

# **A CONTRACT AGREEMENT**

BETWEEN

**FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**American River Chapter #528  
(Transportation Unit)**

Covering the Period of  
July 1, 2023 - June 30, 2026

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**Transportation Unit**

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## ARTICLE 1 - TERM OF AGREEMENT

- 1.1. The parties agree that it is in the interest of the District and the Association to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:
  - 1.1.1. The parties agree to create a new collective agreement between the Association and the District with a term from July 1, 2017 to June 30, 2020.
  - 1.1.2. The above-referenced collective agreement shall embody all of the specific terms of the agreement that expired on June 30, 2017, with the exception of the duration clause.
  - 1.1.3. The parties agree that they will Public Notice (pursuant to EERA Section 3547) their respective proposals for successor agreement issues (other than the term).
  - 1.1.4. Nothing in this agreement shall be construed as limiting any right the parties otherwise retain.
  - 1.1.5. This agreement shall remain in full force and effect up to and including June 30, 2020. Between the dates of March 1 and April 30 of 2020 either party may, by written request to the other, reopen negotiations on successor contract amendments or modification of two non-monetary articles of their choice, plus Article 10: Compensation. All requests to reopen negotiations shall be subject to the public notice provisions of Government Code Section 3547.

## ARTICLE 2 - RECOGNITION

- 2.1. The District confirms its recognition of the Association as the exclusive representative for that unit of employees as certified by the Public Employment Relations Board in Case Number S-R-313, S-D-15. The unit includes the following classifications in the transportation department:
  - Head Automotive Mechanic
  - Mechanic II
  - Mechanic I
  - Bus Dispatcher/Trainer
  - Lead Bus Driver/Trainer
  - Administrative Assistant II
  - Transportation Technician
  - Bus Driver
  - Relief Bus Driver
  - Bus Attendant
- 2.2. All management, supervisory, and confidential employees and all other classified employees are excluded.

## ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.1. Grievance Definitions - The following definitions control the meaning of the terms as used in this Article:
  - 3.1.1. "Grievance" means a complaint of one or more employees that they have been adversely affected by a violation, misapplication or misinterpretation of the Agreement.
  - 3.1.2. "Grievant" means the employee(s) of the District covered by the terms of this Agreement.
  - 3.1.3. "Party" means the grievant(s) and the Folsom Cordova Unified School District.

- 3.1.4. "Day" is any day in which the Folsom Cordova Unified School District is open for business.
- 3.1.5. "Immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.
- 3.2. CSEA Grievance
  - 3.2.1. Notwithstanding any other provision of this Agreement, CSEA may grieve any alleged violation, misapplication, or misinterpretation of this Agreement.
- 3.3. Time Limits
  - 3.3.1. Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.
- 3.4. Representation
  - 3.4.1. An employee or his/her representative, or both, may represent a grievance while on duty in accordance with Article 4 Section 4.3.2. The grievant may be represented by CSEA or any eligible representative of his/her own choosing, other than another employee organization, at any step of this procedure.
- 3.5. Informal Level
  - 3.5.1. Before filing a formal written grievance, the grievant shall attempt to seek a resolution by an informal conference with his/her immediate supervisor. This informal conference shall be held within ten (10) days after the grievant had knowledge or reasonably should have had knowledge of the occurrence, act, or omission giving rise to the grievance.
- 3.6. Formal Level - The following steps and procedures are established should the grievant wish to appeal a grievance decision.
  - 3.6.1. Step One: Immediate Supervisor
    - 3.6.1.1. Within fifteen (15) days after the informal conference, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor.
    - 3.6.1.2. The grievance form will be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the immediate supervisor.
    - 3.6.1.3. The immediate supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
    - 3.6.1.4. Within the above time limits either party may request a personal conference.
  - 3.6.2. Step Two: Office of Superintendent
    - 3.6.2.1. In the event the grievant is not satisfied with the formal written decision of the immediate supervisor in Step One, he/she may (within ten {10} days of the formal written decision rendered in Step One) appeal the decision on the appropriate form to the Superintendent or designee. (Forms to be made available at school and departmental locations). This statement should include a copy of the original grievance, the decision rendered by the immediate supervisor, and a clear, concise statement of the reasons for the appeal.

- 3.6.2.2. The Superintendent or designee shall communicate his/her decision within fifteen (15) days after receiving the appeal. The grievant may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next step.
- 3.6.3. Step Three: Advisory Arbitration
  - 3.6.3.1. If the grievant and/or the Association is not satisfied with the decision of the Superintendent or designee at Step Two, the grievant and/or the Association may within ten (10) days submit a request in writing to the Superintendent for advisory arbitration of the dispute.
  - 3.6.3.2. The grievant and/or CSEA and the District shall attempt to agree upon an advisory arbitrator.
  - 3.6.3.3. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.
  - 3.6.3.4. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.
  - 3.6.3.5. The fees and expenses of the advisory arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
  - 3.6.3.6. The advisory arbitrator, as soon as possible, hears evidence and renders a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the advisory arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
  - 3.6.3.7. The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this agreement, or the written policies, rules, regulations, and procedures of the District.
  - 3.6.3.8. After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit, in writing, to all parties the findings and recommendations for possible implementation by the Superintendent or designee, within fifteen (15) days.
- 3.6.4. Step Four: Governing Board
  - 3.6.4.1. If either of the parties is not satisfied with the recommendations of the advisory arbitrator, a written appeal may be made to the Governing Board within fifteen (15) days following receipt of the advisory arbitrator's report. A copy of the appeal shall be submitted to the Superintendent and the parties to the grievance, (i.e., grievant, immediate supervisor).
  - 3.6.4.2. The Governing Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory; and if, upon review, the Governing Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.
  - 3.6.4.3. When the Governing Board has reached a decision, the Superintendent or designee will be directed to inform the parties and implement the decision.
- 3.7. General Provisions
  - 3.7.1. Actions to challenge or change the policies of the District or any specific contract provision must be undertaken under separate legal processes.

- 3.7.2. Other matters, for which a specific method of review is provided by law, by the policies of the Board of Education, or by the administrative regulations and procedures of this school District, are not within the scope of this procedure.

## ARTICLE 4 - ASSOCIATION RIGHTS

### 4.1. Use of Facilities

- 4.1.1. Subject to current District regulation 4119.25, the Association shall have the right of access to areas in which employees work; to use institutional bulletin boards, mailboxes, and other means of communications; and to use institutional facilities for the purpose of Association meetings, processing of grievances and matters related thereto.

### 4.2. Employee Information/Seniority List

- 4.2.1. Upon request, but no more than quarterly, the names, addresses, duty location, and phone numbers of classified bargaining unit members shall be provided to the Association during the school year to keep current the bargaining unit's emergency notification roster. As new unit employees are hired, those names and addresses will be forwarded to the Association throughout the year.

### 4.3. Release Time

- 4.3.1. State Conference – CSEA shall be provided release time for authorized delegates to attend the annual state conference. The Association shall reimburse the District for the cost of substitutes secured to replace employees attending the conference for costs incurred in excess of \$1,000.00.

### 4.3.2. Grievance Processing

- 4.3.2.1. CSEA reserves the right to designate representatives authorized to act on behalf of the Association in grievance procedures. CSEA shall notify the Assistant Superintendent, Human Resources, in writing, of these representatives and include:

- The period for which the appointment is made;
- The current work site and telephone numbers of the designee. CSEA shall also provide written notice of any change to this information.

- 4.3.2.2. CSEA shall be entitled to release time exclusively for the purpose of processing grievances. Release time shall be limited to time available under Article 12, Section 12.17.

- 4.3.2.3. The CSEA representative shall request, in writing, to the Assistant Superintendent, Human Resources or his/her designee, the amount of release time requested and state the contract article being grieved. The Assistant Superintendent, Human Resources, shall notify the employee's immediate supervisor of the amount of release time authorized. Prior written authorization shall be provided to the employee before release time is taken. The employee shall identify the use of release time on his/her absence sheet or in AESOP

- 4.3.2.4. Prior to entering another work location, the CSEA representative shall contact the site supervisor to discuss appropriate times for entering the location as well as the purpose and expected duration of that visit. Upon entering another work location, the CSEA representative shall identify him/herself if possible to the supervisor in charge of that location and state the purpose and expected duration of that visit. The CSEA representative may be denied permission by the

District to talk to the employee on his/her duty time if it will unduly interfere with the employee's work.

- 4.3.2.5. The CSEA representative is permitted to discuss the particulars of the grievance with employees immediately concerned and if appropriate, to attempt a resolution to the grievance. Such employees immediately concerned may choose not to discuss the particulars of the grievance with the CSEA representative. This shall not preclude any employee from being called to testify under Article 3 of this agreement.
- 4.4. The Association will form and maintain a Policy Advisory Committee (PAC). Through this committee, employees and/or Association representatives are encouraged to make suggestions to the Superintendent or designee(s) regarding the need for new policies and regulations and handbook provisions. CSEA will be notified in writing of any proposed changes in District policies and regulations that fall within the 4200 series or proposed changes in matters that fall within the mandatory scope of bargaining. Such notice shall be provided at least five (5) days prior to District action on the proposed change, except in a case of emergency. The Superintendent or designee(s) will meet with employees and/or Association representatives, upon request, at mutually agreed upon times, to discuss employee concerns and suggestions.

## ARTICLE 5 - DISTRICT RIGHTS

- 5.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 5.2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

## ARTICLE 6 - AGENCY FEE/EMPLOYEE RIGHTS

- 6.1. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for unit members.
- 6.2. Any unit member who is a member of the CSEA Chapter 528, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Service fees required by CSEA shall be deducted from any employee who does not make appropriate authorization for the deduction of membership dues. There shall be no charge to the Association for agency fee deductions.
- 6.3. New employees shall receive a packet of information from CSEA, which includes membership related materials, but is not limited to a membership application, at the time of their initial employment.
- 6.4. Service fees and membership dues will be deducted within 30 calendar days of the date of initial employment with the District.

