

**Agreement Between  
Capistrano Unified School District  
and  
General Truck Drivers, Office, Food &  
Warehouse Union  
Teamsters Local 952**

**For the Period  
July 1, 2019 to June 30, 2022**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, CA 92675

**BOARD OF TRUSTEES**

**Jim Reardon, President**  
**Martha McNicholas, Vice President**  
**Gila Jones, Clerk**  
**Krista Castellanos**  
**Judy Bullockus**  
**Amy Hanacek**  
**Patricia Holloway**

**DISTRICT ADMINISTRATION**

Kirsten M. Vital  
Superintendent

Tim Brooks  
Associate Superintendent  
Human Resource Services

Teamsters Local 952

**GENERAL TRUCK DRIVERS, OFFICE, FOOD & WAREHOUSE UNION**

Grant Maertz, President/Business Representative  
Louis Maull, Shop Steward, Driver  
Lima Omar, Shop Steward, Driver  
Alex Perez, Shop Steward, Mechanic

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## **ARTICLE 1 - Agreement**

- 1.1 This agreement is made and entered into between the Capistrano Unified School District, hereinafter referred to as "District", and General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".

This concludes negotiations and closes the contract between Teamsters and Capistrano Unified School District for 2019-2022. The duration of the agreement shall be for two years, expiring on June 30, 2022.

If a different bargaining unit enters into reopener negotiations for Wages or Health and Welfare, Teamsters will also enter into reopener negotiations for these Articles.

- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2022, when it shall terminate.

## **ARTICLE 2 - Recognition**

- 2.1 The District recognizes the Union as the exclusive bargaining representative in accordance with Section 3540.1 (e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.

### **2.2 Representation**

The exclusive representative shall represent classified employees who are full-time or part-time, probationary or permanent employees, and who hold positions in the Transportation Department of the District as listed in Article 2.2.1 below

- 2.2.1 Automotive Mechanic  
Transportation Dispatcher; 10, 11, and 12 month position  
Heavy Duty Mechanic  
School Bus Driver  
School Bus Inspector/Serviceperson  
Vehicle Maintenance Leadperson  
Vehicle Serviceperson  
Delegated Behind the Wheel Trainer  
Lead School Bus Driver  
State Certified Instructor

- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code, employees who are not listed in

Section 2.2.1 above, and management, confidential, and supervisory employees as listed in Board Policy 2411 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative.

2.3.1 All District classifications designated management, supervisory, confidential and any designated per Government Code Section 3540.1.

2.4 The District shall notify the Union of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirements of Sections 2.2 and 2.3 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Union. Any disagreements regarding the assignment of newly created classified positions to the unit shall be referred to the Public Employment Relations Board for resolution through the unit modification procedures of Title 8.

2.5 New work that falls within the scope of Article 2.2 shall be negotiated with the exclusive representative. New work shall include, but not limited to work/items that are currently not covered by this agreement. Should a vote be required, the vote shall be held among the appropriate seniority unit employees being assigned the negotiated work.

### **ARTICLE 3 - Hours of Employment and Overtime**

3.1 The work week and work day of all employees will be prorated against the schedule for full-time employees, which shall consist of five consecutive days, eight hours per day and 40 hours per week. The District may establish a 10 hour per day, 40 hour per week, four consecutive day work week for all employees, for certain classes of employees, or certain employees within a class. Exceptions to this full time schedule will be based on operational and educational needs of the District and will not be made arbitrarily.

3.1.1 The District shall determine the work days, number of hours and the hours of the day to be worked by each employee. The District shall assign work to an employee during the employee's regular work hours. Each unit member's regular assignment shall be established through a bid process in August of each year. Summer driving assignments shall not be part of a driver's regular assignment and shall be set each year through a separate bid process in May or June. Spring and winter break assignments shall not be part of a driver's regular assignment and shall be assigned as extra duty. Except as modified with respect to employees covered under section 18.10.1, the District may change the starting and ending time and the hours of the day worked by an employee when such changes do not impact the total number of hours worked by the employee in his/her regular assignment. The District will discuss assignment adjustments with the unit member prior to effecting a

change in assignment. The District will make every effort to maintain start and end times. The member shall have the option to remain in the modified assignment or to be offered the next available assignment. The employee is to be notified in writing 10 working days prior to the change in the hours worked taking effect. Reduction in the number of notification days can be made by mutual agreement of the employee and the immediate supervisor.

- 3.2 When the Superintendent or designee determines that the work day or work week must be extended beyond the time stated in Section 3.1 above, in order to carry on the business of the District, the following shall apply:
- 3.2.1 “Overtime assignment” is any duty or responsibility assigned to a unit member which results in the unit member working in excess of eight hours in a day or 40 hours in a week; or in excess of 10 hours in a day or 40 hours in a week for employees assigned to work a 4 days a week or 10 hours a day work schedule.
- 3.2.2 Overtime work shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of eight hours in one day (or 10 hours in a day for employees assigned to work a four days a week, 10 hours a day work schedule), or 40 hours in one week.
- 3.2.3 Hours paid at the overtime rate for hours worked in excess of eight hours in one day or 10 hours if applicable shall not be counted again in determining the hours worked in excess of 40 hours per week.
- 3.2.4 An employee's workweek shall commence on Monday of each week unless the employee's bid assignment provides otherwise. A five day employee's work week shall commence on Monday or Tuesday of each week. A four-day employee's workweek shall commence on Monday, Tuesday or Wednesday of each week. For a five day employee, hours worked by an employee shall be compensated at the overtime rate of one and one-half times the employee's regular hourly rate for hours worked on the sixth consecutive day following the commencement of his/her workweek, if the employee has worked a minimum of four hours in each of the five preceding consecutive days. For a four day employee, hours worked by an employee shall be compensated at the overtime rate of one and one-half times the employee's regular hourly rate for hours worked on the fifth consecutive day following the commencement of his/her work week, if the employee has worked a minimum of four hours in each of the four preceding consecutive days.
- 3.2.5 Hours worked by a five day or four-day employee in excess of their work week shall be compensated at the overtime rate of one and one-half times the employee's regular hourly rate.

- 3.2.6 Hours paid at the overtime rate for work performed on the fifth, sixth or seventh consecutive day following the commencement of the workweek shall not be counted again in determining hours worked in excess of eight hours in a day or hours worked in excess of 40 hours per week.
- 3.2.7 If an employee works on a holiday designated by this agreement, the employee shall receive his/her normal holiday pay plus one and one-half times the employee's regular hourly pay for all hours worked on the holiday.
- 3.2.8 Except as otherwise provided in this agreement, overtime work will be distributed on a rotational basis equally among employees of the same classification within the department as far as it is practical and consistent with work requirements. Every effort will be made to notify employees in eligible classifications of available overtime work. Information regarding all work performed, including overtime and extra work will be available to the Job Stewards upon request and no later than seven days following the close of each monthly pay period.
- 3.2.9 The Superintendent or designee must approve all overtime in advance.
- 3.2.10 The overtime provisions of this agreement are voided and will not be paid if the overtime was due to a critical emergency caused by a civil disaster or other such major occurrence which requires the use of school employees to meet community or school obligations.
- 3.3 Rest Periods
  - 3.3.1 Classified employees of the District who work a minimum of 3.5 hours per day, but less than seven hours per day, shall be entitled to one 15 minute paid rest period per day.
  - 3.3.2 Employees working a minimum of seven hours or more per day shall be entitled to two 15 minute paid rest periods, each occurring insofar as practicable in the middle of each work period.
- 3.4 Lunch Period
  - 3.4.1 Employees who work at least six hours per day shall be entitled to an unpaid lunch period of at least 30 minutes.
  - 3.4.2 Such unpaid lunch periods will be scheduled at or about the midpoint of the work schedule as practicable and consistent with requirements of the orderly operation of the District.

- 3.4.2.1 Employees may use a District vehicle to take a break provided the break occurs more than a three mile radius from the yard. The employee must notify the District of such break. Continuance of the plan will be based upon responsible and safe actions on the part of the drivers.

In the event that the District must discontinue this agreement, employees shall be given advance notice and an explanation of the reason(s) for this action. Advance notice shall be defined as five days unless circumstances or operational needs dictate immediate action.

- 3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work a six hour work schedule through mutual agreement with the District.

### 3.5 Shift Differential

- 3.5.1 An employee in the bargaining unit whose assigned work shift begins at 3:00 p.m., or begins at 5:45 a.m. or earlier, shall be paid a shift differential premium of .39 cents per hour in addition to the regular rate of pay for all hours worked. The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate (base rate plus .39 cents per hour).
- 3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Union will mutually agree on a shift differential premium for such shift.

### 3.6 Recall Time

- 3.6.1 Employees recalled to work after going home, or called to work on Saturday, Sunday, or a holiday shall be compensated with a minimum of three hours pay at time and one-half of the employee's regular hourly rate.
- 3.6.2 Article 3.6.1 shall not apply to Transportation unit members recalled between runs.

### 3.7 Adjustment of Part-Time Work Schedules

- 3.7.1 An employee in the bargaining unit who works 30 minutes or more per day in excess of his/her regular part-time work schedule for a period of 20 consecutive working days or more shall have his/her regular work hours adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.



3.8 Year Round School

- 3.8.1 Unit members who work year round schedules shall be recognized as classified employees for 12 months per year (consistent with Education Code 45102).
- 3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.

**ARTICLE 4 - Grievance Procedure**

4.1 Definition of Terms

- 4.1.1 A "grievance" is an allegation by a grievant or the Union that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.
- 4.1.2 A "grievant" is an individual employee in the bargaining unit or the Teamsters Union covered by the terms of this agreement who alleges a grievance.
- 4.1.3 A "day" is a day in which the central administrative offices of the District are open for business.
- 4.1.4 An "immediate supervisor" is the supervising administrator having immediate jurisdiction over the grievant.

4.2 Procedures

4.2.1 Informal Level

- 4.2.1.1 Before filing a formal grievance, the grievant should attempt to resolve the matter by an informal conference with his/her immediate supervisor. The immediate supervisor will write a summary describing the conference and will give a copy of the summary to the grievant or representative if the employee submits a written request.

4.2.2 Formal Level

- 4.2.2.1 Level One: Within 30 days after the occurrence or awareness of the occurrence, or the act of omission giving

rise to the grievance, the grievant must present his/her grievance on the prescribed grievance form to his/her immediate supervisor.

The form shall include statements indicating:

- (1) How the individual employee was adversely affected;
- (2) The specific section of the contract allegedly violated;
- (3) The specific remedy sought by the employee to resolve the grievance;
- (4) Time limits or extensions at all levels are the same as described in level one.

A conference shall be held within 10 days of receipt of the grievance with the appropriate manager, grievant and representative of the Union.

The immediate supervisor shall communicate his/her decision to the employee in writing within 10 working days after the formal conference. This time frame may be extended by mutual agreement by the grievant and the supervisor, and will automatically be extended to cover vacations, absences or breaks. If the time limits are not met, the grievant may appeal to the next level.

- 4.2.2.2 Level Two: A grievance appealed to level two shall be with the Director of Transportation or designee, grievant, and representative of the Union. The appeal shall include a copy of the original grievance, the supervisor statement, and in writing, the reason for the appeal. The appeal shall be submitted on the prescribed form.

The Director of Transportation or designee shall communicate his/her decision to the Union and grievant within the time limits. If the time limits are not met, the grievant or the Union may appeal to the next level.

- 4.2.2.3 Level Three: A grievance appealed to level three shall be with the Superintendent or designee, grievant and representative of the Union. The appeal shall include all documentation from all prior levels, and in writing the reason for the appeal.

The Superintendent or designee shall communicate his/her decision to the Union and grievant appeal to the next level.

- 4.2.2.4 Level Four: A grievance appealed to level four shall be a request by the Union for advisory arbitration. The request shall include all documentation from all levels, and writing the reason for the arbitration.

The Union and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached within five days, they shall request the California State Conciliation Service to supply a panel of five names of persons experienced in arbitration.

Each party shall alternately strike names until only one name remains. The remaining name shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a recommendation to the Board of Trustees on the grievance submitted to him/her.

The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board shall be final and binding on all parties. Nothing stated herein shall preclude the Union from appealing the decision to a court of competent jurisdiction.

#### 4.3 Union Representation

- 4.3.1 An employee shall have the right to request assistance from the Union in the processing of the grievance. In the event an employee exercises his/her right to present a grievance at Level One without the intervention of the Union, any resolution of the grievance shall not be inconsistent with the terms of this agreement, nor shall the District agree to the resolution of the grievance until the Union has received a copy of the grievance, the proposed resolution and has been given an opportunity to file a response. An employee has the right to waive representation by

the Union at Level One. Such waiver will be indicated on the Union Grievance Form.

#### 4.3.2 Stewards

The District recognizes the right of the Union to designate up to three Job Stewards and alternates from the District seniority list per site. The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances with the District or the designated District representative in accordance with the provisions of the Collective Bargaining Agreement.
- (2) The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such message and information:
  - a. Have been reduced to writing; or
  - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the District's business.

Job Stewards or alternates have no authority to take strike action, or any other action interrupting the District's business, except as authorized by official action of the Union. The District recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

The Job Steward or alternate shall be permitted reasonable time to investigate, present and process grievances, and participate in disciplinary meetings on the company property without loss of time or pay during his/her regular working hours without interruption of the District's operation by calling group meetings; and where mutually agreed to by the Union and the District, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Job Steward's or alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the job steward.

The Job Steward, or alternate, shall be permitted reasonable time off, without pay, to attend Union meetings called by the Union. The District shall be given 24 hours prior notice by the Union.

