



CONTRACTUAL AGREEMENT  
BETWEEN THE  
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
AND  
***TEAMSTERS LOCAL 150***  
FOR THE PERIOD OF  
**JULY 1, 2017 - JUNE 30, 2020**



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## PREAMBLE

This Agreement is entered into by and between the Alum Rock Union Elementary School District (hereinafter referred to as the "District") and Teamsters Union Local 150 (hereinafter referred to as the "Union").



**ARTICLE II: RECOGNITION/UNION**

**2.1** The District recognizes the Union as the sole and exclusive bargaining agent for classified bargaining unit members occupying classes in the Maintenance, Operations, and Support Services Unit as certified by PERB:

Bus Driver	Maintenance Worker III Lock Smith
Bus Driver/Upholsterer	Maintenance Worker III Landscape
Bus Driver/Trainer	Maintenance Worker III Electrician
Head Custodian I-Elementary	Maintenance Worker III Welder
Head Custodian II-Middle School	Maintenance Worker III Plumber
Night Custodian I-Elementary	Maintenance Worker III H.V.A.C.
Night Custodian II-Elementary	Maintenance Worker III Pest Control
Lead Custodian/Special Projects	Maintenance Worker IV
Lead Night Custodian	Maintenance Worker IV Plumber
Child Nutrition Assistant I	Maintenance Worker IV Electrician
Child Nutrition Assistant II	Maintenance Worker IV H.V.A.C.
Dispatcher/Trainer	Maintenance Worker IV Pest Control
Lead Building Maintenance Worker	Mechanic
Lead Electrician Maintenance Worker	Warehouse Worker I
Lead Landscape Maintenance Worker	Warehouse Worker II
Lead Custodian Worker	Tele-Communications Technician
Lead Mechanic Worker	
Maintenance Worker I	
Maintenance Worker II	
Maintenance Worker III	
Maintenance Worker III Plumber	

And shall **EXCLUDE**: All management, supervisory, and confidential bargaining unit members, and all other District bargaining unit members.

The classification of one (1) Stock/Tool Crib Worker, Delivery Driver, Food Service Mechanic, Housekeeper, Instructional Materials Handler, and Sanitation Worker are deleted from this Article with the understanding that if the work formerly performed by bargaining unit members in this classification are resumed by a District bargaining unit member and/or subcontractor in violation of Article 15, this classification will be reinstated and bargaining unit members will be hired into the bargaining unit to perform the work of this classification.

**ARTICLE III: RECOGNITION/BOARD**

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**3.1** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitutions of California and of the United States.

**3.2** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Board. The Board retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline bargaining unit members for just cause.

**3.3** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**3.4** The parties hereto recognize that bargaining unit members retain all rights and duties mandated by law.

**3.5** Union representatives (not employed by the District) shall have reasonable access to District facilities and bargaining unit members during normal working hours, provided:

**3.5.1** Reasonable notification is presented to the Superintendent or designee, including the nature of the visitation.

**3.5.2** Bargaining unit members of the District shall not have their work disrupted without approval of the District.

**3.5.3** The District is provided in writing the names of authorized representatives of the District.

**3.6** A bulletin board shall be made available at each appropriate site where bargaining unit members are employed for the purpose of Union use.



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**ARTICLE IV: PAYROLL DEDUCTION**

**4.1** The bargaining unit members may authorize payroll deductions for the purpose of paying Union dues, agency fees, initiation fees, or other voluntary deductions as are available to the bargaining unit members.

**4.2** The District shall remit, on a monthly basis, all Union dues or agency fees to the Union.

**4.3** The Union shall indemnify and hold the District harmless from any and all claims, demands, and suits, or any other action arising from Articles I and IV.

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**ARTICLE V: DURATION**

**5.1 Length of Agreement.** This Agreement, upon ratification by both parties, is effective from July 1, 2017 through June 30, 2020. For years two and three of this Agreement, the parties shall negotiate Article 22 “Pay and Allowance” and Article 17.1 “Bargaining Unit Member and Dependent Insurance Coverage” plus two (2) articles each on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract.

1 **ARTICLE VI: CONCERTED ACTIVITIES**

2 **6.1 Concerted Activities.** It is agreed and understood that there will be no strike, lockout, work  
3 stoppage, slowdown, picketing, or other concerted action to interfere with the operations of the  
4 District. It is agreed and understood that the Union will not sanction or support concerted activities by  
5 individuals.

6 In the event of a concerted activity by members of the unit, the Union guarantees to meet its  
7 obligations under the law and contract and will attempt to induce bargaining unit members to cease  
8 and desist such action.

9 **6.2** The Union by being granted certain rights and privileges under the condition of this  
10 Agreement, assumes certain responsibilities for monitoring the compliance of bargaining unit  
11 members with the intent and procedures indicated in the contract language.

12 **6.3** The above sections shall apply for the length of this Agreement.  
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1 **ARTICLE VII: SENIORITY**

2 **7.1** Bargaining unit members hired /rehired shall serve an initial six (6) month probationary  
3 period, and upon successful completion of same, shall accumulate seniority retroactively to the first  
4 day of that six (6) month period of service as a regular classified bargaining unit member. Seniority  
5 accrued prior to new hire/rehire shall not be credited.

6 **7.1.1** Seniority shall be determined by the date of hire into the District. The District shall  
7 maintain an annually updated seniority roster by hire date. The Union shall receive a copy of the  
8 updated roster by February 1st of each school year. The District shall maintain a copy of the last  
9 “hours in paid status” seniority roster as of October 31, 1995 in the Human Resources Department  
10 files. The seniority roster shall include bargaining unit members currently on active (working) status  
11 and bargaining unit members on approved paid and unpaid leaves of absence.

12 **7.1.2** Bargaining unit members on layoff or bargaining unit members who have their  
13 seniority determined prior to October 1, 1995 shall be “grandparented.” Their rights to recall from  
14 layoff or to other benefits provided in this Agreement shall not be affected by this change in seniority  
15 determination.

16 **7.2** Seniority shall be excluded for impending layoff, selection of vacation days, and summer  
17 work.

18 **7.3** Seniority shall be lost or broken for the following reasons:

- 19 a. Resignation or discharge.
- 20 b. Continuous layoff for thirty-nine (39) months.
- 21 c. Failure to report within three (3) workdays of recall from layoff.
- 22 d. Unauthorized absence of five (5) working days without satisfactory justification to the  
23 District after the fact.
- 24 e. Transfer into a non-bargaining unit position.
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1                    **ARTICLE VIII: TRANSFER, PROMOTION, AND RECLASSIFICATION**

2    **8.1    Transfer and/or Promotion**

3            **8.1.1** All bargaining unit members in the Union bargaining unit are entitled to apply for  
4 posted vacant positions which would result in promotion or transfer.

5            **8.1.2** An increase in hours of a part-time position will not be considered a promotion.

6            **8.1.3** Nothing in this Section shall prevent bargaining unit members from mutually agreeing  
7 to exchange positions with the approval of the immediate supervisors and Human Resources. As used  
8 throughout this Agreement, “Human Resources” refers to the person(s) designated by the District  
9 within the Human Resources Department.

10           **8.1.4** Involuntary transfer shall be limited to those extraordinary needs demonstrated to be  
11 in the best interest of the District.

12                    **8.1.4.1** The Superintendent or designee shall provide the bargaining unit member  
13 to be transferred with reasonable prior notice of impending transfer. This notice shall include the  
14 reasons for the transfer.

15                    **8.1.4.2** No District-initiated transfer shall be punitive, arbitrary, or capricious.

16            **8.1.5 Promotion.** Any bargaining unit member in the Union bargaining unit receiving a  
17 promotion under the provisions of this Agreement shall be moved to the appropriate range and step of  
18 the new bargaining unit classification which guarantees a minimum of a five (5) percent increase in  
19 salary.

20            **8.1.6 Medical Transfer.** The District will attempt to find, when it is available, alternate  
21 work for an bargaining unit member who has become medically unable to satisfactorily perform  
22 his/her regular job classification duties. This Section is non-grievable.

23            **8.1.7 Filling Bargaining Unit Vacancies.** Bargaining unit positions that are vacant or  
24 newly created shall be filled by applicants in the following order:

25                    **8.1.7.1 Transfer.** Bargaining unit member may request a lateral transfer to a  
26 position of equal status in the bargaining unit member’s same classification (including a position with  
27 a different number of hours) by making a written application on a District provided form which shall  
28 be kept at Human Resources to be considered when the position becomes open. Custodians may  
29 make lateral transfers, subject to Human Resources and Program Manager’s approval.

30                    **8.1.7.2 Recall.** If there are no qualified transfer applicants selected by the Program  
31 Manager, he/she shall recall from the re-employment list, as provided in Article IX, an bargaining  
32 unit member who formerly served in the classification of the vacancy to fill the vacancy. If there is  
33 more than one bargaining unit member who is qualified for the vacancy on the re employment list,  
34 the Program Manager shall offer the vacancy to each laid off bargaining unit member, in seniority  
35 order, until one accepts the position.

36                    **8.1.7.3 Promotional Applicants and Outside Applicants.** If there are no  
37 qualified transfer applicants selected and no bargaining unit member in the classification in the  
38 re-employment list accepts reemployment, the District shall post an announcement of the vacant

1 position as provided in Section 8.1.8 and shall use the screening/ selection procedure set forth in  
2 Sections 8.1.7.4 through 8.1.7.7.5 to determine the most qualified applicants to fill the vacancies.  
3 When a unit member's application for promotion or transfer is denied, the unit member, upon written  
4 request, shall receive a written notice from Human Resources Department explaining its rationale.

5 **8.1.7.4 Screening/Selection Process Bargaining Unit Vacancy Announcements.**

6 All applicants determined by Human Resources to have met minimum qualifications, based on job  
7 specifications will be required to pass a performance test which will be developed by the District,  
8 with Union input, for the applied-for position.

9 **8.1.7.4.1** Persons who are on personal leave of absence from the District  
10 shall not be required to take nor pass a performance test when applying for a posted vacancy in the  
11 classification which they held at the time the personal leave was granted, providing the same tests of  
12 fitness under which they qualified for appointment to the classification still apply.

13 **8.1.7.5** Applicants who meet the minimum qualification and have passed their  
14 performance test with the appropriate passing grade shall have their applications and other supporting  
15 documents sent directly to the Program Manager of the site, area, or building where the opening  
16 occurred.

17 **8.1.7.6** If there are fewer than four (4) qualified applicants, the Program Manager  
18 shall personally interview each applicant using the "Guidelines for Interviewers" as a guide.

19 **8.1.7.7** If there are four (4) or more qualified applicants, the Program Manager  
20 shall convene an oral interview panel at the local level. The oral interview panel shall be composed of  
21 at least three (3) members: one selected by the Program Manager, one selected by the Union, and one  
22 mutually selected. The maximum will be seven (7). The ratio will remain the same.

23 **8.1.7.7.1** The Human Resources Department with the assistance of the  
24 Program Manager may paper screen applicants to a minimum of six (6) for consideration by the total  
25 interview panel. Paper-screening will be measured against the job description requirements and  
26 scores on the performance test.  
27

28 **8.1.7.7.2** The oral interview panel shall recommend the three (3) highest  
29 scored applicants to the Program Manager. (If there are fewer than three (3) remaining applicants, the  
30 panel may recommend fewer than the three (3).) Each panel member shall have an equal vote  
31

32 **8.1.7.7.3** Scores will be determined based upon the following: (1) actual test  
33 score; (2) interview score, (1 and 2 will be equally weighted); (3) seniority credit based upon one (1)  
34 point per year of service with the District based on hire date, up to eight (8) points. Experience credit  
35 can be earned by bargaining unit members and will be based on one-half (1/2) point for every year of  
36 service in the same field or related field, up to a maximum of five (5) points. Outside candidates will  
37 not receive credit in the screening process for outside experience.  
38

39 **8.1.7.7.4** Bargaining unit members who have previously taken and passed the  
40 performance test may use their previous score if transferring into the same classification.

41 **8.1.7.7.5** All things being equal, seniority will be exercised for the selection  
42 of promotion of the top three (3) candidates.

1           **8.1.7.8**     When a vacancy occurs, the District shall notify the Union within seven (7)  
2 working days of the vacancy. The District shall fill vacancies within thirty (30) working days from  
3 the date a position is posted. If this is not possible, the District and the Union shall agree on a  
4 reasonable extension of time to fill the vacancy. Before posting the vacancy, the District shall  
5 negotiate with the Union any changes in the job description for the position to be filled. The District  
6 also agrees to discuss with the Union written performance tests and physical performance tests for the  
7 positions before the tests are implemented. After this discussion, a representative from the Union and  
8 a representative from Human Resources shall sign and date the written performance test, indicating  
9 that the discussion took place, and the District shall keep this signed copy, subject to inspection by  
10 the Union upon reasonable request.

11           **8.1.8**     All vacancy announcements shall be posted by the District for not less than five (5)  
12 working days in designated areas of all work sites prior to being filled. A copy of the job vacancy  
13 announcement shall be mailed to the Teamster Local Union 150 Sacramento office.

14           **8.1.9**     Bargaining unit members who are on leave or not working during the posting period  
15 shall be mailed, upon request, a copy of the vacancy announcement and an application form if they  
16 provide a self-addressed, stamped envelope to Human Resources.

17           **8.1.10**    In any major administrative reorganization which is planned by the District and which  
18 impacts bargaining unit bargaining unit members causing the potential transfer of bargaining unit  
19 members, the District agrees to negotiate the effects of such reorganization with the Union prior to  
20 implementation.

21           **8.1.11**    Vacancy announcements will be sent to the Chief Steward of the Union.

22           **8.1.12 Maintenance Worker Openings.** If there is an opening for a Maintenance Worker I  
23 or II, the District shall first consider internal bargaining unit members. Successful internal bargaining  
24 unit candidates for Maintenance Worker I or II shall be placed as a Maintenance Worker II, Range  
25 12. Successful external candidates for the position of Maintenance Worker I shall be placed on Range  
26 10.

27           **8.1.13 Saturday School Custodial Staffing.** If school custodians choose not to work and no  
28 other regularly employed District custodian accepts the work, the District shall recall from the  
29 re-employment list as provided in Article IX, bargaining unit members in seniority order, who  
30 formerly served in the custodial classification. If no bargaining unit members are selected from the  
31 reemployment list, the regular screening/selection process for outside applicants shall be  
32 implemented.

33           **8.2     Reclassification.** Changing conditions may warrant reclassification of positions  
34 and/or classifications which are a part of the Union bargaining unit. Since the District and the Union  
35 have vested interests in such reclassifications, this Section is intended to provide an orderly process  
36 for effecting justifiable reclassifications.

37           **8.2.1 Definition.** “Reclassification” means the redefining of a position and/or a  
38 classification to account for changes in technology, duties, or work that may alter the nature of the  
39 positions/classification(s). This Section shall not apply to demotion.

