

AGREEMENT  
BETWEEN  
BUCKEYE UNION SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION  
CHAPTER #683

Effective July 1, 2017 through June 30, 2020

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## ARTICLE I AGREEMENT

- 1.1 This Agreement is between Buckeye Union School District, hereinafter referred to as the District, and the California School Employees Association and its Buckeye Union School District Chapter #683, hereinafter referred to as CSEA.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 This Agreement shall remain in full force and effect from July 1, 2017 until June 30, 2020.

## ARTICLE II RECOGNITION

- 2.1 The District hereby acknowledges CSEA and its Buckeye Union School District Chapter #683 as the exclusive representative for all non-supervisory, non-management and non-confidential classified employees holding those positions described in Appendix A (salary schedule). Part-time playground positions shall not be a part of the classified service. Part-time playground positions shall be considered a part of the classified service when the employee in the position also holds a classified position. (per Education Code 45103)

Confidential Employee positions shall be as follows:

1. Administrative Assistant, Personnel
2. Superintendent's Secretary

## ARTICLE III DEFINITIONS

- 3.1 Date of Hire - Date of hire shall be that date on which an employee first rendered paid service in a probationary/permanent status. Date of hire is based on continuous employment or reemployment status. No period of unpaid absence of less than one-hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this agreement.
- 3.2 Immediate Family -
- The immediate family is defined as the spouse/domestic partner, parent, grandparent, sibling, child, grandchild, aunt, uncle, niece, or nephew, of the employee or the spouse/domestic partner of the employee or the spouse/domestic partner of the aforementioned parent, grandparent, sibling, child, grandchild, aunt, uncle, niece, or nephew. To include foster or step parent, child, or sibling or any relative living in the immediate household of the employee or as otherwise mutually agreed upon by the Superintendent or designee and unit member.
- 3.3 Work Day - "Work day" means a day when the administrative offices of the District are open for business.
- 3.4 Work Month - "Work Month" means a month in which an employee is regularly scheduled to work, regardless of whether the employee's work schedule for that month consists of one day or twenty days. A work month also includes a month an employee is regularly scheduled to work, even if such month is when students are not in attendance. A work month does not include a month in which the sole time the employee is scheduled to work is as a substitute employee.
- 3.5 Seniority - Seniority shall be determined by date of hire within each class plus higher classes.
- If two or more employees have the same hire date (3.1), then the determination of who is the senior employee shall be made by drawing lots. This determination will be a permanent seniority placement.
- 3.6 Probation - Probation period shall be nine (9) work months from the date of hire.
- 3.7 24 hour or less field trip - One day or less prior to field trip departure.

**ARTICLE IV  
MAINTENANCE OF MEMBERSHIP**

- 4.1 Membership and Dues Deduction – The Union shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payors.
- 4.2 A member may not revoke his/her membership or dues payment during the term of this agreement and can be revoked only at the end of this agreement.
- 4.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.4 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Union, or pay to the Union a service fee. There shall be no charge to the Union for such mandatory agency fee deductions.
- 4.5 Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following not-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- A. American Red Cross
  - B. CASA El Dorado
  - C. Sierra Wildlife Rescue
- 4.5.1 Those who object to joining or financially supporting employee organizations, pursuant to Section 4.5 above, shall submit proof of payment on an annual basis to the Union and District as a condition of continued exemption from the provisions of Section 4.5 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Union.
- 4.5.2 Any unit member making payments as set forth in Sections 4.5 and 4.5.1 above, and who requests that the grievance arbitration provisions of this agreement be utilized, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.5.3 With respect to all sums deducted by the District pursuant to Sections 4.5 and 4.5.1 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Union, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the Union, and indicating any changes in personnel from the list previously furnished.
- 4.5.4 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

- 4.6 The Union agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Union in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 4.7 The Union agrees to reimburse the employer, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified the Union of its awareness of such action.
- 4.8 The Union shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 4.9 The parties of this Agreement acknowledge that CSEA has notified the employer to implement the provisions of Government Code Section 3546 (a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member effective January 1, 2001. This agreement requires an employee as a condition of continued employment to either join the recognized or certified employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization for the duration of the agreement.

## ARTICLE V MANAGEMENT RIGHTS

- 5.1 Reserved Rights - It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Those powers include, but are not limited to, determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided, and determining the methods and means of providing them; establishing and implementing its service and maintenance policies, goals and objectives and insuring the rights of the community served, determining staffing patterns; determining the number and kinds of personnel required; building, moving or modifying facilities; establishing budget procedures and determining budgetary allocations; determining the methods of raising revenue and taking action on any matter in the event of an emergency.
- 5.2 Additional Reserved Rights - In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate by layoff or otherwise, and discipline employees, including the timing and the number of employees so affected, as well as any other aspect of layoff or the implementation thereof. This shall not be construed to override specific terms of this Agreement.
- 5.3 Incidental Rights and Rights Subject to Terms of Agreement - The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.



## ARTICLE VI ORGANIZATIONAL RIGHTS

- 6.1 Access to Employees - The District and the Union agree that the Union shall have the right of access to District employees at reasonable times. Reasonable times shall mean rest, meal period and periods during which an employee is present at the school site but not expected to perform service or to be ready to perform service for the District. The Union agrees that any representative of the Union, prior to entering a school site, shall report to the school site office and provide appropriate credentials for identity purposes. The Union further agrees that the Union representative in exercising the right of access to employees shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.
- 6.2 Use of District Facilities - The parties agree that the Union shall have the right to use District facilities to conduct meetings with District employees. The Union shall request the use of District facilities sufficiently in advance so as not to disrupt the efficient operation of the District. In all cases, it is agreed that a request for use of District facilities shall be made in accordance with the provisions of the Civic Center Act.
- 6.3 Use of Bulletin Boards - The District and the Union further agree that the Union shall have the right to have access to a District bulletin board in each work location. The parties further agree that a copy of the material shall be provided the site manager prior to being posted.
- 6.4 Inspection of Personnel Files - The parties further agree that the Union shall have the right to review at reasonable times employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 6.5 Review of District Materials - The parties further agree that the Union shall have the right to review at all reasonable times any nonconfidential material in the possession of or produced by the District which relates to wages, hours and other terms and conditions of employment for bargaining unit employees.
- 6.6 Distribution of Contract - Within thirty (30) days after the execution of this contract, the District shall post the agreement on the District's website. One printed copy will be provided to each site. Additional printed copies will be provided upon individual request by employee.

## ARTICLE VII PERSONNEL FILES

- 7.1 File at District Office - The personnel file of each employee shall be maintained at the District's central administration office.
- 7.2 Inspection of File - An employee shall have the right at any reasonable time to inspect materials in his/her file provided it is at a time when the employee is not required to render services to the District. This right does not extend to material that includes rating, reports, or records that were obtained prior to the employment of the employee involved.
- 7.2.1 No material derogatory to a currently employed employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has been notified of the intent of placement in the personnel file, has been given a copy of such material and has had the opportunity to:
- a. Review the material
  - b. Initial and date the material
  - c. Attach a written response to the material within fifteen (15) work days

Such review shall take place during normal working hours, and the employee shall be released from duty for this purpose without loss of pay.

At the employee's written request, derogatory materials will be sealed after remaining in the employee's personnel file for a period of two (2) years. The request must specify the exact nature of material to be sealed.

- 7.3 Signing and Dating - Any person who places written material in the employee's file shall sign the material and signify the date on which such material was signed.

## ARTICLE VIII EVALUATION PROCEDURES

- 8.1 Regular probationary classified employees shall receive at least two (2) formal, written performance ratings, on district-approved forms during the probation period of nine work months. One of these evaluations must be concluded prior to the start of the third (3rd) month.
- 8.2 Regular permanent classified employees shall receive at least one (1) formal written performance rating on district-approved forms each year. A permanent employee may be evaluated at any time if exemplary or unsatisfactory service is performed.
- 8.3 The rating forms described herein shall be completed and signed by the immediate supervisor and shall be discussed with and signed by the employee prior to being placed in the employee's official personnel file. The formal rating forms shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.
- 8.4 The rating shall contain an appraisal of the employee's performance, and as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.
- 8.5 The evaluatee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator, and proof of the transmission of the rating to the evaluatee shall be established by the evaluator. An evaluatee shall be provided with specific notice of derogatory materials being placed in the evaluatee's personnel file repository. The evaluatee shall be given an opportunity to respond to the derogatory materials and to have the rebuttal attached to the materials in question. The response must be made within fifteen (15) working days.

## ARTICLE IX HOURS AND OVERTIME

The District and the Union agree to the following duty hour provisions:

- 9.1 Work Week - The workweek for employees shall be forty (40) hours rendered in units of eight (8) hours. The work week shall consist of five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week. The District retains the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business.
  - 9.1.1 With mutual agreement between the District and the bargaining unit member, the District may establish an alternative work week which shall not exceed 80 hours over a two calendar week period.
- 9.2 Work Day - The work day for all employees shall be established and regularly fixed by the District in order to meet the District's educational goals and objectives, and to function in an organized, efficient manner.
- 9.3 Staff Development Day - A work day that allows the staff to participate in training or special activities. The employees normal work hours may be changed to allow participation.
- 9.4 Lunch Period - A thirty (30) minute non-compensated lunch period shall be provided all employees who render service of at least six (6) consecutive hours. Such lunch period shall be duty free. The lunch period shall be assigned by the immediate supervisor to be taken as soon after the conclusion of four (4) hours of service as possible.
- 9.5 Rest Period - A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the mid-point of each four (4) hour period of service.
- 9.6 Overtime - Overtime compensation shall be provided employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in any calendar week. The employee shall be compensated equal to time and one-half of the employee's regular rate of pay.
  - 9.6.1 Except in cases of extreme emergency, overtime shall be rendered only with prior approval of the superintendent or designee.
- 9.7 Compensatory Time - CTO may be accrued up to a maximum of 240 hours (160 hours of overtime work) upon prior approval of the immediate supervisor. Employees may use CTO within a 12-month period, provided that this does not unduly disrupt district operations. The district shall make cash payments for CTO which has not been taken within 12 months of its accrual.
- 9.8 Call Back Time - Any employee called in or back to work who has completed a regular assignment or has left his/her work station and is off duty, shall receive a minimum of two (2) hours of work at the appropriate rate of pay, irrespective of the actual time worked. In addition,

mileage will be paid at the district-adopted rate (portal to portal).