- 4.3.2.1 The Union shall notify the District in writing of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner which minimizes release time for processing grievances.
  - 4.3.3 The Union Secretary-Treasurer or designee shall be responsible for representing employees who request assistance at Levels Two, Three, and Four of the grievance procedure.
- 4.4 Miscellaneous
  - 4.4.1 No reprisals shall accrue to bargaining unit employees by reason of exercising their rights under this grievance procedure.
  - 4.4.2 The time limits specified at Level One in the grievance procedure shall be considered to the maximum and efforts shall be made by both parties to meet these time limits. The time limit; however, may be extended by mutual written agreement.
  - 4.4.3 Failure at any level of this procedure to appeal a grievance to the next level in the specified time limits shall be deemed as acceptance of the decision as rendered.
  - 4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.
  - 4.4.5 The grievant may seek assistance from the Union at Level One of the grievance procedure. Representation by the Union shall be included at all other levels.
  - 4.4.6 Group Grievances
    - 4.4.6.1 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two, provided the Director of Transportation or designee agrees to such action. Grievances involving more than one employee with the same immediate supervisor shall be filed at Level One.
  - 4.4.7 Separate Grievance File
    - 4.4.7.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
  - 4.4.8 A grievant or any employee of the District required to appear at any of the hearings and whose testimony is relevant shall be released without loss of pay at reasonable times and for reasonable periods, provided

such release time does not interfere with the orderly operation of the District.

#### **ARTICLE 5 - Safety**

- 5.1 The District shall continually strive to provide a safe working environment including conditions, facilities, and equipment.
- 5.2 The District shall create a District safety committee with balanced representation, classified bargaining unit (2), certificated bargaining unit (2), Union (2) and District (2). In addition, the committee shall be chaired by the Risk/Insurance Manager. The Union shall appoint bargaining unit representatives to the committee. The safety committee shall meet as needed, but no less than three times a year to review the safety issues important in the District. The safety committee may be convened in an emergency. Any recommendations shall be forwarded to the Superintendent or designee for appropriate action.
- 5.3 To ensure that exposure to unsafe conditions is minimized, employees are encouraged to be safety conscious in their own actions. It shall be the responsibility of the employee to report any alleged unsafe working conditions to their immediate supervisor on the appropriate District form. The immediate supervisor shall respond to the employee within five working days, except in an emergency.
- 5.4 If the immediate supervisor is unable to provide relief to the situation, he/she shall forward written reports from employees regarding unsafe conditions to the District Safety Coordinator (Risk/Insurance Manager). The District Safety Coordinator shall respond within 10 working days to the employee via the immediate supervisor regarding appropriate action to be taken. If no action is to be taken, the Coordinator shall indicate, in writing, the reasons for such inaction.
- 5.5 It is the responsibility of the employee whose job requires use of tools, equipment, or motor vehicles, to do so in a safe, prudent, and lawful manner.
- 5.6 Safety equipment currently required by and paid for by the District shall continue to be paid for by the District as such equipment is required.
- 5.7 The above language does not restrict Unit members from establishing a separate safety committee for transportation employees.

#### **ARTICLE 6 - Evaluation Procedure**

- 6.1 Probationary employees shall be evaluated at least two times during the six month probationary period.
- 6.2 Permanent employees who have earned regular status within the District shall be evaluated at least once yearly. If a unit member is not evaluated by the immediate

supervisor in any given year, the evaluation will be considered to meet District standards.

- 6.3 If deemed desirable by the Superintendent or designee, or the employee's immediate supervisor, the employee shall be evaluated at more frequent intervals.
- 6.4 Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. The employee shall be given the option to provide input on a voluntary pre-evaluation form prior to the final report being written.
- 6.5 An interview between the employee and the evaluator must take place to discuss the factors which have been evaluated. No evaluation of any employee will be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be given an opportunity to add any comments to the evaluation he/she desires and shall have the right to review and respond to any unsatisfactory evaluation on a released-time basis. If the employee adds no comment or declines the opportunity for discussion of the evaluation within 10 work days from the evaluation interview, the evaluation shall be placed in the personnel file.
- 6.6 All copies are to be signed by the employee and the supervisor. The fact that the employee signs does not necessarily mean that he/she agrees with the evaluation.
- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal.
- 6.8 In the event a probationary employee is not recommended for regular status, he/she should be notified and given reasons for the denial of permanent status before the expiration of his/her six month probationary period. The District will consider an extension of the probationary period for an additional period of up to six months when, in the District's judgment, such action would be of benefit to the employee and the District's operation.

## **ARTICLE 7 - Transfers and Promotions**

### **7.0 Definitions**

- 7.0.1 "First Consideration" as used in this section means bargaining unit employees shall be given preference over outside candidates in those instances where the qualifications of the internal candidate are superior or equal to that of the external candidate.
- 7.0.2 "Qualifications" shall be job related as measured by training, experience, work history, written test or exercises, performance, or oral examinations.

- 7.0.3 "Employee Initiated Transfer" is a transfer to a position within the employee's same classification which is requested by the employee.
- 7.0.4 "District Initiated Transfer" is a transfer to a position within the employee's same classification which is originated by the District.
- 7.0.5 "Permanent Unit Member" means an employee who has passed an initial probationary period to the District.
- 7.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted on designated bulletin boards for a period of six full working days, during which time employees may make application for the vacancy or new position.
- 7.2 Promotional Procedures
  - 7.2.1 Employees in the bargaining unit who meet the qualifications for a new or promotional position, or a position of the same salary grade, shall be given first consideration in filling job vacancies. In the event that two employees are rated exactly equal on all criteria, seniority will be used as a tie breaker. Vacancies will be filled within 60 days.
  - 7.2.2 Whenever a vacant bargaining unit position is considered promotional, the District will include a member of the bargaining unit on the initial interview panel.
- 7.3 Job vacancies which are posted shall include: (1) The job title; (2) a brief description of the position and duties; (3) qualifications required for the position; (4) the work schedule; (5) the salary range; (6) the deadline for filing to fill the vacancy; and (7) the job site, if known.
  - 7.3.1 If an employee in the bargaining unit is not selected for the vacant position, Human Resource Services shall provide the employee with the reasons for denial at the time of notification, or in writing, within five days of a request by the employee.
- 7.4 An employee on leave or vacation during the period of the posting shall be notified in writing, at the last known address, of the job vacancy by the District, provided the employee specifically requests in writing that Human Resource Services do so before his/her leave or vacation commences. An employee on leave or vacation may authorize the Union to file on the employee's behalf. Employees must make themselves available for the selection process by the termination of the posting period in order to be considered for the vacancy.
- 7.5 Employee Initiated Transfer



7.5.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by submitting a transfer request form to the Personnel Services Department. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

7.5.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: (1) Evaluations and other objective means of rating work performance; (2) special skills, abilities and qualifications of the employee; (3) needs of the site and/or District; (4) welfare of students; (5) instructional needs; (6) years of service to the District.

Upon written request from the employee or the Union, the District shall provide specific information relative to 7.5.2.

#### 7.6 Probationary Employees

7.6.1 Probationary employees will not be considered for promotions as described within this article.

7.6.2 It is also the intent of the parties to this agreement not to allow transfers of probationary employees, except due to extenuating circumstances or due to the provisions of Section 7.8 herein.

#### 7.7 Employees Failing to Meet Requirements of New Position

7.7.1 When an employee is promoted to a new position, he/she shall be assigned to a new probationary period of six months. If an employee fails to meet the requirements of the new position, he/she shall be placed in a position within the classification from which he/she was promoted.

#### 7.8 District Initiated Transfer

7.8.1 District initiated transfer may be initiated by the Superintendent or designee(s).

7.8.2 District initiated transfer shall be considered and acted upon based upon one or more of the following criteria: (1) Drop in enrollment or redistribution of categorical or project funds; (2) needs of the site and/or District; (3) welfare of students; (4) instructional needs; (5) to conform to the requirements of the Americans with Disabilities Act (ADA); (6) the need for a unit member with special skills specifically necessary to a particular work site.

7.8.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least seven working

days prior to the effective date. Notification may be less than seven days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree. Employees shall also receive notification of their right to a conference pursuant to Article 7.8.4.

7.8.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. The unit members shall have the right to a Union representative at the meeting and be notified of the reasons for the transfer, if they request them.

7.8.5 Upon written request to Human Resource Services, employees may also request a conference regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by a Union representative. The Union or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five working days.

## 7.9 Temporary Promotions

7.9.1 When an employee is required to perform duties which do not reasonably relate to those fixed for the position by the District for a period of more than five working days within a 15 calendar day period, his/her salary will be adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties being performed outside the normal assigned duties of his/her classification.

## ARTICLE 8 - Leaves

### 8.1 Leave Procedure

8.1.1 Employees who find it necessary to be absent from duty shall notify their immediate supervisor as far in advance of the anticipated absence as possible. Employees must verify any absence and complete absence reports which may be required by the District.

8.1.2 An employee shall notify the Dispatch Supervisor or Designee by 2:00 p.m. of the working day preceding the day he/she intends to return to the job. If a driver is unable to call in by 2:00 p.m., but is able to return to work and calls in by 5:00 a.m. the next day, the driver is guaranteed his/her bid hours, but not the bid schedule. If the driver fails to call in by 5:00 a.m. and desires to work, there is no guarantee of hours or schedule.

8.1.3 Employees who request leaves of absence of other than an emergency nature shall notify the immediate supervisor at least 10 days prior to the

commencement of their leave except as otherwise stated herein. Leaves of absence, when granted, shall also specify when the employee is to return from leave.

- 8.1.4 Employees who do not request leave in accordance with the above notification procedures shall lose one day's pay for each day of unapproved absence.
- 8.1.5 The District may grant or deny a request for leave and shall determine whether the requested leave will be paid or unpaid in accordance with this agreement and state and federal law.
- 8.1.6 Time lost due to absence may be made up upon approval of the Superintendent or designee. Such made up time does not qualify as overtime for purposes of salary payment.
- 8.1.7 An employee will be discharged if he/she is absent in excess of three work days without reporting to his/her immediate supervisor unless, within a reasonable time thereafter, he/she shows good cause why it was impossible for him/her to report within such three day period.

## 8.2 Bereavement Leave

- 8.2.1 Employees shall be granted a leave without loss of pay for a period not to exceed three days upon the death of a member of the immediate family. If out-of-state travel or travel in excess of 300 miles is required, an additional two days of leave without loss of pay may be granted.
- 8.2.2 For the purposes of this section, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, stepchild, former guardian of the employee, or any individual living in the immediate household of the employee.

## 8.3 Jury Duty & Legal Leave

- 8.3.1 Employees shall be granted leave with full pay for regularly called jury duty. The employee shall receive pay in the amount of the difference between the employee's regular salary and any amount he/she receives as jury service, exclusive of reimbursement by the court for jury duty expenses during the time he/she serves on the jury.
  - 8.3.1.1 Juror's fees shall not include any meal, mileage, and/or parking allowance provided the employee for jury duty.

- 8.3.2 An employee in the bargaining unit whose regular assigned shift commences after 3:00 p.m. and who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.
- 8.3.3 The Superintendent or designee may grant a leave of absence to employees to appear as a witness in court other than a party to a lawsuit or to respond to an official order from another government jurisdiction for reasons not brought about through any wrongdoing of the employee.

#### 8.4 Military Leave

- 8.4.1 Involuntary military leave with pay, not to exceed 30 days a year, shall be granted to qualified members of the reserve components of the Armed Forces of the United States upon presentation of orders to military duty from appropriate authority in accordance with the Military and Veterans Code.
- 8.4.2 Military active duty for training which is contingent upon the consent of the employer shall be granted at the discretion of the Board of Trustees.

#### 8.5 Illness or Injury Leave

- 8.5.1 Full-time classified employees regularly employed five days a week for 12 months shall be entitled to 12 days leave of absence without loss of pay for illness or injury.
- 8.5.2 Employees employed five days a week for less than a full fiscal year are entitled to that proportion of 12 days leave of absence for illness or injury without loss of pay as the number of months the employee is employed bear to 12.
- 8.5.3 In any event, employees entitled to leave without loss of pay for illness or injury who work less than full time per Article 3 of this agreement shall be entitled to that portion of leave as the hours they work bear to 40 hours per week and 12 months per year.
- 8.5.4 The amount of such illness or injury leave not utilized shall be accumulated from year to year without limit.
- 8.5.5 Upon the date of initial employment and each July 1 thereafter, the employee shall have advanced to his/her illness and injury leave account the number of days he/she is entitled to per the provisions stated above. A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled,

until the first day of the calendar month after completion of six months of active service with the District.

- 8.5.6 When the employee is absent from his/her duties due to illness or injury for a period of more than five consecutive days, the employee shall supply the Superintendent or designee with a statement from a physician, or qualified health practitioner, verifying the employee's illness or injury. If the illness or injury leave is five consecutive work days or less, the District reserves the right to require the verification of a physician, or qualified health practitioner, if deemed necessary by the District.
- 8.5.7 The District may require verification by a physician of an employee's ability to perform his/her responsibilities before returning to work due to an absence for illness or injury.
- 8.5.8 Emergency doctor and dentist appointments which may not be accommodated during the off-duty hours shall be deducted from sick leave unless the required period of absence can be accommodated by the immediate supervisor.
- 8.5.9 The District agrees to provide to employees who are on extended sick leave a total of 100 working days paid sick leave once per year, inclusive of the days to which he/she is entitled under provisions of this article relative to accumulation of sick leave. The days of extended sick leave shall be compensated at 50% of the employee's regular salary provided the employee has received permanent status with the District. Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, or not a substitute employee is employed. Such extended leave as described herein shall be granted only to employees who have a verifiable illness or injury of five consecutive working days or more. Such extended leave will not be granted for periodic illnesses or injury of less than five consecutive working days unless it can be verified that such periodic illnesses of less than five consecutive working days is a result of an illness which previously qualified under this section.
- 8.5.10 In the case of official quarantine, the unit member will be allowed full pay during the period of the required quarantine, even though the period of the required quarantine is greater than the unit member's accumulated personal illness or injury leave.

