

**CONTRACTUAL  
AGREEMENT**

**between**

**LODI UNIFIED  
SCHOOL DISTRICT**

**and**

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
CHAPTER 77**

**July 1, 2017 through June 30, 2020**



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## **PREAMBLE**

This Agreement is by and between Lodi Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Lodi Chapter #77, hereinafter referred to as CSEA. The parties agree that article and section headings do not affect the scope, meaning, or intent of the negotiated provisions of this Agreement.

### **I. RECOGNITION**

The District hereby acknowledges that the California School Employees Association and its Lodi Chapter #77, hereinafter referred to as CSEA, is the exclusive bargaining representative for all classified employees and all newly created positions except those that are lawfully designated certificated, management, confidential or supervisory. If an agreement to modify the exclusive bargaining unit is not reached by the District and CSEA, then these cases shall be submitted to PERB for resolution.

### **II. DISCRIMINATION**

#### **A. Title VII**

Neither the District nor CSEA will discriminate in any manner against any employee because of race, religion, creed, national origin, age, or sex as provided by Title VII, Civil Rights Act.

#### **B. Guarantee**

Neither the District nor CSEA shall threaten or discriminate against employees exercising any of their rights guaranteed by law.

### **III. DISTRICT RIGHTS**

#### **A. Manage and Direct**

The Association recognizes that the Governing Board has the responsibility and authority to manage and direct all operations and activities of the school district to the full extent authorized by law provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement.

#### **B. Retained Rights**

Within this framework, the Governing Board retains the right to hire, classify, promote, transfer, assign, evaluate, terminate, and discipline employees and to take action on any matter in the event of an emergency. The exercise of these responsibilities by the Board; the adoption of policies, rules and practices in furtherance of them, shall be limited only by the specific terms of this Agreement.

#### **IV. ORGANIZATIONAL RIGHTS (Revised 1995-1996/2007-2008)**

##### **A. Rights (Revised 2007-2008)**

CSEA shall have the following rights, in addition to those contained elsewhere in this Agreement:

1. The right to reasonable release time and access to areas in which employees work for the purpose of representing bargaining unit members on grievances. (See Article IV.B.2.)
2. The right to review employee personnel files, and any other records dealing with employees, when accompanied by the employee. (See also Article V.A.3. and .4.)
3. The right to use without charge institutional equipment, facilities, buildings, bulletin boards, mailboxes, for official communication directed to members by authorized organizational designees. The District shall be reimbursed for all costs (typically: long distance telephone charges, bulk paper, duplicating charges, and warehouse supplies) incurred. Except with prior written approval, use shall not disrupt the programs of the District and shall be at a time when the member is not required/scheduled to render service to the District (this does not apply to copying orders placed with the District's print shop).
4. To be supplied with an updated alphabetical list of all bargaining unit members to include hire date, classification, contract hours and location by the 1st of October of each year.
5. The right to review or receive upon request, copies of material related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement. If confidential material is released, pursuant to Article V.A.4. or another request, CSEA shall indemnify and hold the District harmless from any claims or lawsuits that result from CSEA's use of this material. (See also Article V.A.)
6. The right of release time for up to eleven (11) bargaining unit members, without loss of compensation, to attend the CSEA annual conference.
  - a. Other unit members will be granted release time to attend the CSEA annual conference either without pay or in vacation status.

7. An employee who is elected or appointed to a CSEA state office may be granted a leave of absence to conduct necessary CSEA business up to three (3) days per year. Should such officer find additional time necessary, he/she may petition the Superintendent for additional time with or without pay at the discretion of the Superintendent.

**B. Job Stewards (Revised 2013 / 2016-2017)**

The District recognizes the need and affirms the right of CSEA to designate Job Stewards. It is agreed that CSEA, in appointing such stewards, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems quickly and at the lowest level of supervision.

1. CSEA shall designate Job Stewards and electronically notify the District in writing of their names and the group they represent. This electronic notice shall be made as soon as reasonably possible after appointment. If a change is made, the District shall be advised in writing of such change.
2. After receiving permission from his/her immediate supervisor, one (1) Job Steward shall be permitted to leave his/her normal work area to investigate, and/or present support material pertinent to resolving employee disputes. A newly appointed, inexperienced Job Steward may be accompanied by an experienced CSEA representative on his/her initial investigations (including related meetings) for training purposes.
  - a. Permission to leave shall not be unreasonably denied.
  - b. The Job Steward shall arrange with the supervisor of the grievant for a suitable time to conduct such business.
  - c. The Job Steward shall submit an agreed-upon form which sets forth the hours they were released and the general nature of the dispute which required his/her attention.
3. CSEA may appoint up to nine (9) unit members and the District may appoint up to nine (9) members of management to serve on the Employer-Employee Relations Committee. The purpose of the committee is to meet and discuss items of concern to each party and strive to work out solutions to solve them.

