

HANDBOOK

For

**SUPERVISORY UNIT
EMPLOYEES**

Of

**MT. DIABLO UNIFIED
SCHOOL DISTRICT**



This handbook was developed by representatives of the Supervisory Employees' Unit and the District. It serves as a reference to many of the Board Policies and Rules that relate to supervisory employment and personnel administration. This handbook also incorporates provisions which reflect policies and practices specific to the Supervisory Unit. More detailed information may be obtained from the actual Board Policies, Rules and Bylaws, copies of which are available for reference at each District site or by calling the Personnel Office.

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AGREEMENT

This Agreement between the Mt. Diablo Unified School District Board of Education (hereafter District) and the Supervisory Unit Employees (hereafter Supervisory Employees) has been reached through “meeting and ~~negotiating~~ conferring” as defined by ~~Section 3540.1(h) of the Government Code~~ Section 3505 of the Meyers-Milias-Brown Act.

I. RECOGNITION

The California law governing collective bargaining in the public schools requires that each category of employee be designated to a “unit” in accord with legal definitions. The positions covered by this handbook have been designated as belonging to the Supervisory Unit because the employees in this unit assign work, ~~evaluate performance~~ and participate in employment and ~~disciplinary~~ processes. The employees supervised are designated to the Food Services Unit which is represented by the Teamster Union Local #856.

The District recognizes that the Supervisory Employees have chosen among themselves to be self represented.

II. COVERAGE

The Supervisory Unit consists of all employees in the classified service in the following classifications:

~~Food Service Manager~~ Lead Food Services Worker I
~~Senior Food Service Manager~~ Lead Food Services Worker II
~~Principal Food Service Manager~~ Lead Food Services Worker III
Production Food Service Manager

III. SUPERVISORY EMPLOYEES RIGHTS, PRIVILEGES AND BENEFITS

A supervisory Employee enjoys certain rights, privileges and benefits. These include, but are not limited to:

A. Representation

1. The Supervisory Unit has the right to meet with the Board of Education’s representatives for all employment issues determined to be “in scope” by the Public Employment Relations Board including wages.
2. Under certain restrictions, the unit has the right to communicate with other Supervisory Employees during working hours and to use District bulletin boards and facilities to conduct unit business.
3. The Supervisory Unit Employees will recognize the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the

District, the adoption of policies, rules, regulations, and practices according 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 then only to the extent such specific and express terms are in conformance with Federal Regulations and the laws of the State of California.

B. Due Process

A progressive disciplinary procedure protecting against suspension, demotion, involuntary reassignment/transfer or dismissal without sufficient cause is provided in Board policy and procedure. Progressive steps will be utilized to the greatest extent permitted by individual circumstances and be commensurate with the offense. These steps are as follows:

1. Verbal Reprimand
2. Letter of Caution (not placed in the Employee's Personnel file)
3. Written Reprimand
4. Suspension without pay
5. Involuntary reassignment to another location which results in loss of pay or to another classification or demotion.
6. Dismissal

Dismissal/Suspension/Disciplinary Action

A recommendation for disciplinary action may originate with the member of management considered to be the employee's supervisor. Such recommendation shall be submitted to the Director of Personnel who will further review the facts of the situation and proceed with appropriate steps.

Release of Probationary Employee

A probationary employee may be released at any time during the probationary period by the governing board upon the recommendation of the Superintendent. If the employee is probationary as a result of a promotion, the employee shall be reassigned to the classification from which the promotion was made unless the reasons for release would be cause for dismissal of a permanent employee.

No appeal is available to a probationary employee.

Just Cause

Among the causes which shall be deemed sufficient for suspension, demotion, or dismissal are the following:

1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules and regulations adopted by the governing board pursuant to it; provided that specific instances must be set forth as to any of the causes enumerated under this heading.

2. Conviction of a serious crime by a court of law; a record of one or more convictions which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or employment records concerning material matters.
3. Dishonesty, habitual drunkenness, immoral conduct, or addiction to the use of narcotics; frequent unexcused absence or tardiness.
4. Demonstration of physical or mental disability.
5. Continuing illness of a disabling nature after the exhaustion of illness leave of absence privileges.