- 6.5. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA Chapter 528 as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such lawful representation fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code.
  - 6.5.1. Such payment shall be made on or before October 31st of each school year or in 10 monthly payments between September and June of each year.
  - 6.5.2. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Article 6.5 above. Proof of payment shall include the amount paid, date of payment, and to whom payment was made. Such proof shall be presented to the Association and the District on or before June 30th of each school year. In the absence of such proof being provided, the employee shall within 30 days of June 30th submit the prior year's lawful representation fee to the Association.
- 6.6. Only the District's payroll procedure with respect to the implementation of this Article may be subject to a grievance filed by the unit member and/or by CSEA.
- 6.7. With respect to all sums deducted by the District pursuant to Article 6 Section 6.2 above, whether for membership dues, agency fee, or lawful representation fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.
- 6.8. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.9. The Association and the District hereby agree as follows:
  - 6.9.1. The Association agrees to hold the District harmless and to pay to the District all reasonable legal costs incurred in defending against any suit, court action, and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to pay any judgment or settlement liability arising out of such challenge.
  - 6.9.2. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 6.9.1 shall or shall not be compromised, resisted, defended, tried, or appealed.

## ARTICLE 7 - PAYROLL DEDUCTIONS

- 7.1. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
  - 7.1.1. Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee and the Association.
  - 7.1.2. New employees failing to complete their membership dues authorization within 30 days of initial employment will have an amount equal to Association membership dues (CSEA service fee) deducted from their monthly pay warrants. The Association will provide to the District an accurate amount to be deducted. This amount will be the computed

CSEA membership dues. Such deductions will not require payroll deduction authorization (Ed. Code 45168.)

- 7.1.3. The employer further agrees to furnish as supplied by CSEA, a CSEA membership information packet to each unit member employed subsequent to the ratification of this agreement.

## ARTICLE 8 - LAYOFF AND RE-EMPLOYMENT

### 8.1. Layoff

- 8.1.1. A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or lack of work.

### 8.2. Order of Layoff

- 8.2.1. Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification. Employees who voluntarily terminate their employment with the District shall establish a new date of hire when re-employed with the District.
- 8.2.2. Classified employees shall be laid off in inverse order of seniority in the job classification in which the layoff occurs. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first. In determining seniority, time spent on unpaid leave or time worked as substitute or extra help shall not be counted.
- 8.2.3. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

### 8.3. Notice of Layoff

- 8.3.1. When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing of the proposed action. The District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than fifteen (15) calendar days before the date notices are sent to employees. A list of positions and/or hours recommended for reduction or elimination, and for information only, any non- confidential documents supporting the need for layoff will be furnished to CSEA at the time such information is given to the Governing Board.
- 8.3.2. Upon written request, the District shall meet with CSEA to negotiate the effects of the proposed layoff.
- 8.3.3. Any employee may challenge, within ten (10) days of notice, his/her place on the seniority roster by making objections to the Assistant Superintendent, Human Resources, or designee who shall review the objections and conduct an audit, if requested, and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).
- 8.3.4. After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Assistant Superintendent, Human Resources, or designee may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of CSEA local chapter or designee with a list of the employees to whom sent. Such notice shall

indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and re-employment rights.

#### 8.4. Improper Layoff

8.4.1. If, during the term of this Agreement, it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, said employee shall be re-employed as soon as possible after the error is determined to exist and shall be reimbursed by the District for any loss of salary. Additionally, seniority step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.

#### 8.5. Displacement (Bumping) Rights

8.5.1. An employee who is laid off from the classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in that classification with less seniority than the employee being laid off. Where the employee is eligible to bump into more than one (1) classification, the employee shall bump into the equal classification. If there are two (2) classifications which the employee is eligible to bump into, he/she shall, within three (3) days of notice, make a choice of the eligible classifications to bump into.

8.5.2. Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs and higher classes.

8.5.3. Once the least senior employee has been laid off, if the position that becomes vacant is fewer months than the position held by the employee whose position was eliminated, all remaining employees in the classification of layoff will be placed on separate seniority lists based on the number of months worked. The least senior person on the higher number of months list will bump into the vacant position. (This procedure will be repeated if there are more than two lists for number of months worked.)

8.5.4. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such re-assignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

8.5.4.1. No regular employee shall be laid off from a position while an employee, not in the classified service, is serving in a position in the same classification for a scheduled leave with at least one (1) more month duration as of the effective date of layoff, unless the regular employee declines such assignment.

#### 8.6. Re-employment Rights

8.6.1. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as vacancies become available.

8.6.2. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employees' option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

8.6.3. An employee who is laid off and is subsequently eligible for re-employment shall be notified by the District, of opening(s), for which he/she is eligible. The notice shall be by

automated phone call to the last contact number of the employee on record with the District office.

- 8.6.4. In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered employment.
  - 8.6.5. An employee who has received and declined two (2) offers of employment in the classification from which they were laid off with the same or more hours than those held at the time of layoff, shall be removed from the re-employment list.
  - 8.6.6. Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
  - 8.6.7. The District may simultaneously send out notice of vacancies to more than one (1) person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
  - 8.6.8. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification, but with fewer hours, shall not affect his/her original sixty three (63) month rights to re-employment in his/her former classification and with the same number of hours. An employee given an offer of such re-employment does not need to accept re-employment to maintain his/her eligibility on the re-employment list provided the employee notifies the District of his/her refusal of re-employment within ten (10) calendar days from receipt of the re-employment offer. If the employee accepts re-employment, he/she must report to work within eleven (11) work days following receipt of the re-employment offer unless a later reporting date is indicated on the re-employment offer or the District approves a later reporting date.
- 8.7. Seniority During Involuntary Unpaid Status
- 8.7.1. Employees who return to work from an involuntary unpaid status of less than thirty-nine (39) months, shall retain their original hire date for all hours previously earned for seniority credit. During this unpaid status, no vacation, sick leave, holidays, seniority hours, or other leave benefits will accrue.
- 8.8. Sick Leave Hours
- 8.8.1. Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 8.9. Vacation and Compensatory Time
- 8.9.1. Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- 8.10. Fringe Benefits Continuance
- 8.10.1. With approval of the carrier(s), an employee who has been laid off shall continue to be covered with the benefits provided in Benefits Article in accordance with the Cobra Law provisions provided that the employee pays the full premiums in advance as prescribed by the District.

## ARTICLE 9 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### 9.1. Vacant Positions

#### 9.1.1. Posting Requirements

- 9.1.1.1. It is the intent of the parties that vacancies be posted as soon as reasonably possible, but within fifteen (15) business days of: 1) the creation of a new

position; 2) the determination to fill an existing position; or 3) the determination to fill a summer school position with a duration of 15 or more working days. Vacancies shall be posted at all work locations of the District and shall remain posted at all locations for not less than five (5) business days prior to being filled. Internal and external postings shall run concurrently. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee.

- 9.1.1.2. The administrator at each District work site will provide a designated area for displaying postings which is prominent, visible, and easily accessed by employees (i.e. staff lounge) during their work day. Site administrators will designate a site employee who will ensure that all postings are placed on this area. Site administrators will ensure that all classified employees at the site are notified of the area where postings will be placed. Any isolated department that does not have access to the above posting area must request of the Personnel Department that they receive an individual posting for their department.
- 9.1.1.3. All vacancy postings required under section 9.1.1.1 above shall include the class title of the vacant position, the current daily, weekly, or annual hours of employment, and the salary range which is assigned to the position. Such posting does not preclude the District from altering hours or site based upon the changing needs of the District.
- 9.1.1.4. During the months of April/May, the District will communicate to employees the manner in which summer work (as defined in 9.1.5) will be available.
- 9.1.1.5. Employees who apply for a position but are not selected may request the Assistant Superintendent, Human Resources, provide the reason(s) the candidate was not selected. When requested, the Assistant Superintendent, Human Resources, shall provide information in writing that will assist the employee to be successful when applying for future positions.
- 9.1.2. Employee Application Requirement
  - 9.1.2.1. An employee may apply for vacant positions by submitting a written application to the District Personnel Department within the posting period. An employee on a leave of absence during the posting period may submit his/her application personally or through his/her Association representative. Letters of recommendation from the employee's current supervisor shall not be an application requirement.
- 9.1.3. Employee Interview Process
  - 9.1.3.1. The District shall give internal applicants serious consideration for employment in any vacant position for which he/she applies within the posting period. Should an internal applicant exhibit that he/she meets the minimum qualifications defined in the job description and/or the posting for the vacant position, he/she shall receive an interview. The District reserves the right to limit internal interviews to seven (7).
  - 9.1.3.2. Internal candidates (9.1.3.1) shall be interviewed prior to external candidates. When an internal and external candidate are rated to be equally acceptable for the position the internal applicant shall be selected.

#### 9.1.4. Lateral Transfer

- 9.1.4.1. When an employee serving in the class in which the vacancy exists applies within the posting period for transfer to the position, she/he shall be granted the transfer providing the employee's last evaluation is satisfactory and contains no marks indicating "Not Satisfactory" or "Requires Improvement"; and the employee has served in the current position for at least twelve (12) months. If an employee received an evaluation with a "Not Satisfactory" or "Requires Improvement" indicated she/he has the right, if requested, to a new evaluation within a year. Other than determination of position scheduling compatibility, hours per day and months per year are not a consideration for eligibility.
- 9.1.4.2. When two or more employees serving in the class in which the vacancy exists so apply, and all employees meet the requirements of section (a) above, all employees will receive an interview. Seniority will be given consideration, second to ability and job knowledge.
- 9.1.4.3. Employees who are involuntarily transferred shall be notified in writing of the reason for and the effective date of the transfer at least three (3) working days prior to the effective date of the transfer.

#### 9.1.5. Summer Work/Summer School Hours

- 9.1.5.1. Summer School Hours shall be defined as classified work that supports the instructional program in session at times other than during the regular academic year.
- 9.1.5.2. Summer Work Hours are extra hours or short term assignments, typically of a deferred maintenance or special projects nature, which occur during the summer recess.
- 9.1.5.3. Summer work hours will be rotated as equally as practicable among classified unit members.
- 9.1.5.4. When a current District employee notifies the Director of Maintenance and Operations in writing of his or her desire for summer work, is able to meet the District's scheduling needs, and is able to satisfactorily perform the essential functions of the job, the District will give that employee hiring preference over external candidates.