**C. Contact By Employees**

Except in emergencies (specifically limited to situations involving the health and/or safety of an employee), employees shall contact Chapter offices, Site

Representatives, Job Stewards, and/or the Classified Personnel Office during non-work time. (Note: Added 1989-90)

**D. Contract Review and Distribution (Revised 2013)**

1. Upon completion of successor negotiations, CSEA shall review, and approve, a draft of the updated collective bargaining agreement (“Agreement”).
2. Upon approval (as evidenced by receipt of a signed copy of the Agreement), the District shall, within sixty (60) calendar days:
  - a. Post the Agreement on the District website; and
  - b. Supply thirty-five (35) printed copies of the Agreement to the CSEA President; and
  - c. Make printed copies available in the Personnel department to bargaining unit members upon request.
3. Subsequent Notification
  - a. New unit members shall be supplied with a copy of the Agreement at the time of employment.
  - b. Revision made to the Agreement during its term shall be posted. Printed copies shall be available in the Personnel department to bargaining unit members upon request.

**V. EMPLOYEE RIGHTS**

**A. Personnel Files**

1. The Personnel File of each employee shall be maintained at the District’s central administrative office.
2. Employees shall be provided with copies of any derogatory material ten (10) workdays before it is placed in the employee’s personnel file. The employee shall be given opportunity to respond without loss of pay. If a response is written, it shall be filed with the material.
3. An employee shall have the right to examine and/or obtain, at cost, copies of the material in his/her personnel file. Normally, the inspection is made at a time when the employee is not actually required to render services to the District (exception will be made for employees whose work hours coincide with the District Office work hours). (Revised 1995-96)

4. All Personnel Files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examination was made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA staff representative (not a District employee), if authorized, in writing, by the employee.

The log shall be maintained in the employee's personnel file.

5. Any material written for placement in an employee's personnel file shall be signed and dated. Such material shall be initialed and dated by the classified personnel officer when placed in the personnel file.

**B. Evaluation Procedure**

1. All regular classified employees shall be evaluated by their immediate supervisor in accordance with the following schedule:
  - a. **Probationary Employees** may be evaluated at least once during the probationary period.
  - b. **Permanent Employees** in the unit shall be evaluated prior to their anniversary date and in no case less than once every year. Performance evaluation reports shall be made by the employee's immediate supervisor on forms prescribed by the District.
2. Any evaluation shall be based on the direct observation and knowledge of the evaluator. Any factor on the performance evaluation form marked "needs improvement" or "unsatisfactory" shall require constructive suggestions for improvement.
3. The immediate supervisor shall present the performance evaluation report to the employee and counsel with him/her. The evaluation shall be placed in the employee's personnel file only after a discussion has been held with the employee and he/she has had an opportunity to review and comment on it.
4. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. Should the employee not agree with his/her performance evaluation, he/she may, within ten (10) working days, write a rebuttal which will be attached to the evaluation report. Performance evaluation reports shall be placed in the employee's personnel file maintained in the

District office, and shall be available for review in connection with interviews.

5. Any employee in the bargaining unit may utilize the grievance procedure provided in this Agreement for resolving any procedural disputes arising under this Article.

## VI. DEFINITIONS (Revised 2013)

- A. **Cause** - Relating to disciplinary actions against classified employees, means those grounds for discipline or offenses enumerated in the law or the written rules of a public school employer. No disciplinary action may be maintained for CAUSE other than as defined by the Governing Board.
- B. **Classification** - Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- C. **Permanent Employee** - Is a regular employee who has successfully completed the probationary period.
- D. **Probationary Employee** - Is a regular employee who will become permanent upon completion of the prescribed probationary period which shall not exceed six (6) calendar months or 130 days of service from date of hire.
- E. **Reclassification** - Means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.
- F. **Regular Employee** - Is a classified employee who has probationary or permanent status.
- G. **Regular Employee/Short-Term Assignment** - (Added 1985) Is the assignment of extra hours to a regular employee for a limited period of time to perform a specific service that is not a part of or a continuation of a regular assignment; and upon completion of which, the specific service will no longer be required.
  1. It is the District's intent to make additional hours available to current District employees through extra short-term assignments whenever possible, i.e., when work schedules or site assignments do not conflict and employees are qualified to perform the work. Since this work is not ongoing in nature, the employee's basic or regular assignment will not be increased; however, sick leave and vacation entitlement will be prorated based on the additional hours.

Employees will also benefit from additional income and PERS/Social Security credits, if eligible in their regular assignment.

2. Compensation for short-term assignments to regular employees shall be as follows:
  - a. If the employee is currently in the same classification, at their same rate of pay; or
  - b. If the assignment is to a classification with a higher range, the employee shall be compensated at the step which will provide at least a five percent (5%) salary increase except the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that classification.

**H. Seniority** - For purposes of this Agreement, seniority shall be defined as the employee's hire date with the District. In the event two (2) or more employees have the same hire date, seniority will be determined by lot.

**I. Electronic Notice** – Unless otherwise specified, is defined as electronic notification to a District-issued email account.

**J. Posted** – Unless otherwise specified, is defined as posted, in writing, in accessible locations at District job sites and electronic notice to each Job Steward.