Notice

No disciplinary action shall be effected unless an employee is served a written notice specifying the acts and omissions upon which the disciplinary action is based. Further, such notice shall contain a statement of the cause for the action taken, and such rule or regulation that the employee has violated. Additionally, the notice is to include a statement of the employee's right to a hearing on such charges and the time within which such hearing may be requested, which shall not be less than five days after service of the notice to the employee. In the absence of a demand for a hearing, the recommended disciplinary action will be effective on the date the employee was served with such notice.

The notice shall also contain a form, the signing and filing of which shall constitute an appeal and a denial of all charges, provided that it is filed within five (5) working days after receipt of the notice by the employee.

No permanent classified employee shall be dismissed, suspended or demoted unless given written notice signed by the Superintendent or his/her designee, identifying the reasons for the dismissal, suspension, or demotion, and the effective dates thereof.

If the employee fails to file a request for hearing as specific above, he/she will be deemed to have waived the right to a hearing and the recommended disciplinary action is effective immediately.

Right of Appeal/Hearing

If a hearing is requested, it shall be conducted by a hearing officer selected by the District and the employee. If agreement cannot be reached the District shall select the hearing officer. A record of the hearing may be made. Costs of the hearing shall be shared equally by the District and the employee.

The hearing officer shall submit recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.

The Board of Education may either accept, reject, or modify the recommended decision. If the Board of Education rejects or modifies the hearing officer's decision, it shall provide the employee with its rationale for the rejection or modification.

The decision of the Board of Education shall be final.

C. Personnel Records

A personnel file, comprised of records relating to employment status and quality of performance shall be kept for each current employee. This personnel file shall be maintained in the District Personnel Office.

All written materials filed (except for those unavailable by law) shall be made available for inspection by the employee.

A file shall be retained for all resigned or retired employees, including such essential information as deemed appropriate by the Superintendent.

All personnel files shall be considered confidential and shall not be available to persons other than the employee and those authorized by the Superintendent. The Superintendent shall establish a record system for logging the name of the person reviewing a personnel file and the date and time of the review.

Review of Personnel File (quoted from Ed. Code §44031)

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

D. Transfer/Promotion

1. **Transfer** is defined as movement from one location to another within the same job classification. When a vacancy occurs, employees in the appropriate classification will be notified before the position is announced for promotion.

Supervisory Unit Employees may request transfer in classification to other positions within the Supervisory Unit as vacancies occur. Requests will be reviewed by the Personnel Office and the appropriate department manager. Transfers will be granted in accordance with the needs of the District.

An employee who has applied for the vacancy shall be given the reason(s) in writing for his/her being unsuccessful upon written request.

Probationary employees may be ineligible for transfer. The final determination to grant or deny a request shall be made by the Director of Personnel or his/her designee.

2. **Promotional** opportunities available to Supervisory Unit Employees will be posted and processed in accord with Board Policy [Rule 4213.2(a)]. Any employee may qualify and be selected for placement in a class with a higher maximum salary range than that which he/she currently occupies. This change in assignment is termed a promotion and is effected in accordance with the procedures outlined in Rule 4211 relating to employee selection.

Beginning on the first day of paid service in a higher classification, the employee will receive the first step of the higher applicable salary range provided a minimum 5% upward adjustment over his/her present rate of pay occurs. In the event this does not occur, the employee will be placed on such step in the applicable new range that provides a minimum 5% upward adjustment in salary up to the final step of the new range.

An employee occupying a regular position may temporarily be promoted to a higher level class with appropriate administrative approval.

3. **Demotion** occurs when an employee is voluntarily or involuntarily placed in a class with a maximum salary range less than that which the employee currently occupies. An involuntary demotion is effected only under the provisions outlined in Section B relating to disciplinary action.

Upon demotion, the employee will be placed on the step in the lower salary range that is closest to his/her previous rate of pay without exceeding it, unless otherwise directed by the governing board.

E. Employment Status

Upon hire or promotion into a Supervisory position, an employee has regular status and is on probation for six months. A probationary period must be served for every new classification held. When probation is satisfactorily completed, the employee's status is changed to **permanent**. If probation is not completed in a satisfactory manner, a promoted employee who has permanent status in another classification shall be returned to that classification. If a newly hired Supervisory Employee does not satisfactorily pass the probationary period, he/she may meet with the Director of Classified Personnel to discuss the decision but has no rights to continued employment.