40           **8.2.2**     When either the District or the Union seeks to effect a reclassification, the following  
41 procedures will be followed:

1                   **8.2.2.1**     The written request for reclassification shall be submitted to Human  
2 Resources, on the appropriate form, who shall forward the request to the Management Personnel  
3 Task Force with a copy to the Union. The request shall contain all of the following data:

- 4           a.     The classification or position to be reclassified.
- 5           b.     The existing job description and salary range.
- 6           c.     The proposed job description and salary range.
- 7           d.     Bargaining unit members affected by the proposal and the proposed disposition of  
8                 same.
- 9           e.     The basis for the reclassification.
- 10          f.     The recommended effective date for implementation.

11                   **8.2.2.2**     Human Resources will meet with the Union for further review/appeal  
12 within fifteen (15) working days after receiving the request for reclassification as provided in Section  
13 8.2.2.1.

14                   **8.2.2.3**     Human Resources shall submit its recommendation to the Superintendent  
15 and a copy to the Union within fifteen (15) days from Section 8.2.2.2.

16                   **8.2.2.4**     The Superintendent or designee will respond to the recommendation within  
17 fifteen (15) working days after receipt of the proposal. Appeals will be heard at this time.

18                   **8.2.2.5**     A denial of the reclassification by the Superintendent or designee shall  
19 allow the Union to appeal the decision to an Advisory Arbitrator. The Advisory Arbitrator will be  
20 chosen (as in the grievance process) and costs will be paid by the party receiving an unfavorable  
21 judgment. The Arbitrator will prepare his/her written response including recommendations to the  
22 Superintendent and to the Union. Final decision shall rest with the Superintendent or designee.

23                   **8.2.2.5.1**    The Superintendent's decision is not grievable but violations of  
24 procedures are.

25                   **8.2.2.6**     Time lines may be extended by mutual agreement of the parties.

26 **8.3     Reduction or Splitting of Positions.** When a vacancy occurs, the District will not reduce or  
27 split the hours from full-time to part-time and/or unbenefitted status without first negotiating the  
28 impact of that decision with the Union prior to its implementation.

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1 **ARTICLE IX: LAYOFF AND REEMPLOYMENT**

2 **9.1 Notice of Layoff**

3 **9.1.1 Education Code 45117**

4 a. When, as a result of the expiration of a specially funded program, classified positions must be  
5 eliminated at the end of any school year, and classified bargaining unit members will be subject to  
6 layoff for lack of funds, the bargaining unit member to be laid off at the end of such school year  
7 shall be given written notice on or before April 29 informing them of their layoff effective at the  
8 end of such school year and of their displacement rights, if any, and reemployment rights.

9 However, if the termination date of any specially funded program is other than June 30, such  
10 notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.

11 b. When, as a result of a bona fide reduction or elimination of basic funded services being  
12 performed by any department, classified bargaining unit members shall be subject to layoff for  
13 lack of work, affected bargaining unit members shall be given notice of layoff not less than forty-  
14 five (45) days prior to the effective date of layoff, and informed of their displacement rights, if  
15 any, and reemployment rights.

16 c. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and  
17 existing financial inability to pay salaries of classified bargaining unit members, nor layoff for  
18 lack of work resulting from causes not foreseeable or preventable by the governing board, without  
19 the notice required by Subsections (a) and (b) hereof.

20 **9.2 Order of Layoff.** The order of layoff within each classification shall be determined by length  
21 of service (seniority) within the classification and higher classifications in the District. Bargaining  
22 unit members with the least seniority in the classification, plus higher classifications, shall be laid off  
23 first.

24 **9.2.1** Length of service (seniority) for persons hired after October 1, 1995 shall be  
25 determined by date of hire. Bargaining unit members hired before that date shall have their seniority  
26 rank grandparented.

27 **9.3 Equal Seniority.** If two (2) or more classified bargaining unit members have equal seniority  
28 within a classification, the ranking number shall be determined by the bargaining unit member with  
29 the earliest hire date; if that be equal, determination of ranking numbers shall be determined by  
30 lottery.

31 **9.4 Bumping Rights.** Bargaining unit members whose positions have been eliminated or reduced  
32 may have bumping rights within their equal classification or into a lower classification in which  
33 she/he has worked and accumulated seniority. Bumping rights are dependent upon an individual  
34 bargaining unit member's seniority ranking in current or prior classification.

35 **9.4.1** An bargaining unit member with high seniority whose position is eliminated or  
36 reduced may elect to bump into a position of equal or fewer hours within the classification. The  
37 bargaining unit member does not have the right to choose a specific position into which she/he  
38 wishes to bump.

39 **9.5 Layoff in Lieu of Bumping.** An bargaining unit member may elect layoff in lieu of  
40 exercising bumping rights without losing any reemployment rights.

1 **9.6 Voluntary Demotions or Voluntary Reductions.** Bargaining unit members who take  
2 voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their  
3 present positions rather than be reclassified or reassigned, shall be granted the same rights as persons  
4 laid off and shall retain eligibility to be considered for reemployment for an additional period of up to  
5 twenty-four (24) months; provided, that the same tests of fitness under which they qualified for  
6 appointment to the class shall still apply. Bargaining unit members who take voluntary reductions in  
7 assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a  
8 position in their former class or to positions with increased assigned time as vacancies become  
9 available, and without limitation of time, but if there is a valid reemployment list they shall be ranked  
10 on that list in accordance with their proper seniority.

11 **9.7 Reemployment Offers.** An bargaining unit member may refuse up to three (3) reemployment  
12 offers made by the District after which she/he shall be dropped from the thirty-nine (39) month  
13 reemployment list.

14 **9.7.1** The bargaining unit member shall respond to each offer in accordance with the  
15 following time lines; no response from the bargaining unit member shall be deemed a refusal:

16 a. By calling his/her response to Human Resources within five (5) working days of mailing date  
17 if offer made by letter.

18 b. By calling his/her response to Human Resources within three (3) working days if offer made  
19 by telephone.

20 **9.8 Improper Layoff.** Any bargaining unit member deemed to be improperly laid off shall be  
21 immediately reinstated and reimbursed for any loss of salary and benefits incurred.

22 **9.9 Seniority Roster.** The District shall maintain an annually updated seniority roster, for all  
23 classifications.

24 **9.10 Retirement in Lieu of Layoff.** Any person who was subject to being, or was in fact, laid off  
25 for lack of work or lack of funds and who elected service retirement from Public Bargaining unit  
26 members Retirement System (“PERS”) shall be placed on an appropriate reemployment list. The  
27 District shall notify the Board of Administration of PERS of the fact that retirement was due to layoff  
28 for lack of work or of funds. If she/he is subsequently subject to reemployment and accepts, in  
29 writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of  
30 Administration of PERS has properly processed his/her request for reinstatement from retirement.

31 **9.11 Reemployment Rights.** Bargaining unit members laid off because of lack of work or funds  
32 are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed without  
33 additional testing and/or interview in preference to new applicants for all open positions in their  
34 classification. If there are changes in minimum qualifications for the class which have been bargained  
35 with the Union, bargaining unit members on the re employment list must meet those qualifications.

36 **9.12 Reemployment Order.** Reemployment shall be in the reverse order of layoff without regard  
37 to the number of assigned hours at the time of layoff.

38 **9.13 Maintenance of Seniority Status.** The seniority status of an bargaining unit member at the  
39 time of layoff shall be maintained during the thirty-nine (39) month reemployment period; however,  
40 there shall be no accrual of seniority, vacation, sick leave, holidays, other benefits, or increment  
41 advancement while the bargaining unit member is on layoff.

1 **9.14 Reduction in Hours.** An involuntary reduction of assigned hours of an bargaining unit  
2 member shall be considered a layoff and subject to all the above provisions regarding layoff.  
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**ARTICLE X: LEAVES**

**10.1 Bereavement Leave**

**10.1.1 Mandatory Paid Leaves.** Bargaining unit members shall be granted necessary leave of absence of three (3) days, or five (5) days if more than two hundred (200) miles of one-way travel is required, in the event of the death of any member of his/her immediate family. An additional two (2) days shall be granted to either time period if the bargaining unit member is directly involved in funeral preparations; a written request for these two (2) must be submitted to Human Resources for verification of involvement in funeral preparations. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board.

**10.1.1.1** Members of the “immediate” family, as used in this Section, means the mother, father, grandmother, grandfather, or grandchild of the bargaining unit member, or of the spouse of the bargaining unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the bargaining unit member, legal guardian, or any relative living in the immediate household of the bargaining unit member.

**10.1.2 Permissive Paid Leave.** Requests for bereavement leave for other relatives, or persons of close affinity shall be submitted in writing to Human Resources for approval/disapproval.

**10.1.3 Permissive Unpaid Leave.** Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay for reasons of bereavement leave.

**10.1.4 Procedures for Bereavement Leave**

**10.1.4.1 Notification Requests.** Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to notify/request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

**10.1.4.2 Verification of Bereavement Leave upon Return from Leave.** Members of the bargaining unit may be required to complete the bereavement form provided by the District upon their return to work after bereavement leave.

**10.2 Jury Duty**

**10.2.1 Mandatory Paid Leave.** The District agrees to grant to members of the Union regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for time the bargaining unit member is required to perform jury duty.

**10.2.1.1 Notification of Jury Duty.** Bargaining unit members, so called for jury duty, must notify the District of service date(s) upon receiving notice from officers of the court.

**10.2.1.2 Compensation for Jury Duty.** The District shall pay the bargaining unit member the difference, if any, between the bargaining unit member’s regular rate of pay and the amount received by the bargaining unit member for jury duty, less meals, travel, and parking allowances.

1                   **10.2.1.3 Verification of Jury Duty.** The District may require verification of jury  
2 duty time prior to or subsequently to providing jury duty compensation.

3                   **10.2.1.4 Reporting for Work.** Bargaining unit members are required to return to  
4 work during any day or portion thereof in which jury duty services are not required. Any bargaining  
5 unit member whose shift begins at 2:30 p.m. or later who is required to report for a p.m. jury duty  
6 session will be relieved from work with pay for the remainder of that workday. Bargaining unit  
7 members on telephone alert shall report to work.

### 8 **10.3 Military Leave**

9                   **10.3.1 Mandatory Paid/Unpaid Military Leave.** Bargaining unit members shall be  
10 granted military leave to which they are entitled under law as classified school bargaining unit  
11 members.

#### 12 **10.3.2 Procedures for Military Leave**

13                   **10.3.2.1 Request for Verification for Military Leave.** Bargaining unit members  
14 shall be required to request military leave in writing and to supply the District with “orders” prior to  
15 start of said leave and status reports thereafter, as needed.

### 16 **10.4 Sick Leave**

#### 17 **10.4.1 Mandatory Paid Sick Leave**

18                   **10.4.1.1** Bargaining unit members employed by the District five (5) days per week  
19 with full pay for a fiscal year shall be entitled to twelve (12) days’ leave of absence for illness or  
20 injury exclusive of days they are not required to render service. “Day,” as used in this Article, means  
21 the bargaining unit member’s regularly assigned workday, exclusive of overtime.

22                   **10.4.1.2** An bargaining unit member employed five (5) days a week who is  
23 employed for less than a full fiscal year is entitled to that proportion of twelve (12) days’ leave of  
24 absence for illness or injury as the number of months she/he is employed bears to twelve (12). An  
25 bargaining unit member shall earn one (1) day per whole month worked (one (1) whole month is  
26 equal to one-half (½) or more of the number of workdays in a given month), or a proportion of a day  
27 as eight (8) hours bears to the number of hours worked per day.

28                   **10.4.1.3** An bargaining unit member employed less than five (5) days per week  
29 shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days’ leave of absence  
30 for illness or injury as the number of days she/he is employed per week bears to five (5). When such  
31 persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall  
32 determine that amount of leave of absence for illness or injury to which they are entitled.

33                   **10.4.1.4** Pay for any day of such absence shall be the same as the pay which would  
34 have been received had the bargaining unit member served during the day of illness.

35                   **10.4.1.5** If a bargaining unit member does not take the full amount of leave allowed  
36 in any year under this Section, the amount not taken shall be accumulated from year to year.

37                   **10.4.1.6** At the beginning of each fiscal year, the full amount of sick leave granted  
38 under this Section shall be credited to each bargaining unit member. Credit for sick leave need not be  
39 accrued prior to taking such leave and such leave may be taken at any time during the year.

1           **10.4.2 Eligibility for Use of Sick Leave.** All regular bargaining unit members shall be  
2 eligible to use sick leave. However, probationary status bargaining unit members shall not be eligible  
3 to use more than six (6) days of the sick leave credited to him/her until the first day of the calendar  
4 month after completion of six (6) months of actual service to the District.

5           **10.4.3 Procedures for Use of Sick Leave**

6                   **10.4.3.1 Notification/Verification of Use of Sick Leave:** Bargaining unit  
7 members absent due to illness or injury must follow procedures established by their immediate  
8 supervisor to notify their department of the intent to be absent and the anticipated duration of their  
9 absence, prior to the commencement of their scheduled work period, in order to be eligible for paid  
10 illness or injury leave. (Maximum of two (2) calls required.)

11                   **10.4.3.1.1** Bargaining unit member notification procedures may  
12 include, but not be limited to, the use of designated alternate call-in numbers, call-in notice to the  
13 District Human Resources Office and/ or the use of authorized District phone recorder.

14                   **10.4.3.2 Verification of Incapacity/Impossibility to Comply with Section**  
15 **10.4.3.1** Verification will be required by the District of bargaining unit members who are unable to  
16 comply with the provisions of Section 10.4.3.1.

17                   **10.4.3.3 Medical Verification of Extended Absence.** Bargaining unit  
18 members who are to be absent for an extended period due to surgery, serious illness, or injury, will be  
19 required to notify the District, in writing, of such extended absence and to submit a verification  
20 signed by a physician.

21                   **10.4.3.4 Medical Verification for Abuse of Sick Leave Provision.** The  
22 District may require medical verification from a physician at any time that abuse of sick leave  
23 provisions becomes evident. Four (4) incidents (separate series of consecutive workdays) of potential  
24 abuse within a twelve (12) week period could require such verification.

25                   **10.4.3.5 Medical Examination.** Bargaining unit bargaining unit members  
26 may be required to submit to medical examinations as required for workers' compensation and other  
27 lawful reasons (i.e., ADA, Drug Free Workplace). Bargaining unit members performing hazardous  
28 duties shall be medically examined twice yearly at district expense. This will be limited to bargaining  
29 unit members who use chemical sprays or other bargaining unit members mutually agreed upon by  
30 the Union and the District.

31                   **10.4.3.5.1** The District may require a physician's excuse for any  
32 absence due to illness that occurs the day prior to or immediately following a vacation or holiday  
33 with cause.

34           **10.4.4 Reduction of Pay upon Termination.** Bargaining unit members who are  
35 terminating and have taken sick leave prior to its being earned shall have their pay reduced by the  
36 number of those unearned days times their daily rate.

37           **10.4.5 Payoff of Earned Unused Sick Leave at Termination.** Earned unused  
38 sick leave benefits may be used as follows:

39                   **10.4.5.1** Persons hired after July 1, 1981 shall not be eligible for the earned  
40 sick leave payoff provisions of Section 10.4.5.

