District shall make a reasonable effort to keep Paraeducator hours the same throughout a school year.

**Section 12.10. Rescheduled Shifts.** When the District reschedules a swing or night shift position to a different (earlier) start time of more than two (2) hours, the position shall be posted and offered by seniority within the classification.

**Section 12.11. Probation in Promotion.** Any employee who is promoted may be returned or elect to return to his/her former position without prejudice within forty-five (45) days from the time of promotion.

**Section 12.12. Senior Employees.** Senior employees shall have the choice of vacation dates.

**Section 12.13. Opportunities for Employees.**

**Section 12.13.1.** Scheduled non-school day employment opportunities will be offered by seniority, first to current employees within the classification that work is to be done, once that group has been exhausted current employees outside of said classification shall be offered the opportunities.

**Section 12.13.2.** Employees designated to work shall be notified in writing at least one week prior to the beginning of the work scheduled.

**Section 12.13.3.** A letter of application for employment on non-school days must be on file with the District office. All letters must be renewed after October 1 of each year.

**Section 12.13.4.** Upon request, the District shall provide the union a list of employees with applications on file.

**Section 12.13.5.** Occasional substitutes for non-school day employment shall be called in a manner consistent with the above:

- a. Opportunities offered by seniority, first to current employees within the classification and next to employees outside the classification.
- b. Employees must have a letter on file, as referenced above, to be available for this work.

**Section 12.13.6.** To call occasional substitutes, the list of available employees for non-school day work shall be used as a roster in order of seniority. Regular substitutes are not on the list and only called when reasonable effort has been made to reach members on the list or the list is exhausted.

**Section 12.14. Job Shares.** The District will accept proposals from two employees to share one position. The District reserves the right to approve or reject the application. If the job share dissolves, the remaining employee will be required to assume the entire position. Each employee will be entitled to pay and other benefits in proportion to the employee's FTE.

**Section 12.15. Early Release Days.** Paraeducators will be given the option to work their regularly scheduled hours on any student early release days.

## **ARTICLE 13 - HOURS AND OVERTIME**

**Section 13.1. Overtime.** Overtime, except custodians, (see below) will first be offered to the person who is doing the work during their regular hours. Next, overtime will be offered by seniority to the qualified employees within the classification the overtime (extra time) is needed.