9.9 Snow/Emergency Days -

- 9.9.1 In the event weather conditions cause the closure of a school; employees will not be expected to be at work unless contacted and required to report for duty by their immediate supervisor or designee.
- 9.9.2 If the day is not rescheduled (waived by the State), employees who did not report for duty will not be required to make up the time and will not be charged a personal necessity day.
- 9.9.3 If the day is not rescheduled (waived by the State), employees who are required to report for duty or whose work day begins prior to the calling of the emergency will be given an additional day/hour of fraction or straight time (up to 8 hours) compensatory time for each day/hour worked.
- 9.9.4 If the day is rescheduled, employees who did not report for duty will make up the day as follows:
  - a. 9-month employees will make up the day(s) when it is rescheduled for students.
  - b. 10-, 11- and 12-month employees will make up the day when designated by the District or by using vacation time, a personal necessity day or compensatory time.
- 9.9.5 If the day is rescheduled employees who did report for duty as required will not be required to make up the day and will not be charged a personal necessity day.

9.10 Temporary Assignment

- 9.10.1 If part-time employees assume the hours of an absent employee for twenty (20) work days or more, the employee will receive the benefits accrued on that position, retroactive to the first day. When the absent employee returns, the employee who assumed the additional hours will return to the position/hours/benefits of his/her original position.

**ARTICLE X  
PAY AND ALLOWANCES**

**10.1 Regular Rate of Pay**

10.1.1 The 2007-2008 salary schedule shall be increased by 4.53%, retroactive to July 1, 2007, to be paid as soon as practicable upon CSEA ratification and Board adoption of this agreement.

10.1.2 2013-2014 CSEA Salary Schedule – Compensation: For the 2013-2014 school year, the District shall improve the 2012-2013 salary schedule by 4%, retroactive to July 1, 2013. All full-time unit members, who were employed with the District commencing with the 2013-2014 school year and are currently employed as of the date of ratification of this Agreement, shall be eligible to receive a retroactive payment. For employees working less than a full school year, the District shall provide a pro-rated payment. The District will remit payment of the retroactive payment to all eligible unit members no later than May 9, 2014.

10.1.3 2014-2015 CSEA Salary Schedule – Compensation: For the 2014-15 school year, the District shall improve the 2013-2014 salary schedule by 5%, retroactive to July 1, 2014. All full-time unit members, who were employed with the District commencing with the 2014-2015 school year and are currently employed as of the date of ratification of this Agreement, shall be eligible to receive a retroactive payment. For employees working less than a full school year, the District shall provide a pro-rated payment. The District will remit payment of the retroactive payment to all eligible unit members no later than April 30 2015.

2014-2015 District Increased Contribution for CalPERS – 0.329%

The parties recognize that in addition to improving salaries by adding 5% on-schedule, as part of the employee total compensation package, the District is also remitting an additional 0.329% increased annual contribution to each employee’s CalPERS retirement benefits, retroactive to July 1, 2014, as mandated by the State. This equates to an additional benefit to employees and an on-going unfunded cost to the District of approximately \$16,594 for the current year only for bargaining unit members, with substantial unfunded increases projected into the future as follows:

CalPERS *Employer* Contribution Rate Increases:

2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021
11.771%	12.6%	15.0%	16.6%	18.2%	19.9%	20.4%

**10.1.5 2017-2018 and 2018-2019 CSEA Salary Schedule-Compensation: For the 2017-2018 school year, the District shall improve the 2016-2017 salary schedule by 2.8%, retroactive to July 1, 2017. For the 2018-2019 school year the District shall improve the 2017-2018 salary schedule by 2.0%, retroactive to July 1, 2017. This is a 4.8% two year on-schedule/on-going compensation package. All full-time unit members who were employed with the District commencing with the 2017-2018 school year**

**shall receive a retroactive payment. For employees working less than full-time and/or less than a full school year, the District shall provide a pro-rated payment.**

**The District will remit payment of the retroactive payment to all eligible unit members no later than May 2018.**

## 10.2 Step Increases

10.2.1 Step increases shall be granted annually, effective July 1.

10.2.2 A step increase will be granted to the employees who were employed on or before December 1 of the previous year.

10.2.3 The highest step on the salary schedule for base pay is Step 7. Starting with an employee's eighth year of employment with the district, the employee will earn a three percent (3%) increase over Step 7 and will receive an additional 3% increase for each subsequent three years of employment. Longevity for years 8 through 10 is 3% applied to base pay; years 11 through 13 is an additional 3%; years 14 through 16 is an additional 3%; years 17 through 19 is an additional 3%; years 20 through 22 is an additional 3%; years 23 through 25 is an additional 3%; years 26 through 28 is an additional 3%; years 29 or more is an additional 3%.

When a permanent employee of the District is promoted, the employee will be placed on the step of the new classification that is closest to the employee's existing base pay plus five percent (5%) or a minimum of Step 2 of the new classification range, whichever is greater. The employee's longevity percentage, if any, shall be added to that new salary.

If the employee's current pay is higher than what it would be under the above provisions, the employee's pay will remain at his/her current rate until the employee is eligible for an increase.

As this revision is implemented, no employee shall suffer a loss of pay as a result.

This provision will be effective July 1, 2008 (to be implemented with the first payroll after July 1, 2009).

Example 1: Employee A is on Range 12, step 19 (\$23.40 per hour), and has worked for the district for 19 years. Under the above provision, Employee A will be at Step 7 (\$20.79 per hour), adjusted for longevity to reflect 19 years of service (\$23.40).

Example 2: Employee A above receives a promotion to Range 15. Employee A will be placed on the step of Range 15 that is closest to \$20.79 plus 5% (this calculates to be (\$21.83). The closest step is step 7 (\$22.40). The base pay will be adjusted to reflect 19 years of service and the employee will earn \$25.21 per hour.

10.3 Paychecks - All regular paychecks of classified employees shall be itemized to include all deductions and overtime.

10.3.1 When an employee elects a posted position, the posted wage range will apply for the



additional hours.

10.3.2 If an employee is assigned duties in two (2) different ranges to satisfy assigned hours, the employee will be paid as follows:

-assigned to a lower range, the employee will be paid at the lower range.

-assigned to a higher range, the employee will be paid at the higher range only for the hours worked at the higher range.

10.3.3 If an employee substitutes for another employee who is in a higher classification he/she will earn an hourly wage in that higher classification equal to 5% more than his/her current hourly wage or Step 1 of that higher classification, whichever is greater.

If an employee substitutes for another employee who is in another equal, or lower classification, he/she will not make an hourly wage less than his/her current rate of pay.

10.4 Frequency - Once Monthly - All employees in the bargaining unit shall be paid once per month, payable on or before the last district working day of the month. If the normal pay date falls on a weekend or a holiday, the paycheck shall be issued on the preceding work day.

10.5 Payroll Errors - Any payroll error resulting in insufficient payment for any classified employee shall be corrected as soon as possible, but in no instance longer than five (5) working days.

10.6 Special Payments - Any payroll adjustment due a classified employee as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than the 10th of the following month.

10.7 Lost Checks - Any paycheck for a classified employee which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced as soon as possible.

10.8 Meals - Any classified employee who, as a result of a work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal, at a rate not to exceed that set by the Board of Trustees for its employees.

10.9 Compensation During Required Training Periods - Any employee who is required to attend training sessions in order to continue his/her employment in a position shall receive compensation as follows:

10.9.1 When the training occurs during the employee's regularly-assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive benefits to which he/she is entitled.

10.9.2 When the regularly-assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly-assigned work day, or when the training occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.

10.9.3 All costs incurred under a mandated training program for employee transportation,

registration fee and supplies shall be paid for by the District.

- 10.10 Bus Driver Certificate - The renewal cost of the Bus Driver's Certificate will be paid by the District.
- 10.11 Medical Examination - Medical examinations required as a condition of continued employment will be paid by the District.

## ARTICLE XI

### PROFESSIONAL GROWTH

- 11.1 The District and Association believe in and agree to provide a District-sponsored Professional Growth program available to all classified employees.
- 11.2 The Buckeye Union School District recognizes the need for and encourages the involvement of its employees in professional growth programs that are designed to meet the following objectives:
  - 11.2.1 Convey the clear message to classified employees that the Board and Administration believe their skills and contributions are important to the mission/goals of the District; and
  - 11.2.2 Provide an incentive for classified employees to learn and upgrade skills that will enhance productivity and quality of work as well as facilitate promotion from within.
- 11.3 Participation in the Professional Growth Program shall be open to any employee after attaining permanent status.
  - 11.3.1 Professional growth activities or college coursework completed by the employee prior to attaining permanent status shall not be eligible for any consideration or compensation.
- 11.4 Professional Growth Credit
  - 11.4.1 Professional growth credit shall be earned through courses/seminars, conferences or workshops related to improving skills.
  - 11.4.2 Credit for College and University level courses (credit or non-credit) shall be awarded on the basis of one semester unit equals one (1) PROFESSIONAL GROWTH UNIT.
  - 11.4.3 Credit for Adult Education classes and appropriate workshops, seminars and conferences shall be awarded on the basis of fifteen (15) class or workshop hours equal one (1) PROFESSIONAL GROWTH UNIT.
  - 11.4.4 Six (6) PROFESSIONAL GROWTH UNITS shall comprise one (1) PROFESSIONAL GROWTH STEP.
- 11.5 Professional Growth Steps
  - 11.5.1 A maximum of one (1) Professional Growth Step per employee shall be awarded annually.
  - 11.5.2 There shall be a maximum of four (4) Professional Growth Steps per employee.

11.6 Professional Growth Compensation

11.6.1 Each step shall be compensated at the rate of two percent (2%) being added to the employee's monthly salary in the month following the submission of units.