1                   **10.4.5.2** Persons hired after March 1, 1978 and before July 1, 1981, shall be  
2 limited to ten (10) days earned sick leave, paid in cash. The bargaining unit member may also convert  
3 earned sick leave to retirement credit in accordance with the Government Code and PERS regulations  
4 if the bargaining unit member is filing a request for retirement.

5                   **10.4.5.3** Persons hired before March 1, 1978 shall receive earned and unused  
6 sick leave benefits paid in cash upon termination.

7 **10.5 Personal Necessity Leave**

8                   **10.5.1 Permissive Paid Personal Necessity Leave.** Seven (7) days of absence, credited  
9 for permanent bargaining unit members for sick leave/earned for probationary bargaining unit  
10 members for sick leave, under Section 10.4, may be used by the bargaining unit member, at his/her  
11 election, in cases of personal necessity on the following basis:

12                   **10.5.1.1** The death of a member of the bargaining unit member's immediate family  
13 when additional leave is required beyond that provided in Section 10.1.

14                   **10.5.1.2** Bereavement for persons other than the immediate family.

15                   **10.5.1.3** As a result of an accident or illness involving an employee's or property or  
16 the person or property of his/her immediate family.

17                   **10.5.1.4** When resulting from an appearance in any court or before any  
18 administrative tribunal as a litigant, party, or witness.

19                   **10.5.1.5** When an bargaining unit member who is adopting a child requires a leave  
20 for the purpose of processing the adoption.

21                   **10.5.1.6** When an bargaining unit member requires leave to care for his/her child  
22 after the birth or adoption of the child.

23                   **10.5.1.7** Such other reasons approved by the District wherein the activity cannot  
24 reasonably be deferred to another day that is not a normal workday.

25                   **10.5.1.8 Personal Necessity Business -- No reason required.** (One (1) day per  
26 year, cumulative up to a total of two (2) days.) Two (2) day advance notice to immediate supervisor  
27 required.

28 **10.6 Industrial Accident and Illness Leave**

29                   **10.6.1 Mandatory Paid Industrial Accident and Illness Leave.** In addition to any other  
30 benefits that a bargaining unit member may be entitled to under the workers' compensation laws of  
31 this State, bargaining unit members shall be entitled to the following benefits.

32                   **10.6.1.1** A bargaining unit member suffering an injury or illness arising out of and  
33 in the course of his/her employment shall be entitled to a leave of no more than sixty (60) working  
34 days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated  
35 from year to year, and when any leave will overlap a fiscal, year, the bargaining unit member shall be  
36 entitled to only that amount remaining at the end of the fiscal year in which the injury or illness  
37 occurred. Industrial accident or illness leave will commence on the first day of absence.

1                   **10.6.1.2**     Payment for wages lost on any day shall not, when added to an award  
2 granted under the workers' compensation law of this State, exceed the normal wage for the day.  
3 Industrial accident and illness leave will be reduced by one (1) day for each day of authorized  
4 absence, regardless of a compensation award made under workers' compensation. When an industrial  
5 accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year,  
6 the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal  
7 year in which the industrial injury or illness occurred, for the same illness or injury.

8                   **10.6.1.3**     The industrial accident or illness leave is to be used in lieu of normal sick  
9 leave benefits. When entitlement to industrial accident or illness leave under this section has been  
10 exhausted, entitlement to other sick leave, vacation, or other paid leave may be used. If, however, an  
11 bargaining unit member is still receiving temporary disability payments under the workers'  
12 compensation laws of this State at the time of exhaustion of benefits under this Section, she/he shall  
13 be entitled to use only as much of his/her accumulated and available normal sick leave and vacation  
14 leave as, when added to the workers' compensation award, provides for a day's pay at the regular rate  
15 of pay.

16                   **10.6.1.4**     Any time a bargaining unit member on industrial accident or illness leave  
17 is able to return to work, she/he shall be reinstated in his/her position without loss of status or  
18 benefits.

19                   **10.6.1.5     Alternate or Light Duty.** The District shall attempt to provide alternate or  
20 light duty for bargaining unit members unable to fully return to work due to an industrial injury. The  
21 accommodations for each situation, including those not due to industrial injury, shall be decided in a  
22 case-by-case basis.

23                   **10.6.1.6     Medical Treatment on Work Time.** A bargaining unit member who  
24 continues under medical care as a result of industrial injury, shall make reasonable attempts to obtain  
25 continued treatment during non-work time. However, if such appointments are available only during  
26 work time, the bargaining unit member shall attempt to schedule the appointments at times least  
27 disruptive to the District's operation and the District shall release the bargaining unit member for the  
28 appointments without loss in pay or paid leave.

## 29     **10.7     Differential Medical Leave**

30                   10.7.1.     Pursuant Education Code section 45196, each employee shall once a year be  
31 credited with a total of not less than (100) working days of paid sick leave, including days to which  
32 an employee is entitled under Education Code 45191. Such days of paid sick leave, in addition to  
33 those required under Education Code section 45191, shall be compensated at not less than fifty  
34 percent (50%) of the employees regular salary. The paid sick leave authorized under this section shall  
35 be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee  
36 may be entitled. Employees using extended illness leave must submit verification of illness for the  
37 period of time the employee is on extended leave.

38                   **10.7.2     Compensation for Differential Medical Leave.** Upon exhaustion of regular sick  
39 leave, vacation and all other paid time off, the bargaining unit member shall be entitled to the  
40 difference between the bargaining unit member's regular rate of pay and the sum typically paid to a  
41 substitute whether a substitute is needed or not needed.



1           **10.7.2.1** A “substitute” for purposes of this article is a person, not a member of the  
2 classified service, who has been hired to perform the duties of the position in the temporary absence  
3 of the classified bargaining unit member who is on the differential medical leave.

### 4           **10.7.3 Procedures for Extended Medical Leave**

5           **10.7.3.1 Requests.** Written requests for differential medical leave for extended  
6 illness or injury are to be submitted to Human Resources.

7           **10.7.3.2 Medical Verification of Differential Medical Leave.** In order to be  
8 entitled to this benefit, the bargaining unit member must present medical verification of illness or  
9 injury.

10           **10.7.3.3 Medical Release to Return to Work.** Bargaining unit members shall  
11 submit a medical release to Risk Manager Human Resources before returning to work.

## 12           **10.8 Personal Leave of Absence**

13           **10.8.1 Permissive Unpaid Personal Leave of Absence.** Unpaid leaves of absence for  
14 personal reasons may be granted only to regular permanent bargaining unit members by the Board.  
15 Regular bargaining unit members who are in a probationary status shall not be granted leave of  
16 absence for personal reasons by the Board. Recommendation for personal leave of absence will be  
17 based on the bargaining unit member’s value to the District past employment record, and the reason  
18 for the request.

19           **10.8.1.1 Procedures for Requesting Personal Leave.** All requests for personal  
20 leave of absence shall be submitted to Human Resources who shall recommend approval or  
21 disapproval of the request to the Board. The letter of request shall include the beginning date and  
22 ending date of the leave and the reason for requesting the leave. If the leave request is recommended  
23 for approval by Human Resources, it shall take effect upon receipt by Human Resources and the  
24 period of the approved leave shall be binding upon the bargaining unit member.

25           **10.8.2 Returning from Personal Leave at Expiration Date Procedures.** Prior to the  
26 expiration date of the personal leave of absence, the bargaining unit member shall notify Human  
27 Resources in writing that his/her intent is to return or not to return from leave. Notification shall be  
28 given a month before the return date to allow ample time for potential placement.

29           **10.8.3 Termination from Employment After Expiration of Personal Leave.**  
30 Bargaining unit members who have not returned within five (5) days after the expiration of the  
31 personal leave of absence shall be terminated from employment.

32           **10.8.4 Early Return from Personal Leave of Absence Procedures.** Bargaining unit  
33 members who wish to return early (before the expiration date of their personal leave of absence) shall  
34 submit a request for early return to Human Resources. Early return from personal leave of absence  
35 requests shall not be considered for approval unless it is in the interest of the District. Human  
36 Resources shall recommend approval or disapproval of the early return request to the Board. If the  
37 early return request is in the interest of the District and approval is recommended to the Board, the  
38 bargaining unit member shall be placed in the first open position in the classification she/he held at  
39 the time that the personal leave of absence was granted.

40           If the early return request is not in the interest of the District but, rather, in the interest of the  
41 bargaining unit member, the Superintendent or designee will recommend disapproval to the Board.

1 The bargaining unit member would then need to apply for any posted position(s) in which she/he is  
2 interested and qualified. She/he will be considered along with all other applicants for posted vacancy  
3 announcements. If she/he is selected for the position, the leave will be canceled and the bargaining  
4 unit member will be returned from leave of absence at the time.

5 **10.8.4.1** Persons who are on personal leave of absence from the District shall not be  
6 required to take nor pass a performance test when applying for a posted vacancy in the classification  
7 which she/he held at the time the personal leave was granted providing the same tests of fitness under  
8 which they qualified for appointment to the classification apply.

9 **10.9 Placement Upon Return from Paid Leave.** Bargaining unit members returning from a paid  
10 leave shall be placed by the District in the position she/he held at the time the leave was taken.

11 **10.10 Placement Upon Return from Unpaid Leave.** Bargaining unit members returning from an  
12 unpaid leave shall be placed by the District in the first vacant position occurring in the classification  
13 in which the bargaining unit member served prior to the leave.

14 **10.11 Interruption in Service and Break in Service**

15 **10.11.1 Definition of “Interruption in Service.”** Any approved unpaid leave shall be  
16 considered an interruption in service with the exception of unpaid industrial accident or injury leave  
17 or military leave.

18 **10.11.2 Definition of “Break in Service.”** Termination of employment with the District,  
19 whether bargaining unit member initiated or District initiated, shall be considered a break in service.

20 **10.11.3 Benefits Accruing While on Paid Leave.** Absences under any paid leave  
21 provisions of this Article shall not be considered as an interruption or break in service for any  
22 bargaining unit member who is in a paid status; all benefits accruing (including, but not limited to,  
23 sick leave credit, vacation credit, seniority accumulation) under the provisions of this Article shall  
24 continue to accrue to bargaining unit members during such absences.

25 **10.12 Personal Business Day.** Except for days off authorized by Section 10.5.1.8, days off for  
26 personal business shall require one (1) day’s advance approval by the bargaining unit member’s  
27 immediate supervisor, and will be without pay unless the bargaining unit member requests that the  
28 day be charged to his/her vacation account. If all the bargaining unit member’s vacation time is used  
29 in this method, a vacation will be without pay and subject to special arrangements with his/her  
30 supervisor.

31 **10.13 Family Leave.** The District shall comply with all state and federal provisions respecting the  
32 allowance of Family Leave to bargaining unit bargaining unit members. The time periods and  
33 benefits provided for Family Leave shall run concurrently with other bargaining unit member leaves  
34 provided in this Agreement.  
35

1 **ARTICLE XI: HOURS, OVERTIME, AND WORK YEAR**

2 **11.1 Workweek.** The workweek for classified bargaining unit members shall consist of five (5)  
3 consecutive days, Monday through Friday, for a total of forty (40) hours per week. A normal  
4 workday shall be eight (8) hours per day.

5  
6 **11.2 Work Year.** The District agrees to establish a work year for Union bargaining unit members  
7 consistent with the number of paid workdays as follows:  
8

<u>Bargaining unit member's Classification</u>	<u>Work Year Month</u>	<u>Work Days</u>
Food Service Assistant	9½ months	180 days or optional 181 (1 person, 1-day increased work year at option of site supervisor)
Bus Drivers	9½ months	186 days (including 6 in-service days)
Classes designated on Salary Information Schedule	12 months	233 days

9 **11.2.1** Days shown under “Work Days” do not include holidays or vacation. The number  
10 of workdays shall be reduced for those bargaining unit members who have earned additional vacation  
11 days through longevity. This reduction will be equal to the number of additional vacation days  
12 earned.

13 **11.2.2** All summer school positions within the Child Nutrition services department shall  
14 be offered to the most senior bargaining unit members based on a rotating schedule.

15 **11.3 Lunch Period.** All bargaining unit members working four (4) hours or more per day shall  
16 have an unpaid uninterrupted lunch period of not less than one-half (½) hour at the midpoint of  
17 his/her shift.

18 **11.4 Rest Periods.** Any bargaining unit member who works at least four (4) consecutive hours  
19 shall be entitled to a paid fifteen (15) minute rest period for each four (4) hours worked, at the  
20 midpoint of each one-half (½) of his/her shift.

21 **11.5 Adjustment of Assigned Time for Part Time Bargaining unit members.** Any bargaining  
22 unit member in the bargaining unit who works an average of thirty (30) minutes or more per day in  
23 excess of his or her regular part-time assignment for a period of twenty (20) consecutive working  
24 days or more shall have his/her regular assignment adjusted upward to reflect the longer hours,  
25 effective with the next pay period.

26  
27

1 **11.6 Overtime**

2 **11.6.1** Overtime shall be paid for on the basis of time and one-half (½) the bargaining  
3 unit member’s straight-time hourly rate for all hours worked in excess of eight (8) hours in any one  
4 (1) day or forty (40) hours in any one (1) week.

5 **11.6.2** Any bargaining unit member working a sixth (6<sup>th</sup>) consecutive day shall be  
6 compensated at time and one-half (½) his/her straight-time hourly rate for all hours so worked.

7 **11.6.3** Any bargaining unit member working a seventh (7<sup>th</sup>) consecutive day shall be  
8 compensated at double (two times) their straight-time hourly rate for all hours so worked.

9 **11.6.4** Any bargaining unit member required to work on a scheduled day off, vacation  
10 day, or holiday shall be compensated at least two (2) times his/her straight-time hourly rate.  
11 Bargaining unit members shall be guaranteed a minimum of three (3) hours’ pay at the above rate.

12 **11.6.5** Bargaining unit members called in to work after the conclusion of their normal  
13 shift and who have left the premises where there normally work shall be guaranteed a minimum of  
14 three (3) hours at the overtime rate.

15 **11.6.6** A list of bargaining unit members, by classification, shall be prepared by  
16 management/ supervisory personnel listing volunteers. The volunteer list will be by seniority but the  
17 callback will be on the basis of seniority and skill needed. Such list shall be posted in each  
18 department and re-bid twice a year.

19 **11.6.7 Overtime Compensation Determination.** At the time overtime is offered, the  
20 supervisor will notify the bargaining unit member whether the overtime will be compensated for by  
21 cash or compensatory time off. Compensatory time off will be scheduled at a time mutually  
22 convenient to the bargaining unit member and the District. If the bargaining unit member is not able  
23 to take the compensatory time off within twelve (12) calendar months from the date it was earned, the  
24 bargaining unit member shall be paid for the overtime.

25 **11.6.8 General Overtime.** “General overtime” is any overtime that has not been declared  
26 as emergency overtime by the Superintendent or designee.

27 **11.6.9 Emergency Overtime.** Emergency overtime is those emergency conditions  
28 resulting from acts of God, results of vandalism, safety or health hazards, or those situations which  
29 may have adverse effects on District income and cannot be performed during normal work hours.