F. Vacation/Holidays

1. All Supervisory Employees earn two vacation days per month for each month worked to a maximum of 24 days per year for a 12-month employee.
2. All Supervisory Employees are entitled to payment for authorized holidays, provided he/she was in paid status during any portion of his/her work day immediately preceding or succeeding the holiday. Twelve (12) month employees are entitled to fourteen (14) paid holidays. Authorized holidays include:

January 1 (New Year's Day)

Third Monday in January (Martin Luther King, Jr. Day)

Third Monday in February (President's Day)

March 31 (Cesar Chavez Day)

A day to be determined during the Spring Recess (Board Holiday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

A Thursday in November (Thanksgiving Day)

A Friday in November (succeeding Thanksgiving Day)

Day preceding December 25 or January 1 (day before Christmas or New Year's)

December 25 (Christmas Day)

Floating Holiday (may be taken on a work day selected by the Supervisory Unit Employee). With the approval of their Supervisor, Food Services Supervisory Employees may take the floating holiday on a regular work day or be paid for the holiday.

Additional Holidays – Each day declared by the President or Governor of the State as a public fast, thanksgiving, or holiday, or any day declared as a holiday by the Board of Education shall be a paid holiday for eligible employees.

G. Leaves of Absence

1. **Sick Leave** – A full-time Supervisory Unit Employee accrues sick leave at the rate of one day for each month of service. A part-time Supervisory Unit Employee accrues sick leave on a prorated basis. Upon initial employment, a Supervisory Unit Employee is credited with the sick leave that he/she would normally accrue during the first six (6) months of service.

Sick leave does not accrue during periods of absence without pay that are over two (2) weeks, but does accrue during all periods of leave with pay.

In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor no later than the first working hour of the first day absent, unless conditions make notification impossible. By noon the day prior to his/her expected return to work, the employee must notify his/her supervisor in

order that any employee filling the position on a substitute basis may be terminated.

Immediately upon return to work after such absence, the employee shall fill out the appropriate form for reporting such absence and file it with the appropriate office.

Verification by a doctor may be required after an absence of five (5) consecutive work days.

The District reserves the right to require medical verification of illness for shorter periods of time when there is probable cause to require such verification. When possible, prior written notice of such requirements shall be given to the employee.

Extended Sick Leave – After all regular sick leave, accumulated compensatory time, vacation or other available paid leave has been exhausted and additional absence due to illness or accident is necessary, the employee shall receive the difference between his/her own salary and the amount paid to a substitute for a total of five months.

2. **Bereavement Leave** – An employee shall be granted up to a maximum of four (4) days leave with full pay in the event of the death of any member of the employee's immediate family, or five (5) days if travel beyond two hundred (200) miles is required, or ten (10) days if travel beyond the continental United States is required. An employee may elect to use, as additional bereavement leave, all or a portion of ten (10) days of personal necessity leave available to him/her.
3. **Improvement of Health** – Any Supervisory Employee may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not more than one (1) year. A written statement from a physician certifying the employee's ability to return to full-time service is required before reinstatement.
4. **Industrial Accident or Illness Leave** – A Supervisory Employee shall receive sixty (60) work days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is servicing the District and the accident or illness is reported to the agency handling Workers' Compensation claims in accordance with their regulations and the agency accepts responsibility for the treatment of the employee. Allowable leave shall not be accumulated from year to year.
5. **Maternity Leave** – Each female Supervisory Employee is entitled to a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Maternity leave shall be subject to the provisions covering sick leave. The length of the disability shall be determined by the employee and the employee's medical advisor. If the employee elects not to use sick leave, a

request for leave of absence without pay shall be submitted to the Personnel Office before the expected date of delivery.

6. **Military Leave** – The rights of employees to military leave are as specified in the Military and Veterans Code and Education Code.
7. **New Parent Leave** – A male or female parent of a newly born child shall be entitled, upon request, to a leave of absence without pay to commence any time during the first year after the birth of the child. This leave shall not exceed one (1) year.

A male or female employee who adopts an infant child (one year of age or less) shall be entitled, upon request, to a leave of absence without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. This leave shall not exceed one (1) year.

8. **Court Appearance and Jury Duty** – A paid leave of absence shall be granted a Supervisory Employee when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

A paid leave of absence shall be granted an employee when called for jury duty during regular working hours.

Any amount received as jury or witness fees by a Supervisory Employee granted such leaves of absence shall be paid to the District. Any mileage or parking allowance shall not be deemed to be a fee.