11.7 Approval Procedures

11.7.1 All application forms for Professional Growth shall be submitted for prior approval using the following sequence:

11.7.1.1 Employee completes Professional Growth Application and submits it to their immediate supervisor not less than 20 days prior to the first day of instruction.

11.7.1.2 Within five (5) workdays of receiving the Application, the supervisor shall approve or disapprove the request and forward it to the Director of Human Resources.

11.7.1.3 Within five (5) workdays of receiving the Application, the Director of Human Resources shall approve or disapprove the request and forward it to the employee.

11.7.1.4 Timelines may be waived, for special circumstances, by mutual agreement of the employee and the Director of Human Resources.

11.7.2 Only courses approved and completed after July 1, 2005 shall qualify for the program.

11.7.3 In the event approval is denied, the employee may appeal the decision.

11.8 An Appeals Committee will be comprised of the Association President or designee, the Director of Human Resources for the District, and a neutral site administrator.

11.8.1 Request for appeal shall be submitted, in writing, within ten (10) workdays after the receipt of denial.

11.8.2 The Appeals Committee shall make the final determination and notify the employee, in writing, within ten (10) workdays after receipt of appeal.

11.9 Submission of Units

11.9.1 Verification of units earned for Professional Growth and associated receipts shall be submitted to the Director of Human Resources for salary enhancement.

11.9.2 It is the responsibility of the employee to collect and maintain the applications and verification until such time as they are turned in for salary enhancement.

Article XII  
HEALTH AND WELFARE BENEFITS

12.1 Employee and Dependent Insurance Coverage -

12.1.1 The District will make available to all full-time employees and their dependents a paid medical, dental and vision plan, (California's Valued Trust Health Plans; Delta Dental; and Vision Service/Plan B, or equivalent). The District's obligation for contribution to the premium of the above plan shall be limited to no more than \$7,160.52 annually per full-time employee. This cap represents the following: Vision Service/Plan B - 223.80, Delta Dental - (\$2,000 per year) \$1,197.84, and Health Plan - \$5,738.88. The District will negotiate effects of any change in the cost of health and welfare benefits.

**12.1.1.1 Life Insurance**

**The District will make available to all employees a life insurance plan through California's Valued Trust that is currently offered to certificated employees. The District's obligation for contribution to the premium of the above plan shall be limited to no more than \$120.00 annually per employee.**

12.1.2 Delta Dental will include orthodontia coverage. This coverage will pay 50% per person in the family up to \$2,000 lifetime maximum.

12.1.3 All full-time employees must enroll in one of the health plans provided by the California's Valued Trust. After the cost of the health plan is subtracted from the medical cap, full-time employees may receive 90% of the difference in cash. Part-time employees who are waiving medical benefits and receiving 75% of the medical plan premium benefit cap, will continue to receive these funds at the same amount, unless the employee's hours are increased or decreased. Other than those who are employees of the district as of October 15, 1997, no future part-time employees may participate in the cash difference program. Full-time employees who become part-time may continue participation at the 75% amount.

12.1.4 All members of the bargaining unit must enroll in the Employee Assistance Plan (EAP) through California's Valued Trust.

12.2 Disability Insurance - The District will make available to all employees who work twenty (20) hours per week or more an income protection/disability insurance through American Fidelity Insurance Company.

12.3 Eligibility - All classified employees shall be covered under the programs provided in those sections above. Effective October 1, 2009 (Open enrollment period September 2009), employees regularly assigned but working less than (8) hours may enroll in the various insurance programs at the employee's own expense, supplemented by current prorata district payment. If the employee's portion of benefits exceeds the amount paid in any given month, the balance is due on the 1<sup>st</sup> of the following month.

12.4 Early Retirement - The District will offer an early retirement benefit plan subject to the following conditions:

- 12.4.1 An employee who has served the District fifteen (15) or more years and is at least fifty-five (55) years of age can select to participate in the "Golden Handshake" program, whereby the retiring individual receives two (2) additional years of service credit for PERS with the District paying the "present value" costs. Contingent upon the regulations in the PERS Golden Handshake Program, the Golden Handshake must result in a net savings to the district in order to be approved.
- 12.4.2 Upon retirement from the school district, an employee who has served the district fifteen (15) or more years and is at least fifty-five (55) years of age could be retained by the district and would enter into a Contract for Services for up to twenty (20) days. This contract must delineate duties, responsibilities and specific days to be served. The employee may develop the contract in consultation with the site level administrator or a district administrator. The acceptance of this contract is subject to the approval and at the sole discretion of the Superintendent or her designee. The contract must be submitted yearly and would consist of duty days from July 1 - June 30. The contract must be submitted prior to March 1st of the year preceding the contract year. The district will pay the employee at the hourly rate the employee earned at retirement, including longevity. Employees can enter into a 125 Plan to purchase medical insurance if they wish to avoid the tax liability. Contracts may not be submitted for more than five (5) years or for the year following the 65th birthday of the employee.

## ARTICLE XIII LEAVES

- 13.1 Bereavement Leave - Employees shall be granted up to five (5) days leave with full pay in the event of the death of any member of the employee's immediate family, as defined in Article 3.2.
- 13.2 Jury Duty -An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for the jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit reports to Jury Duty and serves for four hours or more, they do not have to return to their work assignment. If the jury time is less than four hours, the employee should return to his/her work assignment and the substitute will be retained.
- 13.3 Military Leave - 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.
- 13.4 Industrial Accident and Illness Leave - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

Any employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. Leave shall be paid in hourly increments to match the employee's current contracted day.

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

This leave shall not be accumulated from year-to-year, and when any leave will overlap a 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.

Payment for wages lost on any day shall not, when added to any award granted the employee under the Worker's Compensation Law of this state, exceed the normal wage for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

- 13.5 Sick Leave - Sick leave shall accrue at a rate of one (1) day per month. A prorata amount of this

accrual will be paid to those employees who work less than full time.

Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.

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

Pregnancy shall be treated as an illness for the purpose of sick leave.

If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year-to-year.

Employees who have been with the District for ten (10) years or more will receive, at the time of retirement or resignation, \$40 a day (8-hour day) for each day of unused sick leave accrued while employed with Buckeye Union School District (accumulated sick leave, minus transferred sick leave, times \$40).

13.6 Personal Necessity Leave - Employees covered by this Agreement shall be entitled to use a maximum of ten (10) days of accrued sick leave each fiscal year for any of the purposes listed below:

- Death or serious illness of a member of the unit member's immediate family;
- An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
- Appearance in court as a litigant; or as a witness under an official order;
- Inability to get to assigned place of duty due to circumstances beyond control;
- Religious Holidays (up to two (2) days)
- Other personal necessities that are allowed at the discretion of the superintendent or his/her designee stated at each site.
- The employee shall give the district twenty-four (24) hours prior notice in writing except in an emergency.
- Other personal matters which under the circumstances the employee cannot reasonably be expected to disregard and which require the attention of the employee during his/her assigned hours of service subject to the following conditions:

may not be utilized for a vacation or holiday; to extend any holidays or vacation periods.

may not be used for a social event and/or a recreational activity.

may not be used for attendance at a convention related to the employee's avocation.



may not be used for work stoppage

The employee shall give the District twenty-four (24) hours prior notice except in an emergency.

Examples are as follows: wedding in immediate family, college graduation of child, necessary legal matters.

### 13.7 Discretionary Leave

Employees covered by this Agreement shall be entitled to use a maximum of ten (10) days annually (school year) of accrued sick leave (13.5) each fiscal year for discretionary leave, subject to the following conditions:

13.7.1 A maximum of ten (10) days of accumulated sick leave may be used in any school year for discretionary leave or personal necessity leave, or a combination thereof. In no event may combined usage of discretionary leave and personal necessity leave exceed ten (10) days in a school year.

13.7.2 No more than three (3) of the ten (10) days of discretionary leave can be used consecutively.

13.7.3 Discretionary means the employee does not have to state the reason for the absence, but a minimum of 48 hours advance notice to and approval from the immediate supervisor of the discretionary leave is required. If the request is denied, an employee can appeal the site administrator's decision to the Superintendent or designee.

13.8 Perfect Attendance Leave - Employees who have perfect attendance beyond normal annual vacation leave will be entitled to one (1) additional Floating Holiday to be used in the following school year. This leave will not accrue from year to year and must be taken in the year granted.

13.9 Differential Sick Leave - When all paid leave has been exhausted and an employee is absent because of illness or accident, the employee shall be paid 50% of their salary for a period not to exceed 100 working days.

13.10 Personal Leave - The District will support the concept of personal leave. Each unit member is entitled to up to a maximum of two (2) days leave at the employee's discretion. The employee will receive the difference in the employee's daily rate and the replacement's daily rate. To be eligible, the immediate supervisor must be notified at least two (2) working days in advance. The immediate supervisor has the responsibility to limit the number of unit members on personal leave to no more than ten percent (10%) on any one day in each school.

13.11 General Leave - An employee may request a leave of absence without pay for reasons other than those covered by this agreement. The leave may be granted at the discretion of the Board for up to one year.

If the leave period is up to six (6) months, the employee will return to his/her regular position.

If the leave period is longer than six (6) months, the employee will be returned to a position in the same classification.

- 13.12 Break In Service - No absence under any paid leave provision of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

No period of unpaid absence of less than one hundred and twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

- 13.13 Association Leave - One employee per school site can be granted a one and one half (1 1/2) hour of release time to attend the monthly Chapter meeting. This one and one half hour shall include travel time to and from the various sites. CSEA will designate a representative from each site. The site representative will inform the immediate supervisor of the dates and times of the meeting in advance of the meeting.
- 13.14 CSEA Officer Leave - CSEA shall have the ability of using no more than one hundred (100) hours per year for any member to deal with union business. Such leave will be at the Executive Board's approval.
- 13.15 Committee Positions – Employees filling classified seats on required District committees shall be paid at the employee's rate of pay for time served on committees, if the meeting is outside of normal work hours.