## 8.6 Industrial Accident and Illness Leave

- 8.6.1 Employees will be entitled to industrial accident leave for personal injury which is qualified for Worker's Compensation under provisions of the District Self-Insured Worker's Compensation program.
- 8.6.2 Such leaves shall not be for more than 90 working days in any one fiscal year for the same accident. This leave shall not be accumulated from year to year.
- 8.6.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the injury involved. In any event, any absence due to an industrial accident or illness is to be verified by a statement of proof from a physician.
- 8.6.4 When entitlement to industrial accident or illness leave has been exhausted, then employees will be entitled to illness or injury leave per Section 8.5 of this article. While the employee is receiving Worker's Compensation benefits, the employee will be entitled to that amount of his/her accumulated illness or injury leave which, when added to the Worker's Compensation award, provides for a regular days wage. During the period of leave when the employee receives full pay from the District, he/she shall endorse Worker's Compensation payments to the District.
- 8.6.5 Each day of such allowable leave shall be deducted at actual hours used, up to the employee's full bid day, regardless of any Worker's Compensation payments endorsed over to the District.
- 8.6.6 When an employee on industrial accident and illness leave is medically released for return to work within the 90 working day period described above, the employee may return to his/her position without suffering any loss of status or benefits.

## 8.7 Personal Necessity Leave

- 8.7.1 Employees shall be allowed up to seven days per fiscal year of personal necessity leave which shall be deducted from their accumulated illness/injury leave. Personal necessity leave is for matters of compelling personal importance which cannot be accomplished other than during the employees regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule. Personal necessity leave includes, but is not limited to, the items enumerated below. Such personal necessity leave cannot be carried over from year to year.

- 8.7.1.1 A serious accident involving the employee's person or property or the person or property of a member of his/her immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.
- 8.7.1.2 An illness of a member of the employee's immediate family which is of serious nature. An illness of a serious nature shall be an illness which an employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.
- 8.7.1.3 Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.
- 8.7.1.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee or his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.
- 8.7.1.5 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 8.2 of this article.
- 8.7.1.6 Paternity absence at the time of the birth of the child.
- 8.7.1.7 Significant family events.
- 8.7.1.8 An employee may submit a request to his/her immediate supervisor to use this leave for other reasons. The immediate supervisor shall make his/her recommendation regarding the request to the Superintendent or designee, who shall have the final authority to authorize or deny the leave.
- 8.7.2 For the purposes of this section "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, step-child, former guardian of the employee, or any individual living in the immediate household of the employee.
- 8.7.3 The employee shall request personal necessity leave five days in advance, except in cases of emergency, and the District reserves the right to require verification of the reasons for the personal necessity

leave. Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes as set forth above. The employee shall be subject to one day loss of pay for each day of absence if the leave is used for purposes other than those stipulated.

## 8.8 Maternity Sick Leave and Maternity Leave

- 8.8.1 Employees are entitled to use the provisions of illness or injury leave as enumerated in Section 8.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care or childrearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician and be stated on the appropriate District form.
- 8.8.2 An employee may elect not to use personal illness or injury leave for purposes of maternity leave.
- 8.8.3 Employees are entitled to an unpaid leave for disabilities caused by pregnancy, miscarriage, childbirth, or recovery therefrom whether or not illness or injury leave as set forth in Section 8.5 has been exhausted.
- 8.8.4 The date upon which the employee shall resume duties shall be determined by the employee on leave and the employee's physician and be stated on the appropriate District form.
- 8.8.5 A physician's statement must accompany all requests for maternity leave.

## 8.9 Break in Service

- 8.9.1 No absence under any paid leave provisions of this article shall be considered as a break in service for an employee who is in paid status.

## 8.10 Family Care Leave

A unit member who has been employed for at least 12 months and has worked a minimum of 1,250 hours of service is eligible for leave under the California Family Rights Act of 1991 (Government Code Section 12945) and the Federal Family and Medical Leave Act of 1993 (FMLA) for a total of 12 work weeks during any 12-month period. (Refer to Board Policy 4161.8 for the purpose of 8.10)

Leave is permitted for the following reasons:



- (1) The birth of a child of an employee and to care for a newborn;
- (2) The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
- (3) Leave to care for a child, parent, or spouse who has a serious health condition;
- (4) A serious health condition which makes the employee unable to perform the functions of his/her position.

#### 8.11 Catastrophic Leave

- 8.11.1 Bargaining unit members who suffer a catastrophic injury/illness which results in the unit member using all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules. Unit members shall be entitled to utilize contributions from other bargaining units or management.
- 8.11.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.
- 8.11.3 The use of this Sick Leave Bank shall only be available to those bargaining unit members who have made a donation of at least five days to the bank prior to each request. The exception to this restriction shall be any employee who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.
- 8.11.4 Bargaining unit members may donate accumulated sick leave days to the Sick Leave Bank at a minimum of eight hours and in one hour increments thereafter. (This donation shall be irrevocable.) Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The unit member shall file an irrevocable "Sick Leave Bank Deposit Form" with the Payroll Department. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulation, and shall not be donated to a specific unit member for his/her exclusive use.

- 8.11.5 There is no limit to the number of sick leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below ten.
- 8.11.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- 8.11.6 Any mental stress related illnesses will be excluded from the benefits of this rule, unless hospitalized.
- 8.11.7 Bargaining unit members may donate earned sick leave at any time during their work year.
- 8.11.8 All unit members wishing to use this Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to Human Resource Services. The request shall state the number of days being requested by the unit member. A Sick Leave Bank Committee shall consider the request of the unit member. The committee shall consist of two members selected by the District, three members selected by the Union and one from Human Resource Services to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent, or designee, for final action and decision. The time lines for filing an appeal shall be within 10 days of notice of rejection.
- 8.11.9 The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed 90 days. A unit member may request a specific number of days on one "Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to the 90 days by filing an additional request for consideration by the Committee.
- 8.11.10 Any days approved that are unused by the employee shall be returned to the Catastrophic Sick Leave Bank.
- 8.11.11 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.

8.11.12 Unit members who are granted use of Sick Leave Bank days shall be considered in regular paid status during such use for all purposes.

8.11.13 During September of each year, Human Resource Services shall provide the Union a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.

#### 8.12 Certificate Revocation Leave

Upon revocation of a School Bus Certificate for medical reasons, the bargaining unit member shall be granted up to one year medical leave beginning at the time the certificate is revoked. The bargaining unit member shall be allowed to use all accrued leave benefits available. While the bargaining unit member is in paid status, the District will be responsible for the health and welfare benefits of such bargaining unit member. Upon the depletion of all paid leave benefits, the remainder of the leave shall be without pay. At this time, the bargaining unit member shall be responsible for payment of health and welfare benefits.

An employee, upon a physician's verification of the ability to resume his/her duties may do so at any time during the leave of absence. It shall be granted under this section that time lost shall not be considered a break in service. The employee will be restored to his/her original position with all rights and benefits of a permanent employee.

If at the conclusion of such leave of absence, the employee is unable to resume the duties of his/her position, said employee shall be released and placed on a reemployment list for a period of 39 months.

This section shall not apply to employees who fail to take his/her required physical examination.

#### 8.13 School Activity Leave

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the supervisor.

If both parents of a child are employed at the same work site, only the parent who first gives notice may qualify for the leave.

#### 8.14 Sick Leave for Care of Family Members (Labor Code 233)

- 8.14.1 Full-time members may use up to six days of sick leave during a school year to care for an ill child, parent, spouse, or domestic partner. These days shall be prorated for unit members employed less than full time. This may be used for any illness and is separate from Family Medical Leave (8.10.2) or Personal Necessity Leave (8.7). Unused sick leave days cannot be carried over to next year for this purpose.
- 8.14.2 Verification of eligibility to use this leave shall be the same as for personal illness.
- 8.14.3 Sick leave for care of family members shall be specified as a separate leave for payroll tracking purposes. This will require an employee to indicate the family member's relationship in order to be eligible for this leave.
- 8.14.4 For purposes of this section, a child includes biological, foster, or adopted children, as well as stepchildren, legal wards, or a child of a person standing "in loco parentis." A parent means a biological, foster, or adoptive parents, a stepparent, or legal guardian.
- 8.14.5 No retaliation shall occur as a result of a unit member exercising their right to appropriately use this sick leave.

## **ARTICLE 9 - Vacations**

- 9.1 Vacations normally will be approved during the period when the schools are closed or during such time as the workload of the department will permit. Supervisors will make every effort to strike a balance between the preference of the unit member and the needs of the District in the scheduling of vacation. A supervisor or designee shall promptly, but no later than five working days following the submission of the request, inform the employee of the disposition of such request.
- 9.2 Vacation benefits are earned on a fiscal year basis (July 1 to June 30). Employees in the bargaining unit shall earn vacation time without loss of pay in accordance with the following schedule:
  - 9.2.1 Vacation benefits described herein shall be prorated for employees who work less than eight hours per day, 40 hours per week, or 12 months per year as their regular work schedule relates to eight hours per day, 40 hours per week, or 12 months per year.
  - 9.2.2 For the first five years of service, employees shall receive one day of vacation per month.
  - 9.2.3 Commencing with the sixth year of service, 12 month employees shall receive four extra days of vacation per year. Employees working less

than twelve months will have extra days of vacation prorated for the number of months worked.

- 9.2.4 Commencing with the tenth year of service, 12 month employees shall receive 18 days of vacation per year. Employees working less than 12 months shall have the days of vacation prorated for the number of months worked.
- 9.2.5 Commencing with the fifteenth year of service, 12 month employees shall receive 19 days of vacation per year. Employees working less than 12 months shall have the days of vacation prorated for the number of months worked.
- 9.2.6 Commencing with the twentieth year of service, 12 month employees shall receive 20 days of vacation per year. Employees working less than 12 months shall have the days of vacation prorated for the number of months worked.
- 9.2.7 No employee, without authorization from the appropriate manager, will be granted a vacation during the two week period prior to the opening of school.
- 9.2.8 Employees whose vacation requests are denied may request the reasons for the denial in writing. Such written explanation shall be given to the employee within five calendar days of the request for such written explanation.
- 9.2.9 In case of conflict among employees over vacation periods, seniority will prevail.
- 9.2.10 The appropriate manager will be responsible for reviewing and approving vacation requests.
- 9.2.11 An additional one day of vacation will be granted for each three month period that sick leave benefits have not been used.
- 9.2.12 Drivers may bid for vacation periods in conjunction with the driver's annual route bid. The District will grant vacation for up to two employees each work week day. Drivers will submit a transportation (Request for Assignment Coverage) form indicating their vacation dates at the time of the bid. The District will schedule driver's' vacation based on seniority. Days bid will be indicated on a calendar that will be available for viewing. Vacation requests made after the bid will be scheduled based on availability, date of submission and seniority. Requests for vacation days on days where the maximum number of employees have bid will be allowed by adding employee names to a waiting list. Subsequent openings for those days will be filled from that

list. The district will post an updated vacation schedule no later than the tenth of every month during the school year.

Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect previously scheduled vacations of any other bargaining unit employee.

An employee may convert vacation leave in order to commence qualified sick leave or other leave upon proper notification and such verification as the Employer may require and vacation days not used shall be reinstated.

- 9.3 Except as otherwise provided in Section 9.4 below, paid vacation shall be granted within the fiscal year it is earned as stated above and no later than January 1 of the fiscal year immediately following the fiscal year in which it is earned.
- 9.4 Employees who work less than 12 months shall have the option of carrying over earned vacation, not to exceed 12 days, or receiving a payoff of all unused vacation at the end of the school year.
  - 9.4.1 Such option shall be declared in writing on a form provided by the school District. The option selected shall remain in full force and effect until changed at the next declaration period. Such declarations shall be made only once per year no later than May 1.
  - 9.4.2 All employees covered by this section shall be required to submit the option form each year. Failure to submit the form by the stated deadline will cause the payoff option to be put into effect.
  - 9.4.3 An employee covered by this section who is hired after the time for submitting such option declaration shall submit the option form at the time of hire. Failure to submit the form will cause the payoff option to be put into effect for the school year covered.
  - 9.4.4 As of June of each school year, any employee covered by this section who has more than 12 days of accrued vacation shall be paid the number of days necessary to reduce any carryover option. If the employee has selected the payoff option all accrued days will be paid.
  - 9.4.5 Any payoff of vacation shall be done at a time when the employee is or would be scheduled to receive a regular paycheck.
  - 9.4.6 Employees covered by this section may request permission to carry over more than 12 days. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.

- 9.5 Employees who work 12 months shall accrue on a year round basis in the amounts specified in Article 9.2.
- 9.5.1 Employees covered by this section may accrue and carry a maximum of 20 days of vacation at a time.
- 9.5.2 Employees covered by this section who have reached the maximum accrual as specified in 9.5.1 may request permission for excess accrual. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.
- 9.5.3 If for any reason an employee covered by this section is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be paid for, except as provided in Section 9.5.2 above.
- 9.6 When an employee leaves the District's employ, he/she shall be entitled to all vacation pay earned and accumulated, excluding vacation time already taken, up to the including the date of departure from District employment, provided he/she has completed six months of service with the District.
- 9.7 When a holiday specified in Article 10.1 falls during a scheduled vacation, the day shall be considered a holiday as specified in Article 10 and shall not be deducted from the employee's accrued vacation.
- 9.8 Employees who qualify for bereavement leave or sick leave during a scheduled vacation may substitute such leave in lieu of scheduled vacation provided the employee supplies notice and supporting information to the immediate supervisor.