#### 9.2. Reassignment

- 9.2.1. Reassignment is defined as working out of class temporarily. Employees who are assigned to temporarily assume a higher job classification for a period of more than five days within a 15-day calendar period, will have their salary adjusted upward for the actual period of such assignment. In order to receive adjustment, it is assumed that such change in assignment results in a significant change in duties.
- 9.2.2. This section does not imply that extra pay is due to an employee who assumes only incidental responsibilities of another employee or position when that employee is absent or the position is vacant.
- 9.2.3. The employee's step increment will remain unchanged if the temporary position is within the employee's job family. If the temporary position is outside the employee's job family, the employee shall be paid at the higher range but at the lowest step that is at least 5% higher than the employee's regular rate of pay. Upon returning to the former position, the pay shall revert to the lower range.

### 9.3. Employment

9.3.1. Permanency is achieved only if acceptable performance standards are met during the probationary period.

#### 9.3.2. Probationary Status

9.3.2.1. The serving of a probationary period is a part of qualifying for permanency in: 1) the classified service and 2) a class within that service. The term of probation in each case is 9 working months. When an employee attains permanency in the service and has not yet attained permanency in a class because of a change of class during his/her first year, he/she shall be considered permanent in the lower class until such time as he/she attains permanency in a class by virtue of completion of nine (9) working months of probationary service in that class.

9.3.2.2. Immediately following a probationary appointment, the supervisor shall discuss the standards of performance and behavior required of the employee and thoroughly explain what is expected of him/her. Performances and conduct shall be carefully reviewed and evaluated by the respective supervisors during probationary periods. At any time during the probationary period, the supervisor should discuss with the probationary employee any concerns that could potentially lead to termination of his/her employment in the District. The supervisor should meet personally with the employee (and provide written follow up), clearly identifying the specific concerns, providing suggestions for improvement, and plainly communicating that the concerns, if not addressed, could cause the termination of employment within the probationary period.

9.3.2.3. Probationary status may be terminated at any time within the nine-(9) working-months period by action of the Superintendent/designee, and without any right of appeal by the employee. Upon such termination, a new employee is released from District employment; a permanent employee in a new classification reverts to the permanent status of his/her former classification. An employee whose probationary status is terminated by the Superintendent/designee shall be notified in writing of the action.

#### 9.3.3. Permanent Status

##### 9.3.3.1. In the Classified Service

9.3.3.1.1. Permanency in the classified service is a status in which dismissal or disciplinary actions are subject to right of appeal by the employee, and in which he/she has seniority retention rights in case of layoffs for lack of work or funds.

9.3.3.1.2. New employees shall attain permanency in the classified service upon competent, satisfactory completion of nine (9) working months of regular service. Credit for temporary service, may be counted as regular service for this purpose.

##### 9.3.3.2. In a Class

9.3.3.2.1. Permanency in a class is a status in which an employee has the right of appeal in case of demotion.

9.3.3.2.2. An employee shall attain permanency in a class upon completion of nine (9) working months of regular competent, satisfactory service in positions within that class. Temporary service in a position to which an employee subsequently received a regular appointment will be counted provided there has been no break in service. If promotion occurs within

that year, the time served in the new classification will be counted toward permanency in the initial classification.

9.3.3.3. Extra Help

9.3.3.3.1. It is recognized that unit employees and the District occasionally experience frustrations due to short term peak workloads, extra work due to training needs, seasonal workload requirements, and during emergency situations. To provide mutual relief for these frustrations, the District may, as funds are available, employ and provide extra help employees for periods up to 60 cumulative working days in a fiscal year. Extra help employees shall be classified as probationary employees exceeding sixty (60) cumulative working days in a fiscal year.

9.3.3.3.2. It is understood that the District will provide the first opportunity for substitute work, extra help, and long-term assignments to employees on the 60-month re-employment list, within their classification or previously held classifications.

9.3.3.3.3. Additionally, employees serving in positions designated for layoff may be temporarily reassigned to fill in for a more senior employee on a leave of absence. The reassigned employee will not receive a layoff notice until the conclusion of the temporary assignment.

9.4. Evaluation and Step Increases

9.4.1. New Employees

9.4.1.1. Each new probationary employee shall be evaluated at the beginning of his/her sixth (6) month of regular employment. If the overall performance is deemed to meet or exceed standards, as indicated on the Classified Evaluation form, the supervisor shall recommend that the employee be granted permanent status. An overall performance that meets or exceeds standards contains no more than three marks indicating needs improvement and/or unsatisfactory. The supervisor shall recommend that the employee be given a one-step increase, provided the employee was not hired at the E step. The step increment becomes effective on the first day of the month following the month in which the employee completed six (6) working months of regular service. This date is used to establish the anniversary date for eligibility for succeeding step increases.

9.4.1.2. If the supervisor feels that the performance of a new employee does not warrant six (6) month permanent status and step increase, these items are withheld pending further evaluation by or before the beginning of his/her ninth (9) working month of regular employment. Based upon improvement in the employee's performance, as reflected in a subsequent special evaluation report, permanent status and step increase may be granted on the first day of any month from the seventh to the ninth working month of employment. This date then becomes the basis for establishing the anniversary date for eligibility for succeeding step increases.

9.4.1.3. If the employee does not attain permanence at the sixth (6) working month of employment, a final probationary evaluation shall be made at the end of the ninth (9) working month of service, signed by the supervisor and the employee, and submitted to the Personnel Office at the beginning of the tenth (10) month of regular employment.

#### 9.4.2. Permanent Employees

- 9.4.2.1. A permanent employee serving a probationary period in a new classification following promotion or transfer shall be evaluated at the same intervals as a new employee.
- 9.4.2.2. If the permanent employee's performance in the probationary class is unsatisfactory, as indicated on the Classified Evaluation form, the employee shall revert to a permanent status in the class in which he/she holds permanency. The employee's former anniversary date and any step increase for which he/she would have been eligible if the employee had remained in the permanent class will be restored.
- 9.4.2.3. Commencing the second year of placement on the "E" step (or above) of the Classified Salary Schedule, employees shall be evaluated at least once every other year. The evaluation(s) shall be concluded on or before the employee's anniversary date.

#### 9.5. Monitoring Devices

- 9.5.1. The primary purpose of Monitoring Devices (e.g., cameras, GPS) is to ensure student safety, deter misconduct of students and promote the District's safety/security policies and procedures. The Director/Supervisor of Transportation and all District bus drivers will obtain training in the proper utilization, operation and monitoring of the devices.
- 9.5.2. The parties understand and acknowledge that the District will only review data from Monitoring Devices for the purpose of employee discipline in response to documented (by the District) complaints or allegations of misconduct based upon specific articulable facts.
- 9.5.3. Review of data will be limited to three (3) business days before and after the date (or date range) of the alleged misconduct. If misconduct is substantiated, the District may extend its review of data by an additional six (6) months. The District may utilize the data discovered for employee disciplinary purposes. Absent serious misconduct, data review will not exceed the parameters set forth above. Further, discipline shall be limited in accordance with California Education Code Section 45113 and the principles of just cause.

9.6. Licensing Fees – Department of Motor Vehicles and Highway Patrol licensing fees that are required of drivers for re-certification every four (4) years will be reimbursed by the District

9.7. The District will provide a medical contractor to unit members for initial medical services related to renewal of the medical card. Sleep Apnea testing required by the District's contractor shall also be provided by the district.

9.7.1. An employee who chooses to utilize his/her personal physician shall be eligible for reimbursement (with receipts) not to exceed the amount charged by the district's medical contractor. Reimbursement shall only be for costs related to the initial medical services.

9.8. In-Service Training – Ten (10) hours of classroom in-service training will be offered each year to current drivers. This training will be provided in two (2) 5 hour increments each year on a designated in-service day.

## ARTICLE 10 – COMPENSATION

### 10.1. Salary

10.1.1. For the 2014/15 and 2015/2016 fiscal years:

- 10.1.1.1. Each cell of the classified salary schedule in effect for the 2014-2015 school year shall be increased by six point one percent (6.1%) effective July 1, 2014; and an additional four point five percent (4.5%) effective July 1, 2015.
- 10.2. Reclassification/Compensation Survey
  - 10.2.1. The District and the Association shall maintain an Employee Reclassification Committee, charged with surveying salaries within a classification (salary study) and identifying employees who work outside their respective job classification (reclassification study).
  - 10.2.2. The results of these studies will be negotiated as part of the compensation re- openers.
- 10.3. Stand-By Alert
  - 10.3.1. Employees in the unit who are assigned Stand-By Alert Duty shall be paid \$2.00 per hour, except that employees shall be paid double this rate, as outlined in Section 10.9, for any twenty-four (24) hour period of duty on an authorized paid holiday. An employee on stand-by alert is one who is required to be available by phone/pager and respond when called.
- 10.4. Shift Differential
  - 10.4.1. All classified employees who begin their normal workday between 2:00 p.m. and 4:30 a.m. will be provided a 5% shift differential.
  - 10.4.2. Employees who are regularly assigned shifts eligible for this shift differential shall not receive a reduction in salary when they are on occasion called in to start work prior to 2:00 p.m. Employees whose shifts normally are rescheduled during the summer months to begin prior to 2:00 p.m. will go off the shift differential rate while so assigned.
- 10.5. Longevity Increments
  - 10.5.1. Longevity increments reached on or after July 1, 1986 will be subject to an additional 2-1/2% or total of 5% in a manner that maintains the integrity of the salary schedule.
- 10.6. Annualized Salaries
  - 10.6.1. Less than twelve-(12) month employees will be given the option of voluntarily receiving their annual pay over a 12-month period rather than as earned. PERS will be reported as earned.
- 10.7. Employee Assistance Program
  - 10.7.1. The District will maintain Detoxification and Rehabilitation coverage to existing health insurance program options for employees only. This additional benefit shall become effective after enrollment procedures are completed with the health insurance firms.
    - 10.7.1.1. An Employee Assistance Program shall be implemented and be available to all regular employees working at least 20 hours per week.
- 10.8. Professional Growth
  - 10.8.1. The professional growth award program shall be conducted in accordance with District Policy and Administrative Regulations 4231. All classified employees within the District shall be eligible to participate.
- 10.9. Holidays
  - 10.9.1. Unit members required to work on the actual holidays listed below will be paid a double time rate for work completed. Those holidays without a state or federal mandated observance date shall be observed on a date as determined by the Board and are notated as "flexible".
    - 10.9.1.1. January 1 - New Year's Day
    - 10.9.1.2. Martin Luther King Day