**ARTICLE XIV  
HOLIDAYS**

- 14.1 All probationary or permanent employees that are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January or Designated Day
Lincoln's Birthday	February 12 or Designated Day
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday of September
Admission Day	Floating Holiday
Veteran's Day	November 11 or Designated Day
Thanksgiving Day & the Friday after	Thursday proclaimed by the President
Christmas Eve & Christmas Day	December 24 & 25

Plus any holiday designated by the President or the Governor, or the local board.

- 14.2 Holidays at Christmas Recess - Employees not normally assigned to duty during the Christmas vacation period shall be entitled to December 24 and 25, and December 31 and January 1, and any holiday declared by the Board which falls during the Christmas vacation provided they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.
- 14.3 Sunday Holidays - When any of the holidays that the District authorizes fall on Sunday, all full-time and permanent part-time employees shall be entitled to the Monday following as a holiday with pay.
- 14.4 Saturday Holidays - When any of the holidays on which the district office would be closed fall on Saturday, all regular full-time and permanent part-time employees shall be entitled to the preceding Friday as a holiday with pay.

ARTICLE XV  
VACATION PLAN

- 15.1 Eligibility - Employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 - June 30.
- 15.2 Paid Vacation – Classified employees may accumulate and carry over from year-to-year no more than one (1) year of earned vacation time. All days accumulated above this cap and not taken as of June 30<sup>th</sup> in any fiscal year shall be paid out to the employee by the District at the salary rate of the employee at the end of the fiscal year, unless the employee notifies the District of the employees’ intent to donate leave per Article 15.2.1 below.
- 15.2.1 Donation of Vacation Leave to Catastrophic Leave Bank: A Classified employee may elect to voluntarily and confidentially donate any vacation days accumulated above the cap provided in Section 15.2 to the CSEA Catastrophic Leave Bank pursuant to Article 11.16, in lieu of having such leave paid out to the employee. In the event a classified employee elects to make such donation, the employee must notify the District, in writing, no later than June 1<sup>st</sup> of any fiscal year of their election and the amount of vacation leave being donated. All such donations must meet the requirements of Section 11.16.
- 15.3 Accrual - Vacation time shall be earned on a monthly basis in accordance with the following schedule:
- First through fourth year..... 1 1/4 days per month
- Fifth through eighth year ..... 1 1/2 days per month
- Ninth through twelfth year ..... 1 3/4 days per month
- Thirteen + ..... 2 days per month
- 15.4 Vacation Pay - Pay for vacation days for all classified employees shall be the same as that pay for regular working hours which the employee would have received had he/she been in a working status.
- 15.5 Vacation Pay Upon Termination - When a classified employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 15.6 Vacation Scheduling - Vacations shall be scheduled at times requested by classified employees insofar as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the site administrator shall make the final determination relative to the individual to be granted the vacation.

## ARTICLE XVI

### CLASSIFICATIONS, RECLASSIFICATION AND ABOLITION OF POSITIONS

- 16.1 Placement in Class - Every bargaining unit position shall be placed in a class.
- 16.2 Classification and Reclassification Requirement - Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA, and any dispute shall be subject to the grievance procedure. Either party may propose a reclassification at any time during the life of this Agreement for any position.
- 16.3 New Positions or Classes of Positions - All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.
- 16.4 Salary Placement of Reclassified Positions - When a position or class of positions is reclassified, the employee/s shall retain their current step in the new classification.
- 16.5 Downward Adjustment - Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff procedures of this Agreement.
- 16.6 Abolition of a Position or Class of Positions - If the District proposes to abolish a position or class of positions, it shall notify CSEA in writing and the parties shall meet and negotiate. No position or class of positions shall be abolished unless agreement has been reached with CSEA.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

- 17.1 Grievance Definitions - The following definitions control the meaning of the terms in this article:
- 17.1.1 "Grievance" means a complaint of one or more employees that they have been harmed by a violation, misapplication or misinterpretation of this Agreement.
- 17.1.2 "Grievant" means the employee(s) signing the grievance or the exclusive representative, CSEA.
- 17.1.3 "Party" means the grievant(s) and the District.
- 17.2 Time Limits - 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 to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. 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.
- 17.3 Presentation - An employee or his/her representative, or both, may present a grievance while on duty. On all grievances no more than three (3) may participate while on duty, whether grievant, representatives, or witnesses, unless otherwise approved by the District. Such approval shall not be unreasonably withheld.
- 17.4 Representation - The grievant may be represented by CSEA or any eligible representative of his/her own choosing, other than another employee organization, whether or not that representative is an employee, at any step of this procedure above Step 1.
- 17.5 Informal Discussion - The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of CSEA present.
- 17.6 Formal Grievance - Step 1 (Immediate Supervisor) -
- 17.6.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than fifteen (15) work days from the time the employee might reasonably have been expected to know of the act or stated condition which is the basis of the employee's complaint.
- 17.6.2 A formal grievance shall be initiated in writing on a form prescribed by the District and shall be filed with the immediate supervisor. A copy of the form shall be sent to a CSEA officer/steward. That form shall be completed to show the following:
- a. Grievant's name and work location
  - b. Grievant's work function

- c. The date the grievance is delivered to the immediate supervisor
- d. The provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted
- e. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate)
- f. The remedy sought by the grievant
- g. The name of the representative, if any, chosen by the grievant
- h. The signature(s) of the grievant

17.6.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If requested by either party, a conference shall be held to consider the grievance. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

#### 17.7 Formal Grievance - Step 2 (Director)

17.7.1 If the grievant is not satisfied with the decision rendered at Step 1, he/she may appeal the decision in writing within ten (10) work days to the appropriate Director. The grievance shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.

17.7.2 The Director shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her right to representation, if requested. The Director shall respond within ten (10) work days of the appeal, to the grievant. The response shall state the Director's decision and his/her view of the facts and his/her conclusions respecting the intentions of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

#### 17.8 Formal Grievance - Step 3 (Superintendent) -

17.8.1 If a grievant is not satisfied with the decision rendered at Step 2, he/she may appeal the decision in writing within fifteen (15) work days to the Superintendent or designee for advisory arbitration of the dispute.

17.8.2 CSEA and the District shall attempt to agree upon an arbitrator. If an agreement on a arbitrator is not reached within ten (10) days after submittal of the request for arbitration, CSEA and the District shall request the State Mediation and Conciliation Service to supply a list of five (5) names of arbitrators. If either side rejects the first list, a new (second) list will be requested from the state. The order of striking shall be determined by lot. Each party shall alternately strike a name until only one name remains.

17.8.3 The fees and expenses of the arbitrator (and any expenses required by the arbitrator) and court reporter shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

- 17.8.4 The arbitrator shall, as soon as possible, hear evidence and render a recommended decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Unless both parties mutually agree otherwise, a court reporter shall be retained to take down and transcribe the testimony at the hearing.
- 17.8.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement.
- 17.8.6 After a hearing and after both parties have had opportunities to make written arguments, the arbitrator shall submit in writing to all parties the recommended decision.
- 17.8.7 Within fifteen (15) calendar days of receiving the recommended decision of the arbitrator, the District or CSEA must notify the other part in writing that it rejects the arbitrator's recommended decision. In the absence of such notification, the arbitrator's recommended decision shall become final and binding on the parties.

17.9 Formal Grievance - Step 4

- 17.9.1 In the event that either party timely notifies the other that it rejects the arbitrator's recommended decision, the Governing Board shall assume jurisdiction of the matter. The party rejecting the recommended decision shall, within twenty (20) calendar days after providing written notice of rejection of the recommended decision to the other party, file with the Board and the other party a statement in writing specifying the particular reasons for rejection. The statement shall include specific references to testimony in the record and to any pertinent documents in the record, and shall also contain the final arguments of the party. Within fifteen (15) calendar days after receiving the appellant's written statement, the other party shall file a written response with the Board and the appellant.
- 17.9.2 The Governing Board alone has the power to render a final determination of grievances. The recommendation of the arbitrator shall be only advisory. If, upon reviewing the record and written statements of the parties the Governing Board determines it is unable to render a final determination of the record, it may reopen the record for the taking or additional evidence, which must include statements by the grievant and/or CSEA.
- 17.9.3 CSEA shall be a party at step four.



## ARTICLE XVIII POSTING VACANCIES

- 18.1 Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each work site.
- 18.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees within the unit may file for the vacancy. Any bargaining unit employee who will be on leave or layoff during the period of posting shall be notified of a vacancy on the date the position is posted. Such notification shall be sent by first class mail unless the employee has filed a written waiver of mailed notice and consents to receive notification by e-mail.
- 18.3 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 18.4 Filing: Any employee in the bargaining unit may file for the vacancy by submitting written notice to the district within the filing period. Any bargaining unit employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.
- 18.5 Notice to Applicants: Applicants will be notified in writing five (5) days following completion of the filing period by the district office as to his/her standing.
- 18.6 Miscellaneous: All vacancies must be posted and open to all employees.
- 18.7 Probationary Period/Position:
- 18.7.1 New Hire/Probationary Employee: There will be a probationary period of nine work months for new or probationary classified employees entering a job position. New employees will be advised upon being hired of the date when their probationary period will end.
- Permanent Employee – Non-Lateral Move: Employees who have been with the district more than nine work months and move to a non-lateral position (i.e., meaning a position that is not the same title/position currently held) within the district shall have a new probation period of six work months.
- Permanent Employee – Lateral Move: Employees who have been with the district more than nine work months and who make a lateral transfer (i.e., meaning a position that is the same title/position) will not have a new probationary period.
- Permanent Employee – Return Rights: In the event that the employee does not pass probation, the employee has the right of return to their previous position.