30 **11.6.10 Overtime Distribution.** Overtime will be offered to bargaining unit members on a  
31 fair and equitable basis. When overtime is offered to bargaining unit bargaining unit members, it shall  
32 be on a rotating seniority basis within each department from a list of volunteers (exception: see  
33 Section 11.6.6).

34 **11.6.10.1** The supervisor may elect to bypass an bargaining unit member on the  
35 seniority list if in his/her judgment that bargaining unit member is not qualified by experience, skill,  
36 or knowledge for the present assignment. If the supervisor bypasses an bargaining unit member on  
37 the seniority list for lack of skill, experience, or knowledge, that bargaining unit member will receive  
38 overtime assignment in his/her competency area, when possible. The supervisor shall give timely  
39 notification to the bargaining unit member who is next in line on the volunteer list.

1                   **11.6.10.2**       Supervisors will attempt to make assignment of emergency overtime on  
2 a rotating seniority basis from a list of volunteers. An bargaining unit member who is ordered to work  
3 emergency overtime may have immediate right of appeal to the Superintendent or designee.

4                   **11.6.10.3**       The District will provide overtime pay on the tenth (10<sup>th</sup>) of the month  
5 for all full-time eight (8) hour bargaining unit members.

## 6 **11.7   Substitute and Short-term Employees**

7                   **11.7.1    Substitute Employees.** As used in this Agreement, pursuant to Section  
8 45103(d)(1) of the *Education Code*, a “substitute employee” means any person employed to replace  
9 any classified employees who is temporarily absent from duty. In addition, if the District is engaged  
10 in a procedure to hire a permanent employees to fill a vacancy in any classified position, the District  
11 may fill the vacancy through the employment, of not more than sixty (60) calendar days, of one (1) or  
12 more substitute employees.

13                  **11.7.2    Short-term Employees.** As used in this Agreement, pursuant to Section  
14 45103(d)(2) of the *Education Code*, a “short term employees” means any person who is employed to  
15 perform a service for the District, for up to seventy-five percent (75%) of a school year, upon  
16 completion of which, the service required or similar services will not be extended or needed on a  
17 continuing basis.

18                  **11.7.2.1**       The District shall, on a monthly basis, provide the Union with al list of  
19 all vacancies and leaves of absences. Furthermore, upon request, the District shall provide specific  
20 information about any substitute or short term employees.

21                  **11.7.3**       Substitute and short-term employees, employed and paid for less than seventy-  
22 five percent (75%) of a school year, shall not be part of the classified service, pursuant to Section  
23 45103(b)(1) of the *Education Code*.

24                  **11.7.4**       The District will notify the Union, within two (2) weeks, if a substitute or  
25 short-term employee becomes a classified employees and member of the bargaining unit by operation  
26 of law.  
27

1 **ARTICLE XII: EVALUATION**

2 **12.1** Evaluations may be completed every two years by the bargaining unit member’s immediate  
3 supervisor and/or the Program Manager on forms approved by the Board. Evaluations with  
4 unsatisfactory marks may be evaluated the following year. Probationary employees shall be evaluated  
5 once during six (6) months’ probationary period by formal written evaluations presented to the  
6 employee and shall be filed with Human Resources. Evaluations with marks below average shall  
7 have an improvement plan attached. The signature of the employee will not indicate that she/he  
8 agrees with what has been written; it will merely indicate that she/he has read the evaluation. No  
9 evaluation of an employee shall be placed in any personnel file without an opportunity for discussion  
10 between the employee and the evaluator. No evaluation shall be made based upon hearsay statements  
11 but shall only be based upon the direct observation and knowledge of the evaluator. Any negative  
12 evaluation shall include specific recommendation for improvements to assist the employee in  
13 implementing any recommendations made. The employee shall have the right to review and respond  
14 to any negative or derogatory evaluation.

15 **12.1.1** The probationary period shall be for six (6) actual months worked. If six (6) actual  
16 months of work is interrupted by the ending of school/work year, the probationary period shall  
17 resume at the beginning of the next school year/work year, providing the bargaining unit member has  
18 not been terminated.

19

1 **ARTICLE XIII: SAFETY**

2 **13.1 District Compliance Regarding Safety**

3 **13.1.1** The Board shall provide bargaining unit bargaining unit members with the safest  
4 possible working conditions.

5 **13.1.2** The Board shall comply with the provisions of the California State  
6 Occupational Safety and Health Act regulations within the general industry and construction industry  
7 (where applicable) standards.

8 **13.1.3** All parties subject to this Agreement shall not be intimidated, restrained, coerced,  
9 or discriminated against because of the exercise of their rights guaranteed by this Article.

10 **13.1.4** Bargaining unit members shall be required to report any condition believed to be a  
11 violation of Section 13.1.2.

12 **13.1.5** The Union is guaranteed representation on the District Safety Committee.

13 **13.1.6** The bargaining unit member is responsible for following all safety precautions  
14 when doing his/her work. Failure to do so will require the bargaining unit member to attend an  
15 in-service safety of no more than one (1) hour on his/her own time, contiguous to normal work hours.

16 **13.1.7** Bargaining unit members shall have the right to refuse work without loss of pay or  
17 status and without disciplinary action if the District fails to provide the safety equipment legally  
18 required to perform unit work. An bargaining unit member who fails to follow written safety rules  
19 given to the bargaining unit member or to use legally required equipment or tools, may be subject to  
20 discipline as provided in Article XVI.

21 **13.1.8** Upon termination, all bargaining unit members must return all safety equipment  
22 and tools provided to them by the District during employment.  
23

1 **ARTICLE XIV: VACATION AND HOLIDAY**

2 **14.1 Vacation**

3 **14.1.1 Eligibility.** All permanent regular bargaining unit members shall be eligible for  
4 vacation yearly. Probationary regular bargaining unit members shall not be eligible for vacation until  
5 they have been in continuous employment for six (6) months and have attained permanent status, at  
6 which time they will receive vacation credit from their original date of regular employment.

7 **14.1.2 Vacation Credit.** Permanent regular bargaining unit members shall be credited  
8 each July 1 with the number of vacation days that the bargaining unit member is expected to earn  
9 during the ensuing fiscal year, in accordance with Sections 14.1.2.1 and 14.1.3. New bargaining unit  
10 members who are hired after July 1 shall have their vacation prorated when permanent status occurs  
11 for the portion of the fiscal year remaining after the date of hire, in accordance with Sections 14.1.2.1  
12 and 14.1.3.

13 **14.1.2.1** Each classified bargaining unit member shall earn during the fiscal year  
14 vacation pay, on the basis of one (1) day per each whole month worked (one (1) whole month is  
15 equal to one-half (½) or more of the number of workdays in a given month).

16 Part-time bargaining unit members shall earn vacation with pay on the basis of one (1)  
17 for each month worked. One (1) day is equal to the number of hours worked per day. Exceptions  
18 which may arise as a result of variation of hours worked during a fiscal period shall be adjusted in  
19 accordance with their hourly assignment per month.

20 **14.1.3 Longevity Vacation Credit.** Bargaining unit members who have served the  
21 District for five (5) continuous years shall earn additional vacation with pay on the basis of one (1)  
22 additional working day for each year of service beyond the five (5) years up to a maximum of seven  
23 (7) longevity vacation working days a year. The extra day will be earned and credited at the  
24 completion of the sixth (6<sup>th</sup>) year and seventh (7<sup>th</sup>) year, etc.

25 **14.1.3.1** Vacations must be approved by the program manager. The bargaining unit members  
26 may carry over a maximum number of 7 days of vacation. Vacation days above the maximum  
27 number of carry over days not used shall be paid out at the end of the year.

28 **14.1.4 Vacation Scheduling.** Vacation may, with the approval of the bargaining unit  
29 member's immediate supervisor, be taken at any time during the work year in which it is earned.  
30 However, the district reserves the right to schedule vacations at times least disruptive to the normal  
31 work routine as determined by the Program Manager. In cases where there is no issue of work  
32 disruption and it is immaterial to the Program Manager as to when vacations are taken, and the only  
33 conflict which exists is between bargaining unit members who are working on the same or similar  
34 operations, the following procedures will occur.

35 **14.1.4.1** The bargaining unit members shall attempt to mutually resolve the  
36 scheduling among themselves.

37 **14.1.4.2** If the conflict is not mutually resolved, the bargaining unit member who  
38 has been in the District the longest shall be given his/her preference.

39 **14.1.5 Vacation When School Is Not in Session.** Bargaining unit members (Bus Drivers  
40 and Food Service staff) who are not required to work during student holidays such as Christmas and



1 Easter, etc., shall take vacation when school is not in session. If vacation is denied, the supervisor  
2 shall provide the employee the reason for the denial in writing.

3 **14.1.5.1** Bargaining unit members may choose to go on unpaid status, for the entire  
4 period only, provided that they notify the Payroll Department on or before the last working day of the  
5 month prior to taking unpaid vacation.

6 **14.1.5.2** Bargaining unit members selecting the option in Section 14.1.5.1 shall be  
7 paid on the last payroll date of the fiscal year for those vacation days accrued as a result of the  
8 selection.

9 **14.1.5.3** Bargaining unit members shall not have their seniority affected as a result  
10 of the selection.

11 **14.1.5.4** Vacation cash out in June will be added to the first pay period paycheck.

12 **14.1.6 Vacation Use.** It is the intent of this Article that bargaining unit members take  
13 vacation in the work year in which such vacation is earned. Deviation from this intent may be  
14 allowed under the following conditions.

15 **14.1.6.1** Vacation may, with the approval of the bargaining unit member's  
16 immediate supervisor, be taken at any time during the work year. If the bargaining unit member is not  
17 permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the  
18 next work year or be paid in cash, at the option of the Program Manager. Employees shall use their  
19 vacation and shall not carry in excess of seven (7) days. Vacation cash out in June greater than the  
20 seven (7) day carry over will be added to the first pay period paycheck in the following fiscal year.

21 **14.1.6.2** Bargaining unit members may be granted vacation during the work year,  
22 even though the vacation is not earned at the time the vacation is taken, at the option of the Program  
23 Manager.

24 **14.1.6.3** Bargaining unit members shall be allowed to defer up to seven (7) vacation  
25 days earned in one (1) work year for use in the next work year.

26 **14.1.6.4** In the event an bargaining unit member has exhausted his or her sick leave  
27 benefits, the bargaining unit member shall be allowed to use accrued vacation in accordance with  
28 Section 10.5.

29 **14.1.7 Vacation Pay Upon Termination.** On termination/separation from service, the  
30 bargaining unit member shall be entitled to a lump-sum compensation for all earned and unused  
31 vacation, except that bargaining unit members who have not completed six (6) months of  
32 employment in probationary status shall not be entitled to such compensation).

33 **14.1.8 Reduction of Pay upon Termination.** Bargaining unit members who are  
34 terminating/separating from service and have taken vacation prior to its being earned shall have their  
35 pay reduced by the number of those unearned days times their daily rate.

36 **14.1.9 Interruption of Vacation.** An bargaining unit member in the bargaining unit shall  
37 be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave  
38 provided by this Agreement without a return to active service, provided the bargaining unit member  
39 supplies notice and supporting information regarding the basis for such interruption or termination.

1                   **14.1.9.1 District Interruption of Vacation.** Any expenses incurred for travel costs  
2 shall be borne by the District.

3                   **14.1.10 Holidays During Vacation.** When a holiday, as defined in this Agreement,  
4 occurs during the scheduled vacation of a bargaining unit member, the bargaining unit member shall  
5 receive pay at the regular rate of pay for the holiday and not be charged a vacation day for absence on  
6 the holiday.

7   **14.2 Holiday**

8                   **14.2.1 Holiday Schedule.** District agrees to provide bargaining unit members in the  
9 bargaining unit with the following paid holidays, under *Education Code* Section 37220, which fall  
10 within the bargaining unit member’s designated work-year period:  
11

Legal Holidays	10
Declared Holidays	7
Total	17

12                   Holiday schedules shall be negotiated by September 1st of each school year.

13                   **14.2.2 Additional Holidays.** Every day declared by the President or Governor of the  
14 State as a public fast, Thanksgiving, or holiday, or any day declared a holiday by the Board under  
15 Education Code Section 37222 shall be a paid holiday for all bargaining unit members in the  
16 bargaining unit.

17                   **14.2.3 Holidays on Saturday or Sunday.** When a holiday fall on a Saturday, the  
18 preceding workday not a holiday shall be deemed to be that holiday, when a holiday falls on Sunday,  
19 the following workday not a holiday shall be deemed to be that holiday.

20                   **14.2.4 Holiday Eligibility.** All bargaining unit members will receive the same paid  
21 holiday benefits, whether full or part-time, provided that they were in a paid status during any portion  
22 of the working day of their normal assignment immediately preceding or succeeding the holiday  
23 period.

24                   **14.2.5 Bus Drivers’ Holiday Observance.** Bus drivers shall receive seventeen (17)  
25 holidays but will observe them on the date scheduled by the school/programs they serve. Such drivers  
26 will receive compensation at their regular rate of pay if their assignment requires them to work during  
27 a holiday provided by the District. However, if a locally declared holiday (i.e., Cesar Chavez) is not  
28 observed by the school/programs they serve, they shall be paid two (2) times their hourly rate in  
29 addition to any other pay due for that holiday not observed by the school/program they serve.

30  
31

1                                    **ARTICLE XV: CONTRACTING AND BARGAINING UNIT WORK**

2    **15.1**    In the letting of contracts for work customarily and normally performed by bargaining unit  
3 bargaining unit members, the District agrees not to displace bargaining unit members or reduce their  
4 work. Work customarily and normally performed by bargaining unit bargaining unit members is  
5 work performed by the classifications of Maintenance, Custodian, Food Service, Transportation  
6 Department and other Teamsters classifications. In this regard, the District and the Union agree to  
7 apply the “nature of services test”; meaning, any work that is adequately, competently and  
8 satisfactorily performed by unit members will not be contracted out to non-bargaining unit members,  
9 except:

10            **15.1.1**    The District may contract out bargaining unit work to achieve a cost savings where  
11 the magnitude of work makes it more cost-efficient for the District;

12            **15.1.2**    Where there is an urgent or emergency need;

13            **15.1.3**    However, if the work contracted out is based on cost savings, the economic  
14 advantage to the District cannot be achieved by displacing bargaining unit members or by reducing  
15 their work.

16    **15.2**    To comply with the terms of this agreement, the District and the Union agree to have regular  
17 weekly meetings, which will also be called the Work Review Committee. The committee’s purpose  
18 is to review requests for work that maybe subject to this article. Any disagreement between the  
19 parties concerning this section shall be subject to Article XVIII Grievance Procedure. Frequency of  
20 meetings may be changed through mutual agreement between the District and Union.