#### **ARTICLE 10 - Holidays**

- 10.1 Bargaining unit employees shall be entitled to the following holidays without loss of pay provided such holidays fall during the assigned work year of the employee:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Spring Vacation Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

Floating Holiday with pre-approval from supervisor to be used within each fiscal year and not be accrued. The floating holiday set forth in article 10.1 shall be suspended for the period of July 1, 2010 through June 30, 2012.

- 10.2 Every day appointed by the Governor of the State of California, or the President of the United States, as provided for in subdivisions (a)(11) and (a)(12) of Education Code 37220 for a public fast, thanksgiving or holiday, which the Governor of the State of California or the President of the United States determines that the schools shall close will be granted without loss of pay for all employees of the bargaining unit.
- 10.3 If a holiday listed previously falls on Sunday, the following Monday is to be observed as a holiday. If a holiday listed previously falls on Saturday, the preceding Friday is a holiday and is observed as such.
- 10.3.1 The operation of this section shall not cause any employee to lose the "Day before Christmas" holiday provided they meet the requirements of Section 10.5 below.
- 10.4 Teacher Training Days
- 10.4.1 Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all employees as part of the bargaining unit provided such days fall within the employee's normal assigned work period.
- 10.5 Holiday Eligibility
- 10.5.1 Bargaining unit employees shall be entitled to the holidays listed herein provided they are in a paid status on the working day immediately preceding or succeeding the holiday.
- 10.5.2 Bargaining unit employees who are not normally assigned to duty during the holidays of Day before Christmas, Christmas Day, New Year's Day, or Spring Vacation Day shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assigned work period immediately preceding or succeeding the holiday period.

## **ARTICLE 11 - Wages**

- 11.1 The pay schedule as stipulated in the Appendix A shall be increased by 3%, effective July 1, 2019 and .63% effective July 1, 2020.

Additional step 25 added to the pay schedule at a rate of 5% higher than step 20.

Only current District employees (employed as of the date of ratification by the parties) who are not subject to resignation or retirement agreements shall be entitled to the retroactive pay increase. No former District employees or employees who are subject to a resignation or retirement agreement shall be entitled to the retroactive pay increase.



- 11.2 The daily rate of pay for employees shall be computed on the basis of 21.666 working days per month.
- 11.3 A regular part-time employee shall receive the proportion of his/her salary for his/her classification as the number of hours worked relate to 40 hours per week.
- 11.4 Reimbursement
- 11.4.1 If the District requires that a unit member have a medical examination, or if such examination is required by policy or law for continuance of employment, such medical examination shall be at District expense and by the practitioner designated by the District. If the employee cannot use the District practitioner, the District shall reimburse the employee the amount equivalent to the amount it would have paid its designated practitioner for the same medical examination.

## **ARTICLE 12 - Health and Welfare Benefits**

- 12.1 As of January 1, 2020, the District shall pay on behalf of unit members employed full time, payments for medical, dental, vision and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

a. Medical Coverage

HMO Medical Plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Employee only	\$6,478.00
Employee + One	\$13,304.00
Employee + Two or more	\$18,834.00

POS/PPO Medical Plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:

Employee only	\$6,363.40
Employee + One	\$13,118.00
Employee + Two or more	\$18,642.70

b. Dental Coverage

HMO Dental Plan

The District shall pay the premiums for employees and their dependents who participate in the Cigna HMO Dental Plan up to the following rates by tier:

Employee Only	\$218.00
Employee + One	\$442.10
Employee + Two or more	\$650.00

PPO/Traditional Dental Plan

The District shall pay the premiums for employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee Only	\$ 587.30
Employee + One	\$1,274.50
Employee + Two or more	\$1,732.70

The District contributions for the life, dental and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision or dental plan and tier of coverage (e.g. employee only, employee plus one dependent or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

c. Vision

The District shall contribute annually to the VSP (Vision) plan on behalf of its full-time employee as follows:

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

12.1.1 Same maximum shall apply for Plan Year 2018. Thereafter, District contribution reverts to Plan Year 2016 levels.

12.1.2 Life insurance benefits for benefit eligible employees will be \$30,000.00.

12.2 Employees must be under contract to the District for at least 20 hours per week to be eligible for health insurance benefits. Contributions for employees working less than full-time shall be prorated in proportion to those hours of a full-time employee, e.g., employees whose regular assignment is 7.5 to eight hours per

work day. All regular bus drivers whose regular assignment requires them to work seven hours per day or less shall be considered seven hour employees solely for the purpose of fringe benefit computation.

- 12.2.1 Any employee who averages 7.5 hours per day in a pay period that includes their bid hours, additional hours, but not over-time, shall have their health insurance benefits based on full-time coverage for the remainder of the bid year.
- 12.3 The District shall have the authority to terminate the health benefits policy with the current carrier and to enter into a self-insured method for the funding of health and welfare benefits for employees, provided the District maintains at least the 1980/81 benefit and service level for employees of the District. The District shall, 30 days prior to transfer of health benefits from the current carrier to self-insured funding, give notice to the Union of such change.
- 12.4 The District shall pay on behalf of employees employed 20 hours per week or more and who were hired by the District prior to November 1, 1976, payments for medical, dental, life insurance, and vision care benefits in the same amount as if the employee were a full-time employee.
- 12.5 Unit members eligible for health and welfare benefits shall have an initial enrollment period beginning the date that new health and welfare insurance contracts become effective and ending 31 calendar days later. During this open enrollment period all unit members eligible for health and welfare benefits shall have the option of securing or deleting coverage for themselves and any or all eligible dependents.
  - 12.5.1 After the end of the 31 calendar day period enumerated in 12.5 all unit members eligible for health and welfare benefits shall be required to maintain the selected coverage or lack of coverage for 12 months or until the expiration of the contract with the insurance providers whichever comes first.
  - 12.5.2 During the 31 calendar day period enumerated in Article 12.5, the District agrees to make every effort to inform unit members eligible for health and welfare benefits of the coverage offered and the 31 calendar day enrollment period.
  - 12.5.3 A unit member eligible for health and welfare benefits hired after the 31 calendar day period enumerated in Article 12.5 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any or all eligible dependents for a 31 day calendar day period beginning with the unit member's first day of paid service.
  - 12.5.4 A unit member eligible for health and welfare benefits who acquires or loses an eligible dependent during a time other than the 31 calendar day

open enrollment period enumerated in Article 12.5 shall be able to enroll or delete the eligible dependent for a 31 calendar day period beginning with the date of the acquisition or loss of an eligible dependent.

- 12.6 The District shall provide a long-term disability plan for employees who are eligible for Health and Welfare Benefits under the provision of this article. Such a plan shall be as enumerated in this contract.

12.6.1 All benefits received under a long term disability plan shall be fully coordinated with any and all benefits received by the employee for the term of their illness.

12.6.2 The maximum benefit received shall be 60% of the employee's salary to a maximum benefit of \$2,000.00 per month.

12.6.3 The waiting period for benefits to begin shall be 100 working days.

12.6.4 The maximum benefit period that any one employee may receive long term disability benefits is five years.

12.7 Retiree Health Benefits

12.7.1 Employees who commence PERS service retirement after July 1, 1989, are benefit eligible and enrolled in a District health benefit plan at time of retirement, shall receive District paid medical only benefits for retirees only, subject to the following conditions:

12.7.1.1 The employee must be at least 53 years of age at the time of retirement.

12.7.1.2 The employee must have completed at least 10 years of service participation in the District at the time of retirement.

12.7.1.3 The percentage of District premium payment shall be according to the following scale:

10 years of service =	50% District paid premium
11 years of service =	55% District paid premium
12 years of service =	60% District paid premium
13 years of service =	65% District paid premium
14 years of service =	70% District paid premium
15 years of service =	75% District paid premium
16 years of service =	80% District paid premium
17 years of service =	85% District paid premium
18 years of service =	90% District paid premium
19 years of service =	95% District paid premium
20 years of service =	100% District paid premium

- 12.7.1.4 A participant in the retiree health benefit program may provide the above coverage for his or her eligible dependents by paying the full cost of the annual premium for such dependents.
- 12.7.1.5 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease.
- 12.7.2 A retiree who commences PERS service retirement between ages 50 and 53; who has at least 10 years of service participation in the District; is benefit eligible and enrolled in a District health benefit program at time of retirement; may participate in the retiree health benefit program by paying the full cost of the annual premium until he or she becomes 53 years of age at which time the employee is automatically eligible to participate in the program as noted in 12.7.1.

### **ARTICLE 13 - Union Rights**

- 13.1 The Union shall have the right of reasonable access to areas in which classified employees work provided that such access does not interfere with the normal work duties of employees. An authorized Union representative must notify the site administrator or department head that he/she will be contacting unit members before contacting unit members on District premises, including schools or other work locations.
- 13.2 The Union shall have the right to use designated institutional bulletin boards and the use of the school mail system for the posting and transmission of Union information. All Union information shall have the date of posting and the proper identification of the Union. The utilization of rights stated within this section shall be subject to reasonable regulation by the District. A copy of such posting or transmissions must be delivered to the site administrator and Human Resource Services at the same time as posting or transmission.
- 13.3 The Union shall have the right to use school facilities at reasonable times subject to reasonable regulation by the District for the purpose of Union meetings. The Union shall also have the right to use typewriters and duplicating devices when otherwise not in use by the District. The District reserves the right to establish reasonable regulations for the use of such equipment and to charge the Union for the cost of materials utilized for typewriting and duplicating purposes.
- 13.4 The Union shall have the right to review employee's personnel files with the exception of ratings, reports, or records which were: (1) Obtained prior to the employment of the person involved; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination, provided the Union representative is accompanied by the employee and a duly authorized District representative and provided that the request is made at a time when such persons are not required to render services to the District.

- 13.5 The Union shall have the right to receive, upon request a complete list of all bargaining unit employees indicating the employee's date of hire, classification, and primary job site. Such list shall be provided no later than 60 days after such request.
- 13.6 The District shall provide the Union, upon request, one or two copies of official documents which it has forwarded to state or county offices, or public information forwarded to the Board of Trustees, or information open to examination by the public.
- 13.7 The Job Steward or designee shall be given up to 40 hours of release time annually for Union business.
- 13.8 The Job Steward or designee shall notify the Superintendent or designee at least 48 hours in advance of taking such leave, including the number of days. The Union2 shall reimburse the District for the cost of a substitute if one is used.
- 13.9 The Union shall be provided the name, classification, job site, and work location of any employee new to the bargaining unit represented by the Union within 10 working days following action by the Board of Trustees.
- 13.10 A Union member elected or appointed to serve as a Union official may be granted a leave of absence during the period of such employment without discrimination or loss of seniority right and without pay. This leave shall be requested on the appropriate District form in advance with the needed period of time specified. Request for such leave shall be responded to in a timely fashion.

#### **ARTICLE 14 - Organizational Security and Check Off**

##### **14.1 Check Off:**

The Union shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Union and the District. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

14.1.1 The District and the Union recognize the rights of unit members to freely form, join, and participate in activities of the employee organization.

14.1.2 The Union shall have the sole and exclusive right to have membership dues, assessment and fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from the unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings

bonds, charitable donations, or other plans or programs jointly approved by the Union and the District. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

14.1.2.1 Upon written authorization from the unit member, the District shall deduct and make appropriate remittance to D.R.I.V.E. (Democratic, Republican, Independent Voters Education).

14.1.3 The District shall provide each unit member a copy of the agreement. On the effective hire date, new employees listed in Article 2.2.1 shall be provided a membership application by the District for the purpose of joining the Union along with the location of the Union office.

14.1.4 The District shall provide the Union with a copy of the Board approved Human Resource Services Activity List. This status report shall include the employee's name, position, date of employment and date of separation.

#### 14.2 Membership Dues, Assessments and Fee Deductions

14.2.1 The District shall deduct, in accordance with the Union dues schedule, membership dues, assessment and fees from the wages of all unit members who are members of the Union as of the effective date of this agreement.

14.2.2 Employees in the bargaining unit who are not members of the Union on the effective date of this agreement and those who hereafter become members of the bargaining unit shall, either within 30 days of the effective date of this agreement or within 30 days from the date they commence their assigned duties, either become members of the Union or pay to the Union an assessment or service fee in an amount equal to unified membership dues.

14.2.3 The Union shall provide the District with a monthly membership billing statement authorizing the deduction for such dues as described in Section 14.2.2. The billing statement shall include the unit member's name, social security number, and the membership dues amount, along with all additions, deletions, and/or changes.

14.2.4 The District agrees to remit all dues, assessments and service fees to the Union along with an alphabetical list of unit members for whom such deductions have been made for that billing period.

14.2.5 The District shall deduct Union membership dues or service fees from the regular salary check of the unit member each month the employee works. Deductions for unit members who sign such authorization after

the commencement of the school year shall be handled in the same manner.

- 14.2.6 The District shall not deduct membership dues, assessment and fees from unit members who are in unpaid status but shall deduct a pro-rata share of the membership dues for part-time unit members.
- 14.2.7 The District shall immediately notify the Union Job Steward if any member revokes a dues authorization.
- 14.2.8 The Union and the District agree that each unit member in the bargaining unit should contribute equally toward the cost of administration of this agreement by the Union and for the representation of employees in the bargaining unit by the Union.