## ARTICLE XIX TRANSFER AND REASSIGNMENT

- 19.1 Lateral Transfers - A lateral transfer is defined as a movement from one position in a classification to another position in the same classification with the District. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to qualified bargaining unit employee(s) serving in the same class in the District by posting the vacancy. During the interview and selection process, the following qualifications will be considered: educational background, test scores, written evaluations, attendance, experience and seniority. If a voluntary transfer request is denied, the employee can request in writing within fifteen (15) working days for the specific reasons for the denial. The administrator will respond to this request in writing within fifteen (15) working days.
- 19.2 Promotional Transfer - The definition of a promotional transfer is reassignment from a position in one classification to a position in a higher classification. An employee who files for the vacancy during the posting period and meets the minimum qualifications shall be considered for the position. During the interview and selection process, the following qualifications will be considered: educational background, test scores, written evaluations, attendance, experience and seniority.
- 19.2.1 When a permanent employee of the District is promoted, the employee will be placed on the step of the new classification that is closest to the employee's existing base pay plus five percent (5%) or a minimum of Step 2 of the new classification range, whichever is greater. The employee's longevity percentage, if any, shall be added to that new salary.
- 19.3 Interview Committees - If a candidate for either a lateral or a promotional transfer applies for a position, there will be at least two unit members on the Interview Committee. The eligible employee will be guaranteed an interview.
- 19.4 Medical Transfers - The District shall give alternate work when it is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee. Upon recovery, the employee will be returned to his/her former position.
- 19.5 Adding Hours to an Existing Position - In the event that additional time of thirty (30) minutes or less is added to an existing position the employee in the position may elect to accept the time without a need to advertise the additional hours to other employees or outside sources. (i.e. Café Assistant time is currently 3.5 hours. An additional .5 hours is needed and automatically extends the existing Café Assistants time to 4.0 hours if he/she accepts the hours.)

In the event the employee declines, the District will advertise the position to inside employees and outside sources. The additional hours are then considered to be a vacancy.

This would not supersede the provision in Article XX.

## ARTICLE XX LAYOFF PROCEDURES

20.1 Layoff - A layoff for purposes of this Article shall be considered as an involuntary separation of an employee due to lack of funds and/or lack of work. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or board action, in accordance with normal board procedures.

20.2 Determination of Seniority - Seniority shall be determined by date of hire within each class plus higher classes.

20.2.1 Date of hire shall be that date on which an employee first rendered paid service in a probationary/permanent status.

Date of hire is based on continuous employment or reemployment status. No period of unpaid absence of less than one-hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this agreement.

20.2.2 If two (2) or more employees subject to layoff have equal seniority with the employee hired first being retained, then the determination of who is the senior employee shall be made by drawing lots. This determination will be a permanent seniority placement.

20.2.3 Seniority List

- a. During July of each year, the District will compile a seniority list covering each employee and class under this agreement.
- b. The seniority list must indicate current classification and class seniority as of June 30<sup>th</sup>, of the previous school year.
- c. This seniority list will be posted on the CSEA bulletin board at each school site and work location, and five (5) copies will be provided to the association president.
- d. An employee who believes his/her seniority to be in error may file an appeal with the superintendent or designee within thirty (30) calendar days of the posting of the seniority listings.
- e. Each appeal will be answered in writing by the superintendent or designee, with a copy to the association president.
- f. If an error has been made, the list will be corrected and will again be posted with copies sent to the association president.
- g. In addition to the annual seniority list provided for above, the District will update the seniority list at the time any layoff notice is given.

20.3 Order of Layoff – Layoff shall be in reverse order of seniority in the job classification in which the layoff occurs. The following order will prevail in the reduction of classified personnel:

Displacement "Bumping" Rights

An employee who is laid off shall exercise bumping rights into the highest class/classification previously held, within a current or previously held class, providing they meet minimum qualifications and providing the classification into which they are bumping is equal or lower than the currently held position. The employee may bump the least senior employee in the classification with the same hourly assignment or closest thereto.

Where the employee is eligible to bump into more than one class the employee shall bump into the equal class.

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.

Reemployment Eligibility

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to make application and establish their qualification for vacant promotional positions within the District during the period of thirty-nine (39) months.

Return to Former Class/Classification

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the option of the employee, returned to a position in their former class or the positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by certified mail to the last address of the employee on record with the District.

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 reemployment.

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. The period shall be extended to the next workday if it would otherwise end on a non-workday.

The District may simultaneously send out notices of vacancy to more than one 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.

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 thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. If the employee accepts reemployment, he/she must report to work as soon as possible or within eleven (11) workdays following receipt of the reemployment offer unless a late reporting date is indicated on the reemployment offer or the District approved a later reporting date.

- 20.4 Notice of Layoff - 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 employee(s), the District shall notify CSEA Chapter president in writing of the proposed action.

No less than five (5) workdays before the date notices are sent to employees, the District will provide CSEA with an updated seniority roster for the classification(s) in which the layoff is anticipated. A list of positions and/or hours recommended for reduction or elimination and, for information only, any nonconfidential documents support in the need for layoff will be furnished to CSEA at the time such information is given to the Board of Trustees.

An employee may challenge his/her place on the seniority roster by making objections to the superintendent 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 involving such employee(s).

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 superintendent 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's local chapter 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 the reemployment rights.

Bona Fide Reduction or Elimination of Services - Bargaining unit members subject to layoff because of lack of work in the event of a bona fide reduction or elimination of service being performed by any department shall be given notice of layoff thirty (30) days before the effective date. They shall be informed of their reemployment rights and displacement rights.

- 20.5 Seniority - Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District. Step placement on the salary schedule shall be the same as on the layoff date.
- 20.6 Sick Leave Hours - Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
- 20.7 Vacation and Compensatory Time - 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.
- 20.8 Retirement in Lieu of Layoff - Employees who are eligible as determined by PERS may seek retirement in lieu of being laid off.

The District agrees that when an offer of employment is made to an eligible person retired under

this regulation, and the District received within five (5) working days a written acceptance of the offer the retired person shall be allowed sufficient time to terminate his/her retired status with PERS.

Definitions:

**Class:** A group of positions (classifications) within a job occupational family which have common characteristics and which are ranked according to a job family.

**Classification:** A position within a class which has a designated title, specific duties, responsibilities, and minimum qualifications and which has a designated salary range established for each position within a class.

20.9 Improper Layoff - An employee who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal class immediately upon discovery of error.

20.10 Effects of Layoff -

20.10.1 The District shall not transfer work due to layoffs out of the bargaining unit to certificated, confidential, management, or supervisory employees, volunteers, prisoners, short term, limited term, or substitute employees, students, or to other bargaining unit employees in different classifications.

20.10.2 The District shall not subcontract out the bargaining unit work performed by laid off employees or employees who have suffered a reduction in hours/work year as prescribed by current law. The District shall not expand the contracting out of any work currently performed or contract out for any other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees as prescribed by current law.

20.10.3 Laid off employees may volunteer to take a lateral transfer into an equal classification or a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid off employees who take such voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were demoted to preserve their return rights.

20.10.4 Laid off employees and employees affected by reductions in hours/work shall be offered the opportunity to fill within the class or any temporary, short term, limited term and substitute positions that become vacant in reverse order of seniority.

20.10.5 If the work is temporary in nature, the employee will be reemployed for said work at the previously held step of the appropriate range for the temporary classification.

20.10.6 The District shall not increase the current and existing workload of remaining bargaining unit employees as a result of the layoff and/or reduction in hours/work year of bargaining unit employees. During the evaluation process, the District shall take into consideration the effects of the layoff and its impacts on the evaluated employee.

20.10.7 Fringe benefits (health/welfare) will be continued for a period of three (3) months from the date of layoff, at the same pro-ration held prior to the layoff. District will continue to

pay the same pro-ration paid prior to layoff for the three-month period. At the expiration of the three-month period, the employee shall then be offered COBRA.

- 20.10.8 The District shall provide assistance in resume writing, testing and interviewing skills and techniques.
- 20.10.9 The District shall provide each employee with a letter of recommendation upon request of the employee.
- 20.10.10 In the event of the layoff of bus drivers, the District agrees that it will provide training opportunities in order that laid off drivers may maintain a valid Bus Driver's certificate, if training is available through the driver's first requalification, including training for requalification at the time of reinstatement (if necessary). The District will make appropriate vehicles available for the on-the-road portion of the license examination process. In addition, the District agrees to utilize laid off bus drivers for extra trips if the remaining bus drivers are unavailable or decline an extra trip assignment.
- 20.10.11 All employees being laid off and/or reduced in hours who have previously held the position in playground monitor shall have bumping rights.
- 20.10.12 All hours earned in a paid status by an employee while on layoff shall be counted as hours in paid status and will count in computation of seniority in the class from which they were laid off in the district.
- 20.10.13 Upon return from layoff within the same classification, an employee will be placed at the appropriate rate of pay for the length of service, in no instance lower than he/she was making at the time of the layoff.

**ARTICLE XXI**  
**SAFETY**

- 21.1 Report of Condition - Any employee who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing, including the reasons for believing it to be unsafe or unhealthy, to the appropriate administrator.



**ARTICLE XXII  
NEGOTIATING PROCEDURES**

22.1 Reopeners

- 22.1.1 The parties agree that for the duration of this Agreement, salary, benefits, plus two (2) Articles chosen by the Union and two (2) Articles chosen by the District, along with any other Articles mutually agreed upon, may be opened.
- 22.2 The Union shall present its initial negotiating proposals to the Superintendent by May 1st, in order for it to be presented to the Board at the regular board meeting in May. The Board shall give public notice with its initial negotiating proposals at the regular board meeting in June. No earlier than the first board meeting in July, the parties shall thereafter meet and negotiate in good faith.
- 22.3 During the last year of the Agreement (2011), the Union shall present its proposal for a successor Agreement to the Board at the Board's March 2011, meeting. The Board shall give public notice at its April meeting and negotiations shall commence no earlier than the first board meeting in May 2011.
- 22.4 Any tentative agreement between the parties shall be placed in writing and signed by them.
- 22.5 The parties shall meet at mutually agreeable times and places, with the intent to minimize interruptions in assigned work stations.
- 22.6 The Union shall receive release time for up to five (5) representatives for the purpose of negotiating.

## ARTICLE XXIII TRANSPORTATION

### 23.1 LICENSE REQUIREMENTS

23.1.1 The District will help drivers in their renewal requirements by providing in-service time, which will count towards the required time. Much of this will take place during the staff meetings, safety meetings, staff development, renewal classes, and workshops. Safety meetings will be paid and held on a regular basis during the school year.