21    **15.3**    The District and the Union recognize the value and quality of work performed by bargaining  
22 unit members in making all reasonable efforts to preserve bargaining unit work. The District and the  
23 Union recognize the need to work with the community to promote and enhance the quality of  
24 education for District students. Therefore, volunteer work performed on a non-recurring basis (i.e.,  
25 two (2) or three (3) times a year) by parents and/or community work parties shall not be considered  
26 bargaining unit work for purposes of this Article but shall be discussed and determined as provided in  
27 15.2 before such work is performed. When appropriate, and Pursuant to the Work Review Committee  
28 discussions, at least one bargaining unit member shall be requested to work with the parents or the  
29 community work parties.

30    **15.4**    In the letting of contracts, the District shall comply with all applicable regulations and statutes  
31 and shall attempt to insure that all contractors adhere to the principles of non-discrimination in their  
32 contracting and employment practices.

33    **15.5**    The District shall prohibit competitive food sales by any District bargaining unit member,  
34 students, parents, volunteers, or any other person on the District’s premises that interfere with the  
35 Food Service Program Operations until after the last lunch is served.

36

37

**ARTICLE XVI: DISCIPLINE**

**16.1 Termination/Personnel Action Against Probationary Bargaining unit members:** At any time prior to the expiration of the six (6) month probationary period, the Board may, in its sole discretion, dismiss a probationary classified bargaining unit member from the employ of the District. A probationary classified bargaining unit member shall not be entitled to a hearing or to any statement or reasons for the Board’s action: Written notice of Board action shall be provided to the bargaining unit member within fifteen (15) calendar days after the Board’s action.

**16.2 Personnel Action Against Permanent Classified Bargaining unit members**

**16.2.1 Education Code Section 45113**

Permanent bargaining unit members shall be subject to disciplinary action only for cause as prescribed by the rule or regulation of the Board, but the Board’s determination of sufficiency of cause for disciplinary action shall be conclusive.

The Board shall follow the rules specified in this Article with respect to disciplinary or personnel actions.

**16.2.2** As used herein, “personnel action” is synonymous with disciplinary action and shall mean demotion, reduction of pay step in class, or dismissal.

**16.2.3** In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy of this District, each of the following constitutes cause for personnel action against a permanent classified bargaining unit member.

**16.2.3.1** Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records or any other District records.

**16.2.3.2** Incompetency

**16.2.3.3** Inefficiency

**16.2.3.4** Neglect of Duty

**16.2.3.5** Insubordination

**16.2.3.6** Dishonesty

**16.2.3.7** Drinking alcoholic beverages while on duty in such close time proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon bargaining unit members associated with her/him.

**16.2.3.8** Use or the addiction to the use of narcotics

**16.2.3.9** Absence without leave

**16.2.3.10** Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the bargaining unit member’s ability to perform the duties and responsibilities of

1 his/her position. A plea of guilty, or a conviction following a plea of “nolo contendere,” is deemed to  
2 be a conviction within the meaning of this Section

3                   **16.2.3.11** Immoral conduct

4                   **16.2.3.12** Discourteous treatment of the public, pupils, or staff.

5                   **16.2.3.13** Improper political activity as governed by federal and state law

6                   **16.2.3.14** Willful disobedience.

7                   **16.2.3.15** Misuse of District property.

8                   **16.2.3.16** Violation of District, Board, or departmental rule, policy, or procedure.

9                   **16.2.3.17** Failure to possess or keep in effect any license, certificate, or other  
10 similar requirement specified in the bargaining unit member’s class specification or other wise  
11 necessary for the bargaining unit member to perform the duties of the position

12                   **16.2.3.18** Refusal to take and subscribe to any oath or affirmation which is required  
13 by law in connection with his/her employment

14                   **16.2.3.19** Physical or mental disability which disability precludes the bargaining  
15 unit member from the proper performance of his/her essential duties and responsibilities as  
16 determined by competent medical authority.

17                   **16.2.3.20** Any other failure of good behavior either during or outside of duty hours  
18 which is of such nature that it causes discredit to the District or his/her employment.

19 **16.3 Personnel Action Against Permanent Classified Bargaining unit members:**

20                   **16.3.1** Except as defined in Section 16.4, no personnel action shall be taken for any cause  
21 which arose more than two (2) years preceding the date of the filing of the notice of cause unless such  
22 cause was concealed or not disclosed by such bargaining unit member or when the District had notice  
23 of such cause.

24                   **16.3.2** The Superintendent or his/her designee may initiate a “personnel action” as  
25 defined in Section 16.2 against a permanent classified bargaining unit member.

26                   **16.3.3** In all such cases involving a personnel action, the person initiating said action  
27 shall file a written recommendation of personnel action with the Secretary of the Board. A copy of  
28 the notice shall be served upon the bargaining unit member either personally or by registered or  
29 certified mail, return receipt requested, at the bargaining unit member’s last known address with a  
30 copy to the union Business Agent of the Local 150 and shop steward. The bargaining unit member  
31 has the right to a union representative available during a disciplinary action if served personally. A  
32 copy of the disciplinary action will be given to the union Business Agent of the Local 150 and shop  
33 steward.

34                   **16.3.3.1** A statement of the nature of the personnel action (demotion, reduction of  
35 pay step in class, or dismissal).

36                   **16.3.3.2** A statement of the causes therefore as set forth in Section 16.2.3.

1                   **16.3.3.3**       A statement of the specific acts or omissions upon which the causes are  
2 based. If a cause stated in Section 16.2.3. is alleged, the rule, policy, or procedure violated shall be set  
3 forth in the recommendation.

4                   **16.3.3.4**       A statement of the bargaining unit member's right to appeal from the  
5 order and the manner and time within which his/her appeal must be filed.

6                   **16.3.3.5**       A card or paper, the signing and filing of which shall constitute a demand  
7 for hearing and denial of all charges.

8 **16.4**    In any case where it has been determined that a formal recommendation of personnel action  
9 should be made against a permanent classified bargaining unit member and that continuation of the  
10 bargaining unit member in active present status after a written recommendation of such personnel  
11 action has been issued would result in an unreasonable risk or threat to students, staff, or workplace,  
12 fostering of disharmony, or an impediment to the efficient operation of the District during the time  
13 the proceedings are pending, the Superintendent of his/her designee may order the personnel action  
14 into effect immediately or an interim basis as part of the formal recommendation of personnel action.

15                Except in cases of emergency where the bargaining unit member must be removed from the  
16 premises immediately, at least five (5) calendar days prior to the effective date of any order of  
17 immediate interim implementation of personnel action issued in conjunction with any  
18 recommendation of personnel action, the Superintendent or designee shall give the bargaining unit  
19 member written notice of the proposed recommendation of personnel action, including notice that an  
20 order of immediate interim implementation of the personnel action, is being considered, the causes  
21 and reasons for the proposed action, a copy of any material upon which the proposed action is based,  
22 and the right to respond either orally or in writing to the initiating party prior to the issuance of the  
23 final recommendation and order of immediate interim implementation.

24                Any response made by the bargaining unit member shall be considered by the initiating party  
25 prior to issuing any recommendation and order. In the event emergency circumstances require  
26 removal of the bargaining unit member from the work site immediately, such notice and right to  
27 respond shall be provided to the bargaining unit member at the earliest reasonable time after his/her  
28 removal from the premises.

29                In any case where the recommended personnel action is a suspension without pay for five (5)  
30 workdays or less, the Superintendent or his/her designee may order the suspension into effect  
31 immediately on an interim basis, but shall either during the suspension or within five (5) working  
32 days thereafter give the bargaining unit member written notice of the action including the causes and  
33 reasons therefore, a copy of the charges and any materials upon which the action is based, and a right  
34 to respond either orally or in writing to the person who ordered the suspension into effect.

35 **16.5**    The bargaining unit member may, within five (5) calendar days after receiving the  
36 recommendation of personnel action described in the above, appeal by signing and filing the card or  
37 paper included with the recommendation. Any other written document signed and appropriately filed  
38 within the specified time limit by the bargaining unit member shall constitute a sufficient notice of  
39 appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the  
40 Superintendent during normal work hours of that office. A notice of appeal may be mailed to the  
41 office of the Superintendent during normal work hours, but must be received or postmarked no later  
42 than the time limit stated herein

1 If the bargaining unit member against whom a notice of personnel action has been filed fails  
2 to file a notice of appeal within the time specified in these rules, the bargaining unit member shall be  
3 deemed to have waived his/her right to appeal, and if the person initiating the action has not already  
4 ordered the personnel action into effect on an interim basis, the person may order the personnel action  
5 into effect immediately. A copy of such order shall be served upon the bargaining unit member by  
6 registered or certified mail, return receipt requested, and a copy delivered to the Board for approval  
7 or ratification by the Board.

8 **16.6** The Hearing Officer will be chosen as described in Section 18.18.1.1.1 and the selection will  
9 be made from the State Conciliation and Mediation Service for all hearings, provided the Hearing  
10 Officer is available within thirty (30) days from the request.

11 At any time before an bargaining unit member's appeal is finally submitted to the Board or to  
12 a Hearing Officer for decision, the person making the recommendation may, with the consent of the  
13 Board or Hearing Officer, serve on the bargaining unit member and file an amended or supplemental  
14 notice or personnel action. If the amended or supplemental notice presents new causes or allegations,  
15 the bargaining unit member shall be afforded a reasonable opportunity to prepare his defense thereto.  
16 Any new causes or allegations shall be deemed controverted and any objections to be amended or  
17 supplemental causes or allegations may be made orally at the hearing and shall be noted in the record.

18 **16.7** The hearing shall be held at the earliest convenient date, taking into consideration the  
19 established schedule of the Board or Hearing Officer and the availability of counsel and witnesses.  
20 the bargaining unit member shall be entitled to appear personally, produce evidence and have counsel  
21 and a public hearing. The procedure entitled "Administrative Adjudication," commencing at Section  
22 11500 of the *Government Code*, shall not be applicable to any such hearing before the Board or a  
23 Hearing Officer. Neither the Board nor a Hearing Officer shall be bound by rules of evidence used in  
24 California courts. Informality in any such hearing shall not invalidate any order or decision made or  
25 approved by the Hearing Officer or the Board.

26 **16.8** Any suspensions invoked under these rules against any one person in the classified service for  
27 one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12)  
28 month period; provided, however, this time limitation is inapplicable to cases in which personnel  
29 action or dismissal is modified by the Board to suspension.

30 **16.8.1** The appeal shall be heard by a Hearing Officer unless the Board directs that the  
31 appeal be heard by the Board. In any case in which the Board hears the appeal, the Board may utilize  
32 the services of its counsel or Hearing Officer in ruling upon procedural questions, objection to  
33 evidence and issues of law. If the appeal is heard by the Board, it shall affirm, modify, or revoke the  
34 recommendation of personnel and any order of implementation of personnel action issues with the  
35 recommendation of the Board.

36 **16.8.2** If the appeal is heard by a Hearing Officer, a proposed decision shall be prepared  
37 in such form that it may be adopted by the Board as the decision in the case. The Board shall consider  
38 the advisory decision of the Hearing Officer at its next regularly scheduled meeting. A minimum of  
39 ten (10) working days notice will be given to the District to properly agendaize for Board Review.  
40 The Board shall accept, modify, or reject the Hearing Officer's decision. In the event the Board takes  
41 no action within ten (10) working days of its meeting, the decision of the Hearing Officer shall be the  
42 decision of the Board.

43 **16.8.3** If the Board rejects the proposed decision in its entirety, each party shall be  
44 notified of such actions and the Board may decide the case upon the record including the transcript

1 with or without the taking of additional evidence, or refer the case to the same or another Hearing  
2 Officer to take additional evidence. If the case is so assigned to a Hearing Officer, she/he shall  
3 prepare a proposed decision as provided in Section 16.8.2, upon the additional evidence and the  
4 transcript and other papers which are part of the record of the prior hearing. A copy of such proposed  
5 decision shall be furnished to each party within ten (10) days after the proposed decision is filed by  
6 the Board.

7 **16.8.4** In arriving at a decision or a proposed decision on the propriety of the proposed  
8 penalty, the Board or the Hearing Officer may consider the records of any prior personnel action  
9 proceedings against the bargaining unit member in which a personnel action was ultimately sustained  
10 and any records contained in the bargaining unit member's personnel file if such records were  
11 introduced into evidence at the hearing.

12 **16.8.5** The decision of the Board shall be in writing and shall contain findings of fact and  
13 the personnel action approved, if any. The findings may be stated in the language of the pleadings or  
14 by reference thereto.

15 **16.9** The decision of the Board shall be delivered to the initiating party from whose  
16 recommendation the appeal is taken and shall forthwith be enforced and followed by her/him. A copy  
17 of the decision shall be delivered to the appellant or his/her designated representative personally or by  
18 registered or certified mail, return receipt requested. The decision of the Board shall be final.

19 **16.10 Special Leave of Absence Pending Disposition of Criminal Charges.** The District shall  
20 comply with Education Code provisions concerning mandatory and optional leaves of absence upon  
21 filing and pending disposition of criminal charges against an bargaining unit member of the District.

22



**ARTICLE XVII: BARGAINING UNIT MEMBER AND  
DEPENDENT INSURANCE COVERAGE**

**17.1** Bargaining unit members shall be covered by the Health and Welfare plans offered through Teamsters Managed Trust.

Effective October 1, 2017, for terms of this agreement the District shall pay eighty-five percent (85%) total premium rates for Teamsters' Kaiser Plan. For the Teamster's Kaiser plan in the 2016-17, the District shall pay a hard cap up to \$14,565.60.

Effective October 1, 2017, for the terms of this agreement, the District shall pay (85%) of the total premium rates for the Teamsters' HMO plan. For the Teamster's HMO plan, the District shall pay a hard dollar cap up to \$18,543.60

For year three of this Agreement, the parties shall negotiate Article 17.1 for the successor agreement.

For the term of this Agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater than the Teamsters bargaining unit, then Teamsters shall receive the same increase. Any increases to the District's contribution to the Teamsters HMO shall not be based on an 85/15 contribution split but instead on the dollar increase to other health insurance plans.

When a husband and wife work for the District (company) as a Teamster bargaining unit member at the same time and are both eligible for medical benefits, they may be enrolled under one contract and are not required to make two (2) contributions for medical coverage.

Prior to open enrollment the Bargaining Unit shall have the right to vote on keeping Plan B or changing to a less expensive Plan D.

If any other bargaining unit receives a greater increase in the 2011-2012 school year than the Teamsters bargaining unit in benefits paid by the District an equivalent amount shall be applied to the Teamsters benefits.

It is understood that the referenced Teamsters Welfare Trust Fund provides coverage for current, former, and future retirees of the District.

The District agrees to develop and absorb the administrative costs associated with the implementation of an Internal Revenue Code, Section 125 Plan, so as to allow any contributions which may need to be made by bargaining unit members toward premium benefits on a pre-tax basis.

The District will change disability carrier at the written request of the Teamsters provided there is no additional cost to the District.

**17.2** Eligibility. Effective January 1, 1994, the bargaining unit bargaining unit members who work four (4) or more hours per day shall be eligible for benefits as specified in Section 17.1. Continued eligibility is dependent upon continued employment at four (4) or more hours per day. A pro-rated benefit premium amount will be paid by bargaining unit members working four (4) hours and less than hours. (Proration shall be based on six (6) hours as full-time hours worked.)