#### 14.3 Membership Cancellation

- 14.3.1 Notwithstanding any other provisions contained in this agreement, the provisions of this article shall become inoperative as to any unit member who is transferred, or promoted, out of the bargaining unit covered by this agreement.
- 14.3.2 Employees in the bargaining unit who are not members of the Union on the effective date of this agreement and employees who hereafter come into the bargaining unit shall, either within 30 days of the effective date of this agreement or their employment, apply for membership and execute an authorization for dues deduction on a form provided by the Union, or in the alternative the District shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the Union service fee schedule.
- 14.3.3 However, nothing contained herein shall prohibit an employee from paying service fees directly to the Union.
- 14.3.4 In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with the Union for the direct payment of service fees, the District shall deduct service fees until such time as the Union notifies the District that arrangements have been made for the direct payment of such fees.
  - 14.3.4.1 When employees have incurred a balance due for unpaid membership or service fees authorized by this provision in excess of one month, such membership fees or service fees shall be deducted from salaries of the employee. But in no case shall the total amount deducted in any one month exceed twice the normal amount for the range and step of the employee's monthly dues or service fees. (It is expressly understood and agreed that Section 14.6 applies to this provision).



#### 14.4 Religious Objection:

Unit members who are members of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union; except that such unit members shall have deducted in lieu of the service fee a sum equal to such nonlabor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

- (1) American Cancer Society
- (2) American Heart Association
- (3) Children's Hospital of Orange County (CHOC)

#### 14.5 Deduction and Payment of Charitable Contributions:

Any employee who belongs to a religious body described herein shall, within 30 days of the date of this agreement of their employment, present proof to the Union that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three organizations listed in Section 14.4 of this agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

#### 14.6 Hold Harmless Agreement

14.6.1 The Union agrees to indemnify and hold the District harmless regarding any legal claim arising out of the Agency Fee Provision.

14.7 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

### **Article 15 - Savings**

15.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board of a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

## **ARTICLE 16 - Layoff and Reemployment**

- 16.1 Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
  - 16.1.1 Seniority shall be calculated by comparing hire dates as a regular employee in the classified service in the affected classification. The employee with the most recent hire date shall be laid off first.
- 16.2 Employees who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 16.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Board of Trustees shall make the determination of the specific period of eligibility for reemployment on the class basis.
- 16.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- 16.5 Employees shall be given notice of layoff not less than 30 days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.
- 16.6 When, as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 30 days prior to the effective date of their layoff.
- 16.7 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff

for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by Sections 16.5 and 16.6 hereof.

- 16.8 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from PERS shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the PERS of the fact that retirement was due to layoff. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the PERS has properly processed the employee's request for reinstatement from retirement.

## **ARTICLE 17 - Discipline**

### **17.1 General**

- 17.1.1 As used herein disciplinary action means dismissal, demotion, suspension with or without pay or other appropriate sanction which the Board of Trustees may seek to impose. These disciplinary actions are not governed by time restraints; however, an update meeting shall be made available by written request. Except as provided in Article 17.3, this Article shall not apply to probationary employees.

- 17.1.2 Informal corrective measures such as verbal warnings, conferences, written notices or reprimands, letters to personal files, voluntary and involuntary, shall be issued within 30 days of occurrence or knowledge of the event giving cause, and are not disciplinary action as defined in this article. While there is no requirement that disciplinary action as defined in this Article be preceded by the informal corrective measures described above, the parties recognize the value of such measures and in no way intend to discourage or limit the use of such measures by this Article.

- 17.2 A permanent employee shall be subject to disciplinary action for cause. The term "cause" shall include, but shall not be limited to, the following:

- 17.2.1 Conviction of a serious crime by a court of law; failure to disclose material facts, or giving false or misleading information on application forms, examination and employment records, or other official documents of the District.

- 17.2.2 Immoral conduct.

- 17.2.3 Incompetency, inefficiency, neglect, inattention, or dereliction in the performance of the duties of the position held.

- 17.2.4 Insubordination (including, but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
- 17.2.5 Negligent or 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, regulations or procedures adopted by the Board of Trustees.
- 17.2.6 Political activities engaged in by an employee during his/her assigned hours of employment.
- 17.2.7 Possession or consumption of alcoholic beverages or controlled substances or use of alcoholic beverages or controlled substances while on District property or during District sponsored activities. Possession or consumption of alcoholic beverages or controlled substances or use of alcoholic beverages or controlled substances which interferes with job performance. Addiction to use of narcotic or controlled substances.
- 17.2.8 Negligent or willful damage or injury to persons or property. Negligent or willful waste of District property, supplies or equipment. Misappropriation of District funds or property.
- 17.2.9 Misrepresentation or fraud in securing appointment.
- 17.2.10 Evident unfitness for service.
- 17.2.11 Dishonesty.
- 17.2.12 Inability to meet requirements of the job, including, but not limited to, legal inability (such as loss of license or failure to obtain, possess, or maintain any license, certificate, or other similar qualification necessary for the employee to perform the duties of the position).
- 17.2.13 Failure to progress adequately in a training program which is required for the classification.
- 17.2.14 Discourteous treatment of the public, students or other employees. Conduct unbecoming an employee in the public service. Discourteous, offensive, or abusive conduct or language toward other employees, District officials, pupils, or the public.
- 17.2.15 Sexual harassment as defined by guidelines established by the Equal Employment Opportunity Commission and/or Fair Employment and Housing Commission, whether or not the loss of tangible job benefits is determined.

- 17.2.16 Unlawful discrimination, including harassment, on the basis of race, color, ethnicity, national origin, ancestry, religious creed, physical or mental disability or condition, marital status, gender, sexual orientation, or age, against any individual or group of individuals while acting in the capacity of an employee of the District.
  - 17.2.17 Abandonment of position. (Three working days or more of unexcused absence.)
  - 17.2.18 Physical or mental ailment, condition, or impairment that renders the employee unfit for service.
  - 17.2.19 Absence and/or repeated tardiness without authority or sufficient reason. Illness leaves, when habitually taken for trivial indispositions.
  - 17.2.20 Frequent unexcused absences or tardiness.
  - 17.2.21 Abuse of leave privileges by habitual use of illness leave, or by absence so frequent that, over an extended period of time, the efficiency of the service is impaired.
  - 17.2.22 Pattern of absenteeism that indicates abuse of leave privileges.
  - 17.2.23 Failure or refusal to perform the duties of the position.
  - 17.2.24 Failure to report for review of criminal records or for health examination after due notice.
  - 17.2.25 Advocacy of overthrow of the Government of the United States, California, or any local government by force, violence, or other unlawful means, or knowing membership in any organization that advocates the overthrow of federal, state, or local government by force, violence, or other unlawful means.
  - 17.2.26 Conviction of a controlled substance offense as defined in Education Code Section 44011.
- 17.3 Notwithstanding any provision of this Article, the District shall have the right to terminate the employment of probationary employees with or without cause, and such employees shall not have a right to the remedies provided in this article, including notice, a hearing, or a decision in writing, and shall not have recourse to the grievance and arbitration procedures of Article 4 for such disciplinary action.
- 17.4 Notice of disciplinary action shall be by letter signed by the Superintendent or designee. The notice of disciplinary action shall be written, contain specific charges against the employee, inform him/her of his/her right to a hearing before the Board of Trustees or designee on such charges, indicate the time in which such

hearing may be requested, and inform the employee that failure to request a hearing within ten days after the date on the notice of disciplinary action will result in his or her waiver of the right to such a hearing.

Attached to the notice of disciplinary action shall be a postcard addressed to the District which when signed and returned to the District within 10 days after the date on the notice of disciplinary action shall constitute a demand for a hearing and a denial of charges. The notice of disciplinary action shall be delivered in person or by deposit in the mail to the last known address of the employee. Failure of any employee to request a hearing in writing within 10 days after the date on the notice of disciplinary action shall constitute a waiver of the right to a hearing. The notice of disciplinary action shall also include a statement to the employee that he/she has the right to be represented by counsel at the hearing.

- 17.5 At any time before an employee's appeal is finally submitted to the Board of Trustees, the District may serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee may be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

- 17.6 Any hearing before the Board of Trustees will be in closed session, unless the employee submits a written request that the hearing be held in open session. The Board may assign an impartial third party hearing officer to preside over a hearing and submit a recommended decision to the Board. The Board shall retain authority to make the final decision in the matter after review of the entire record of the hearing.

(1) The hearing shall be held at the earliest convenient date. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The District may also be represented by counsel. Neither the Board of Trustees nor a hearing officer shall be bound by rules of evidence used in California courts.

(2) If the appeal is heard by an impartial third party hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board of Trustees as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed with the Board. The Board may:

- a. Adopt the proposed decision in its entirety.

- b. Reduce the personnel action set forth therein and adopt the balance of the proposed decision.
    - c. Reject a proposed reduction in personnel action, approve the personnel action sought by the District or any lesser penalty, and adopt the balance of the proposed decision.
    - d. Reject the proposed decision in its entirety.
  - (3) If the Board of Trustees is considering rejecting the proposed decision in its entirety, each party shall be notified of the proposed action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence. If the case is assigned to a hearing officer to take additional evidence, he/she shall prepare a proposed decision as provided in (1) above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within 10 days after the proposed decision is filed with the Board.
  - (4) In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board of Trustees or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained. The Board or the hearing officer may also consider any documents or records contained in the employee's personnel files and any documents and records that the employee had notice of prior to the hearing.
  - (5) The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may incorporate the language of the charges and findings of the hearing officer.
- 17.7 The Board's determination of the sufficiency of the cause shall be conclusive.
- 17.8 In conjunction with any disciplinary action, the Superintendent or designee may suspend with or without pay any employee of the classified service until the next regular meeting of the Board of Trustees. Thereafter, the employee may be suspended for further investigation or pending temporary action with the approval of the Board.
- 17.9 Rules for informing the employee of his/her suspension, his/her right to a hearing and the conduct of such hearing shall be carried out in the same manner as set forth under article 17.4.
- 17.10 This Article is not subject to the grievance/arbitration provisions of Article 4 of this Agreement.

## **ARTICLE 18 - Transportation Provisions**

### **18.0 General Administrative**

#### **18.0.1 Orientation**

Drivers shall attend orientation days prior to the first day of the school year. The District shall schedule three, seven hour days prior to the school year and one day prior to summer session, to include in-service training, inspection, cleaning and preparation of bus, and drafting of preliminary "left-rights" (route direction sheet). Drivers shall be provided with a full day of orientation to specifically complete "left-rights" and to dry run their routes. Final "left-rights" shall be completed and turned in two weeks after the first day of school.

#### **18.0.2 Route Modifications**

Whenever route modifications are determined by management to be necessary, paid time will be authorized to complete rewrites. Paid layover time may be utilized for this purpose. If the route does not include layover time or adequate layover time to complete the rewrite, drivers shall obtain prior approval to be paid for the actual time required to complete the rewrites.

#### **18.0.3 Drug and Alcohol Testing**

Employees who hold a commercial driver's license that is necessary to perform job-related duties such as operate commercial motor vehicles, or who perform safety sensitive functions, shall be subject to controlled substance and alcohol testing as set forth in 49 Code of Federal Regulations Part 40 and Board Policy 4219.1. Any changes in the policy from that which was originally agreed to by the parties shall be subject to negotiations with the Union and the District.

18.1 The District shall determine the duties and responsibilities for all bus driver assignments. Bus driver assignments shall be made each year through a bidding process based on seniority. All regular bus drivers shall be assigned to a District seniority list in accordance with their date of hire as a regular bus driver employee. In the case of two or more employees who were hired on the same date, seniority among those persons shall be determined by lot.

18.1.1 The District shall determine and set the duties and responsibilities of all assignments. An assignment may include trips, runs, routes, training responsibilities and other duties reasonably related to the transportation functions of the department. An assignment may also include floating trips, runs, routes, training responsibilities or other duties, each of which may be made on a daily basis by the District. Each assignment shall include a 15 minute pre-trip inspection for special education vans, and a 30 minute pre-trip inspection for transit type buses, a 20 minute fuel



and clean segment and appropriate break(s). Drivers will fuel their buses every other day except in cases where the drivers' fuel gauge drops below one-half tank. Routes that require fueling more often will have an additional 10 minutes added to their routes upon verification.

Note: This will not change commute time currently included in the scheduling for CNG fueling.

18.1.2 In determining assignments for bidding the District shall set the days, work hours and the guaranteed number of hours of work for each assignment. The District's discretion to determine bid assignments is limited as follows: the District shall include in the regular school year bid 45 full-time bid assignments, including cover/trip driver bid assignments. The 45 full-time bid assignments shall have a guarantee of seven and one-half to eight hours. When constructing the 45 full-time bid assignments, the District will attempt to minimize the work hours time spread for each assignment, i.e. assign the latest starting time and earliest ending time available for constructing each assignment. The District may make the remainder of the bid assignments up to eight guaranteed work hours.

18.1.3 The District shall also determine what buses will be used for trips, runs, routes, training and extra duty and overtime assignments.

18.1.4 Definitions: "Trip" means driving from one location to another location or locations, including, but not limited to, field trips, drop and return, athletics and co-curricular. "Run" means a trip that includes a pick-up and drop-off point. "Route" means a trip that includes a series of pick-ups and a drop-off or drop-offs such as home to school, school to school, out of district, extra-curricular (tutorial, homework club), therapy or other special education trips (community based instruction). "Training responsibilities" means the driver is giving training to another driver. "Qualified" means that the driver possesses the appropriate driver's license and School Bus Driver Certificate to operate the bus designated by the District for the trip, run, route or extra duty assignment, is proficient in the operation of the designated bus, and meets the state and federal requirements for busing the students and other passengers who will be transported. Notwithstanding any other provision of this Article, a driver will not be assigned or compensated to drive a trip, run or route unless he/she is qualified to do so.