- 10.9.1.3. Presidents' Day (3<sup>rd</sup> Monday in February formerly referred to as Washington's Birthday)
- 10.9.1.4. Lincoln's Birthday (Flexible)
- 10.9.1.5. Memorial Day - Last Monday in May
- 10.9.1.6. July 4<sup>th</sup>
- 10.9.1.7. Labor Day
- 10.9.1.8. Admission Day - (Flexible) - For consistency with Board policy, this holiday will be observed the Wednesday prior to Thanksgiving.
- 10.9.1.9. Veterans' Day - November 11
- 10.9.1.10. Thanksgiving Day, the day after Thanksgiving
- 10.9.1.11. December 24, Christmas Eve, and December 25 - Christmas Day
- 10.9.1.12. All twelve-(12) month employees will be granted one (1) non work day between Christmas and New Year's Day. For year-round education employees, the non-work day may be substituted for a day during spring break. All regular employees working less than a twelve (12) month service contract will be granted one (1) non-work day. The non-work day will be taken on a designated non-student day with approval of the site administrator/supervisor. For the 2000-01 school year and continuing until staff development days are returned to the school calendar, all 9-1/2 month employees will take the equivalent of their workday off early after the students leave on super minimum days. Each employee will figure his/her own time and notify the principal or supervisor.

#### 10.10. Employee Fringe Benefits

- 10.10.1. Effective July 1, 2015, the Single medical cap will be \$550. The Family medical cap will be \$700. Premium amounts in excess of the limit will be collected from enrolled employees via payroll deductions submitted by the District to the insurance companies
- 10.10.2. Benefits for new part-time unit members shall be pro-rated for employees working 50% or more. Current Relief Drivers shall not be considered as "new" unit members when accepting a bid route. An employee who was part-time on March 9, 1999 (the date of the original agreement), however, shall continue to receive a contribution for benefits on the same basis as a full-time employee, provided he/she remains a part-time employee and remains at least 50%. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated.
  - 10.10.2.1. A full-time employee is one whose average daily hours equal eight (8). Average daily hours will include bid hours and extra assignments. Any full-time employee hired after April 1, 1999, who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated. A part-time employee's pro-rata amount shall be determined based upon the average daily hours calculated during the month of November.
- 10.10.3. Bargaining unit members may voluntarily participate in the IRS Section 125 plan.
- 10.10.4. During the term of this contract, the District may, with input and concurrence of the District Benefits Advisory Committee, obtain insurance bids and change companies, so long as the overall benefit levels are substantially the same or better than those provided in the current health and dental insurance plans.
  - 10.10.4.1. Implementation of new programs and/or new insurers would not be immediate but would be implemented as soon as possible within existing job demands and dollar limitations.
- 10.10.5. In Lieu of Insurance

- 10.10.5.1. Effective July 1, 2007, the employee payment in lieu of medical insurance coverage shall be capped at the 2006/2007 rate. The District shall make a monthly payment equal to half of the lowest health insurance premium in effect on July 1, 2006, (\$175.17) to those eligible unit employees electing not to enroll in any of the major health insurance plans offered by the District. The employee must provide proof of adequate health insurance coverage to be eligible for this option.
  - 10.10.5.1.1. Limitations:
    - 10.10.5.1.1.1. Eligible employees may contribute, in compliance with law, moneys in Tax Shelter Annuities, with any of the companies who have TSA contracts established with the District.
    - 10.10.5.1.1.2. Some of the District's master contracts with health insurance companies prohibit enrollment of eligible employees of the employer as family members, dependents. Employees must have adequate health insurance coverage prior to electing the TSA plan.
    - 10.10.5.1.1.3. Employees requesting TSA option must have all required forms and procedures completed with the District Accounting/Payroll Department.
- 10.10.6. Retiree Health Insurance Benefits
  - 10.10.6.1. For the period of this contract, the District agrees to pay health insurance premiums for eligible unit retirees. These payments will be made for the shortest of the following periods:
    - 10.10.6.1.1. Ten (10) years, or
    - 10.10.6.1.2. Until the retiree reaches the age of eligibility to receive Medicare benefits.
  - 10.10.6.2. Eligibility Requirements
    - 10.10.6.2.1. Must be eligible for placement on Step E of the unit employee salary schedule.
    - 10.10.6.2.2. Ten (10) years or more of continuous in-District service.
    - 10.10.6.2.3. Currently assigned to a position requiring four (4) or more hours of daily and nine (9) or more months of yearly for the last three (3) consecutive years.
    - 10.10.6.2.4. Eligible for PERS retirement.
    - 10.10.6.2.5. Official Resignation: During the term of this agreement, an official letter of resignation or notice of disability retirement shall be submitted to the Assistant Superintendent, Human Resources, or designee, no later than June 30th of the year in which the employee retires.
    - 10.10.6.2.6. The retiree shall have actually been an employee of the District during the term of this Agreement.
    - 10.10.6.2.7. The District's payment for these benefits shall be limited to the "CAP" insurance amount in effect at the time of his/her District-accepted retirement.
    - 10.10.6.2.8. Eligible retirees will have a choice of any of the District's currently offered health insurance plans, subject to any restrictions imposed by the insurance provider or law.
    - 10.10.6.2.9. Retirees under the age of 65 who reside outside of their health plan service area may receive an amount of money equal to the cost of the

least expensive in-area retiree health plan. This money will be in lieu of participation in one of the District's currently offered health insurance plans.

- 10.10.6.2.10. The District will require annual verification of alternative coverage as a condition of continued eligibility.
- 10.10.6.2.11. This coverage is for the retiree only; however, dependent coverage can normally be purchased by submission of the required monthly premium to the District accounting office.
- 10.10.6.2.12. The retiree will have the opportunity to continue participation in his/her chosen program by means of paying his/her own premiums, subject to restrictions by the insurance provider or law.
- 10.10.6.2.13. Surviving spouses of District retirees may voluntarily continue participation in the program previously selected by the retiree. This participation will be paid for by the surviving spouse and subject to restrictions by the insurance provider or law.

## ARTICLE 11 - HOURS OF EMPLOYMENT

- 11.1. Unit employees' hours shall be established by the District in conformance with state law.
- 11.2. The District and CSEA will mutually explore optional work schedules for bargaining unit members. Any considered schedules will be in compliance with the Fair Labor Standards Act and will not create additional cost for the District.
- 11.3. Work Calendars
  - 11.3.1. The District shall provide school site employees working less than twelve (12) months with a start and end date appropriate to their work assignment {i.e., ten (10) months}. Non-school site employees working less than twelve (12) months shall be provided a blank calendar for the employee to submit to his/her director/supervisor for approval and submission to the Human Resources Department.
- 11.4. WORK SCHEDULES
  - 11.4.1. Bus drivers who are required to work a broken shift shall be paid for actual hours worked plus an extra one-half (1/2) hour per day as compensation for the broken shift. A broken shift is defined as a schedule providing one (1) break of more than two (2) hours or two (2) or more breaks, in excess of thirty (30) minutes each, during a normal working day. This broken shift pay will only apply to work days that total less than 8 hours.
  - 11.4.2. Regular hours: Bus Drivers:
    - 11.4.2.1. Regular daily hours for the year are established based on driver's selection or assignment of route during the school year.
    - 11.4.2.2. Regular hours are those worked on daily assigned routes to and from school, including the following allowances:
      - 11.4.2.2.1. Fifteen (15) minutes engine warm up and bus check prior to first daily run. Twenty (20) minutes for buses equipped with dual air brake system.
      - 11.4.2.2.2. Five (5) minutes prior to first P.M. assignment drivers will be on duty.
      - 11.4.2.2.3. Ten (10) minutes clean-up allowance after completion of daily run.
      - 11.4.2.2.4. All layover time of thirty (30) minutes or less between all regular assignments and trips.

- 11.4.2.2.5. Ten (10) minutes for checking mail. Mail should be checked prior to P.M. route. Each driver will check his/her mail
- 11.4.2.2.6. Forty-five (45) minutes minimum for each portion of time of paid status
- 11.5. GUARANTEED HOURS
  - 11.5.1. Thirty (30) minutes each for filling out either the A.M. or P.M. load count form
  - 11.5.2. One (1) hour for rewriting routes. Additional time must be approved by the Director of Transportation
  - 11.5.3. Bus Evacuation is paid for time worked
  - 11.5.4. Two (2) hours minimum for any call back after regular bid work shift hours
  - 11.5.5. Drivers receive bid hours for any workshop at year end and start of school (i.e. if the workshop totals five (5) hours, drivers are entitled to their contracted hours, if more than the workshop)
  - 11.5.6. Forty-five (45) minutes for returning buses to Rancho Cordova from Folsom at vacations, winter spring break and year-round
  - 11.5.7. Forty-five (45) minutes minimum for any call out after an unpaid break (i.e. reading run, kindergarten, trip)
  - 11.5.8. Actual time spent for fueling Folsom parked buses, to a maximum of one (1) hour
  - 11.5.9. Actual time spent for washing exterior of buses, to a maximum of one (1) hour
    - 11.5.9.1. Approval is required if washing is needed more than once a week or if washing time required will exceed eight (8) hours
  - 11.5.10. Drug and alcohol testing will be paid for time spent in the testing process
  - 11.5.11. Minimum of one (1) hour for a meeting designated as part of the regular work day. If a driver is called back to work for a mandatory meeting, call-back pay applies. Any meetings called that are voluntary are unpaid and are up to the individual to attend
- 11.6. OVERTIME
  - 11.6.1. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether the time is prior to or after the regularly assigned work time. This does not apply to employees who are working a four/ten schedule, unless they are asked to work more than 40 hours in a week. In addition, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate for all work on the sixth and seventh days. Employees shall be compensated at a double time rate for the time worked beyond eight (8) hours on the seventh consecutive day.
    - 11.6.1.1. An employee who works beyond their regularly assigned work week but less than forty (40) hours per week shall be compensated at the same hourly rate as their normal rate of pay for the additional time worked. An employee may elect to take compensatory time off in lieu of cash compensation for this additional work. When compensatory time off is chosen in lieu of cash compensation, the time off will be taken at a rate equal to the time worked. For example, one extra hour worked equals one hour compensatory time.
  - 11.6.2. Overtime Distribution - The opportunity to take overtime shall be distributed and rotated as equally as practicable at each site among the employee classes appropriate to the nature of the work to be performed.
- 11.7. TRIP ASSIGNMENTS
  - 11.7.1. Trips are those requests for transportation that are for longer than two (2) hours and are submitted on a trip request form. All other work is considered route or extra work.