1 Fringe benefit coverage shall terminate on the last day of the month following the termination  
2 date of an bargaining unit member or the reduction in hours below the four (4) hour level of the  
3 bargaining unit member. Similarly, pro-rating will occur on the last day of the month following the  
4 reduction in hours below the six (6) hour level.

5 **17.2.1 Continuation of Fringe Benefits for Bargaining unit members on Leave (Paid**  
6 **and Unpaid) and Retirees.** Bargaining unit bargaining unit members on paid leaves of absence are  
7 considered to be continuous bargaining unit members; no interruption to their fringe benefit program  
8 shall be imposed upon bargaining unit bargaining unit members who are on paid leaves of absence.  
9 Bargaining unit bargaining unit members who are on unpaid leaves of absence or who are retirees  
10 may continue their medical and/or dental coverage by paying the full premium.

11 **17.3 Termination of Fringe Benefits.** Fringe benefit coverage for bargaining unit bargaining unit  
12 members who are terminated due to layoff, resignation, dismissal, etc., or who are on unpaid leave  
13 and do not wish to continue coverage by paying the full premium, will terminate on the last day of  
14 the month of the bargaining unit member's severance or commencement of unpaid leave from the  
15 District, unless the bargaining unit member wishes to exercise his/her COBRA rights.

16

17

**ARTICLE XVIII: GRIEVANCE PROCEDURE**

- 1
- 2 **18.1** The District and its bargaining unit members agree to attempt to resolve disputes and  
3 problems at the lowest administrative and/or supervisory level possible. It is incumbent upon the  
4 parties to follow these procedures expressly.
- 5 **18.2** A grievance is a complaint of one (1) bargaining unit member or of a group of bargaining unit  
6 members or a dispute between the District and the Union, involving the interpretation, application, or  
7 administration of the terms and/or the intent of this Agreement, including suspension of bargaining  
8 unit members.
- 9 **18.2.1** A “grievant” is an bargaining unit member, or bargaining unit members, or the  
10 Union covered by the terms of this Agreement.
- 11 **18.2.2** A “day” is any day in which the District administrative office is open for business.
- 12 **18.2.3** The “immediate supervisor” is the lowest level administrator having line  
13 supervisory authority over the grievant who has been designated to adjust grievances.
- 14 **18.2.4** The “general supervisor” is the next higher administrator having line authority  
15 over the immediate supervisor who has been designated to adjust grievances.
- 16 **18.2.5** The “Program Manager” is the manager in charge of the bargaining unit member’s  
17 department, such as Food Services, Transportation, etc.
- 18 **18.3** A bargaining unit member may choose to process his/her grievance without interference from  
19 the Union, provided that:
- 20 **18.3.1** Resolve is reached prior to arbitration.
- 21 **18.3.2** The resolve does not violate or is inconsistent with the other terms of the contract.
- 22 **18.3.3** The Union receives a copy of the grievance and the proposed resolution for  
23 review. The Union shall be given an opportunity to file a written response to the proposed resolution  
24 through the grievance and arbitration procedure.
- 25 **18.3.4** The District shall provide copies of all bargaining unit member-processed  
26 grievances and responses to the Union upon request.
- 27 **18.4** A grievance resolved at any step must be signed by the parties, clearly stating terms,  
28 conditions, and remedies.
- 29 **18.5** Grievances not filed timely shall be deemed null and void.
- 30 **18.6** Grievances not responded to timely shall automatically move to the next step.
- 31 **18.7** By mutual agreement, the time limit at any step can be extended.
- 32 **18.8** A resolve at any step shall not have the authority to amend, modify, or find contrary to this  
33 Agreement.

1 **18.9** All documents, communications, and records dealing with the processing of a grievance shall  
2 be filed separately from the personnel files of the participants and shall be considered confidential

3 **18.10 Level I.** Within ten (10) working days following the date the bargaining unit member  
4 discovered, knew or reasonable should have known of an act or omission giving rise to a grievance,  
5 the Grievant must present his/her grievance in writing on a Teamsters Grievance Form to his/her  
6 immediate supervisor and Program Manager.

7 **18.10.1** This written statement shall be a clear, concise statement of the circumstances  
8 giving rise to the grievance, citation of the specific article, section, and paragraph of this Agreement,  
9 or practice that is alleged to have been violated, misinterpreted, or misapplied. The specific remedy  
10 sought shall be included at all grievance levels.

11 **18.10.2** The immediate supervisor or Program Manager shall communicate his/her  
12 decision to the bargaining unit member jointly and in writing within five (5) days after receiving the  
13 grievance.

14 **18.10.3** Within the above time limits either party may request a personal conference.

15 **18.11 Formal Level II.** In the event the Grievant is not satisfied with the decision at Level I, she/he  
16 may appeal the decision in writing on a Teamsters Grievance Form to the Assistant Superintendent or  
17 designee in Human Resources within five (5) days of receiving the written response from Level I.

18 **18.11.1** A copy of the original written grievance statement, the decision rendered, and a  
19 clear concise statement of reasons for the appeal must be submitted to Human Resources.

20 **18.11.2** Human Resources shall conduct an investigation into the allegations and shall  
21 communicate his/her decision within five (5) days after receiving the written appeal.

22 **18.11.3** Either the grievant or Human Resources may request a personal conference within  
23 the above time limits.

24 **18.12 Formal Level III.** If the Grievant is not satisfied with the decision at Level II, she/he may  
25 appeal the decision on a Teamsters Grievance Form within five (5) days to the Assistant  
26 Superintendent of Human Resources or designee.

27 **18.12.1** This statement shall include a copy of the original grievance and appeal, the  
28 decisions rendered and a clear and concise statement of the reasons for the second appeal.

29 **18.12.2** The Assistant Superintendent of Human Resources or designee shall communicate  
30 his/her decision in writing to the grievant within seven (7) days.

31 **18.12.3** Either the Grievant or the Superintendent or designee may request a personal  
32 conference within the above time limits.

33 **18.13 Level IV -- Arbitration.** If the grievant remains dissatisfied, the issue may be submitted to  
34 the State of California Mediation Service within ten (10) days of the response in Step III for resolve.  
35 A list of five (5) names shall be requested with each party alternately striking until one (1) name  
36 remains. The party to strike first shall be decided by lot. Decisions of the Arbitrator shall be based  
37 solely on the evidence and agreement presented by the parties in the presence of each other. Any fees  
38 and expenses of the arbitration shall be borne by the party that received an unfavorable judgment,

1 except for those expenses incurred in the presentation of their own case. The Arbitrator's decision  
2 shall be final and binding upon the parties.

3 **18.14 Group Grievance.** If the grievance involves bargaining unit members with different  
4 supervisors, the grievance may be filed at Level II.

5 **18.15 Policy Grievances.** If the grievance involves District-wide policy or practice affecting the  
6 interpretation of this Agreement or a health or safety problem, the grievance may be submitted by the  
7 Shop Steward at Level II.

8 **18.16 Release Time.** The Board agrees to grant a collective total of one (1) hour of release time  
9 without loss of pay per grievance for the purpose of investigation. Whenever possible, this release  
10 time shall be scheduled at times least disruptive to the bargaining unit member's work and with  
11 approval of the immediate supervisor. If any grievance meeting or arbitration hearing is scheduled  
12 during the work day; the workers required by either party to participate as a witness or the grievant in  
13 such meeting or arbitration hearing shall be released from his/her regular duties without loss of pay  
14 for a reasonable amount of time for the grievance meeting or arbitration hearing.

15 **18.17** The Union or bargaining unit members who, during the term of this Agreement, choose to  
16 pursue the above grievance procedure in cases of bargaining unit member suspension may do so.

17 **18.18** The Union or bargaining unit members who, during the term of this Agreement, choose to  
18 pursue satisfaction in cases of dismissal or demotion of permanent bargaining unit members, may  
19 employ the appropriate grievance procedures up to but not including binding arbitration. Following  
20 Level III, Advisory Arbitration rules shall prevail as follows:

21 **18.18.1** Appeal the Superintendent's decision to an Arbitrator: The request shall be filed in  
22 writing with Human Resources within ten (10) working days after receipt of the written decision of  
23 the Superintendent or designee at Level III. At the request of either party, a certified shorthand  
24 reporter shall be employed to personally record verbatim the entire hearing. The parties shall share  
25 equally the cost of the reporter. If either party desires a transcript, the party shall pay the cost of the  
26 reporter. If either party desires a transcript, the party shall pay the cost of the transcript. Functions of  
27 the Arbitrator are:

- 28 1. To hold a hearing concerning the grievance.
- 29 2. To render an advisory decision to the Board within twenty (20) working days after  
30 closing of the Hearing.

31 **18.18.1.1 Selection of the Arbitrator.** Within five (5) working  
32 days after written notice of submission to arbitration, the grievant  
33 and/or the Union, and Human Resources will attempt to agree on a  
34 mutually acceptable Hearing Officer competent in the area of grievance  
35 and will obtain commitment from said Hearing Officer to serve.

36 **18.18.1.1.1** In case the agreement is not reached regarding a Hearing  
37 Officer, the California State Conciliation/Mediation Service will be  
38 requested to supply a list of Hearing Officers. The parties shall  
39 alternately strike one (1) name from the list until only one (1) name  
40 remains. This person shall be designated as the Arbitrator.

1                   **18.18.1.2 Powers and Limitations of the Hearing Officer.** The Hearing Officer  
2 shall consider only those issues which have been properly carried through all prior steps of the  
3 grievance procedure.

4                   **18.18.1.2.1** The Hearing Officer shall afford District representatives and the  
5 bargaining unit member or his/her representatives involved a reasonable opportunity to present  
6 evidence, witnesses, and arguments.

7                   **18.18.1.2.2** The jurisdiction of the Hearing Officer shall be confined to a  
8 determination of the facts and interpretation of the provisions of this Agreement, law, District rule,  
9 regulation, policy, or practice.

10                   **18.18.1.2.3** The Hearing Officer may recommend in any advisory decision  
11 such financial reimbursements and other remedies as she/he judges to be proper.

12                   **18.18.1.3** The Board shall consider the advisory decision of the Arbitrator at its  
13 next scheduled meeting. The Board, at its option, shall accept, modify, or reject the arbitration's  
14 decision. In the event the Board takes no action within ten (10) working days of its meeting, the  
15 decision of the Arbitrator shall be the decision of the Board.

16                   **18.18.1.4** The decision of the Board shall be binding to the extent that no rights of  
17 the aggrieved to further legal action are denied.

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**ARTICLE XIX: JOB DESCRIPTIONS**

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**19.1** Each occupational position covered by this Agreement shall have a complete written job description, including all necessary qualifications for the position, and made available to job Stewards.

**19.2** Job descriptions shall be available to all bargaining unit members and Union representatives upon request.

**19.3** Job description changes affecting workers' duties will be subject to negotiation with the Union prior to implementation.

1                    **ARTICLE XX: BARGAINING UNIT MEMBER EXPENSES AND MATERIALS**

2    **20.1 Uniforms.** The District shall pay the full cost of purchase, maintenance, and rental of  
3 uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or  
4 used by bargaining unit members. When mutual agreement is reached, protective clothing will be  
5 providing for bargaining unit members performing duties which are likely to damage their personal  
6 clothing. In the event the District chooses not to implement a mandatory uniform policy, the district  
7 will work with Local 150 on establishing acceptable and proper dress attire standards.

8    **20.2 Tools.** The District agrees to provide all tools, equipment, and supplies reasonably necessary  
9 to bargaining unit bargaining unit members for performance of employment duties. As funding  
10 allows, the District agrees to provide training.

11    **20.3** Bargaining unit members are not required to bring their own tools and equipment. Bargaining  
12 unit members who bring in their own tools and equipment, with or without authorization, accept full  
13 responsibility, and the District is in no way liable.

14    **20.4 Replacing or Repairing Bargaining unit member's Property.** The District will pay the cost  
15 of replacing or repairing property of an bargaining unit member such as eyeglasses, hearing aid,  
16 dentures, watches, clothing necessarily worn or carried by the bargaining unit member, when such  
17 items are damages in the line of duty without fault of the bargaining unit member. The verification of  
18 actual value at the time of damage of such articles shall be provided to the satisfaction of the District.  
19 The District will provide a secure place for storing personal effects.

20    **20.5 Safety Equipment.** Should the employment duties of an bargaining unit member in the  
21 bargaining unit require use of any equipment or gear to ensure the safety of the bargaining unit  
22 member or others, the District agrees to furnish such equipment or gear.

23                    **20.5.1 Reimbursement for Safety Shoes. When** safety shoes are required to wear at work of  
24 a bargaining unit member, then the bargaining unit member shall be entitled to reimbursement of a  
25 maximum of \$150.00 per year on no more than two pairs of approved safety related shoes or boots.  
26 Safety shoes shall meet the safety requirements of the position. Bargaining unit members must  
27 purchase approved safety shoes or boots by December 1 each year. New employees who are first  
28 employed on or after September 1 of any year, have 90 days after the first date of employment to  
29 purchase their shoes. The unit members shall purchase shoes or boots that meet the footwear  
30 protection guideline listed as Appendix C of the contract.

31    After a bargaining unit member has purchased safety shoes or boots, they must:

32                    Bring in their shoes or boots, and proof that the safety shoes or boots meet safety  
33                    guidelines.

34                    Turn in a receipt for shoes or boots. The receipt must be dated no more than 30 days  
35                    before they turn in a receipt for reimbursement.

36    **20.6 Automobile Insurance.** The District shall provide liability insurance covering an bargaining  
37 unit member's private vehicle when an bargaining unit member is required to use his private vehicle  
38 when an bargaining unit member is required to use his private vehicle for District purposes.  
39 Bargaining unit members are responsible for reporting accidents on District forms, within twenty-  
40 four (24) hours of the accident. it is to be understood that the bargaining unit member's personal  
41 insurance policy serves as the primary coverage. The District coverage is over and above the



1 individual's policy. In the event the bargaining unit member receives payment from the District for  
2 costs of replacing or repairing such property and subsequently finds she/he is entitled to  
3 compensation from another source, the District shall recover such compensation up to the full amount  
4 of payment made.

5 **20.7 Physical Examination.** The District agrees to provide the full cost of any medical  
6 examination or tuberculin testing required as a condition of continued employment. As a condition of  
7 this provision, the bargaining unit members agree to participate in the District sponsored tuberculin  
8 clinic. The District shall pay the cost of x-rays once every four (4) years for bargaining unit members  
9 who test positive on the tuberculin test.

10 **20.8** Health and safety problems must be brought to the attention of the immediate supervisor. if  
11 not resolved within two (2) days, they may be submitted directly to Level II of the grievance  
12 procedure.

13 **ARTICLE XXI: TRANSPORTATION**

14 **21.1 Special Trip Assignments.** All special trip assignments other than those during the school  
15 day shall be distributed and rotated as equally as possible among bus drivers.. Within reason and  
16 using available staff and resources, it is agreed that the district shall secure all possible special trips to  
17 provide additional hours to bus drivers. This section shall include all bus drivers classifications,  
18 unless a bus driver is not available. A separate seniority rotation list will be maintained to  
19 demonstrate equity and distribution of hours (As described in Article 11.6.10).