23.1.2 The District shall provide at no cost to the member for any physical exams required which is a condition of continued employment and to keep their Medical Card current. The District shall inform all drivers of locations where they may receive the physical at no cost. If the employee elects to receive the required physical from a physician other than one selected by the District, the employee shall be reimbursed up to a maximum of \$58.00, or the current rate in effect for a DOT medical exam, within thirty (30) days after submission of proof of payment by the employee.

23.1.3 Within thirty (30) days after submission of proof of payment by the employee, the District shall reimburse drivers for:

- The renewal costs for obtaining a Renewed School Bus Driver's Certificate;  
and
- The renewal costs for the Class A or Class B license, with the appropriate endorsements as applicable.

23.1.4 Reexaminations for tuberculosis will be required every four (4) years. The District shall inform all drivers of the location at which they may receive this examination, which shall be at no cost to the employee.

23.1.5 All drivers are expected to keep all required licenses and certificates valid. The District shall notify all drivers at the beginning of the year regarding their expiration dates for their licenses, certificates, medical card or any other documentation required to remain in effect as a condition of employment.

23.1.6 Any driver who, as a result of an assigned field trip, and who must purchase a meal, shall be reimbursed for the cost of the meal up to the amount set by the Governing Board for its employees. Employees shall use the District reimbursement form. An itemized, detailed receipt, name of the teacher and school is required to accompany the reimbursement form. Once completed, such form should be turned into the Transportation Supervisor and the employee shall be reimbursed within thirty (30) days after submission of proof of payment/reimbursement form.

### 23.2 PERSONAL APPEARANCE AND CLOTHING

23.2.1 Drivers should be neatly and appropriately attired in clothing that would allow them to safely perform their duties.

### 23.3 ROUTES AND BIDDING

23.3.1 Route and route time bidding will take place fifteen school days after the start of the school year. This route time will be in effect until route bidding on the fifteenth school day of the following school year. Proposed routes will be posted for 3 work days prior to bidding. Any subsequent changes, after first day of posting, shall be immediately posted but are not required to remain posted for 3 days prior to bidding. Should a permanent route become vacant during the school year it will be posted for 3 work days.

Routes will be bid based on driver seniority. The driver with the highest seniority will start the route and route time selection until each driver in descending order of seniority has the opportunity to select a route and a bus. Drivers will have an option of choosing buses within those buses which match the route needs. Buses may be reassigned based on justified changes in route. All drivers according to seniority will select an AM/PM route and route time, then select a mid-day kindergarten route and route time; total shall not exceed an eight (8) hour work day and all drivers will be responsible for their routes on minimum day.

23.3.2 When a route increases it may be monitored for up to fifteen (15) school days. If the route is then adjusted, any route that increases in time fifteen (15) minutes or more shall be posted for three (3) working days and awarded according to driver seniority. The benefits will be retroactive to the first day if the same employee stays on the route. If a different employee takes the route based on the bidding in the contract, the benefits would increase for that employee the day he/she took the route.

23.3.3 Temporary Bid - If a driver is absent for an extended period (20 work days or more) the route/bus shall be filled on a temporary basis in the following manner:

- A. The route/bus assigned to the absent driver will be posted for 3 working days and bid on a seniority basis using the procedure described in Section 23.3.1.
- B. The bid process will continue by seniority until the least senior person has the opportunity to accept or reject all but the last vacancy. The last vacancy will be filled with a substitute.
- C. When the absent driver returns, all participants in the temporary bid will return to the position/hours/fringe benefits of their original assignment.

### 23.4 FIELD TRIPS - ROTATION

23.4.1 For the purpose of clarity, a field trip is defined as any activity requiring transportation other than the regular home to school.

23.4.2 All BUSD field trips will be scheduled through the Transportation Department and will utilize district equipment and drivers. When the field trip is requested for a day when equipment and/or qualified drivers are not available, then the district will make all reasonable efforts to work with the requester to determine if a different date and/or time is feasible. On those occasions when the rescheduling is not feasible or when a scheduled trip is compromised due to lack of qualified drivers or equipment and CSEA is notified and agrees, BUSD may contract outside the district for that specifically affected field trip.

CSEA does not waive any rights with respect to contracting out, nor shall the exception described in this section be used as justification for further contracting out.

23.4.3 Field Trip Bidding will take place on the third working day from the end of the month. In the event the third working day is not a regularly scheduled working day for all employees, Field Trip Bidding will take place on the first regularly scheduled working day for all employees just prior to the third working day. Regardless of the trip date, all trips for three (3) months following the bid day received in transportation and approved will be presented to the drivers for bidding.

23.4.4 Drivers will be offered trips at a monthly meeting on a rotation basis according to seniority and proficiency.

If the driver has not met the proficiency standards of a field trip, the next available trip for which the driver is proficient will be offered to the driver.

Drivers who are absent due to illness one day before an assigned/bid field-trip will be rotated and another driver will be assigned that trip. Drivers who are absent due to illness two days prior to an overnight assigned/bid field-trip will be rotated and another driver will be assigned that trip. The provisions of this paragraph do not apply if the employee has prior written approval of the Transportation Supervisor or his/her designee.

23.4.5 If a driver cannot attend the field trip selection meeting because he/she is on a field trip, jury duty, other District/transportation related duties, or District employment, he/she must notify the supervisor or designee. The driver will supply his/her choices in writing via proxy to the supervisor or designee.

23.4.6 There will be one (1) trip list, which will be rotated based on seniority. Drivers will rotate on this lists regardless of whether the driver accepts or refuses a trip. When a late trip request (24 hours or less) is received it will be assigned to the driver who is next on the trip list. If the driver cannot be reached to assign the late trip or refuses the trip, he/she will not be charged for that trip.

23.4.7 Field trips shall not be exchanged by the drivers.

23.4.8 Completed field trip requests will be date stamped with the date of receipt. Field trip requests received between bidding cycles that are to occur prior to the next Field Trip Bidding, will be made available for rotation upon receipt. Field trips that will not occur until after the next field trip bidding will be held for the next bid date. Field trips will be filed in a binder that is available for all drivers to review. Drivers are responsible for checking all aspects of the field trip prior to bidding.

23.4.9 The field trip rotation list will be updated weekly and posted in the Transportation Office.

23.4.10 Accommodations for overnight field-trips will be provided and will include a room with a bed and with a shower and bathroom within the facility.

23.4.11 During the first six months of employment, a driver shall only be allowed to bid/receive

field trips within the district boundaries.

### 23.5 MAKE-UP TRIPS

23.5.1 If a driver is assigned a trip that is postponed or cancelled, or the driver is taken off of the trip, the trip shall be treated as a cancellation and the driver will be offered the next available trip from the trip list.

Drivers who have bid on a trip or accepted a trip and are off on a leave the day of the trip will be rotated.

If a driver's bus is out-of-service or the capacity of the bus does not fit the requirements of the trip, he/she shall be assigned a suitable bus replacement or have the option of being offered the next available trip.

23.5.2 Drivers who have requested personal time off and are due to be offered a trip during the leave period and do not wish to change the leave shall be rotated. If the driver wishes to drive the trip, he/she may have the option of changing their leave period.

23.5.3 Trips received for the current month will be assigned in the rotation order of the drivers.

23.5.4 At the time of bidding and upon assignment to any trip, the driver will receive a copy of the trip.

### 23.6 SUMMER FIELD TRIPS

23.6.1 Drivers who wish to drive field trips during the summer recess or intersession will notify the supervisor, in writing, if they wish to be included in the process.

### 23.7 CANCELLATION AND CONVENIENCE TRIPS

23.7.1 Upon the cancellation or postponement of any trip, or if a driver is taken off of a trip, the assignment for the make-up trips shall be determined that day in the sequence of cancellation. This category will supersede the rotation. If two (2) cancellations occur on the same date; the driver whose trip was cancelled first will be assigned the next trip. The other driver will then be assigned.

23.7.2 Upon trips becoming cancellations, the affected driver will be given the next available trip.

### 23.8 CLEANING OF EQUIPMENT

23.8.1 Drivers are responsible for the cleanliness of their vehicles. As needed, bus windshield, floor, dash and windows shall be kept clean. Exterior of buses shall be kept clean and shall be washed no less than one (1) time per month.

### 23.9 TIME KEEPING

23.9.1 Drivers are required to keep their own daily time sheets and these time sheets should be kept current. No time sheet shall be changed without first notifying the employee.

- 23.9.2 Field trip time is kept from the time of departure from the yard (including preparation time) until the bus returns either to its normal school run or to the yard, and is cleaned and ready for service the next day. Field trip time runs straight through, including meal times.
- 23.9.3 Drivers on overnight trips shall receive no less than a total of eight (8) hours of paid time for each day the driver must stay overnight. As a part of the overnight trip package, on the day of return when an overnight stay will not be occurring, the driver will receive a day's total of not less than their regular days hours.
- 23.9.4 Reporting-in time for a regular workday is that time which allows the driver thirty (30) minutes for checking out the bus before the AM scheduled departure and/or thirty (30) minutes for each additional bus checked out.

A minimum of thirty (30) minutes per day will be allotted for fueling, sweeping and washing bus. Additional time will be allotted, with supervisor approval, as necessary. Layover time is forty-five (45) minutes and under.

- 23.9.5 A minimum of fifteen (15) minutes per day will be allotted for such as cleaning up after a sick child; returning students to school; waiting for late parents; discipline; calling parents; writing citations; conferences with student, parent, principal or supervisor; required attendance for alternative consequences and required paperwork. If additional time is required, permission from the supervisor must be obtained prior to working the extra time.

## 23.10 EXTRA WORK

- 23.10.1 Any extra work other than home to school or a field trip will be assigned by seniority to those employees who are available for the extra work and wish to perform the extra work. Only an emergency will supersede the assignment described in this section.

## ARTICLE XXIV DRUG TESTING

### 24.1 APPLICATION

The Federal Omnibus Transportation Employee Act of 1991 (The Omnibus Act) requires that all employees required to have a valid commercial driver's license be tested for alcohol and controlled substances.