9. **Personal Necessity Leave** – A Supervisory Employee may use accumulated sick leave in cases of personal necessity. Use of sick leave under this term is limited to ten (10) days in any one fiscal year.

An absence form stating the conditions which caused the absence shall be submitted to the District indicating that sick leave was used for personal necessity. The employee may be required to furnish additional information.

The reason for taking personal necessity leave must be something that cannot be accomplished other than during the employee's regular working hours or deferred to a more convenient time to accommodate the work schedule. Vacation or recreational use or any use related to employment either present or prospective shall not be allowed.

10. **Religious Observance** – A leave of absence without pay, not to exceed two (2) days in any fiscal year, shall be granted employees for observance of a religious holiday of his/her faith.

11. **Family Care Leave** – The District shall abide by federal and state family care leave requirements as well as related leaves.

H. **SALARY ADMINISTRATION**

1. **Initial Placement** – Initial placement on the Supervisory Unit 5-step salary schedule is at Step One. When promoted, an employee is placed at the step that results in a least a 5% increase over his/her previous salary, not to exceed Step Five.
2. **Step Increases** – Upon the satisfactory completion of probation, an employee is advanced one stop on the schedule. Step increases are granted annually from that date up to Step Five of the schedule.
3. **Longevity Pay** – Extra pay for continued service with the District is provided under a longevity-pay plan. Employees completing ten (10) years of continuous service receive an additional three and one-half percent (3.5%) of their salary schedule rate. An additional three and one-half percent (3.5%) of the employee's salary schedule rate is received with each four (4) year period thereafter.
4. **Time of Payment** – Supervisory Employees are paid on the last working day of the month in which the work is performed. Overtime and extra work is paid no later than the tenth (10th) day of the calendar month following the month in which the work was performed.
5. **Temporary Promotion** – An employee temporarily assigned by his/her supervisor to the work of another classification shall be placed on the salary range for that classification. The step placement shall be to that step which permits at least a 5% increase over that received in the employee's normal classification, is possible. Placement shall not exceed Step 5. Payment at the higher rate shall cover the full period of such assignment.

I. **EMPLOYEE BENEFITS**

1. **Medical/Dental/Vision** – All Employees working more than 4 hours a day or 20 hours a week are eligible to receive medical, dental, and vision coverage.

The District shall provide full dental coverage and full vision coverage.

Medical Coverage: The District will pay up to 80% of the 2016 Kaiser CalPERS rate, by level, for single, employee + 1 and family plan who work at least 4 hours a day and/or 20 hours a week. Moving forward, in each subsequent Benefit Year beginning in 2018, the District will adjust the District payment up to 80% of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed 4 percent of the then current dollar cost. Should the dollar cost increase in any year exceed 4 percent, the District share will be calculated to include the 4 percent increase and the dollar amount over 4 percent increase shall be paid by the Employee, unless the District and Supervisory Unit determine a different amount. If this is the case, the District

share will be less than 80% of the then current Kaiser CalPERS rate, unless the District and Supervisory Unit negotiate a different amount.

- o In the event that the dollar cost increase exceeds 4 percent and District/ discussion regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

I.R.C. Section 125 Plan – A 125 Plan shall be available for unit members to use to pay with “pre-tax” dollars the difference between the District’s contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g. orthodontia, child care, etc. Purchase of these additional benefits is the employee’s sole responsibility; if an employee chooses to “set aside” a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

2. **In Lieu of Medical Coverage** – If an employee does not need medical coverage, he/she may elect to receive \$140 per month (or highest negotiated rate with any bargaining unit).
3. **Retirement System** – If an employee works at least 20 hours per week in a regular assignment, membership in Public Employees’ Retirement System (PERS) which is coordinated with Social Security is mandatory. Upon retirement from Public Employees Retirement System with at least five years of full-time service with the District and at least age 55, the District will pay the medical insurance premiums on the retiree (not to exceed the Kaiser cap) until retiree reaches age sixty-five as follows:

Medical and Dental Benefits for Members Who Retire ON or AFTER July 1, 2016: Effective July 1, 2016 the District will reimburse or reinstate coverage, taking into account each individual retirees' circumstances, for medical benefits for the retiree only at the CalPers Kaiser Rate as well as pay the cost of dental insurance for a maximum of ten (10) years or until the retiree reaches age 65, whichever occurs first. In order to be eligible for retiree medical and dental benefits, the employee must have worked for the District for at least five years prior to retirement. The employee must complete the appropriate application in the office of the General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

J. **HOURS OF WORK/OVERTIME/CALL BACK**

1. **Hours of Work** – All full-time Supervisory Employees work eight (8) hours per day, forty (40) hours per week.