20 **21.2 Standby Time.** Bus drivers on special trips, including, but not limited to, athletic events, field  
21 trips, and curricular trips, who are required to remain on standby for the duration of the event for  
22 which the special trip is made, shall be paid for all standby hours at their regular rate of pay.  
23 Whenever any combination of driving and standby hours in a day exceeds the established "workday"  
24 as defined in Article XI, all excess hours shall be compensated at the appropriate overtime rate based  
25 on the bargaining unit member's regular pay rate. Notwithstanding any other provisions of this  
26 Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation  
27 of payment for all hours between the time a bus driver is relieved of duties for the evening and the  
28 time duties resume the following morning.

29 **21.3 Vehicle Unavailability.** Whenever, as the result of the unavailability of District vehicles due  
30 to mechanical or other malfunction, a bus driver regularly scheduled to work shall be assigned other  
31 duties, that driver shall be compensated at his/her same rate of pay.

32 **21.4 Extended School Year Program (ESY).** Assignments during the summer may be available  
33 for bus drivers, depending on District needs.

34 **21.4.1** All ARUSD Bus Driver's interested in working the Extended School Year (ESY)  
35 will need to complete the District form (Classified Extended Year Program Application) and comply  
36 with the posting requirements. Forms must be submitted to Human Resources.

37 **21.4.1.1** The parties agree that bus drivers will be guaranteed a minimum of five  
38 (5) hours of work for the term of this agreement based on the current business levels for the Extended  
39 School Year of 2011. If the work day changes both parties agree to open the article during the year to  
40 renegotiate the District needs and work hours/days.

1 **21.5 Regular Work Year.** The parties agree that all bus drivers will be guaranteed a minimum of  
2 six (6) hours work for the term of this Agreement with the same benefits provided to full-time  
3 bargaining unit members and without decrease in vacation, holiday and sick leave accruals.

4 The parties agree that bidding on routes shall be made by seniority and the bid will occur at  
5 the beginning of the school year and at the beginning of Extended School Year. Three (3) days before  
6 bidding, the District will provide available information to the bus drivers, including the routes, types  
7 of equipment, the approximate beginning and ending time of runs and other relevant information  
8 reasonably known to the District prior to bidding. It is understood and agreed that routes, types of  
9 equipment and beginning and ending times for a run may need to be changed after bidding in  
10 accordance with operational needs. Whenever possible, prior to implementation, substantial changes  
11 which may need to be made due to operational needs, will be discussed and explained to affected bus  
12 drivers. Buses that are bid together with a route shall remain together, whenever possible. If for some  
13 legitimate business reason the bus and route are taken away from a driver, then at the earliest  
14 reasonable opportunity, the original pairing of bus and route shall be returned to the affected driver.

15 21.5.1 Camera's On Buses. Upon a bus driver's request, District will make a good faith  
16 effort to provide, within 72 hours, or no later than 7 working days, a camera on the District bus. The  
17 camera installed shall be selected by the District.

18 **21.6 California Special Driver Certification.** If an unrestricted California Special Driver  
19 Certificate is required by the District, as a condition of employment or requested by the driver to  
20 upgrade certification, training shall be provided by the District within nine (9) months, or the  
21 requirement for an unrestricted certificate shall be waived.

22 **21.7 Drug Free Workplace Act.** The District shall comply with the Department of Transportation  
23 rules and with the Drug Free Workplace Act in implementing drug testing for bargaining unit  
24 members covered under such regulations.

25 **21.8 Seniority.** Seniority determines the choice of all routes.

26 **21.9 Proficiency.** The District reserves the right to assign routes/field trips to drivers  
27 based on their proficiency on the routes/field trips and school bus equipment required to complete the  
28 task.

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1 **ARTICLE XXII: PAY AND ALLOWANCE**

2 **22.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be  
3 in accordance with the rates established for each class. The regular rate of pay shall include any shift  
4 differential and/or longevity increment required to be paid under this Agreement.

5 **22.1.1** Effective July 1, 2017, the District shall increase the salary schedule for all  
6 bargaining unit members by 4%, effective July 1, 2017.

7 For the terms of this agreement, if any other bargaining unit receives a salary  
8 schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater  
9 than the Teamsters bargaining unit, then Teamsters shall receive the same increase.

10 **22.2 Payroll Errors.** Any District payroll error resulting in insufficient payment for an bargaining  
11 unit member in the bargaining unit shall be corrected, and a supplemental check issued, not later than  
12 five (5) working days after the bargaining unit member provides notice to the payroll department.  
13 Implementation of this Article will be done in accordance with the District memorandum dated  
14 August 14, 1983.

15 **22.3 Lost Checks.** Any paycheck issued to an bargaining unit member in the Union bargaining  
16 unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed,  
17 shall be replaced in accordance with the following provisions:

- 18 1) The bargaining unit member must personally present herself/himself at the Payroll  
19 Department and sign an affidavit of loss/non-receipt of check.
- 20 2) Payroll will then put a stop payment on the lost/non-received check.
- 21 3) Payroll will then reissue the lost/non-received check. Please allow ten (10) days for  
22 the District to reissue the check.
- 23 4) In the event that the ten (10) day wait is a true hardship on the bargaining unit  
24 member, a salary advance may be requested by the bargaining unit member. The  
25 requested salary advance will be considered in the usual manner of processing.

26 **22.4 Mileage.** Any bargaining unit member in the bargaining unit required to use his/her vehicle  
27 on District business shall be reimbursed for all miles driven on behalf of the District at the rate which  
28 is commensurate with that paid to State bargaining unit members. The mileage computation shall  
29 include mileage necessary to return to the bargaining unit member's normal job site after the  
30 completion of District business. Mileage claims shall be verified by the immediate supervisor by  
31 his/her signature on the appropriate District form.

32 **22.5 Meals.** Any bargaining unit member in the bargaining unit who, as a result of work  
33 assignment, must have meals away from the District shall be reimbursed for the full cost of the meal  
34 with verification by the immediate supervisor.

35 **22.6 Lodging.** Any bargaining unit member in the bargaining unit who, as a result of work  
36 assignment, must be lodged away from home overnight shall be reimbursed by the District for the full  
37 cost of such lodging. Where possible, the district shall provide advance funds to the bargaining unit  
38 member for such lodging. If advance funds are not available or do not cover the full cost of required  
39 lodging, the District shall reimburse the bargaining unit member for out-of-pocket lodging expenses.

1 **22.7 Credit for Training or Experience.** It is expected that a new bargaining unit member will  
2 start at the first (1st) step of the classification in which she/he is placed. However, in exceptional  
3 cases, the Superintendent may recommend starting at the second (2<sup>nd</sup>) or higher step, where the  
4 bargaining unit member has had outstanding previous experience. Credit for prior experience for  
5 former bargaining unit members shall be the same as for new bargaining unit members.

6 Persons who are rehired shall not be entitled to credit for vacation (regular or longevity), or  
7 any other fringe benefit (except PERS) based on prior employment.

8 **22.7.1 Serve Safe Certification.** Child Nutrition I Servers will be awarded a one-time  
9 stipend of \$250.00 when the bargaining unit member is awarded the Serve Safe Certification.

10 **22.7.1.1** The District shall pay the renewal of the all-day class and “Serve-Save”  
11 Food Safety Manager Certificate test for the Child Nutrition Assistant II (CNAII) under the following  
12 conditions:

13 a. “Class and test” must be taken at the same time on a non-working day, i.e. Saturday

14 b. “Class and test” must be completed 90 days prior to expiration of food safety certificate.

15 c. “Class and test” will be paid only once, employee will be responsible for payment of any  
16 re-takes of class and/or test.

17 d. If the District chooses to provide the “class and test”, employees will be required to attend  
18 this training; provided however, if a CNAII has scheduled vacation before the District  
19 scheduled “class and test” date, and this vacation date is in conflict with the “class and test”  
20 date, then, a, b and c above will nonetheless apply.

21 **22.8 Increment and Advancement on Schedule.** Bargaining unit members shall advance on the  
22 salary schedule on the anniversary date of their employment. The date shall be computed to the first  
23 of the nearest month.

24 **22.9 Longevity Increments.** Longevity increments are additional steps on the salary schedule  
25 which provide for credit to bargaining unit members who have served the District over an extended  
26 length of time. Placement on longevity increments will include years of credit allowed for  
27 pre-District service.

28 **22.10 Promotion.** Any bargaining unit member receiving a promotion under the provisions of this  
29 Agreement shall be moved to the appropriate range and step of the new class which guarantees a  
30 minimum of a five (5) percent increase in salary.

31 **22.11 Definition of “Professional Growth.”** “Professional Growth” is an incentive program by  
32 which the District encourages bargaining unit members in the classified service to attend  
33 training/education classes, which will result in the acquisition of new skills and knowledge, that will  
34 improve the bargaining unit member’s work performance or that will broaden his/her opportunity for  
35 promotion into higher classifications within the District.

36 **22.12 Professional Growth Committee**

37 **22.12.1 Professional Growth Committee.** A Professional Growth Committee shall be  
38 formed by Human Resources. The committee shall be made up of five (5) members as follows: three  
39 (3) members appointed by Teamsters and two (2) members appointed by Human Resources. Human

1 Resources will convene the committee within thirty (30) days after ratification of the contract and  
2 annually thereafter to review additional courses. The Professional Growth Committee serves as an  
3 appeal group, and their recommendations are made to the Superintendent.

4 **22.12.1.1** Human Resources will receive all requests for professional growth  
5 credit and will approve or disapprove requests.

6 **22.12.1.2** Appeals may be made by the bargaining unit member to the committee;  
7 the committee shall make its recommendation to the Superintendent.

8 **22.12.2 Professional Growth Increment.** The first career increment of \$250.00 can be  
9 earned upon completion of nine (9) units and the start of the second continuous year of employment.  
10 The Professional Growth increment will be paid to the bargaining unit member when earned. The  
11 increment shall be \$250.00 per year, to be paid on a separate check in one (1) lump sum by January 1  
12 of each year. A maximum of five (5) increments (totaling forty-five (45) course units) may be earned  
13 by bargaining unit members. Increment stipends will be paid to bargaining unit members after they  
14 are earned. A one (1) time \$200.00 stipend for documented completion of General Education  
15 Diploma (GED) or a High School Diploma. A one (1) time \$500.00 stipend for documented  
16 completion of Associate of Arts Degree.

17 **22.12.3 Earning Credit**

18 **22.12.3.1** Earning course units through enrollment at a junior/community college,  
19 college, or university.

20 **22.12.3.1.1** Quarter units will be converted to semester units at the rate of  
21 one (1) quarter unit = two-thirds ( $\frac{2}{3}$ ) semester units. Example: three-quarters ( $\frac{3}{4}$ ) units from DeAnza  
22 Community College = two (2) semester units for Professional Growth credit.

23 **22.12.3.2** Earning course units through adult education.

24 **22.12.3.2.1** All Professional Growth participants taking courses through adult  
25 education must obtain a plus grade, the value of one (1) hour of class/course time shall be equal to  
26 0.06 semester units (one (1) hour = 0.06 semester units) for Professional Growth credit.

27 **22.12.3.2.2** Fifty (50) hours or more in one (1) adult education course equals  
28 three (3) Professional Growth units.

29 **22.12.3.2.3** Attendance at District sponsored or approved workshops, in-  
30 service, seminars, etc.

31 **22.12.3.2.4** The actual number of certified hours of course attendance will be  
32 credited and accumulated in accordance with the adult education provision in Section 22.12.3.2.1.

33 **22.12.3.2.5** Human Resources shall determine the units/hours of credit for  
34 Union workshop attendance.

35 **22.12.3.3 Course Unit Requirements for Each Professional Growth**  
36 **Increment.** Each Professional Growth increment shall be composed of nine (9) course units as  
37 follows:

1                   **22.12.3.3.1** A minimum of five (5) course units credited from the “Approved  
2 Course Areas for Specific Classifications List” which is directly related to bargaining unit member’s  
3 position of employment.

4                   **22.12.3.3.2** The remaining course units credited from “General Courses  
5 Approved for All Classifications List.”

6                   **22.12.3.3.3** A first-aid course shall be required for all bargaining unit  
7 members before the first increment will be paid.

8                   **22.12.3.3.4** A first-aid course shall be required for credit for bargaining unit  
9 members already receiving Professional Growth increments before any additional increment stipends  
10 will be paid.

11                   **22.12.3.3.5** Courses taken whose fees are paid for by the District or which are  
12 taken may not be credited to Professional Growth.

13                   **22.12.4           Verification of Course Units.** The following shall be acceptable  
14 verification of course units for Professional Growth credit: (Course must have been taken since  
15 July 1, 1969, and after beginning date of permanent employment of twenty (20) hours or more per  
16 week.)

17                   **22.12.4.1**     Grade cards or transcripts shall be required for courses taken  
18 through a community college, college, or university.

19                   **22.12.4.2**     Grade cards shall be required for courses taken through adult  
20 education.

21                   **22.12.4.3**     Instructor’s signature shall be required for courses taken through  
22 District sponsored or approved workshops, seminars, in-services, etc.

23                   **22.12.5           Time Lines.** Verification of completed course units being submitted for  
24 credit shall be received by Human Resources not later than June 1 of each year excepting:

25                   **22.12.5.1**     Bargaining unit members who have completed courses and have  
26 not received verification from the institution/instructor before the above date shall sign a Statement of  
27 Intent to Complete Form on or before June 1.

28                   **22.12.5.2**     Bargaining unit members who are taking courses which will not  
29 conclude before June 1 but which will conclude by June 30 shall sign a Statement of Intent to  
30 Complete Form on or before June 1.

31                   **22.12.5.3**     Bargaining unit members who will be taking courses which will  
32 not conclude before June 1 but which begin on or after June 1 and will conclude by June 30 shall sign  
33 a Statement of Intent to Complete Form on or before June 1.

34                   **22.12.5.3.1**    Verification for exceptions 1, 2, and 3 above shall be  
35 received by Human Resources on or before September 1 of each year.

36                   **22.12.6           Employment Status.** Bargaining unit members participating in the  
37 Professional Growth Program shall meet the following employment status conditions:

1                           **22.12.6.1**     Bargaining unit member must be a permanent bargaining unit  
2 member working twenty (20) hours, or more, per week. (Anyone working less than twenty (20) hours  
3 per week is not eligible to participate in Professional Growth.)

4                           **22.12.6.2**     Bargaining unit member must be in second (2<sup>nd</sup>) year of  
5 continuous employment.

6                           **22.12.6.3**     Bargaining unit members working less than thirty (30) hours  
7 per week shall be eligible only every two (2) years to earn a Professional Growth increment.

8                           **22.12.6.4**     Any bargaining unit member who has been qualified to receive  
9 increment stipends shall continue to receive the stipend(s) previously earned if his/her hours are  
10 voluntarily or involuntarily reduced by layoff. Such bargaining unit member shall not be eligible,  
11 however, to credit additional course units taken while his/her employment hours remain less than four  
12 (4); nor shall such bargaining unit member be eligible to receive additional increment stipend(s)  
13 while his/her employment hours remain less than four (4).

