

SALINAS UNION HIGH SCHOOL DISTRICT

AGREEMENT

**SALINAS VALLEY FEDERATION OF TEACHERS/
ADULT EDUCATION**

AND THE

SALINAS UNION HIGH SCHOOL DISTRICT

July 1, 2009 - June 30, 2012

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AGREEMENT

This agreement, hereinafter referred to as "Agreement", entered into this **7th day of June 2007** by and between the Salinas Union High School District, hereinafter referred to as "District", and the Salinas Valley Federation of Teachers, hereinafter referred to as "Federation", constitutes an agreement as provided under Section 3540.1 (h) of the Government Code.

ARTICLE I - RECOGNITION

The district recognizes the Federation as the exclusive representative for all certificated employees holding positions of adult school teacher, adult school teacher-in-charge, adult school counselor, and all other certificated employees, excluding the Director of Community Education, the Assistant Director of Community Education and coordinators. All newly created positions assigned to the Salinas Adult School shall be discussed with the exclusive representative to determine whether to include or exclude the position from the negotiating unit. Disputed cases shall be submitted to the PERB for resolution and not processed as a grievance.

ARTICLE II - DISTRICT RIGHTS

- A. All district rights and functions, including its power and authority to direct, manage and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this agreement.
- B. The District has the right to make reasonable rules and regulations pertaining to employees, consistent with agreement.
- C. In the event of an emergency, the District shall have the right to suspend any portion of this agreement for the period of time necessary to resolve the problems caused by the emergency. The District and the Federation shall meet to determine the effects of the emergency. An emergency shall exist when determined by the Governing Board and such determination shall not be subject to the grievance procedure.

ARTICLE III - DURATION

Except as otherwise stated in Article XX (SVFT) – Completion of Agreement and Reopener, this Agreement (**See Appendix A**) shall remain in full force and effect up to and including the thirtieth day of June in the year two thousand and eight (**June 30, 2008**) and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than October 1 of its request to modify, amend, or terminate the Agreement. The terms of this Agreement shall be effective upon the signing of this Agreement.

ARTICLE IV - LEAVES

- A. **Sick Leave:** Each employee shall earn and receive sick leave during a calendar year or any portion thereof as follows:
1. One (1) clock hour of sick leave shall be earned for each 17.5 clock hours worked to a maximum of 96 clock hours per calendar year.
 2. Employees shall not earn sick leave for hours not worked.
 3. Earned sick leave as defined herein is accumulative on a year-to-year basis.
 4. Employees shall be entitled for purposes of retirement service credit no more than sixty (60) hours of any one fiscal year through hourly certificated employment, contract certificated employment, or any combination thereof. Additional sick leave may be earned as described herein, but shall be for use within the Salinas Union High School District only, shall not be usable for retirement credit at time of retirement, and shall not be transferable either within the Salinas Union High School District or between school districts.
- B. **Sick Leave: Proof of Illness:** It is the responsibility of the employee to provide proof of illness or injury upon request. Employees who are absent on sick leave shall be considered as absent without pay unless satisfactory proof of illness is filed with the District stating that the employee could not or should not perform his/her normal duties. Such proof shall ordinarily be satisfied by filing a Cause of Absence Form, but may include a physician's verification of illness or injury if requested by the District.
- C. **Sick Leave Donation Program:** The District and the Federation mutually agree to implement an employee sick leave donation program for the utilization of employees who are suffering from a long term illness and who have exhausted all other paid leave.
1. Qualified applicants will be those who have medical verification of long-term serious illness and who have exhausted all of their sick leave and any other paid leave. A long term serious illness is usually one that is either terminal or permanently debilitating.
 2. Written application will be required from the applicant prior to consideration. If the applicant is unable to make written application, a family member may serve as an alternate.
 3. The committee to review the requests shall be composed of the Assistant Superintendent of Personnel, the site supervisor, the Federation president and an additional member.
 4. Information reviewed at the meeting shall include the nature of the request, the nature of the serious illness, the candidate's prior work/absence history and any other pertinent information.