Full-time Supervisory Employees are entitled to an unpaid thirty (30) minute paid lunch period and a paid fifteen (15) minute rest period in the morning and afternoon.

All part-time Supervisory Employees work less than eight (8) hours per day. Part-time Supervisory employees working five hours or more each day shall have an unpaid thirty (30) minute lunch period and a paid fifteen (15) minute rest period in the morning.

2. **Overtime** – Supervisory Employees are entitled to overtime pay at the rate of time and a half for all work over 8 hours in a given day and/or 40 hours in a given week.
3. **Call-back** – If unexpectedly “called back” to the work site due to some emergency, Supervisory Employees are entitled to a “call back” minimum of four (4) hours of pay.

K. EVALUATION

During probation, evaluations occur after two months and again after five months. After attaining permanent status, evaluations occur annually until Step 5 of the salary schedule is reached. After that, evaluation is required every other year. More frequent evaluations may be requested by employee or his/her supervisor.

L. COMPLAINTS

If a Supervisory Employee feels his/her rights have been violated or that Board policies/procedures have not been properly administered, there is a complaint process available (Board Policy 4218.1.3). The Supervisory Unit representative or the Personnel Office should be contacted for further information.

Procedure for Filing Complaints by Employees

1. A “complaint” shall be defined as an alleged misapplication of the policies and/or rules of the District. Procedures for a complaint provide a route of appeal through channels to the governing board, if necessary.
2. The official path of communication in dealing with complaints is as follows:
 - a. An employee should bring complaint questions and similar issues as defined in 1 above to employee’s immediate supervisor and/or building principal.
 - b. If the complaint is one that can be handled at the immediate supervisor level, the supervisor shall proceed to take whatever action is necessary.
 - c. If, in the immediate supervisor’s judgment, the complaint should go directly to central office level, the supervisor should consult with and/or turn the complaint over to the appropriate department head who shall inform the immediate supervisor concerning the disposition of the complaint.
 - d. In the event that an employee presents the division head with a complaint that had not been presented to the immediate supervisor, even though it should have

been so presented, the director will refer the employee back to the immediate supervisor and will so inform the immediate supervisor.

e. If any employee presents the division head with a complaint about which the employee has conferred with the immediate supervisor and about which the employee is still discontent, the director shall hear the employee's discussion and, in turn, shall hear the immediate supervisor's discussion.

The director shall then convene a joint conference of the division head, the immediate supervisor and the employee. Should such a conference not produce a mutually satisfactory solution, the director shall render a decision.

f. If the employee involved in "e" above is still dissatisfied with the decision as rendered, the employee may submit a written appeal to the Superintendent.

g. If, subsequent to "f" above, the employee is still dissatisfied with the decision rendered, the employee may submit a written appeal to the governing board.

h. If the governing board decides to consider the appeal, the Superintendent will arrange a hearing at a time suitable to all parties. After the hearing, the governing board shall render a decision which shall be final.

i. In some instances, the aggrieved party has recourse to legal action, in which event, all preceding activities become a matter of record. The subsequent court decision would then be the final decision.

3. Safety Concerns

a. Employees shall immediately report alleged violations of unsafe working conditions to his/her immediate supervisor.

b. The supervisor will respond in writing to the employee within 5 working days as to the timeline and action to be taken.

c. If the condition is not resolved during the timeline the employee may report them, in writing, to the Director of Food Services.

d. If the Director has not satisfactorily resolved the complaint within five working days, the employee may report, in writing, his/her concerns to the Chief Business Official.

e. The Chief Business Official has ten working days to respond in writing to the employee as to the timelines and action to be taken.

Any assault or threat upon an employee's person or property which arises out of his/her employment shall be reported by the employee to his/her supervisor and the appropriate law enforcement agency.

The District shall provide mandated training on Blood Borne Pathogens, and any other required by law. The District shall provide training for the operation of all present and new equipment.

M. PROPERTY DAMAGE

Unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:

- The loss or damage occurs through no fault of the unit member.
- Payment is subject to a ten dollar (\$10.00) deductible per occurrence.
- The maximum reimbursement for any one (1) loss shall not exceed two hundred dollars (\$200.00) except for articles of personal clothing when the maximum for any one loss shall be four hundred dollars (\$400.00).
- The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.