11.7.2. Trip assignments will be made based on the following matrix:

<b>Trip</b>	<b>Special Needs</b>	<b>Regular Ed</b>
Monday-Friday		X
Weekend/Holiday*		X
Snow	X	X
Monday-Friday Special Ed**	X	†
Weekend/Holiday* Special Ed**	X	†

\*Based on time of departure.

\*\*Special Education Teacher or Special Needs Bus.

†Only if Special Needs drivers are unable to fill the trip request. This is a chargeable trip.

- 11.7.3. All trips will be assigned on Wednesday for the following week.
- 11.7.4. If a trip comes into the office late, it will be assigned to the driver who is, at that time, up for a trip. If the driver cannot be reached to assign a last minute trip or refuses a trip assigned within 24 hours prior to departure, he/she will not be charged for that trip.
- 11.7.5. Trips may be split in two (2) parts--delivery and pickup. This will result in the driver returning to the parking lot during the middle part of the day or to his/her regular schedule. Weekday split trips will be compensated for actual hours worked. Individuals providing one part of the split trip will be charged for the trip. Normally, trips out of the general area (greater than thirty (30) miles one way will not be a split trip.
- 11.7.6. If a driver does not have the appropriate size bus and/or needs a bus with a luggage compartment for a trip, a bus will be assigned to the driver. This can result in a bus being taken off the regular route and the driver of that route being assigned to another bus.
- 11.7.7. When a mandatory meeting is called, a driver who has been assigned a trip will not be charged for the trip and will attend the meeting.
- 11.7.8. If two (2) or more buses are scheduled for trips, it will be the responsibility of the senior driver to assign average loads per bus. Minimum loads for eleven (11) row buses are forty-four (44) students, and for thirteen (13) row buses, fifty-two (52) students.
- 11.7.9. If the number of passengers is not sufficient to justify the use of all buses originally scheduled, it will then be the responsibility of the senior driver to cancel the trip request of a volunteer driver or the least senior driver not required to take the trip.
- 11.7.10. The driver will be compensated a maximum of six (6) hours if there is a cancellation of a trip on a Saturday, Sunday, or holiday, and the bus driver has already reported for work. This time falls into "Lost Hours" status as outlined in Section 10 of this article. If the employee chooses to refuse the lost hours, he/she will be paid call back time as outlined in Section 11.5.4 above.
- 11.7.11. The driver shall be available up to two (2) hours before the scheduled trip. However, no compensation is allowed if the trip is canceled before the driver leaves home.
- 11.7.12. If a trip is scheduled one-hour after the assigned driver's last run, it will be considered a night trip. Night trips canceled after returning to the yard for the field trip will be compensated at a minimum of two (2) hours or actual hours worked.
- 11.7.13. If a driver has an overnight trip, it will be considered as one (1) trip.

- 11.7.14. When a bus driver stays overnight on a trip, he/she will be paid for a full eight (8) hour day for the days involved or actual driving time, whichever is greater. The driver will fill out a driver's log.
  - 11.7.15. Trips will be assigned by the strict rotation concept, by program (Regular Ed or Special Needs), and in the numerical order given the trip request. This will include winter and spring vacations, as well as Saturday, Sunday, and holidays.
  - 11.7.16. Canceled trips - Only canceled trips may be made up.
  - 11.7.17. Any trip assigned on a non-driver work day will be considered a six (6) hour minimum day, or actual time worked, whichever is greater.
  - 11.7.18. Travel Expenses - Drivers will be reimbursed for actual and necessary expenses for food and lodging in accordance with District Policy 3300 and 3350 by submitting appropriate receipts.
  - 11.7.19. On District trips when drivers are unable to use their own cars to go get meals and use restroom facilities, buses may be used as the driver's transportation.
  - 11.7.20. If a driver is scheduled for a trip which conflicts with a midday route, and that trip causes the driver to have less than his/her daily route hours, the driver will be considered to be in a "Lost Hours" status.
- 11.8. QUALIFICATIONS
- 11.8.1. Any permanent driver will be eligible to be placed on the Field Trip rotation list provided the following conditions are met:
    - 11.8.1.1. Drivers must have a minimum one (1) year experience with the District as a driver.
    - 11.8.1.2. Upon completion of Field trip training, drivers driving Regular Ed buses will be eligible for the regular education field trip rotation. Special Ed drivers will be eligible for spec education field trip rotation.
    - 11.8.1.3. If a period of one (1) year or more elapses after training, prior to the driver being assigned to the field trip rotation, the driver will be required to show proficiency in the appropriate skills. Opportunity to show proficiency will be made available within one month of the requirement.
    - 11.8.1.4. Approval for assignment to field trip rotation will be determined by the Director of Transportation with input from the Driver Instructor. If an employee is not approved to be in the field trip rotation, they may schedule a meeting with the Director of Transportation to discuss the specific reason(s) they are not qualified.
  - 11.8.2. Any permanent driver may request field trip training (consisting of night, city, and mountain driving skills).
  - 11.8.3. Any permanent driver may request snow training provided the following conditions are met:
    - 11.8.3.1. Driver must have a minimum of three (3) years of experience with the District as a field trip driver, qualified in all aspects of field trip driving.
    - 11.8.3.2. Drivers must be able to demonstrate proficiency in a Regular Ed bus.
    - 11.8.3.3. If a period of one (1) year or more elapses after snow trip training, prior to the driver being assigned to the snow trip rotation, the driver will be required to show proficiency in the appropriate skills. Opportunity to show proficiency will be made available within one month of the requirement.
    - 11.8.3.4. Approval for snow trip training will be determined by the Director of Transportation with input from the Driver Instructor. If an employee is not approved to be in the field trip rotation, they may schedule a meeting with the

Director of Transportation to discuss the specific reason(s) they are not qualified.

11.8.4. Field trip training, including snow trip training, will be given at least once per year.

11.8.5. Snow trip training will be given during conditions that allow for complete snow training.

#### 11.9. BIDDING

11.9.1. Bidding for Bus Drivers and Bus Attendants will be by seniority. Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification. Employees who voluntarily terminate their employment with the District will establish a new date of hire when re-employed with the District; for bidding purposes only.

11.9.1.1. If two (2) or more Bus Drivers have the same date of hire, the determination as to seniority, for bidding purposes only, shall be determined by the date and time of issuance of their school bus driving certificate.

11.9.1.2. If two (2) or more Bus Attendants have the same date of hire, the determination as to seniority, for bidding purposes only, shall be determined by draw.

11.9.2. New route sheets, with Bus Attendant, if required, noted will be provided one week prior to bidding. Bidding will occur during the 7<sup>th</sup> week after the start of school.

11.9.3. The Director of Transportation will confirm in writing the route and bus selection made by drivers and attendants.

11.9.4. The Director of Transportation reserves the right to make route and bus changes to meet special needs of the District.

11.9.5. Regular drivers will cover midday runs, activities runs, and athletic runs before relief drivers, on a seniority basis. Exceptions are as follows:

11.9.5.1. If a relief driver is covering a half-day route, it will include all midday runs, activities runs, and athletic runs assigned to that portion of the route. (i.e., A.M. run includes kindergarten route and P.M. run includes activity run.)

11.9.5.2. If a relief driver is assigned coverage of a full-day route, it will include all regular assignments for that route.

11.9.6. Summer Assignments will be made in accordance with the bidding process. Drivers and attendants must be available for the complete duration of summer school. All field trips will be assigned to the drivers on a rotation basis. All field trips requiring a bus attendant will be assigned to the bus attendants on a rotation basis. A separate summer trip list will be maintained for summer assignments.

11.9.7. A vacated route is defined as a complete and current route and bus that is available for assignment as a result of a driver or bus attendant terminating employment or receiving promotion or a driver or bus attendant transferring out of the department.

11.9.7.1. Portions of the route may be modified, as determined by the Director of Transportation, or added to other routes.

11.9.7.2. After adjustments have been made in the route, it will be put up for bid within twelve (12) working days.

#### 11.10. LOST HOURS

11.10.1. It is the driver's responsibility to notify dispatch of lost time daily (i.e., loss of riders, temporary or permanent). If a driver incurs a loss of hours of 11.10.1.1 or 11.10.1.2 below, the procedure for making up driver's hours will be used. If the driver, after accepting all requests for coverage, trip assignments, and other assignments, is still deficient in hours, he/she will be paid for the remaining loss of hours.

11.10.1.1. A driver who is assigned fewer hours at the beginning of a new year (prior to the bidding process) than they had at the end of the previous school year.