14                          **22.12.6.5**     Bargaining unit member working thirty (30) hours or more per  
15 week will be eligible to receive additional increments.

16 **22.13 Inconsistent Duties - Compensation.** Classified bargaining unit members shall not be  
17 required to perform duties which are not fixed and prescribed for position by the Board unless the  
18 duties reasonably relate to those fixed for the position by the Board, for any period of five (5) days or  
19 more within a fifteen (15) calendar day period except as authorized herein.

20                          **22.13.1**        An bargaining unit member may be required to perform duties inconsistent  
21 with those assigned to the position by the District for a period of five (5) working days or more  
22 provided that his/her salary is adjusted upward for the entire period she/he is required to work out of  
23 classification and in such amounts as will reasonably reflect the duties required to be performed  
24 outside his/her normal assigned duties.

25                          **22.13.2**        If assigned to duties normally performed by bargaining unit members in a  
26 higher classification, the bargaining unit member shall receive the regular rate of pay for that higher  
27 classification at the step on which she/he is assigned in his/her regular classification.

28 **22.14 Shift Differential.** The District shall pay a shift differential of five percent (5%) per month  
29 for all work done by classification bargaining unit members whose regular work shift begins at or  
30 after 1:00 p.m. As a result of specific needs of the District, shift differential shall be paid to  
31 bargaining unit members if they choose to start their shift prior to 1:00 p.m. The bargaining unit  
32 member and Program Manager must mutually agree to this exception.

33                          The Warehouse Worker regularly assigned to buy and pick up produce shall be compensated  
34 at two-and-one-half percent (2½% ) per month.

35                          An bargaining unit member receiving differential compensation on the basis of his/her shift  
36 shall not lose such compensation if she/he is temporarily, for twenty (20) working days or less,  
37 assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes of a  
38 bargaining unit member assigned to a shift which provides differential compensation shall be the  
39 differential rate.

40 **22.15 Extended Shift Differential.** Bargaining unit members who work less than eight (8) hours  
41 within a ten (10) hour span, commencing with their regular starting time, shall be paid at a rate equal

1 to one-and-one-half (1½) times their regular rate of pay for all hours worked beyond the tenth (10<sup>th</sup>)  
2 hour.

3 **22.16 Release Time for Negotiations.** The Union shall have the right to designate a negotiating  
4 committee, who shall be given paid release time to prepare for and participate in negotiations.

5 **22.17 Furlough Day.** In recognition of the state fiscal crisis impacting the financial solvency of the  
6 district, Teamsters unit members agree to implement five (5) furlough days which will be mutually  
7 identified for all Teamster members. The five (5) furlough calendar days will effect the 2011/2012  
8 work year for Teamster unit members. Should any other bargaining unit agree to a lesser amount of  
9 furlough days, Teamster unit members shall decrease their furlough days to the lesser amount. The  
10 2011-2012 Teamsters salary schedule shall be reduced to reflect the five (5) day furlough. The  
11 reduction in compensation shall be spread equally over the 2011-2012 school year, so that unit  
12 members' compensation is roughly the same each pay period. The District shall implement the work  
13 year reduction to avoid impacting service credit toward retirement to the extent allowed by law.

14

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1 **ARTICLE XXIII: NON-DISCRIMINATION**

2 **23.1** The District and the Union agree not to discriminate in accordance with applicable federal and  
3 state law.

4 **No Discrimination of Account of Union Activity.** Neither the District nor the Union shall  
5 interfere with, intimidate, restrain, coerce, or discriminate against bargaining unit members because  
6 of the exercise of rights to engage or not to engage in Union activities which are allowed in law  
7 and/or by terms of this Agreement.

1 **APPENDIX A: APPROVED COURSES**

2  
3 **APPENDIX A-1**

4  
5 **GENERAL COURSES**

6 **Approved course categories for Professional Growth for all classifications.**

7 **English/Communication Category**

8 English - 4 semesters only

9 Speed Reading - 1 semester only

10 Public Speaking - 2 semesters only

11 **Fine Arts Category**

12 Art Appreciation - 1 semester only

13 Art History - 1 semester only

14 Music Appreciation - 1 semester only

15 History of Drama - 1 semester only

16 **Foreign Languages Category**

17 Maximum of 4 semesters for each language studied.

18 **Literature Category**

19 American - 1 semester only

20 Ethnic – 1 semester only

21 Foreign - 1 semester only

22 **Mathematics Category**

23 Math (any class other than basic skills) - 2 semesters only

24 Metric Math - 1 semester only

25 **Miscellaneous Category**

26 Disaster Preparedness/Civil Defense - 1 semester only

27 Contemporary Health Issues - 1 semester only

28 Nutrition and Health - 1 semester only

29 Physical Fitness - 1 semester only

30 Introduction to Data Processing - 1 semester only

31 Philosophy - 1 semester only

32 Law for Laypersons - 1 semester only

33 Keyboarding (no credit given to clerical bargaining unit members) - 2 semesters only

34 Personal Development - 1 semester only

35 Public Education in the U.S. - 1 semester only

36 Drug and Alcohol Awareness - 1 semester only

37 **Multicultural Category** - maximum of 6 semester classes for the category

38 Ethnic History

39 Ethnology

40 **Psychology/Sociology Category** - maximum of 9 semester units for this category Child

41 Development Psychology Sociology

1 **Science Category** - maximum of 6 semester classes for this category Biology Natural Science  
2 Physical Science

3 **Social Studies Category** - maximum of 6 semester classes for this category

4 U.S. History

5 American Government

6 World Geography

7 California History

8 It is not the intent of this list to limit general courses available but to establish maximum semester  
9 classes allowed in the various categories while allowing bargaining unit members the freedom of  
10 choice within established guidelines.

11 **NOTE:**

12 Credit may be given only once for each course. Courses which are not clearly indicated on the  
13 approved areas listed shall be submitted to the Professional Growth Committee for review.

14 Bargaining unit members may submit for prior approval courses that bargaining unit members plan to  
15 take that are not presently on approved list adhering to the following deadlines: May 15, July 15, and  
16 December 15.

17

1 **APPENDIX A-2**

2  
3 **SPECIFIC COURSES**

4 **APPROVED SPECIFIC COURSES FOR PROFESSIONAL GROWTH**  
5 **FOR MAINTENANCE & GROUNDS CLASSIFICATIONS**  
6

Blueprint Reading	Landscaping & Garden Maintenance
Building Maintenance	Machine & Tool Shop
Building Trades	Math
Chemical Applications	Personnel Management
Circuits and Systems	Safety
Equipment Operation & Maintenance	Stats and Strengths of Materials
Industrial Arts Drawing & Design	Technical Coating
Alcohol and Drug Awareness	T.V. Circuits
Work Experience*	

7 \*Credit for work experience shall be credited only once unless specifically allowed by the committee.  
8 The Committee will review each subsequent work experience credit on an individual basis.

9 **NOTE:**

10 Credit may be given only once for each course. Courses which are not clearly indicated on the  
11 approved areas listed shall be submitted to the Professional Growth Committee for review.

12 Bargaining unit members may submit for prior approval courses that bargaining unit members plan to  
13 take that are not presently on approved list adhering to the following deadlines: May 15, July 15, and  
14 December 15.

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1 **APPENDIX A-3**

2

3 **SPECIFIC COURSES**

4 **APPROVED SPECIFIC COURSES FOR PROFESSIONAL GROWTH**

5 **FOR FOOD SERVICE**

6

Alcohol and Drug Awareness	Math
Baking & Confectionery	Meat, Fish & Poultry
Basic Ethnic Foods	Menu Planning
Catering	Nutrition
Cost Accounting & Record Keeping	Personnel Management
Food & Beverage Accounting	Quantity Food
Food Equipment Select, Planning & Design	Sanitation & Safety
Food Purchasing	Work Simplification
Health Education	Work Experience*

7 \*Credit for work experience shall only be credited once unless specifically allowed by the committee.  
8 The Committee will review each subsequent work experience credit on an individual basis.

9 **NOTE:**

10 Credit may be given only once for each course. Courses which are not clearly indicated on the  
11 approved areas listed shall be submitted to the Professional Growth Committee for review.

12 Bargaining unit members may submit for prior approval courses that bargaining unit members plan to  
13 take that are not presently on approved list adhering to the following deadlines: May 15, July 15, and  
14 December 15.

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1 APPENDIX A-4

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3 SPECIFIC COURSES

4 APPROVED SPECIFIC COURSES FOR PROFESSIONAL GROWTH

5 FOR OPERATIONS CLASSIFICATIONS

6

Alcohol and Drug Awareness	Chemical Applications
Basic Electricity	Equipment Maintenance & Operation
Basic Plumbing	Math
Blueprint Reading	Personnel Management
Building Maintenance	Work Experience*

7 \*Credit for work experience shall only be credited once unless specifically allowed by the committee.  
8 The Committee will review each subsequent work experience credit on an individual basis.

9 NOTE:

10 Credit may be given only once for each course. Courses which are not clearly indicated on the  
11 approved areas listed shall be submitted to the Professional Growth Committee for review.

12 Bargaining unit members may submit for prior approval courses that bargaining unit members plan to  
13 take that are not presently on approved list adhering to the following deadlines: May 15, July 15, and  
14 December 15.

1 APPENDIX A-5

2  
3 SPECIFIC COURSES

4 APPROVED SPECIFIC COURSES FOR PROFESSIONAL GROWTH  
5 FOR TRANSPORTATION CLASSIFICATION

6

7 Auto Mechanics	Principles of Traffic & Transportation Management
8 Driver Improvement	School Bus Driver Training (does not include
9 Psychology	training required for Bus Driver certificate)
10 Personnel Management	Transportation Safety & Laws
11 Personnel Management	Communications
12 Health Science	Social Science
13 Spanish	Special Education
14	Work Experience*

15 \*Credit for work experience shall only be credited once unless specifically allowed by the  
16 Committee. The Committee will review each subsequent work experience credit on an individual  
17 basis.

18 NOTE:

19 Credit may be given only once for each course. Courses which are not clearly indicated on the  
20 approved areas listed shall be submitted to the Professional Growth Committee for review.

21 Bargaining unit members may submit for prior approval courses that bargaining unit members plans  
22 to take that are not presently on approved list adhering to the following deadlines: May 15, July 15,  
23 and December 15.  
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**APPENDIX B**

**SALARY INFORMATION SCHEDULE**

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>RANGE</u></b>	<b><u>WORK DAY</u></b>	<b><u>WORK YEAR</u></b>
Bus Driver	12	8	9.5
Bus Driver/Upholsterer	12.5	8	12
Bus Driver/Trainer	13	8	12
Head Custodian I-Elementary	12	8	12
Head Custodian II-Middle School	12.5	8	12
Night Custodian I-Elementary	11	8	12
Night Custodian II-Elementary	11	8	12
Lead Custodian/Special Projects	15	8	12
Lead Night Custodian	13	8	12
Child Nutrition Assistant I	4.5	8	9.5,12
Child Nutrition Assistant II (1 per kitchen)	6.5	8	9.5,12
Dispatcher/Trainer	13	8	12
Lead Building Maintenance Worker	16	8	12
Lead Electrician Maintenance Worker	16	8	12
Lead Landscape Maintenance Worker	16	8	12
Lead Custodian Worker	13	8	12
Lead Mechanic Worker	16.5	8	12
Maintenance Worker I	10	8	12
Maintenance Worker II	12	8	12
Maintenance Worker III	14	8	12
• Plumber III			
• Lock Smith III			
• Landscape III			
• Electrician III			
• Welder III			
• H.V.A.C III			
• Pest Control III			
Maintenance Worker IV	15	8	12
• Plumber IV			
• Electrician IV			
• H.V.A.C IV			
• Pest Control IV			
Mechanic	14.5	8	12
Warehouse Worker I	11.5	8	12
Warehouse Worker II	12	8	12
Tele-Communications Technician	14	8	12

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**APPENDIX C**

**FOOTWEAR PROTECTION GUIDE**

Required Protections for Job Classifications:

- Bus Driver/Dispatcher/Trainer – Slip resistant
- Computer Repair Technician II – Electrical protections; Electrical hazard
- Custodian – Slip resistant; fiberglass toe cap
- Delivery Person – Slip resistant; fiberglass toe cap
- District Reproduction Technician – Slip resistant; fiberglass toe cap
- Energy Technician – Slip resistant; steel toe cap; electrical protection
- Food Services Assistant I and II
- Central Kitchen employees – Slip resistant; fiberglass toe cap
- Grounds Worker and Lead – Slip resistant; steel toe cap; electrical protection
- Maintenance Worker III – Slip resistant; steel toe cap; electrical protection
- Maintenance Worker/ Grounds Worker – Slip resistant; steel toe cap; electrical protection
- Mechanic/Lead – Slip resistant; steel toe cap; electrical protection

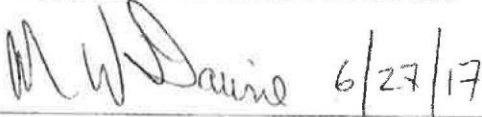
When purchasing safety shoes or boots, please look for the following symbols on the shoes/boots or the shoe/boot box to make sure the shoes/boots will provide the protection needed:


- Green Triangle – Class 1 steel toe cap with puncture resistant sole
- Yellow Triangle – Class 2 fiberglass toe cap with puncture resistant sole
- White Square with Ohm Symbol – Electrical protection
- Yellow Square with SD – Anti-static protection
- Red Square with C – Electrically conductive
- Fir Tree – Protection against chain saws
- Slip Resistant


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**APPROVAL**

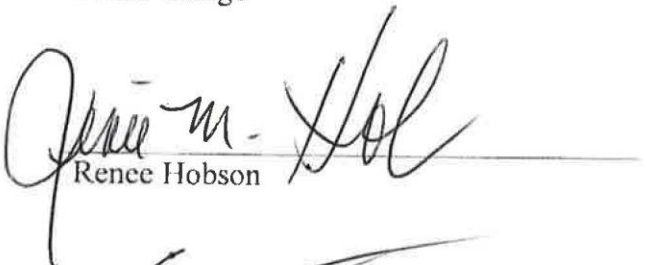
**On Behalf of Teamsters Local 150**

  
Alan Daurie  
Chief Negotiator

  
Buddy Parden

  
Thanh Phu


  
Pedro Griego

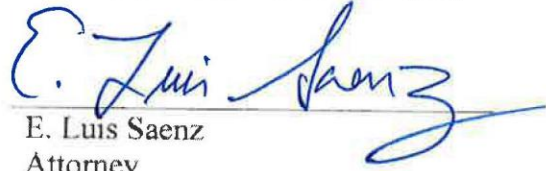
  
Rence Hobson

  
Elias Vidrio

**On Behalf of Alum Rock Union  
Elementary School District**

  
Marco Baeza, Ed.D.  
Asst. Superintendent HR

  
Mary Bell  
Director, Child Nutrition Services

  
E. Luis Saenz  
Attorney