18.1.5 Bidding Procedures: A driver's regular assignment shall be established each year by the bidding process. Summer, spring, and winter break assignments shall not be included as part of a driver's regular assignment. Non-overtime extra duty assignments and overtime assignments shall not be included as part of a driver's regular bid assignment. The District shall designate a day or days necessary for the

selection by drivers of assignments through the bidding process in advance of the beginning date of school. Five working days prior to the designated bid selection day or days, copies of each bid assignment shall be posted. The District shall endeavor to provide the Union with the bid assignments prior to posting. The posted bid assignments shall set forth the trips, runs, routes and other duties required in the assignment, the designated hours of the day to be worked, the guaranteed number of work hours, and the work days for each assignment. Once the bid assignments are posted, there will be no change to bid assignments during the bidding process without first consulting with the Union. Upon completion of bidding, the guaranteed number of work hours in the selected bid assignment shall become the regular work assignment for the driver. Drivers shall be allowed a 10 minute period to complete their bid. Each driver shall be assigned a time to bid for his/her assignment on designated days in accordance with the driver's seniority list with the most senior driver having the first opportunity to bid for an assignment from those available. A driver must be qualified to perform all of the duties in an assignment to bid the assignment and select a bus from the list of available buses for the assignment. From time to time, drivers will be provided opportunities to receive training to meet the proficiency qualifications for various trips, runs and routes. Training may be made available to all drivers prior to the end of the preceding school year. If a driver is unable to keep the assigned appointment time for the purpose of bidding, the driver may designate another person to bid for his/her assignment. Such designation must be in writing and must be signed by the driver who is unable to keep the appointment. If no signed proxy exists on the designated bid day, the driver will have the option to telephone or radio in their bid assignment selections to the Director of Transportation, designee or Job Steward. If no other person is designated by the driver to appear on the driver's behalf for the purpose of choosing his/her bid assignment, the Union shall select the bid assignment on behalf of the employee.

- 18.1.6 If a bus driver is sick, injured, on medical leave or on workers' compensation at the time he/she would normally bid for an assignment, he/she must have a note from a doctor stating that the driver is released to work without restriction by the first day of school in order to bid for an assignment. Unless otherwise agreed to by the district this note must be delivered 10 working days prior to the bid.
- 18.1.7 If it becomes necessary to make an assignment to accommodate a driver's disability under applicable state or federal law, the District may make an assignment to the driver outside of the bidding process at any time during the year. The District may also alter other drivers' assignments and move work around in order to make an accommodation for a driver with a disability.

18.1.8 Notwithstanding the bidding process, it is recognized that the District may need to modify assignments or change buses. The District will discuss adjustments with unit member prior to effecting a change in assignment. The District will make every effort to maintain start and end times. The member shall have the option to remain in the modified assignment or to be offered the next available assignment.

- (1) The District may assign additional or other duties and responsibilities to a driver during the driver's regular work hours. Such assignments may include, but are not limited to trips, runs, routes, training responsibilities or duties reasonably related to the transportation functions of the department such as those described in section 18.6.
- (2) The District may also add or take away stops or pick-ups for a trip, run or route even if the addition or reduction alters the route, run or trip time so long as it does not alter the driver's total regular work hours.
- (3) The District shall select, appoint and assign trainers. The District may temporarily remove a driver who is qualified to provide training (Delegated Behind the Wheel Driver) from his/her regular assignment and assign the driver to provide training during the driver's assigned work hours or the District may assign a driver to do training as an extra duty assignment.
- (4) If a bus driver is absent for more than 15 days in a three month period, the District shall have the option to cancel and reassign his/her bid assignment. On the day that a driver returns to work following an absence that resulted in forfeiture of his/her bid assignment under this section, the District shall determine the driver's assignment. Jury duty leave will not be counted as absences for purposes of this section.
- (5) In the event that the District made modifications to the bid assignment or buses, the union shall have the right to call for a re-bid of all assignments and buses at the beginning of the second semester provided that the District is given written notice by the union on or before November 10.

18.1.9 All bus drivers shall be considered classified bargaining unit members for 12 months per year in accordance with the provisions of California Education Code Section 45102. As such, bus drivers shall receive all contractual rights set forth in the agreement at all times during the calendar year.

18.1.9.1 Adjustment of Vacation, Sick Leave, Holiday Accrual Pay

Bus drivers' vacation accrual, sick leave accrual and holiday compensation shall be adjusted initially in November of each year. Final fiscal year adjustments for vacation accrual and/or payoff, sick leave accrual, holiday pay shall be made on an annual basis to reflect additional hours actually worked. Such adjustments shall normally occur on August 10, if possible, but not later than the September 10 warrant for the previous fiscal year. Such adjustments are to be consistent with the provisions of Education Code Section 45136.

18.1.10 All Recess Period Assignments: Trips, runs, routes, training responsibilities and duties reasonably related to the transportation functions of the department to be performed during all recess periods shall be packaged and assigned by the District and shall not be part of a bus driver's regular assignment unless scheduled on the driver's original bid. The packages or assignments shall be assigned to drivers as non-overtime extra duty assignments in accordance with the procedures set forth in section 18.3.5.

18.1.10.1 Eligibility for any recess period non-overtime or overtime assignments shall be limited to those drivers who have signed up to work for the length of the recess period. A list of drivers eligible to work shall be posted two weeks prior to any recess period. Drivers shall, in seniority order, be eligible for both overtime and non-overtime assignments. A driver who has not signed the eligibility list will not be offered work unless all names from the list have been exhausted.

18.1.10.2 In the case of tournaments during any school recess, the assigned driver shall maintain the assignment for the duration of the tournament. Deadlines for vacation requests for recess periods shall be due no later than the deadlines for the recess work availability sign-up form.

18.1.10.3 Work during all recess periods shall be assigned by the longest piece of work (number of days) being assigned to the most senior driver. The next longest piece of work shall be assigned to the next senior driver, etc.

18.1.10.4 After all work with more than one day in duration has been assigned, one day assignments starting with the first day of each recess period shall be assigned to the next most senior driver who did not receive work. Any driver whose assigned work was canceled will be given the next piece of work that

becomes available. If more than one driver has his or her complete assignment canceled, then the most senior driver shall be assigned first. This only applies if a driver's complete assignment cancels. This would not apply to any driver who works at least one day of any assignment.

18.1.10.5 If during a recess period, any overtime assignments become available, the District shall assign such work by seniority utilizing the recess period work eligibility list only. (See 18.3.6)

18.1.11 The District may make any changes to open routes as deemed necessary prior to the posting of open routes. Routes that become vacant throughout the year will be posted for a period of three days for drivers to bid. The assignment will be provided to the most senior qualified driver bidding for the work. The successful bidder's route will then be posted and handled in a similar manner. After the second round the district will assign the available route as appropriate.

## 18.2 Assignments Made After Bid Process

18.2.1 The District may assign trips, runs, or routes that become available during the school year either as extra duty or as part of a driver's regular assignment. If additional trips, runs or routes are assigned to a part-time driver on a regular basis, the driver's hours shall be adjusted in accordance with section 3.7 for purposes of calculating fringe benefits only. This shall not affect the driver's guaranteed work hours.

## 18.3 Non –overtime Extra Duty Assignments and Overtime Assignments

18.3.1 Hours worked in excess of guaranteed hours shall not be part of a driver's regular assignment. Non-guaranteed hours shall include non-overtime extra duty assignments and overtime assignments.

18.3.2 "Non-overtime extra duty assignment" shall include trips, runs, routes, training responsibilities and other duties assigned to a unit member in addition to his/her regular bid assignment that do not result in the unit member working in excess of eight hours in a day or 40 hours in a week, or in excess of 10 hours in a day or 40 hours in a week for employees assigned to work a four days-a-week/10 hours-a-day work schedule.

18.3.3 "Overtime assignment" is any duty or responsibility assigned to a unit member in addition to his/her regular assignment which results in the unit member working in excess of eight hours in a day or 40 hours in a week, or in excess of 10 hours in a day or 40 hours in a week for employees assigned to work a four days-a-week/10 hours-a-day work schedule. If a unit member is required to work overtime to complete

his/her regular assignment, such work shall not be treated as an extra duty assignment or an overtime assignment.

18.3.4 The District shall determine the duties and responsibilities assigned to a unit member as a non-overtime extra duty assignment or overtime assignment and whether the assignment should be made as a non-overtime extra duty assignment or overtime assignment.

18.3.5 Non-overtime extra duty assignments shall be assigned based on seniority unless such assignment would cause the driver to work overtime or would interfere with the driver's regular bid assignment on that day or the remainder of the workweek. When a non-overtime extra duty assignment becomes available it shall be assigned to the most senior driver who is qualified for the assignment, whose performance of the assignment will not result in overtime for the driver, and whose performance of the assignment will not interfere with his or her regular assignment, or any part thereof. A driver may refuse a non-overtime extra duty assignment. However, if during a school year a driver refuses three non-overtime extra duty assignments, within any 30 working day period, the District can drop that driver to the bottom of the extra duty seniority list for the remainder of the contract year. The foregoing will not be utilized in a discriminatory manner. If a driver is offered and refuses a non-overtime extra duty assignment within 24 hours prior to the assignment, the refusal shall not be counted against him or her.

18.3.6 Overtime Assignments shall be assigned as follows:

- (1) The District determines the eligibility of a driver for an overtime assignment taking into account the following factors: whether the driver is qualified for the assignment, whether the assignment would prevent the driver from performing his/her regular assignment or any part thereof, and whether the assignment will result in dead time or layover time for the driver. If all factors are equal, the assignment will be made on the basis of seniority using the rotation roster.
- (2) Rotation roster: Once the District determines the drivers who are eligible for an overtime assignment, the District shall make the assignment based on a rotation roster that shall be established for each of the following types of overtime assignments: (1) Work week assignments; and (2) non-workweek and holiday assignments. Each rotation roster shall be based on seniority. The initial rotation rosters for each school year shall be prepared and posted no later than five days before the beginning of each school year. After a driver receives and performs an overtime assignment he/she shall be dropped to the bottom of the rotation roster. Overtime assignments can be refused by the assigned

driver within 24 hours of receipt of such assignment without a strike being assessed the driver. A driver shall not be dropped to the bottom of the rotation roster if the overtime assignment is cancelled. If a driver refuses overtime assignment he/she shall be dropped to the bottom of the rotation roster. If a driver refuses three overtime assignments in a school year he/she will be removed from the rotation roster. If a driver is on approved leave or vacation at the time that an overtime assignment would be offered to him/her, the driver shall be passed over for the assignment but shall not lose his/her position on the rotation roster. A person may also be passed over on the rotation roster based on any of the factors in subsection (1) above and he/she will not lose his/her position on the rotation roster. Updated rotation rosters shall be posted on the Fridays of each week from October through August.

- (3) Overtime log: The District shall keep an “overtime log” that tracks overtime assignments, cancellations and employee refusals. Copies of the overtime log for the school year shall be retained by the District and shall be made available for inspection by employees and their bargaining unit representatives. Union Job Stewards may request a copy of the overtime log for the current school year at any time. The District shall provide a copy of the overtime log within five school days of the request.

- d. Cancellations: If an overtime assignment is cancelled, at least one hour before the driver is to report to work for the assignment, the District shall call the driver at his/her telephone number(s) on file with the District to notify the driver of the cancellation. If the District fails to call the driver and the driver reports to work for his/her overtime assignment, the district shall pay the driver for two hours of work.

18.3.7 A driver will not be assigned a non-overtime extra duty assignment or overtime assignment if the assignment would require the driver to drive more hours in a day than is permissible by state or federal law, or if to make such an assignment would violate state or federal law.

18.3.8 A driver shall not be compensated on any day for more than two hours of dead time between the end of the driver’s regular assignment and a non-overtime extra duty assignment or overtime assignment.

#### 18.4 Training for and Taking Competency Testing

18.4.1 Employees must demonstrate proficiency to the California Highway Patrol in the First Aid and Driving Rules and Regulations. The District

shall provide employees with 10 hours of training with pay in preparation for these proficiency tests in the year of the employee's required renewal. If the employee is unable to attend the scheduled District training program, the District shall make the employee aware of training programs offered by other Southern California area transportation entities and pay for such training. In addition, the District shall provide salary payment to drivers renewing their license for the time required to take the tests (written and drive), up to a maximum of three hours for each.

- 18.4.2 Bus drivers and mechanics shall receive prepayment for registration and attendance at classes and/or workshops that have been preapproved and are necessary to maintain or upgrade their skills. The District shall provide such prepayment. Employees who do not attend or complete the class/workshop shall be required to reimburse the District in full for prepayment.

#### 18.4.3 In-service Meetings

For the purpose of certificate renewal, drivers are required by Title 13, California Code of Regulations, to attend 10 annual in-service training hours from birthday to birthday for the purpose of keeping current their school bus driver certificate. The District will provide sufficient in-service hours at orientation and other scheduled meetings to meet the annual in-service training hours requirement for school bus drivers. Drivers shall be required to attend these scheduled meetings. If a driver is performing assigned duties during any scheduled meeting, he/she will be excused from attendance at that meeting. In the event a driver is precluded from attending a meeting due to a work assignment, the driver shall be provided additional training opportunities to achieve the required in-service hours.

- 18.4.3.1 Any employee in a classification that does not require driving, who possesses a special school bus driver's certificate will be entitled to receive the required annual training provided they indicate their desire to maintain their license in writing at the annual bid. Sufficient mandatory training time will be scheduled for these employees during times of least impact to district operations. An employee in a classification that does not require driving, who does not possess a special school bus driver's certificate will not be entitled to this training.

#### 18.5 Transportation Vacation and Longevity Computation

- 18.5.1 For the purpose of vacation computation in Article 9 and for the purposes of longevity computation in Section 11.4.1.1, a full school year of service shall be considered a full year of service.