The provisions of this article apply ONLY to employees whose duties include the driving of a commercial motor vehicle where a class A or class B driver's license is required.

### 24.2 NOTICE

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident and random testing while on duty as described below. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

All covered employees will be provided with a complete copy of the drug and alcohol testing article (CSEA Contract Article XXIV) and all Board Policies related to this issue annually.

Employees will not be recalled from approved leaves of absence for the purpose of drug and alcohol testing.

### 24.3 REASONABLE SUSPICION TESTING

24.3.1 A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.

24.3.2 The observations must be made by a supervisor/administrator who has received at least two hours training in identifying indicators of probable alcohol misuse and probable controlled substance use. Supervisors and other employees in jobs required to participate in the drug and alcohol testing will receive annual substance abuse training in accordance with the Omnibus Act.

24.3.3 If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor/administrator similarly trained.

24.3.4 Reasonable suspicion observation must be contemporaneous, i.e. they must be just before, during or just after the driver's performance of a safety-sensitive duty.

24.3.5 Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

24.3.6 Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The driver will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

Alcohol tests will be administered using a device that is on the Conforming Products List published by the National Highway Traffic Safety Administration (NHTSA).

The tests will be performed by a certified Breath Alcohol Technician (BAT).

24.3.7 A written record of the reasonable suspicion observations, dated and signed by all supervisors/administrators the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the driver when the results of the test are released.

24.3.8 No supervisor/administrator who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

#### 24.4 POST-ACCIDENT TESTING

24.4.1 The request for a post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life.

24.4.2 No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident.

24.4.3 If the employee is not tested for alcohol within eight (8) hours or for controlled substance within thirty-two (32) hours, the District shall maintain a record stating why the test was not administered.

24.4.4 Breath, urine or blood tests completed by local, state or federal officials may fulfill the requirements of this policy ONLY if a split sample was taken.

24.4.5 Prior to driving, all drivers shall be given necessary post-accident testing information, procedures and instructions by the employer.

#### 24.5 RANDOM TESTING

24.5.1 The annual percentage rate for random alcohol testing is 25% of the average number of driver positions. The annual percentage rate for random controlled substance testing is 50% of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any in the minimum rated required by these regulations. (See 49 C.F.R. Section 382.305, subd, (a).)

24.5.2 The pool of persons subject to random testing shall include all persons, including persons



not represented by CSEA, who actually drive a commercial motor vehicle for the employer, where a Class A or Class B license is required, during the month when the random selection occurs. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.

24.5.3 The employer may conduct random testing through a consortium with other employers but, in that case, the number of drivers to be tested must be based on the total number of drivers covered by the consortium who are subject to testing. The particular drivers randomly selected must be selected as if all drivers covered by the consortium worked for a single employer.

24.5.4 The selection of drivers for random testing must be solely by chance, utilizing a random number table of a computer-based random number generator matched with social security numbers.

24.5.5 The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.

#### 24.6 TESTING PROCEDURE

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

24.6.1 The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.

24.6.2 All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection site person is permitted except for the following reasons as stated in Title 49 of the Code of Federal Regulations, section 40.25, subdivision (e):

- A. Temperature outside normal range.
- B. Specific gravity.
- C. Clear and unequivocal conduct.

Observed tests shall ONLY be made by the same gender collection site person who is not employed by the driver's employer.

24.6.3 Except for a test requested by a driver for a test of the remainder of a split sample, the testing laboratory for controlled substance testing is:

Comprehensive Drug Testing, Inc.

The testing laboratory for controlled substance testing must be a forensic laboratory certified for such testing by the U.S. Department of Health and Human Services and agreed upon by the parties.

24.6.4 Any test that does not comply with the requirements of this section shall be treated as negative tests.

#### 24.7 COLLECTION SITE PROCEDURES

24.7.1 Upon arrival at the testing site, the employee shall follow the directions of the collector such as instructions to remove unnecessary outer garments, (i.e. coat, jacket, sweatshirt, sweater, hats, etc.). Personal belongings (i.e. purse, briefcase, beeper, etc.) must remain with the outer garments. The employee may retain his/her wallet on person.

24.7.2 Upon arrival at the collection site, the employee will be requested to present their California Driver's License for identification.

24.7.3 Failure to have proper identification will be noted on the Custody and Control form. The collection site will notify the Personnel Clerk and request guidance on action to be taken. A district employee placed in a position of authority relative to the drug and alcohol testing program will go directly to the collection site to make an identification in person.

##### Unobserved Collection

This is the routine urinalysis test conducted in the privacy of a restroom.

##### Direct Observation Collection

1. No test will be directly observed except for the reasons stated above (Article 24.6.2) and as outlined in the Act.
2. Direct observation collection will be done by the collector only with proper authorization from the Superintendent.
3. Only the employee and the collector will be in the toilet area when the collection is made. The collector, who will be of the same gender, will serve as the observer.
4. The collector will document the Custody and Control form to indicate the sample was collected under direct supervision.

#### 24.8 POSITIVE TESTS

24.8.1 A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol or greater as defined in the Part 40 rule. Such a test is positive even if that concentration is caused by prescribed medication.

24.8.2 A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:

- A. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
- B. 150 ng/ml of cocaine metabolite;
- C. 300 ng/ml of either morphine or codeine;

- D. 25 ng/ml of phencyclidine; or
- E. 500 ng/ml of amphetamine or methamphetamine;

and, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

24.8.3 No positive test for controlled substances shall be reported to the employer until after:

- A. The medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence;
- B. The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, and opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and
- C. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

24.8.4 If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

24.8.5 The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the driver's employer.

24.8.6 The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. Section 40.29 subd. (f).)

## 24.9 EFFECTS OF A POSITIVE TEST

24.9.1 If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater but less than 0.04, the driver will be placed on paid administrative leave for 24 hours, or, at the option of the employer, the driver may be assigned to duties that are not safety sensitive for the same time period. The driver shall return to regular duty at the end of this 24-hour period. The employer shall take no other action against a driver based solely on the test.

24.9.2 For all positive tests the district will provide the employee with two names of substance abuse rehabilitation services.

24.9.3 Drivers will be subject to discipline up to and including termination for alcohol concentration of .04 or higher (Vehicle Code Section 13353.2 (a)(3)) or controlled substance abuse if they test positive or refuse to submit to a test authorized by this article.

## 24.10 REPORTING TEST RESULTS

- 24.10.1 Drug and alcohol test results will be handled in a manner consistent with the Privacy Act.
- 24.10.2 Drug test results will be communicated in writing by the contract laboratory in a manner to ensure privacy. Alcohol test results will be communicated verbally by telephone from the Medical Review Officer to the Superintendent, followed up by written notifications.
- 24.10.3 All tested employees will receive a copy of all their written test results.
- 24.10.4 After the Medical Review Officer has completed all responsibilities necessary to interpret and evaluate a test result, the Medical Review Officer will disclose a verified positive test result only to the employee and the Superintendent, who will then inform the employee's immediate supervisor. The notification of the verified test result will be mailed only to the employee's home address on file at the District Office. Notification will be mailed by certified mail only.
- 24.10.5 After an employee has been notified of a positive test result, the employee's immediate supervisor will advise the employee that he/she may within seventy-two (72) hours request a second test of the split specimen and if desired, will arrange contact with the Medical Review Officer.
- 24.10.6 If a second test is requested, and it is conducted by the same laboratory as the first test, it will be a district expense. If the employee requests the split sample be sent to another laboratory, the employee will assume the cost above the amount that would have been paid at the original testing facility only if the sample tests positive.

## 24.11 RECORDS MAINTENANCE

- 24.11.1 All random test lists generated by Comprehensive Drug Testing (CDT) for the District will be sent to the personnel clerk at the District Office.
- 24.11.2 The personnel clerk will maintain all drug and alcohol testing documentation in such a manner as to prevent unauthorized access.

## 24.12 FAILURE TO REPORT TO COLLECTION SITE

- 24.12.1 If an employee fails to appear at the testing site for a required test, the "failure to appear" will be noted in their personnel file including the date, time, and location of the missed appointment.
- 24.12.2 If the employee can provide documentation of a reasonable excuse for the "failure to appear" for the required testing, the supervisor will re-schedule the test.
- 24.12.3 An employee who fails to provide adequate documentation of why they failed to appear for required testing, fails to appear for re-scheduled testing, or refuses to be tested, will be placed on administrative leave pending termination.

24.13 FAILURE TO PROVIDE SPECIMEN

24.13.1 If an employee fails to provide a sufficient quantity of urine, (45 milliliters for a split sample) the employee will be asked to drink fluids to facilitate urination. The employee will be given two (2) hours to provide a specimen.

24.13.2 After an employee has taken in additional fluids, if the employee is still unable to provide a sufficient quantity of urine, the inability to provide a specimen will be recorded on the Custody and Control form and a test will be re-scheduled for the following work day.

24.13.3 Following the same process described in item #1 above, if an employee fails to provide a sufficient quantity of urine a second time, a Medical Review Officer will contact the employee for a medical justification for the employee's repeated failure to provide a specimen.

24.13.4 If the Medical Review Officer finds no medical basis for the repeated failure to provide a specimen of sufficient quantity, the failure will be treated as a refusal to test.

24.14 MISCELLANEOUS

24.14.1 Drivers will receive their regular pay for time required to take the tests specified in this article. The employer will pay for these tests.

24.14.2 The parties agree to treat all test results as confidential medical records.

24.14.3 All drivers subject to this article shall receive training on alcohol misuse and controlled substance use. In addition, all CSEA stewards (or others designated by CSEA) at the drivers work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.

24.14.4 The employer shall not question a driver concerning the use of alcohol or controlled substances without first informing the driver of the right to have a union representative present throughout the questioning. If the driver then requests union representation, no such questioning shall occur in the absence of the union representative. The employer shall not use any information obtained in violation of this paragraph in any action against the driver.