N. LAYOFF/REEMPLOYMENT

Layoff

1. Classified probationary or permanent status employees shall be subject to layoff for lack of work or lack of funds. The order of layoff shall be determined by length of service within the affected classification. Length of service means date of regular employment into the classified service for all employees. The employee with the least seniority in the affected classification including seniority accrued from serving in a higher classification shall be laid off first. If the layoff-affected employee previously served in a lower classification, seniority rights to employment in the lower classification may be exercised by the employee. Should this action result in the necessity to lay off an employee from the lower classification, the same seniority and reemployment procedures shall be applied.
2. Layoff-affected employees shall be given written notice not less than 60 days prior to the effective date of the layoff. Should the layoff result from the expiration of a specially funded program at the end of a school year, employees to be laid off for lack of funds shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement and reemployment rights. If the program termination date is other than June 30, such notice shall be given not less than 60 days prior to the effective date of the layoff. If the employee is eligible for continued employment in a lower class which will result in the displacement of another employee, this information will be included in the written notice along with a form on which the employee shall indicate the option to displace an employee in the lower classification or accept layoff.

3. An employee who elects to be laid off in lieu of displacing another employee shall be entitled to reemployment rights.
4. Should layoff for lack of funds become necessary because the District experiences an actual and existing inability to pay salaries of classified employees, or a layoff for lack of work results from causes not foreseeable or preventable, the written notice provisions shall not be required.
5. An employee occupying a regular position will not be subject to layoff from any position while employees serving on a short-term or substitute basis are retained in the same class.

Reemployment

1. Reemployment following a layoff shall be in the reverse order of layoff. Employees laid off for lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such layoff-affected employees shall be notified of and be afforded the right to participate in any promotional opportunities offered by the District during the 39 month period.
2. Employees who take a voluntary reassignment to a lower classification or voluntary reduction in assigned time in lieu of a total layoff, shall be granted an additional 24-month period of time toward restoration of previous classification or level of hours for a total of 63 months.

Computation of Seniority Credit

- a. Seniority is based upon the length of continuous service as a regular probationary or permanent employee in the classified service.
- b. Length of continuous service is determined by date of regular permanent employment in the classified service.
- c. Length of service is based upon all hours in paid status, recorded by classification, exclusive of overtime and unpaid leaves of absence. Paid hours accumulated during the work year, a holiday, vacation time off or paid vacation, extra duty assignments, recess or during any period that school is in session or closed will be included.
- d. "Hours in paid status" shall be service performed upon entering into regular permanent employment with the District except for service in restricted positions as provided by law.
- e. If the hours in paid status are equal, then the layoff determination shall be made on the basis of the greater hire date of employment seniority. If the

hire dates of employment are equal then the determination shall be made by lot.

- f. Seniority shall be recorded by each classification for service in multiple positions. If an employee previously held a higher classification than the classification in issue, the seniority hours accumulated in the higher classification will be combined with the current classification to determine seniority ranking.
- g. All levels of assigned hours in paid status within a classification will be counted for total credit. Individual seniority lists will be established to indicate the current level of hours within each classification effective on the date of the last payroll period prior to layoff notification.
- h. The effective date of position reclassification shall be used to determine the date seniority begins to accumulate within the classification. If the action was a retitling of a classification and the duties and responsibilities remain substantially the same, seniority credit shall continue from the old classification.
- i. Hours in paid status for a temporary promotion shall be recorded and credited specifically for the regular classification.

Displacement/Bumping Rights

- a. An employee may exercise seniority displacement rights in lieu of layoff to a previously held classification with the same or lower salary range if the employee has greater seniority than those employees presently serving in that classification. The employee may continue to bump into lower classifications to avoid layoff.
- b. An employee who elects layoff in lieu of displacement (bumping) rights maintains reemployment rights under this procedure.
- c. An employee who exercises displacement rights to a lateral or lower classification in lieu of layoff shall be credited with earned seniority in the classification from which the layoff is to be made, plus all earned seniority in any higher classification(s) in which service was rendered. The total seniority thus computed shall determine the employees' right to placement in the lower classification.
- d. An employee reassigned shall receive salary step placement in the lower classification range nearest or corresponding in dollar amount, but not greater, to that which was held in the higher classification.
- e. An employee in the lower classification who is displaced by this rule or reassignment has the same option of reassignment as if the position had been abolished or discontinued.