- 11.10.1.2. A driver's route is changed by the Director of Transportation after the October bidding process to meet a change in the District's needs.
- 11.10.2. If a driver refuses to work the extra hours to make up lost time, the driver forfeits his/her pay for the time not worked that day.
- 11.10.3. Procedure for making up lost hours:
  - 11.10.3.1. Coverage - First priority is given to normal routes and hours.
  - 11.10.3.2. Trip assignment - A driving assignment that does not interrupt rotation.
  - 11.10.3.3. Other assignments reasonably related to a driver's position.
  - 11.10.3.4. Lost hours are to be assigned in reverse seniority.
- 11.11. EXTRA ASSIGNMENTS
  - 11.11.1. Extra assignments occur in order to provide for coverage, one-way trips, or as other related duties of a driver and/or attendant. Extra assignments and/or overtime shall be assigned by seniority when feasible, as determined by the Director of Transportation or designee. Management reserves the right to make extra assignments to provide time for drivers with lost hours or to meet District needs. Assignment of drivers to extra duties will be based on the needs of the District, safety, economy, and on a seniority basis.

## ARTICLE 12 - LEAVES

### 12.1. Definition of Immediate Family

- 12.1.1. A member of the immediate family, as used in this section, means: the employee's spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, aunt, uncle, the employee's or spouse's mother, father, grandmother, grandfather, grandchild, any relative living in the immediate household of the employee and a domestic partner.

### 12.2. Sick Leave

- 12.2.1. Paid sick leave for personal illness, injury, or quarantine, will be granted to all employees on the basis of twelve (12) working days, or one (1) day per month, per year. Employees working less than eight (8) hours per day and/or less than twelve (12) months per year shall receive their pro rata share for sick leave.
  - 12.2.1.1. Permanent employees shall be credited annually with one year's allowance of sick leave, which must be subsequently earned. In the event an employee leaves the District after having used more than the total amount earned at the rate established above, the unearned portion shall be deducted from his/her final warrant.
  - 12.2.1.2. New employees of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
  - 12.2.1.3. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district pursuant to the Education Code.
  - 12.2.1.4. Medical Verification
    - 12.2.1.4.1. After an absence due to illness or injury exceeding three (3) consecutive work days, the District may require an employee to provide medical verification of his/her illness from his/her medical provider.
    - 12.2.1.4.2. The District reserves the right to require future medical verification of illness after an absence of less than (3) consecutive work days when

there are specific articulable facts to support that sick leave has been abused by the employee.

12.2.1.4.3. If the District requires medical verification, the District shall notify the employee of the time period through which it requires such verification; and

12.2.1.4.4. The District shall reimburse the employee for the cost of the examination or copay required to obtain the medical verification (whichever is less) up to the standard charged by the local urgent care facility (e.g. Med 7, currently \$159-\$232).

12.2.1.5. An employee shall report his or her need to be absent from work as soon as is reasonably possible. Typically, this notification should occur at least two hours prior to commencement of the employee's shift. Where the employee either knows or reasonably believes that the absence will exceed one (1) day, the employee shall advise the supervisor/designee of the anticipated length of absence and projected date of his/her return to duty.

### 12.3. Personal Necessity Use of Sick Leave

12.3.1. Each school year, an employee may elect to use accumulated paid sick leave for personal necessity at the rate listed below:

12.3.1.1. Eight (8) days of leave having worked ten (10) years or less in the District.

12.3.1.2. Ten (10) days of leave having worked more than ten (10) years in the District.

12.3.2. Sick leave for personal necessity may be used with no advance permission required for the following reasons:

12.3.2.1. Death or serious illness of a member of the immediate family. Leave under this section would be in addition to normal bereavement leave.

12.3.2.2. Accident involving the employee or the employee's property or the person or property of a member of the immediate family.

12.3.2.3. Emergency situation involving the employee or employee's property or the person or property of a member of the employee's immediate family, of such a nature that the immediate presence of the employee is required during the workday. An emergency shall be defined as a situation that can neither be planned nor anticipated.

12.3.2.4. To attend the wedding or graduation ceremonies of a member of the immediate family.

12.3.2.5. Two (2) days per school year to attend to the educational needs of the employee's child (ren).

12.3.3. Advance permission required from immediate supervisor for the following reason:

12.3.3.1. In special cases, this leave may be used in the case of the death of others particularly close to the employee

12.3.3.2. Legal matters

12.3.3.3. Moving (2 days per year)

12.3.3.4. Religious Holiday (2 days per year).

12.3.4. With approval of the Assistant Superintendent, Human Resources, and verification by a physician, an employee may use an additional ten (10) days for the following reason:

12.3.4.1. The life threatening illness, injury, or operation of an immediate family member.

### 12.4. Perfect Attendance Leave

12.4.1. Effective 7/1/2001, employees who have perfect attendance (excluding Release Time, Jury Duty, Military Duty, Annual Leave, Non-student/Float Day), will be entitled to one

floating holiday to be used in the following school year. This leave will not accrue and must be taken in the year granted.

- 12.4.2. Leave shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible, giving preference to employees on the basis of seniority when possible.

## 12.5. Catastrophic Leave Bank

### 12.5.1. Creation and Purpose

- 12.5.1.1. The Association and the District agree to create a Catastrophic Leave Bank ("Bank") effective July 1, 2012.
- 12.5.1.2. Catastrophic Leave will permit classified employees of the District to donate days to a Bank that will administer those days according to the terms of this section.
- 12.5.1.3. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, excluding differential leave. A doctor's verification is required.
- 12.5.1.4. The "immediate family", for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, step-child, parent, and any relative currently living in the immediate household of the employee.
- 12.5.1.5. Days in the Bank shall accumulate in the Bank from year to year.
- 12.5.1.6. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District. Appointments shall be made on a bi-annual basis.

### 12.5.2. Eligibility and Contributions

- 12.5.2.1. All classified employees of the District (excluding substitutes) with one year of service within the District are eligible to contribute to the Bank.
- 12.5.2.2. All contributions to the Bank will be in the form of personal necessity days.
- 12.5.2.3. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 12.5.2.4. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank or may join during the period in which an additional day contribution is required of the Bank.
- 12.5.2.5. The contribution, on the appropriate form, must be authorized by the unit member.
- 12.5.2.6. Members wishing to cancel must notify the Human Resources Department in writing within the first 30 calendar days of the school year. Sick leave contributed to the Bank shall not be returned.
- 12.5.2.7. If the number of days in the Bank drops below 25% of the amount equivalent to the number of members in the Bank, an additional contribution of the equivalent of one additional day (based upon the employee's FTE), shall be required of each member. The member may, within 30 calendar days, either contribute or cancel. Sick leave contributed to the Bank shall not be returned. If a mid-year contribution is required and a current member does not have any personal necessity days remaining, the member may contribute a sick day.

- 12.5.2.8. Employees returning from extended leave will be permitted to contribute within 30 calendar days of beginning of work. The District shall supply enrollment forms for the Bank to all employees.
- 12.5.2.9. Full and part-time employees wishing to participate in the Bank shall make an initial contribution of 8 hours of personal necessity the first year of participation, between October 1st, and October 31st.
- 12.5.2.10. If an employee's FTE increases after they have donated to the Bank, they are responsible to increase their donation to be eligible to withdraw from the bank at their new FTE rate.
- 12.5.3. Application for Withdrawal from the Bank
  - 12.5.3.1. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
  - 12.5.3.2. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
  - 12.5.3.3. A minimum of ten workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury recurs within twelve months of the beginning of the leave, the ten-day requirement will be waived.
  - 12.5.3.4. Family members may apply for catastrophic leave on behalf of the unit member.
  - 12.5.3.5. Leave is granted for up to thirty (30) work days at a time to a maximum of ninety (90) work days. The ninety (90) work day limit may be waived by a unanimous vote of the Catastrophic Leave Committee.
  - 12.5.3.6. The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.
  - 12.5.3.7. If the unit member is receiving Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
  - 12.5.3.8. If no leave days are available in the Bank, the District has no obligation to provide leave.
- 12.5.4. Administration of the Bank
  - 12.5.4.1. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
  - 12.5.4.2. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
  - 12.5.4.3. All requests and actions by the Committee will be confidential.
  - 12.5.4.4. The District will keep records and notify the committee monthly of the new members and days remaining in the Bank.
  - 12.5.4.5. If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
  - 12.5.4.6. If the number of days accumulated is maintained at or above 25% of the amount equivalent to the number of members in the Bank, no contributions will be assessed for that year except for new members wishing to join the Bank.
- 12.6. Annual Leave/Vacation
  - 12.6.1. Employees earn vacation credit for all hours in paid status including holidays and leaves of absence, except for those hours considered as overtime. Credit is not earned during any period of unpaid status.
  - 12.6.2. All employees shall earn vacation credit at the following rates:

- 12.6.2.1. Ten (10) hours per month during the first ten (10) years of service with the District.
- 12.6.2.2. Thirteen and one-third (13-1/3) hours per month thereafter beginning on the first day of the month following their tenth year of service.
- 12.6.2.3. Part Time Employees
  - 12.6.2.3.1. Vacation credit for part-time employees is pro-rated according to the ratio of the employees' paid hours in a month as compared to those of a full-time employee. Credits are computed upward to the nearest quarter hour.
- 12.6.2.4. Twelve-Month Employees
  - 12.6.2.4.1. Not more than thirty (30) days of accumulated vacation credit may be carried forward from one vacation year to another. A vacation year is defined as October 1 to September 30. A notice of an employee's vacation credit will be sent to each twelve-month employee by July 15 of each year.
  - 12.6.2.4.2. In any school year which exceeds 260 work days by one (1) day, inclusive of holidays, twelve-month employees will be granted one additional day of annual leave/vacation. This day shall be observed on the first regular work day following the December 25th Holiday. In any school year which exceeds 260 work days by two (2) days, inclusive of holidays, twelve month employees will be granted two additional days of annual leave/vacation. The first of these two days shall be observed on the first regular workday following the December 25th Holiday, and the second of these two days shall be observed on the last regular work day prior to the December 25th Holiday.
- 12.6.2.5. Less-Than-Twelve-Month Employees
  - 12.6.2.5.1. Employees who work less than twelve (12) months per year will take their vacations during the winter and spring breaks and immediately following the end of the school year. Less-than-twelve-(12) month employees may not carry vacation leave forward to the next school year. Any remaining vacation leave credit will be paid on the June 30 pay warrant.
- 12.6.3. Vacation leave shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible. Preference is to be given to employees on the basis of seniority when possible.
- 12.6.4. Vacation Leave in the Absence of Sick Leave
  - 12.6.4.1. Vacation leave credit will be used for accident or illness absences immediately after all other accident or illness entitlements have been exhausted and the employee is unable to return to work. Vacation leave credit may also be used for cases of personal necessity after all sick leave credit has been used.
- 12.6.5. Separation
  - 12.6.5.1. Upon separation from employment with the District, employees with more than six (6) months of service shall be entitled to lump sum compensation for all earned and unused vacation credit, not to exceed thirty (30) days.
- 12.7. Illness During Vacation
  - 12.7.1. According to Ed. Code 45200, if an employee is ill during his/her vacation period, those days may be charged to his/her accumulated sick leave at his/her option. Verification from a physician may be requested by the District to confirm the illness if it exceeds

three (3) days. If the employee is not covered by health insurance, the District will pay for the cost of the examination.