## 18.6 Continuation Pay for Certain Split Shifts

18.6.1 Employees who have split shifts of one hour or less shall be eligible to be paid through that split at their regular hourly rate of pay. Drivers shall have the option of choosing to clock out and not be paid for the split shift. To receive split-shift pay, the driver must report to Dispatch, either in person or via the radio/telephone, to receive a work assignment. The District may require such duties in the Transportation Department as deemed appropriate. Assigned work during the layover period should include the following:

- (1) Refining route directions (left/rights).
- (2) Cleaning the bus.
- (3) Working in the bus pass office.
- (4) Painting bus wheel rims, if requested by the employee (provided the employee is provided with appropriate safety gear).
- (5) Assisting the Vehicle Maintenance section during the servicing of buses. Such assistance shall be limited to basic non mechanical duties such as turning steering wheels, turning signals and pressing brakes.
- (6) Other duties may be assigned that are included within the job description of bus driver.
- (7) Other assignments which are mutually agreeable to the Director of Transportation or designee and the Union.

## 18.7 Transportation Committee

18.7.1 The District and the Union agree to establish a six person Transportation Committee which will consist of three representatives selected by the Union and three representatives selected by the Director of Transportation. The Committee shall meet on a regular basis as mutually agreed upon to discuss problems that arise out of the bargaining unit.

## 18.8 Summer Session

18.8.1 Summer assignments for bus drivers shall be assigned each year in May or June through a separate summer assignment bidding process. The District shall determine and set the duties and responsibilities of all summer assignments. An assignment may include trips, runs, routes, training responsibilities and other duties reasonably related to the transportation functions of the department. The District may also include in an assignment floating trips, runs, routes, training responsibilities or other duties, each of which may be made by the District on a daily basis. Each summer bid assignment shall include a 15 minute pretrip inspection for special education vans, and a thirty (30)

minute pretrip inspection for transit type buses, a 30 minute (or two x 15 minute) fuel and clean segment and appropriate break(s).

18.8.2 In determining summer bid assignments the District shall set the days, times and guaranteed number of hours for each assignment. The District shall also determine what buses will be used for trips, runs, routes, training and non-overtime extra duty assignments and overtime assignments during the summer. In no event shall a bid assignment be less than three hours per day.

18.8.3 Summer Bidding Procedures: Each year the District shall designate a day for drivers to bid on summer assignments. No later than 30 days before the designated summer bid date, the District shall post a sign-up sheet for participation in the summer bidding process. Only those drivers who sign up on the sheet no later than five working days prior to the designated bid date can bid on summer assignments. Five working days prior to the designated summer bid date, copies of each summer bid assignment shall be posted. The District shall endeavor to provide the Union with the bid assignments prior to posting. The posted summer assignments shall set forth the trips, runs, routes and other duties required in the assignment, and the designated hours of the day to be worked, the guaranteed number of work hours and the work days for each assignment. Once the bid assignments are posted, there will be no change to bid assignments during the bidding process without first consulting with the Union. Drivers who sign up for summer assignments shall bid on assignments and select a bus from the list of available buses for the assignment in order of seniority until all of the summer bid assignments are selected. A driver must be qualified to perform all of the duties in an assignment to bid for the assignment. After all of the summer assignments are made, any drivers on the sign-up sheet who did not receive an assignment shall be placed on a summer substitute list.

18.8.3.1 No Vacations during Summer Bid assignments: No driver successfully bidding a summer assignment will be eligible for vacation for the duration of that summer bid assignment.

18.8.4 If a bus driver is sick, injured, on medical leave or on workers' compensation at the time he/she would bid for a summer assignment, he/she must have a note from a doctor stating that the driver is released to work without restriction by the first day of summer school in order to bid for an assignment.

18.8.5 If it becomes necessary to make an assignment to accommodate a driver's disability under applicable state or federal law, the District may make an assignment to the driver outside of the bidding process at any time during the year. The District may also alter other drivers'

assignments and move work around in order to make an accommodation for a driver with a disability.

18.8.6 Notwithstanding the bidding process:

- (1) The District shall assign duties and responsibilities to a driver during the driver's summer work hours. Such assignments may include, but are not limited to trips, runs, routes, training responsibilities or duties reasonably related to the transportation functions of the department such as those described in section 18.6.
- (2) The District may add or take away stops or pick-ups for a trip, run or route even if the addition or reduction alters the route, run or trip time so long as it does not alter the driver's total summer work hours.
- (3) The District shall select, appoint and assign trainers. The District may temporarily remove a driver who is qualified to provide training (Delegated Behind the Wheel Driver) from his/her summer assignment and assign the driver to provide training during the driver's assigned work hours or the District may assign a driver to do training as an extra duty assignment.
- (5) If a bus driver is absent for more than five days in a summer, the District shall have the option to cancel and reassign his/her summer assignment and he/she shall be placed on the summer substitute list. Jury duty leave will not be counted as absences for purposes of this section.
- (6) Drivers may add their names to the substitute list for work on dates prior to the start of their summer assignment and on dates after their summer assignment is complete. Their names shall be added in their seniority order to the list. Drivers wishing to add their names to the summer substitute list after the commencement of summer work who have not bid a summer assignment may do so. Said driver's name shall be placed at the bottom of the summer substitute list in the order the request for inclusion was received.

18.8.7 If trips, runs or routes become available during the summer, the District shall assign the trips, runs or routes to qualified drivers on the summer substitute list on the basis of seniority. If no drivers are left on the summer substitute list, the District shall assign a trip, run or route to any driver.

- 18.8.8 The District shall make assignments during the summer in addition to the summer bid assignments. In making additional assignments, the District shall determine: (1) The duties and responsibilities to be assigned; (2) whether the assignment will be assigned as a non-overtime extra duty assignment, an overtime assignment, or to a driver on the summer substitute list; and (3) which driver will receive the assignment.

18.9 Uniform Provision

- 18.9.1 All school bus drivers, delegated behind the wheel trainers and dispatchers shall wear District uniform shirts during working hours.
- 18.9.2 Each employee will be fitted and will have a choice from the options as follows:
- (1) Option One: Five button shirts in any combination of long or short sleeves.
  - (2) Option Two: Three polo pullover shirts plus two button shirts, or three button shirts plus two polo pullover shirts.
  - (3) Option Three: Five polo style, pullover shirts.
- 18.9.3 Shirts will be leased or purchased by the District exclusively for the use of current District employees for use in the workplace only.
- 18.9.4 Button shirts will be of a standard light blue color with stripes and a standard District logo permanently affixed over the upper left or right pocket and a name tag permanently affixed over the right pocket. The color of the pullover shirts will coordinate with the blue stripe button shirt.
- 18.9.5 First names will be embroidered on pullover shirts and on tags for button shirts.
- 18.9.6 Shirts will be laundered at the employee's expense.
- 18.9.7 Shirts damaged or rendered unserviceable through normal use will be replaced by the District through the designated vendor at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee's expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost. Replacement shirts will be available on a bi-annual basis.

18.9.8 When a unit member's employment with the District terminates, all shirts issued to him/her shall be returned to his/her immediate supervisor prior to completion of his/her final day of employment.

18.9.9 Guidelines for wearing the District shirts shall be as follows:

- (1) District shirts will be worn at all times while on the job. This includes all periods of overtime and when "called out" for emergencies.
- (2) District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
- (3) District shirts are to be worn in a manner that will present a neat and professional appearance.
- (4) District shirts shall not be worn in establishments where it would be considered more appropriate to be in personal clothing, e.g., establishments serving alcoholic beverages.
- (5) The District may make exceptions to the foregoing guidelines for specific District or community events. If an exception is made, the District will give notice to employees in advance of the event.
- (6) Any shirts that are to be replaced or discarded must be returned to the district.

#### 18.10 Dispatcher Work Assignments

18.10.1 Dispatchers shall use a system of classification seniority for the selection of work shifts and vacations. This selection shall take place in conjunction with the drivers' bid. If any other changes in working conditions occur such as alternative work weeks or different work locations are established, the same seniority based selection principle shall apply.

18.10.2 For each work day that school is in session, no more than one dispatcher will be allowed off for vacation.

18.10.3 Non-shift Overtime for Dispatchers will be rotated.

### **ARTICLE 19 - District Rights and Management Powers**

19.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Those powers and authority include, but are not limited to, the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the

methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; pursuant to applicable law, contract out unit work; allow parents or guardians of special education pupils, or their designees, to transport their children; assign non-unit members to drive small groups of students to extracurricular activities and events, however, no more than two vans may be assigned to each school; and, take action on any matter in the event of an emergency.

- 19.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 19.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. "Emergency" shall be defined as: A situation calling for prompt action, arising from an act of war, natural disaster, act of God, insurrection, revolution, flood, earthquake, riot, energy shortage, fire, plague, epidemic, quarantine, or other emergency beyond the control of the District which substantially interrupts or threatens to interrupt the District's normal operations.
- 19.4 The exercise or failure to exercise any right by management shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

## **ARTICLE 20 - Educational Enhancement Program**

### **20.1 Eligibility**

The Educational Enhancement Program is available to all bargaining unit members. This program is designed for classes/courses that are taken outside of the employee's regular work day.

### **20.2 Types of Classes/Courses**

Educational reimbursement may be claimed for a class or seminar conducted by a recognized institution/organization offering instruction that will benefit the employee and/or the District.

### **20.3 Eligible Classes/Courses**

The class/course must encompass material in one or more of the following areas:

- 20.3.1 Information/instruction that will enhance the individual employee's effectiveness in his/her current position. This does not include classes or courses required to maintain certification or licensing in his/her current position.
- 20.3.2 Information/instruction that will increase the individual's ability to assume a position of increased responsibility or technical knowledge in the District.
- 20.3.3 Information/instruction that will increase the individual's effectiveness in a specific area as a District employee.

#### 20.4 Eligible Expenses

Eligible Expenses shall include the following:

- 20.4.1 All required registration, tuition and fees.
- 20.4.2 All required textbooks and educational materials
- 20.4.3 All required parking permits.
- 20.4.4 Eligible expenses shall not exceed \$400.00 per employee per fiscal year (July 1 to June 30).

#### 20.5 Approval Process

An employee must submit the request for educational enhancement application form for approval prior to the class/course. Every effort will be made to notify the employee of the approval or disapproval in sufficient time for the employee to participate in the class/course, or appeal if disapproved. Exceptions to the advance approval shall be submitted in writing to the Cabinet member for review and approval or denial.

#### 20.6 Budget

All costs and corresponding approvals associated with this program shall be subject to the annual budget appropriations approved by the Board of Trustees. Training monies and release time may also be budgeted in individual department budgets and administered by the appropriate Cabinet member.

#### 20.7 Appeal Process

20.7.1 If an employee wishes to appeal a denial of educational enhancement application, he/she should submit an Appeal Form to the Assistant Superintendent, Human Resource Services or designee.

20.7.2 The Assistant Superintendent, Human Resource Services or designee, will convene a meeting of the Educational Enhancement Program Appeal Committee. The committee is composed of two individuals appointed by the Superintendent, two individuals selected by the Union, and the Assistant Superintendent, Human Resource Services or designee, who shall serve as chair.

20.7.3 The committee shall inform the employee of the decision. The committee's decision shall be final.

20.8 Request for Payment

20.8.1 Upon successful completion of the class/course, the employee shall submit an Educational Enhancement Program Reimbursement Request form, completed and signed, to the District Accounting Office, along with the following documents:

20.8.1.1 Receipts for all expenses must be attached.

20.8.1.2 Proof of successful completion of the class/course must be included.

**ARTICLE 21 - Non-Discrimination**

21.1 The District and the Union agree that no bargaining unit member shall be discriminated against because of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Union, or for engaging in or refusing to engage in lawful Union activities.

The District and the Union agree that no bargaining unit member shall be subjected to unlawful sexual harassment in the course of the members employment or related Union activities.

**ARTICLE 22 - Vehicle Maintenance**

22.1 Job Titles

The following are titles of those individuals considered to be part of the Vehicle Maintenance Group:

Vehicle Service Person



School Bus Inspector/Service Person  
Automotive Mechanic  
Heavy Duty Mechanic  
Vehicle Maintenance Lead Person

## 22.2 Shop Seniority

For the purpose of selecting shifts and yard assignments, seniority shall be determined by length of service in classification.

## 22.3 Site Selection Bidding

The District shall conduct a general bid in conjunction with the driver's bid each year by posting work schedules for each maintenance facility, listing beginning and end shift times. Said lists shall be posted in all District transportation maintenance facilities 10 work days prior to the date of which the bid is conducted. Copies of work schedules and locations shall be made available to Union Job Stewards two days prior to posting. At any time after the bidding process, the District may relocate the site at which maintenance and repairs are performed.

### 22.3.1 Employee Selection

Employees shall have up to 10 minutes to select their work schedules and maintenance facility from the general bid list by seniority within their job classification. The District shall determine the number of employees for each job classification on each shift at each facility.

### 22.3.2 Proxy Bid/Involuntary Assignments

If an employee is unable to be present at the time of bidding, the employee shall submit a proxy bid in duplicate to the Shop Steward. The Shop Steward will present the proxy bid to the District at the time of bidding. If no proxy has been submitted, the employee will be assigned to a work schedule and facility as selected jointly by Union and District representatives. Such selection shall be made at the time the employee would have bid.

## 22.4 Vacation Selection

Available vacation time shall be posted for 10 working days prior to selection by employees in conjunction with the bidding of job site and work shift. Selection of available vacation times will be done by seniority. Employees shall select in District seniority order from a listing of available dates by site and job classification. The number of dates available may be determined by District needs. Employees who elect not to select all their vacation may, during the year, request vacation in accordance with Article 9.1 of this Agreement; however, no

employee may “bump” a junior employee from any vacation period awarded through this selection process.