ARTICLE XXV  
YEAR-ROUND EDUCATION

25.1 The following procedures shall be in effect if the Board of Trustees takes action to change a school from a traditional calendar to a year-round education calendar:

The parties recognize that some factors that relate to year-round education scheduling and are within the scope of bargaining may not have been identified. Should problems arise because of such unanticipated factors, the parties agree to meet for the purpose of resolving those problems.

25.2 ASSIGNMENTS

25.2.1 Employees currently assigned to a newly designated year-round site/route shall be given first consideration for retention at that site/route.

25.2.2 Unit members from other sites/routes in the district who apply to fill vacancies at a year-round site/route shall be given first consideration for transfer, within classification, before recruiting from outside the district.

25.2.3 No employee, who is assigned to a site/route affected by year-round education, shall suffer a loss in assigned time and/or benefits.

25.2.4 Employees currently assigned to a newly designated year-round site/route, who do not wish to remain at that site/route, shall be given first consideration for other vacancies in the district.

25.2.5 If the classified employee(s) choose not to extend their work year to eleven or twelve months, the extra work will be made available to district employees through the current posting and selecting process before outside applicants will be considered.

25.2.6 Employees who do not wish to work twelve (12) months shall be allowed to transfer to other vacant positions in the district.

25.2.7 Those wanting to be considered for a transfer must file a notice of intent with the district office. Transportation employees will use the bidding process based on seniority. See Transfer, Article XVIII and Transportation, Article XXII.

25.2.8 Employees assigned to a year-round site/route, in a twelve (12) month position, shall be paid over twelve (12) monthly pay periods for each school year and will earn vacation and sick leave as twelve (12) month employees.

25.2.9 No employee will be required to transfer into a year-round site/route unless there is no other vacant position.

25.2.10 Unit members who are off track and/or on vacation or recess, will be given priority, within classification, for temporary replacement for an absent unit member.

If the temporary replacement is needed in the same classification in which the employee is regularly assigned, the unit member will be paid at his/her regular rate.

If the temporary replacement is needed in a classification in which the substituting employee is not regularly assigned, the unit member will be paid at the substitute rate for the position.

### 25.3 LEAVES

25.3.1 Twelve (12) month employees shall be encouraged to take vacation during the regular winter and/or spring recesses, but they will not be required to take vacation during these times.

25.3.2 Twelve (12) month employees at a year-round site shall be given first priority for vacation scheduling before less than twelve (12) month employees at the site are scheduled.

25.3.3 Vacation, sick leave and holiday pay will be as for other employees in the bargaining unit.

25.3.4 It is recognized by the parties that employees who are assigned to the year-round program may not receive all holidays on the days specified dependent on the particular calendar for each year-round track. Employees shall, however, receive the same number of holidays according to their assignment basis as other employees in the same classification and on the same assignment basis.

If employees in the year-round program are unable to take a holiday on the specified date, the district shall provide a substitute holiday for such employee, or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule.

### 25.4 EXIT LANGUAGE

25.4.1 In the event that the district decides to return a site which is a year-round site to a traditional calendar and/or establish a new/additional year-round site, it shall advise the classified staff in writing and negotiate with the Union at least six (6) months in advance.

### 25.5 MISCELLANEOUS YEAR-ROUND EDUCATION PROVISIONS

25.5.1 Children of employees working on a year-round track shall be given first consideration for same track placement provided they are residents of the district.

### 25.6 STAFFING

25.6.1 To meet the needs of year-round education, the district may provide additional staffing to support the increased enrollment. Staffing needs may be requested to be reviewed by either the union or the district. If agreement is not reached, the issue will be negotiated.

25.6.2 Additional hours and/or personnel may be provided by the district to assist in setting up and maintaining class lists, files, reports and other related duties by office and library personnel for the initial change from a "traditional" to a year-round calendar at each year-round site and for in and out days.

25.6.3 Currently assigned employees will have preference for additional hours and/or days not to exceed eight (8) hours per day.

25.6.4 Unit members who apply to fill in for an employee by working extra hours and/or months of a position on year-round (within classification) shall be given first consideration before recruiting from outside the district.

25.7 TRANSPORTATION

25.7.1 Year-round Education Bus Routes

All bus drivers shall have at least a traditional work year. Any bus driver affected by year-round education shall not incur a reduction in hours or benefits.



**ARTICLE XXVI  
CATASTROPHIC SICK/INJURY LEAVE BANK**

26.1 The School District shall establish a Catastrophic Sick Leave Bank (CSLB). All unit members may then donate earned and unused sick leave hours and/or earned and unused vacation hours. This donation shall be irrevocable, and shall be accomplished by the employee filing a "Sick Leave Bank Irrevocable Deposit Form". The form shall clearly state that the sick leave hours and/or vacation hours being donated are irrevocably given to the CSLB and cannot be rescinded for any reason whatsoever. A donation to the CSLB shall be a general donation, and shall not be donated to a specific employee for his/her exclusive use.

26.2 Eligibility

26.2.1 Eligibility is limited to those who have donated to the CSLB.

26.2.2 Newly hired employees are eligible to participate in the CSLB by completing the appropriate election form within sixty (60) days of their hire date.

26.2.3 Unit members who elect not to join the CSLB upon first becoming eligible have a waiting period of one (1) year after joining the bank before becoming eligible to withdraw from the bank.

26.3 Donations to CSLB –

26.3.1 Donations to CSLB shall be authorized by the unit member and submitted on the appropriate election form. The election will be on a year to year basis, during the annual solicitation period identified in the following sub-section.

26.3.2 The solicitation of sick leave bank donations shall be submitted to the District annually only during the period of May 1 through June 15, unless the Sick Leave Bank decreases to 500 hours, in which case the parties may mutually agree to another donation period.

26.3.3 Any participant who does not use all of their accrued vacation time and who anticipates exceeding the number of hours eligible to receive a full year's accrual for the coming year may donate the excess hours to the CSLB on June 15 of each year.

26.3.4 An employee may not donate more than ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during the winter or spring recess periods.

26.3.5 Minimum donations The number of hours that a unit member can donate must equal or exceed the total number of hours in paid status in one regular work day, but may not exceed the limits set in 26.3.4.

26.4 Bank Withdrawals-

26.4.1 Employees who suffer a catastrophic illness/injury which results in the employee using all available paid leaves, including regular sick leave, vacation, compensatory time off, and

available industrial accident and illness leave, shall become eligible to use this catastrophic leave bank, subject to the restrictions and conditions outlined in this section.

26.4.2 Severe Incapacitating Illness – The participant or his/her immediate family shall have suffered severe incapacitating illness or injury which is expected to continue for an extended period of time, as certified by the attending physician, and which prevents the participant from properly performing his/her district duties.

26.4.3 Incapacitated Member – Should a member suffer a severe incapacitating illness or injury that leaves them unable to communicate their need for a CSLB withdrawal – The member's next of kin or legal guardian may make the withdrawal request on behalf of the member. The request shall include a summary statement of the member's situation and documentation noted in 26.4.5.

26.4.4 Any participant seeking a withdrawal from CSLB shall submit a "Sick Leave Bank Request for Withdrawal Form". This form shall be submitted to the Payroll Office, who will forward the completed form to the Chapter President for consideration by the CSLB Approval Committee. The request shall state the maximum number of days being requested by the employee. The request shall state the maximum number of hours being requested by the employee.

26.4.5 Required Documentation – Any request for a CSLB withdrawal must be accompanied by a written statement from a licensed physician indicating the nature of the illness/injury and the probable length of absence from work. Committee members (26.4.8) will be required to keep the nature of the illness/injury confidential.

Whereas the Committee is under no obligation to fund a withdrawal request from the CSLB, all requests will be considered and approved or denied with ten (10) business days.

26.4.6 Considered in Paid Status - Participants who are granted a withdrawal from the CSLB are considered to be in paid status.

26.4.7 One used Day Equal to the Employee's Regular Pay - When a participant uses a day from the CSLB, pay for that day shall be the same amount paid the participant, had the participant worked that day.

26.4.8 CSLB Approval Committee – The CSLB Approval Committee shall consist of the President of CSEA Chapter #683, and two members from the classified bargaining unit. The Committee shall consider the request of the employee. Approval of any request shall require a majority vote of the Committee members.

26.4.9 Maximum Withdrawal Per Request - The maximum number of hours that may be withdrawn per request shall not exceed the participant's current work hours in a three (3) month work calendar. If more hours are needed, the participant must apply for another withdrawal by completing the appropriate form.

## 26.5 Miscellaneous:

26.5.1 Non-use of allotted CSLB hours – If a member is granted a withdrawal from the CSLB and does not use the full amount, any unused hours will be given back to the bank

at the end of the school year in which the hours were granted.

26.5.2 Extended use – If a member who was granted a withdrawal has unused hours returned to the CSLB at the end of the school year and requires more, they must fill out another request form for more hours.

26.5.3 CSLB participants who are denied a withdrawal have 30 days to appeal the denial by providing new/additional information regarding the request to the committee.

26.5.4 The CSLB Approval Committee is the final authority regarding withdrawals from the CSLB bank. Such final authority is not subject to the grievance procedure, review by PERB or litigation and the parties specifically waive any rights to review.

**ARTICLE XXVII  
MISCELLANEOUS PROVISIONS**

- 27.1 Reopener: If, during the term of this Agreement (i.e., July 1, 2011 through June 30, 2014), should any state legislative action result in the District being repaid deferred COLA, the parties agree to reopen negotiations on the salary article and health and welfare article.
- 27.2 Effect of this Agreement - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete Agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducement, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.
- 27.3 Board Policies Referenced - The following provisions of current board policy shall by reference be part of the Agreement to the extent the parties shall negotiate in good faith prior to any modifications: Reclassification and Discipline and Promotions, provided, however, that the Union does not waive any rights to negotiate on any issue, including those stated above, to the extent it has such a right by law.

**ARTICLE XXVIII**  
**SAVINGS**

- 28.1 Should any of the provisions of this Agreement be determined by a court of competent jurisdiction to be contrary to law, the balance of the Agreement shall in all aspects remain in full force and effect.
  
- 28.2 Upon request of either party, CSEA and the District will meet and negotiate language to replace the affected provisions.