#### 12.8. Industrial Accident or Illness Leave

12.8.1. The following provisions shall apply to an industrial accident or industrial illness leave by a member of the bargaining unit.

12.8.1.1. Up to sixty (60) working days of pay and benefits shall be allowed in any one fiscal year for the same accident illness.

12.8.1.2. Industrial accident or illness leave will commence on the first day of absence.

12.8.1.3. Allowable leave shall not be cumulative from year to year.

12.8.1.4. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

12.8.1.5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

12.8.1.6. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of the state, exceed the normal wage for the day.

12.8.1.7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.

12.8.1.8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time off, vacation, or other available leave, which when added to the Worker's Compensation award, provide for a full day's wage or salary.

12.8.1.9. Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

12.8.1.10. If periods of leave of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. Prior to taking such action, the employee shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request additional leave. To be considered, the request for additional leave must be received by the District within ten (10) calendar days after the written notice from the District has been mailed to the employee's last home address on file in the Personnel Office. When available, during the 39-month period, and if medically released to assume the duties, the person shall be employed in a vacant position in the class of the person's previous assignment. This employment will be over all available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

#### 12.9. Differential Leave

12.9.1. When an employee is absent from duty because of a medically verified disabling illness or injury, the employee shall be paid regular salary less the sum paid to the substitute

(Step A or above) for a period of five (5) calendar months following the time when the accumulated sick leave shall have been exhausted. The employee may choose, after exhausting sick leave and prior to beginning differential leave, to use any or all of his/her available annual leave. At no time will differential leave run concurrent with other leaves available to the employee. If no substitute is hired to fill the position of the absent employee, the employee shall receive his/her regular rate of pay less the cost of the substitute rate of pay (Step A or above).

#### 12.10. Parental Leave

12.10.1. If the employee is granted a family leave under section 12.12 of this article for the purposes of caring for his/her children or parents, four (4) weeks of this leave may be under section 12.12 of this article, the employee may request an additional unpaid parental leave. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length. While on parental leave, a position in the District will be encumbered.

#### 12.11. General Leaves

12.11.1. After being an employee of the District for one (1) year and passing the probationary period, an employee may request an unpaid leave of absence of up to one (1) calendar year in duration. If the leave is approved, a position in the District will be encumbered that is equal to the employee's current class status, hours of employment, and annual days of employment.

12.11.2. This leave is not intended to be used to accept a position with another employer unless that employment is determined to be as an "employee on loan" to that employer with a fixed return date.

#### 12.12. Family and Medical Leave

12.12.1. Family and medical leave is available to eligible employees pursuant to the Family Care and Medical Leave Act and related federal and state statutes. Use of such leave is governed by the following provisions:

12.12.1.1. The maximum family and medical leave is twelve (12) weeks in a twelve-(12) month period, excluding the period of disability, if any, due to pregnancy, childbirth, miscarriage, abortion, or related conditions.

12.12.1.2. Employees must have one (1) year of service in order to be eligible for leave. Leaves may be used for the birth, adoption, fostering, or serious health condition of the employee's child, or the serious health condition of the employee or his/her spouse or parent.

12.12.1.3. The District may require the employee to submit certification from the appropriate health care provider in conjunction with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The District may, at its option and cost, require a second opinion.

12.12.1.4. The District will maintain the employee's benefit premiums for the entire leave period.

#### 12.13. Bereavement Leave

12.13.1. In the event of the death of a member of his/her immediate family, an employee shall be granted a maximum of six (6) days paid leave.

#### 12.14. Jury Duty/Witness Leave

12.14.1. Employees called for jury duty and receiving remuneration for that service, or employees receiving witness fees, shall continue to receive their full pay from the District. The employee shall remit to the District the money received for that portion of

his/her services performed during his/her normal work hours, excluding any travel allowances. This may be done either by endorsing his/her jury duty/witness fee check to the District or by remitting any equal amount in cash or personal check to the District.

12.14.2. Any employee whose regularly assigned shift begins or continues after 5:00 P.M. and who is required to serve the day's full court obligation on jury duty shall be relieved from work that day with pay.

12.14.3. Employees may choose to keep their jury duty checks and receive no District pay.

#### 12.15. Military Leave

12.15.1. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 12.16. Impossible Travel Conditions

12.16.1. If an employee is unable to get to work due to impossible travel conditions, up to two (2) days of absences per year shall be non-deductible.

#### 12.17. Association Leave

12.17.1. The District shall provide to the Association president/designee a maximum of 30 days of leave of absence per year subject to the limitations listed to perform leadership duties.

12.17.2. Prior approval of the superintendent/designee shall be obtained pursuant to these provisions. In no case shall the leave exceed thirty (30) days per year. This leave is in addition to release time for policy advisory, meet and confer, and negotiation meetings.

12.17.2.1. A request presented by the Association president to the District shall be provided twenty-four (24) hours in advance.

12.17.2.2. On occasion, it may be necessary to exceed the 30 days of leave granted above. The Association may make a request to the superintendent/designee indicating the number of additional days required. The Association shall reimburse the District for the cost of any substitutes required for these additional days within 45 days of receipt of billing.

## ARTICLE 13 - SAFETY

13.1. The District and Association are committed to maximizing employee safety and believe that safety is every employee's responsibility. No employees shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

13.2. It is the obligation of all employees to maintain high standards for health and safety to eliminate, to the greatest extent possible, industrial accidents and illnesses. The Superintendent or designee shall provide safety devices, safeguards, methods and processes for staff that are reasonably adequate to render the employment and place of employment safe and adopt all procedures regarding safety in Board Policy and Administrative Regulation 4257.

13.3. All employees are encouraged to report any unhealthy or unsafe conditions, preferably in writing.

13.3.1. Employee's supervisor shall respond to the employee and provide information on any action to be taken as a result of the report.

13.3.2. No employee will be discriminated against for reporting unsafe or unhealthy working conditions.

13.3.3. Employees may make anonymous reports of unsafe conditions to the District IIPP Committee c/o Human Resources at the ESC

- 13.4. The Association is permitted two bargaining unit representatives to the District Injury and Illness Prevention Program Committee.

#### ARTICLE 14 - SAVINGS PROVISION

- 14.1. If any provisions of this Agreement are found to be contrary to law, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### ARTICLE 15 - MISCELLANEOUS

- 15.1. The District and CSEA will mutually examine provisions in the 4200 series of the District policy for specific items that we mutually agree shall be placed within the contract.
- 15.2. Conference Attendance, Travel Expenses
  - 15.2.1. All meetings, conferences, or conventions that require the employee to be away from his/her regularly scheduled work shall be approved by the immediate supervisor. All necessary expenses of attending such meetings shall be charged to the District. Such expenses include but are not limited to lodging, meals, transportation, registration fees, mileage, and other conferences related expenses. Rates of reimbursement are established in Board Policy 4227.
  - 15.2.2. For attendance at CSEA State Conference (Article 4.3.1.), the District shall reimburse CSEA for one half of the total expenditures up to a maximum of \$1000.00 annually for expenses listed in item 15.2.1 above. CSEA shall submit receipts on one conference reimbursement form in order to receive this disbursement.
- 15.3. Contract Distribution
  - 15.3.1. At the conclusion of negotiations for each new 3-year contract, a revised contract will be sent to each classified employee or it will be available on the District website. Any revisions made following re-opener negotiations will be sent to all employees for insertion in the original contract or it will be available on the District website.
  - 15.3.2. One master copy of the contract will be available at each school site or department. It will include all negotiated revisions.
  - 15.3.3. Site CSEA bulletin boards will contain information on where unit members can obtain a copy of the contract. This will include the internet address for online access.
  - 15.3.4. CSEA and the District will share in the cost of the printing of contracts and subsequent revisions.
- 15.4. If a unit member working less than 12 months per year chooses to retire when there are no work days in June, the District and CSEA will work together to provide full communication and offer maximum opportunities for members to qualify for the highest retirement benefits they are entitled to receive under PERS regulations.

#### ARTICLE 16 - CONCERTED ACTIVITIES

- 16.1. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request for other labor organizations to engage in such activity.

#### ARTICLE 17 - SUPPORT OF AGREEMENT

17.1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiations process. Therefore, it is agreed that the Association and the District will support this Agreement for its term.

#### ARTICLE 18 - EFFECT OF AGREEMENT


18.1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and over State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.


#### ARTICLE 19 - COMPLETION OF NEGOTIATIONS

19.1. During the term of this Agreement, neither the Association nor the District shall be obligated to meet and negotiate, except as required by the provisions of this Agreement.

ARTICLE 20 - RATIFICATION


20.1. We hereby certify that we have agreed to the terms and conditions of this Contract Agreement, and it has been ratified by our respective groups.

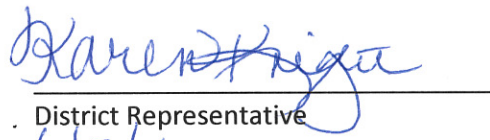
  
\_\_\_\_\_  
Association Representative  
6/7/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
District Representative  
6/7/17  
\_\_\_\_\_  
Date

ARTICLE 21 - ACCEPTANCE AND SIGNATURES

21.1. We, the undersigned, hereby accept all of the terms, conditions, and provisions of this Contract Agreement and understand that it will be recommended for District Governing Board approval.