## 22.5 Safety Boots

In recognition of a work place safety concern, the District agrees to provide a pair of “safety boots” for each member of the vehicles maintenance section of the Transportation Department under the following conditions:

22.5.1 The District will purchase and provide each member with one pair of District selected and OSHA approved either low-cut or high-top safety boots every year.

22.5.2 At the beginning of the school year, those members eligible for a pair of safety boots will be given an authorization letter for a local vendor who will ensure proper size and fit.

22.5.3 Once issued, wearing of safety boots is mandatory during all work shifts.

22.5.4 Based upon member input, the District will select a brand that is mutually agreeable to both parties.

## 22.6 Jackets

The District will provide one work jacket per year from current uniform company for every member of the Vehicle Maintenance section at the beginning of the school year. At cost to the District, said jackets may be washed one time per month by current uniform company.

## 22.7 Uniforms

The District shall provide coveralls or uniforms for use by the mechanics during work hours.

## 22.8 Clean-Up Time

Mechanics shall be allowed a five minute clean-up period prior to lunch and 10 minute clean-up prior to quitting time.

## 22.9 Temporary Promotion

Temporary promotion within the Vehicle Maintenance Department will not exceed 90 days. Temporary promotion may be extended by “mutual review” after 90 days.

22.10 Training

The District shall provide as necessary additional training to Maintenance employees as required to properly and safely repair and maintain any new equipment brought in by the District. It is understood that different jobs require different training.

**ARTICLE 23 - Meet and Negotiate**

23.1 This agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in this agreement or not, for the term of this agreement. All matters not specifically enumerated within the provisions of this agreement shall be deemed to be the sole decision of the Board of Trustees.

23.2 This agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this eighteenth day of December, 2019.

For the District:



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Tim Brooks  
Associate Superintendent  
Human Resource Services

Date: 12/18/19

For the Association:



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Grant Maertz  
Business Representative, Local 952

Date: 12/18/19

# TEAMSTERS LOCAL 952 SALARY SCHEDULE

## CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, CA

7/1/2020 - 6/30/2021

Step 1	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 <sup>(1)</sup>	Step 10 <sup>(2)</sup>	Step 15 <sup>(3)</sup>	Step 20 <sup>(4)</sup>	Step 25 <sup>(5)</sup>
Hourly Rate	Number										
11.90	7	2,063	2,166	2,274	2,388	2,507	2,632	2,764	2,902	3,047	3,199
12.20	8	2,115	2,221	2,332	2,449	2,571	2,700	2,835	2,977	3,126	3,282
12.51	9	2,168	2,276	2,390	2,510	2,636	2,768	2,906	3,051	3,204	3,364
12.82	10	2,222	2,333	2,450	2,573	2,702	2,837	2,979	3,128	3,284	3,448
13.14	11	2,278	2,392	2,512	2,638	2,770	2,909	3,054	3,207	3,367	3,535
13.47	12	2,335	2,452	2,575	2,704	2,839	2,981	3,130	3,287	3,451	3,624
13.81	13	2,393	2,513	2,639	2,771	2,910	3,056	3,209	3,369	3,537	3,714
14.15	14	2,453	2,576	2,705	2,840	2,982	3,131	3,288	3,452	3,625	3,806
14.50	15	2,514	2,640	2,772	2,911	3,057	3,210	3,371	3,540	3,717	3,903
14.87	16	2,577	2,706	2,841	2,983	3,132	3,289	3,453	3,626	3,807	3,997
15.24	17	2,641	2,773	2,912	3,058	3,211	3,372	3,541	3,718	3,904	4,099
15.62	18	2,707	2,842	2,984	3,133	3,290	3,455	3,628	3,809	3,999	4,199
16.01	19	2,775	2,914	3,060	3,213	3,374	3,543	3,720	3,906	4,101	4,306
16.41	20	2,844	2,986	3,135	3,292	3,457	3,630	3,812	4,003	4,203	4,413
16.82	21	2,915	3,061	3,214	3,375	3,544	3,721	3,907	4,102	4,307	4,522
17.24	22	2,988	3,137	3,294	3,459	3,632	3,814	4,005	4,205	4,415	4,636
17.67	23	3,063	3,216	3,377	3,546	3,723	3,909	4,104	4,309	4,524	4,750
18.12	24	3,140	3,297	3,462	3,635	3,817	4,008	4,208	4,418	4,639	4,871
18.57	25	3,219	3,380	3,549	3,726	3,912	4,108	4,313	4,529	4,755	4,993
19.03	26	3,299	3,464	3,637	3,819	4,010	4,211	4,422	4,643	4,875	5,119
19.51	27	3,381	3,550	3,728	3,914	4,110	4,316	4,532	4,759	4,997	5,247
20.00	28	3,466	3,639	3,821	4,012	4,213	4,424	4,645	4,877	5,121	5,377
20.50	29	3,553	3,731	3,918	4,114	4,320	4,536	4,763	5,001	5,251	5,514
21.01	30	3,642	3,824	4,015	4,216	4,427	4,648	4,880	5,124	5,380	5,649
21.54	31	3,733	3,920	4,116	4,322	4,538	4,765	5,003	5,253	5,516	5,792
22.07	32	3,826	4,017	4,218	4,429	4,650	4,883	5,127	5,383	5,652	5,935
22.63	33	3,922	4,118	4,324	4,540	4,767	5,005	5,255	5,518	5,794	6,084
23.19	34	4,020	4,221	4,432	4,654	4,887	5,131	5,388	5,657	5,940	6,237
23.78	35	4,121	4,327	4,543	4,770	5,009	5,259	5,522	5,798	6,088	6,392
24.37	36	4,224	4,435	4,657	4,890	5,135	5,392	5,662	5,945	6,242	6,554
24.98	37	4,330	4,547	4,774	5,013	5,264	5,527	5,803	6,093	6,398	6,718
25.60	38	4,438	4,660	4,893	5,138	5,395	5,665	5,948	6,245	6,557	6,885
26.24	39	4,549	4,776	5,015	5,266	5,529	5,805	6,095	6,400	6,720	7,056
26.90	40	4,663	4,896	5,141	5,398	5,668	5,951	6,249	6,561	6,889	7,233
27.58	41	4,780	5,019	5,270	5,534	5,811	6,102	6,407	6,727	7,063	7,416
28.27	42	4,900	5,145	5,402	5,672	5,956	6,254	6,567	6,895	7,240	7,602
28.98	43	5,023	5,274	5,538	5,815	6,106	6,411	6,732	7,069	7,422	7,793
29.71	44	5,149	5,406	5,676	5,960	6,258	6,571	6,900	7,245	7,607	7,987
30.45	45	5,278	5,542	5,819	6,110	6,416	6,737	7,074	7,428	7,799	8,189
31.21	46	5,410	5,681	5,965	6,263	6,576	6,905	7,250	7,613	7,994	8,394
31.99	47	5,545	5,822	6,113	6,419	6,740	7,077	7,431	7,803	8,193	8,603
32.79	48	5,684	5,968	6,266	6,579	6,908	7,253	7,616	7,997	8,397	8,817
33.61	49	5,826	6,117	6,423	6,744	7,081	7,435	7,807	8,197	8,607	9,037
34.45	50	5,972	6,271	6,585	6,914	7,260	7,623	8,004	8,404	8,824	9,265
35.31	51	6,121	6,427	6,748	7,085	7,439	7,811	8,202	8,612	9,043	9,495
36.20	52	6,274	6,588	6,917	7,263	7,626	8,007	8,407	8,827	9,268	9,731
37.10	53	6,431	6,753	7,091	7,446	7,818	8,209	8,619	9,050	9,503	9,978
38.03	54	6,592	6,922	7,268	7,631	8,013	8,414	8,835	9,277	9,741	10,228

Hourly Rate = Monthly Rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$68.00 to the monthly salary or by adding thirty cents (.39) to the hourly rate.

- (1) Step 6, effective 1/1/01: An employee who has completed one (1) year of service with CUSD on Step 5 as of 1/1/01 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.
- (2) Step 10: An employee who has completed one (1) year of service with CUSD on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.
- (3) Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.
- (4) Step 20, effective 1/1/01: An employee who is beginning twenty (20) years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15.
- (5) **Step 25, effective 7/1/19: An employee who is beginning twenty (25) years of consecutive, regular service with CUSD is eligible for Step 25. Step 25 shall be 5% higher than Step 20.**

~ Includes a 0.63% increase to the schedule effective 7/1/2020.

Effective: 7/1/2020  
Adopted: 1/15/2020

**TEAMSTERS LOCAL 952**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2020-2021**

<b><u>SERIES</u></b>	<b><u>RANGE</u></b>
School Bus Driver	28
Delegated Behind The Wheel Trainer* Lead School Bus Driver	30
School Bus Driver Route Specialist	<u>32</u>
School Bus Inspector/Serviceperson	32
Transportation Dispatcher	32
State Certified Instructor	34
Automotive Mechanic	36
Heavy Duty Mechanic	38
Vehicle Maintenance Lead	39

\* Delegated Behind the Wheel Trainers are School Bus Drivers who provide behind the wheel training for licensed drivers and are paid at this range during actual training time ***and at Range 29 for driving time.***

Memoranda of Understanding\*  
between the  
General Truck Drivers, Office, Food &  
Warehouse Union  
Teamsters Local 952  
and the  
Capistrano Unified School District

July 1, 2019 – June 30, 2022

\* These are included for reference. MOUs expire on the date indicated and do not renew unless and until re-negotiated.

**Memorandum of Understanding Between  
Capistrano Unified School District  
and  
Teamsters Local 952  
April 23, 2020**

**CORONAVIRUS (COVID-19) PANDEMIC**

This Memorandum of Understanding is entered into between the Capistrano Unified School District ("District") and the Teamsters Local 954 ("Teamsters") concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsome declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District and Teamsters recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, for the term of this MOU, the District and Teamsters agree as follows:

- 1) The District will inform Teamsters as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPPA and CMIA will be maintained.
- 2) The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, disinfectant, and hand sanitizer) to the extent such supplies are available. Personal protection equipment (such as gloves, masks, and eye wear) will be provided to employees performing essential duties based on the needs of the tasks being performed, to the extent such equipment is available. This includes any supplies mandated by state and local agencies.
  - Where practicable, employees may be allowed to perform work duties from home.
  - Supervisors will collaborate with unit members to adjust their workspace and/or work environment to comply to the greatest extent possible with government agency directives minimizing the impacts of Covid-19.
  - Teamsters will cooperate with the District in any necessary public health actions recommended by federal, state, and local departments of public health
- 3) Spring Vacation Day paid holiday will be March 20, 2020, instead of April 10, 2020, as previously calendared. Unpaid days originally scheduled for April and moved to March due to the calendar change will be deducted from the May 31<sup>st</sup> or June 10<sup>th</sup> paychecks in 2020.



- 4) In the event a Teamsters bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, leave policies will be liberally construed to encourage the unit member not to infect others by coming to work. CUSD will also comply with HR 6201, Families First Coronavirus Response Act.

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
  - The employee is caring for an individual subject to an order or advised to self-isolate;
  - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
  - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes may apply to District employees and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- In the event a unit member wishes to self-quarantine, but does not qualify for leave under HR6201, the employee may use other available accrued leaves without fear of reprisal.
- Employees who have exhausted accrued sick leave may use extended sick leave.

- Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine and utilize available paid leaves.
  - Said employees may be assigned work to be completed remotely during the period of self-quarantine, when practicable. In these cases, the use of leave is not required.
  - Similarly, those unit members with medical proof of susceptibility to the virus should it be detected within district boundaries will be granted leave as liberally as lawfully possible.
  - Teamsters shall not encourage its members to take leave unless there is actually a medical reason.
- 5) If county or state officials recommend a change to the status of school operations, the parties agree the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure.
- In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members available to work but assigned to home will not suffer any loss of pay or benefits relative to their regular schedules (excluding overtime and extra-duty assignments) for the period of closure or curtailment.
  - Unit members who are not ill, but available to work and assigned to home, will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
  - This paragraph will apply for as long as any such closure or curtailment related to Covid-19.

During any District closure or curtailment of operations, the District may require some unit members determined by the District to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Should a Teamsters bargaining-unit employee be worked in a higher class, all provisions of the CBA governing temporary promotions (7.9) shall apply.

“Essential services” during school closures should be developed in consultation with the exclusive representative and following operative public health directives.


The District and Teamsters agree that providing essential service to the public may result in the need to take significant and time-sensitive actions, and while those essential services may trigger the obligation to bargain, that bargaining should happen as soon as practicable, but not in place of or impeding the provision of the essential services to the public.

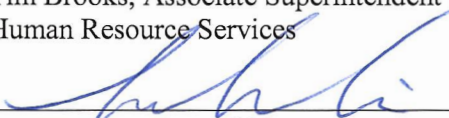
- 6) The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 7) Should the District close any schools to address COVID-19, the District shall comply with requirements of state executive orders. Teamsters will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID-19 pandemic.

- 8) The District may need to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 9) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure consistent with Labor Code § 230.8. Employees caring for a son or daughter whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions shall be given an option to work remotely, when practicable.
- 10) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
- 11) The parties agree to reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.
- 12) This Memorandum of Understanding is effective March 18, 2020, through June 30th, 2020.
- 13) Nothing in this MOU supersedes federal and state law, directives from local and state agencies, and Emergency Resolution 1920-46.

Dated: 4/27/2020

Dated: 4-23-20

By:   
\_\_\_\_\_  
For District  
Tim Brooks, Associate Superintendent  
Human Resource Services

By:   
\_\_\_\_\_  
For Teamsters Local 952  
Sam Carlin, Business Agent  
Teamsters Local 952