- f. An employee unable to obtain reassignment due to lack of seniority or lack of actual service in the lower classification, subject to District approval, may be considered and offered employment in a different classification in which no previous service was rendered, provided there is an actual vacancy in the lower classification, and provided further, that the duties and the job requirements of the lower classification are determined to be within the skills, abilities, and qualifications of the employee.
- g. An employee must notify the District in writing of such election not later than ten (10) calendar days after receiving notice of layoff in order to exercise the right for displacement to a lateral or lower classification or reduction in months or hours in lieu of layoff.
- h. An employee who has accepted a voluntary reassignment to a lower classification or voluntary reduction in assigned time in lieu of layoff shall, at the employee's option, retain eligibility to be considered for reemployment to former classification or restoration of former level of months or hours held when a vacancy occurs. The period of time granted for this action occurs for an additional twenty-four (24) months from the 39 months allowed for an actual layoff or a total of 63 months.
- i. An employee cannot exercise displacement rights to a higher classification.

Administrative Rules: Reemployment

- a. Reemployment shall be on the basis of seniority by classification in reverse order of layoff.
- b. A reemployment list shall be maintained listing the names of employees in reverse order of layoff. Reemployment eligibility shall continue for a period of thirty-nine (39) months from the effective date of layoff or for 63 months for employees accepting a reduction in lieu of layoff. Persons with reemployment rights shall be re-employed in preference to new applicants.
- c. Notices of reemployment shall be made in written form and a copy made a permanent part of the employee's personnel file. Notices shall be personally served or sent certified mail to the last known mailing address.
- d. An employee who is on layoff and is offered employment shall have ten (10) calendar days from the date of notice to accept or reject the offer.
- e. An employee on layoff who rejects three offers of reemployment to a former classification shall be considered to be in inactive status. Persons in inactive status retain reemployment rights for their period of eligibility but must contact the Classified Personnel Office and request a return to active status.

- f. An employee laid off for lack of work or lack of funds shall have the right to participate in promotional examinations and the vacancy selection process during the 39-month period.
- g. An employee who elects service retirement from the Public Employees Retirement System in lieu of layoff shall be placed on an appropriate reemployment list. If reemployment becomes available the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement.

O. Professional Growth

The District Food Service Department and Supervisory Unit agree to continue the Professional Growth Program for Food Service employees.

VI. SUPERVISORY EMPLOYEE RESPONSIBILITIES

Supervisory Employees have certain responsibilities to the District. These include, but are not limited to, the following:

- A. **TB Exam** – Evidence of freedom from tuberculosis is required upon initial employment and every four years thereafter.
- B. **Physical Exam** – A physical examination may be required at any time such examination appears necessary to preserve the health and welfare of the students and employees of the District, or as medical proof of physical or mental ability to perform assigned duties satisfactorily.
- C. **Attendance** – Supervisory Employees are to report for scheduled work assignments except as provided under authorized leaves of absence and report and absences on appropriate forms to the Payroll Department.

A Supervisory Employee is expected to report to his/her supervisor in advance of any known absence as soon as known (the day before or earlier), if possible, so that a substitute can be called if needed. A call to the supervisor by noon of the day before an expected return is required so that the substitute, if any, can be released.

- D. **Conflict of Interest** – A Supervisory Employee shall not engage in any employment, activity or enterprise that might result in or create the appearance of resulting in a conflict of interest with District employment.
- E. **Compliance** – A supervisory Employee shall comply with the California Retail Food Code, an excerpt of the California Health and Safety Code (Part 7). This includes maintaining certification in Food Safety and use of proper safety/hygiene equipment.

- F. **Resignation** – In order to resign in good standing, two weeks notice, in writing, is required to the immediate supervisor and the Personnel Office.

VII. SUPERVISORY SALARY SCHEDULE

A. Salary Agreement

FOR THE 2016-17 SCHOOL YEAR: Effective July 1, 2016, a 6.0% ongoing salary increase. (All unit members will receive if in paid status as of 7/1/16.)

FOR THE 2017-18 SCHOOL YEAR: Effective July 1, 2017, a 3.0% ongoing salary increase.

B. Term

This handbook shall remain in effect until revised by the parties. The contents will be reviewed annually.