  
\_\_\_\_\_  
Association Representative  
6/7/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
District Representative  
6/7/17  
\_\_\_\_\_  
Date

## Appendix A Salary Schedule

Classified Transportation Unit 16-17 Salary Schedule (14 15 with 4.5%)											
Range ID	Step 1	Step 2	Step 3	Step 4	Step 5	10 years	15	20	25	30	35
10	13.98	14.69	15.43	16.20	17.00	17.85	18.74	19.68	20.66	21.70	22.78
11	14.34	15.06	15.80	16.58	17.42	18.29	19.21	20.17	21.17	22.23	23.34
12	14.69	15.43	16.20	17.00	17.85	18.74	19.68	20.66	21.70	22.78	23.92
13	15.07	15.81	16.59	17.43	18.31	19.23	20.19	21.20	22.26	23.37	24.54
14	15.42	16.21	17.01	17.86	18.77	19.71	20.69	21.73	22.82	23.96	25.15
15	15.83	16.62	17.45	18.33	19.25	20.21	21.22	22.28	23.40	24.57	25.80
16	16.22	17.04	17.88	18.79	19.74	20.73	21.76	22.85	23.99	25.19	26.45
17	16.62	17.45	18.33	19.25	20.21	21.22	22.28	23.40	24.57	25.79	27.08
18	17.04	17.88	18.79	19.74	20.71	21.75	22.83	23.97	25.17	26.43	27.75
19	17.46	18.34	19.26	20.22	21.23	22.29	23.41	24.58	25.81	27.10	28.45
20	17.89	18.80	19.75	20.72	21.78	22.87	24.01	25.21	26.47	27.80	29.19
21	18.35	19.27	20.23	21.24	22.31	23.43	24.60	25.83	27.12	28.47	29.90
22	18.82	19.76	20.74	21.79	22.88	24.02	25.23	26.49	27.81	29.20	30.66
23	19.28	20.24	21.26	22.32	23.43	24.60	25.83	27.12	28.48	29.90	31.40
24	19.77	20.75	21.80	22.89	24.01	25.21	26.47	27.79	29.18	30.64	32.17
25	20.25	21.27	22.33	23.45	24.61	25.84	27.13	28.49	29.91	31.41	32.98
26	20.76	21.81	22.90	24.04	25.26	26.52	27.85	29.24	30.70	32.24	33.85
27	21.28	22.35	23.47	24.64	25.87	27.16	28.52	29.95	31.45	33.02	34.67
28	21.82	22.91	24.05	25.27	26.53	27.86	29.25	30.71	32.25	33.86	35.55
29	22.35	23.47	24.64	25.87	27.16	28.52	29.94	31.44	33.01	34.66	36.39
30	22.92	24.06	25.28	26.54	27.86	29.25	30.72	32.25	33.86	35.56	37.33
31	23.49	24.67	25.90	27.20	28.56	29.99	31.49	33.06	34.71	36.45	38.27
32	24.07	25.29	26.55	27.87	29.27	30.73	32.27	33.88	35.58	37.36	39.22
33	24.68	25.92	27.21	28.57	29.99	31.49	33.06	34.72	36.45	38.28	40.19
34	25.30	26.56	27.88	29.28	30.73	32.27	33.88	35.57	37.35	39.22	41.18
35	25.94	27.23	28.59	30.01	31.51	33.09	34.74	36.48	38.30	40.22	42.22
36	26.57	27.91	29.30	30.75	32.31	33.93	35.62	37.40	39.27	41.24	43.30
37	27.24	28.60	30.02	31.55	33.11	34.77	36.50	38.33	40.25	42.26	44.37
38	27.92	29.31	30.76	32.32	33.93	35.63	37.41	39.28	41.24	43.30	45.47
39	28.63	30.04	31.57	33.13	34.79	36.53	38.36	40.27	42.29	44.40	46.62
40	29.33	30.80	32.35	33.97	35.68	37.46	39.34	41.30	43.37	45.54	47.81
TRANSPORTATION SERIES											
Head Mechanic				31							
Mechanic II				27							
Mechanic I				24							
Dispatcher				23							
Lead Driver/Trainer				21							
Administrative Assistant				21							
Transportation Technician				18							
Transportation Serviceperson				17							
Bus Driver				17							
Relief Bus Driver				16							
Bus Attendant				10							
Board Approved 08/06/2015											

Appendix B Benefits

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT  
Employee Benefits Department

CLASSIFIED EMPLOYEE BENEFITS 2016-2017

Benefit	Rate Effective Date	Total Monthly Premium	Monthly Cost to District	Monthly Cost for 12 Month Employee	Monthly Cost for 10 Month Employee
<b>KAISER \$20 COPAY - Emp Only</b>	7/16	661.97	550.00	111.97	134.36
Employee w/dependent coverage	7/16	1,522.54	700.00	822.54	987.05
<b>KAISER HSA/HDHP - Emp Only</b>	7/16	518.82	518.82	0.00	0.00
Employee w/dependent coverage	7/16	1,193.27	700.00	493.27	591.92
<b>SUTTER HEALTH PLUS - Emp Only</b>	7/16	650.66	550.00	100.66	120.79
Employee w/dependent coverage	7/16	1,496.37	700.00	796.37	955.64
<b>WESTERN HLTH ADV HMO \$20 - Emp Only</b>	7/16	698.36	550.00	148.36	178.03
Employee w/dependent coverage	7/16	1,608.15	700.00	908.15	1,089.78
<b>WESTERN HLTH ADV Hospital Copay - Emp Only</b>	7/16	636.23	550.00	86.23	103.48
Employee w/dependent coverage	7/16	1,464.57	700.00	764.57	917.48
<b>WESTERN HLTH ADV HSA/HDHP - Emp Only</b>	7/16	531.15	531.15	0.00	0.00
Employee w/dependent coverage	7/16	1,221.27	700.00	521.27	625.52
In lieu of medical amount – paid over 12 months	7/06		175.17		
District paid cap for employee only for medical	7/15		550.00		
District paid cap for employee + family medical	7/15		700.00		
<b>DELTA DENTAL PREMIER - Grp. #7006-0107</b>	7/16				
Employee only		65.42	65.42	0.00	0.00
Employee w/one dependent		124.29	65.42	58.87	70.65
Employee w/two or more dependents		189.71	65.42	124.29	149.15
<b>DELTA CARE USA – Employee Only</b>	7/15	20.19	20.19	0.00	0.00
Employee w/ one dependent		33.33	33.33	0.00	0.00
Employee w/ two or more dependents		49.30	49.30	0.00	0.00
<b>SUPERIOR VISION PLAN - Grp# 27034</b>	7/09				
Employee w/dependent coverage		24.14	24.14	0.00	0.00
<b>SUN LIFE INSURANCE Policy # 80849</b> (\$25,000 + \$5,000 for dep)	7/14	4.52	4.52	0.00	0.00
<b>HARTFORD DISABILITY INSURANCE</b>	2/16		\$1.10/ \$100	0.00	0.00
<b>EMPLOYEE ASSISTANCE PROGRAM</b>	7/05	3.07	3.07	0.00	
<b>RETIREMENT--CalPERS</b>	7/16		13.888%	7%	0.00
OASDI	1/95		6.2%	6.2%	
MEDICARE	1/93		1.45%	1.45%	
UNEMPLOYMENT INSURANCE	7/16		.05%	0.00	
WORKERS' COMPENSATION	7/16		1.85%	0.00	


Note: Rates shown are for full-time employees; rates for part-time employees who work less than 8 hours are located on the District's Benefit Department website.

APPENDIX C Successor Agreement

Agreement Between  
Folsom Cordova Unified School District  
And the  
California School Employees Association  
American River Chapter #528  
(Transportation Unit)

The parties agree that it is in the interest of the Folsom Cordova Unified School District (District) and the California School Employees Association and its American River Chapter #528, Transportation Unit (CSEA) to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

1. The parties agree to create a new collective agreement between CSEA and the District with a three-year term of July 1, 2017, through June 30, 2020.
2. The above referenced collective agreement shall embody all of the specific terms of the agreement that expires on June 30, 2017, with the exception of the duration clause.
3. The parties agree that they will bargain successor agreement negotiations in accordance with EERA Section 3547 in the first year, and will present their respective proposals for reopeners of two non-monetary articles of their choice (other than the term), plus Article 10, Compensation, in the second and third years.
4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

  
\_\_\_\_\_

District Representative

5/24/17

\_\_\_\_\_

Date

  
\_\_\_\_\_

CSEA Representative

5/24/17

\_\_\_\_\_

Date


APPENDIX D Intermittent Assignment MOU

**MEMORANDUM OF UNDERSTANDING**


**Between  
Folsom Cordova Unified School District  
and  
CSEA, Chapter 528**

On occasion it becomes necessary to transport one to two special needs students from home to school. This necessity often lasts for a brief period of time per student. It is an intermittent assignment and not a regular route. These assignments will first be offered using the extra work procedures for bus drivers. Only on the days when there are no licensed school bus drivers available, including relief drivers, will the district utilize bus cadet trainees. Only those bus cadet trainees who have passed the written portion of the Department of Motor Vehicles school bus driver's certificate test, have been fingerprinted, obtained a D.M.V. physical, and have passed tuberculosis, weight lifting and drug tests may be utilized. These cadets will drive a district van which does not require a California School Bus Certificate. Parents of students riding in these vans will be notified of the non-certificate driver's status.

It is agreed that these positions are not to become regular and one student pickup and drop-off will not last more than 15 work days in any one year. Any cadet assigned to such a transportation assignment will be concurrently participating in the district's school bus certificate training program and must proceed to full licensure within three months of the van driving assignment.

  
for CSEA, Chapter 528

2/19/04  
Date

  
for Folsom Cordova Unified School District

2/19/04  
Date