## **VII. HOURS AND OVERTIME**

### **A. Workweek (Revised 2000-01)**

#### **1. Typical Configuration**

The workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.

#### **2. Four Day Week**

The District may establish a ten (10) hour per day, forty (40) hour, four consecutive day workweek for all, or certain classes of its employees, for employees within a class or for certain specified employees, provided the establishment of such a workweek has the concurrence of the Association.

#### **3. Extension on Overtime Basis**

This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

**B. Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The provisions of this Article shall not restrict the use of split schedules or shifts, or the extension of the regular working hour schedule on an overtime basis when such is necessary to carry on the duties of the District.

**C. Shift Changes**

The District shall, when permitted by the circumstances, provide an employee with two (2) weeks' notice of any shift change that alters starting or ending time by more than one (1) hour.

**D. Adjustment of Assigned Time**

Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more, excluding holidays, shall have his/her basic assignment changed to reflect the longer hours to acquire fringe benefits on a properly prorated basis.

**E. Lunch Periods (Revised 2000-01)**

An employee who has a workday of five (5) or more hours shall receive an unpaid duty free meal period of not less than one-half (½) hour nor more than one (1) hour. Whenever possible, this meal period will be scheduled during the middle of the shift. This section shall not apply to employees assigned to a split shift.

**F. Rest Periods**

Employees shall receive a fifteen (15) minute rest period in each four (4) hour working period. The immediate supervisor shall determine when the rest period is to be taken and the number of employees to be off at any one time. Each employee is expected to use this period for relaxation. This period is not to be used to lengthen the lunch period, shorten the workday, or make up for lost time.

The District will endeavor to make available at each work site adequate lunchroom and lavatory facilities for classified employees.



**G. Overtime (Revised 2001-02)**

1. For Full-Time Employees

- a. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Overtime hours shall be compensated at the rate of pay equal to one and one-half (1 ½) the regular rate of pay for the employee.
- b. All hours worked on the seventh consecutive day of work for full time employees shall be compensated at double the regular rate of pay.

2. For Less Than Full-Time Employees

- a. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth day worked following the commencement of the workweek at the rate equal to one and one-half (1 ½) the regular rate of pay of the employee designated and authorized to perform the work.
- b. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day worked following the commencement of his workweek, be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

3. Time for Payment (Revised 2013)

The employee shall be compensated for the overtime in the next practicable payroll.

**H. Rotating Overtime (Added 2001-02)**

1. General Provisions

- a. Qualified Employees

Permanent employees in the following classifications shall be permitted to sign up for assignment of pre-scheduled overtime (see I.1.b. below):

Cafeteria Assistant I	Lead Custodian
Campus Security	Lead Groundskeeper
Carpenter	Lead Heating & Air-Conditioning Tech
Custodian	Lead Painter
Electrician	Locksmith
Glazier	Maintenance I, II, and III
Groundskeeper	Mechanic III
Head Custodian	Painter
Heating and Air-Conditioning Tech	Plumber
Lead Carpenter	Pool Maintenance Worker
	Utility Worker

b. Initial Placement on the List

- (1) Separate lists shall be maintained for:
  - (a) District-based Maintenance and Operations employees;
  - (b) Custodians/Utility Workers/Campus Security (which shall be further divided by site).
- (2) Interested employees in one of the above referenced classifications shall be placed on the appropriate overtime list in the following manner:
  - (a) Permanent employees were initially placed on the appropriate list in order of seniority.
  - (b) Permanent employees that sign up after a list is in existence shall be placed at the bottom of the appropriate list currently in rotation. Placement will not necessarily be in order of seniority.

c. Type of Overtime Assignments

- (1) This sub-Article applies to pre-scheduled overtime with the exception of Cafeteria Assistant I overtime.
- (2) In the case of Maintenance and Operation employees, it applies only to unskilled labor assignments (e.g., set up for graduation or school site transfers between tracks).

- (3) It specifically does not include, for any employee, overtime which is an incidental extension of a normal work day.
- d. There shall be no trading of overtime assignments.
- e. In the absence of qualified volunteers, the District retains the right to assign overtime.
- f. A record of all overtime assignments will be maintained for twelve (12) months for reference.

2. Assignments from the List

- a. Rotation of the List
  - (1) An employee who accepts an overtime assignment shall be rotated to the bottom of the list.
  - (2) An employee who accepts an overtime assignment, and then is subsequently unavailable, shall be rotated to the bottom of the list.
  - (3) An employee who refuses an overtime assignment, which has been offered at least three (3) calendar days in advance, shall be rotated to the bottom of the list.
  - (4) An employee who must refuse an overtime assignment due to a subpoena, jury duty, or other verified school-related business, shall not be rotated to the bottom of the list.

b. Unskilled Labor and Moving Assignments

Unskilled labor assignments shall be offered first to employees on the Maintenance I and II list and second to employees on the “All Other Employees” list.

c. Assignments On an Emergency Basis

When overtime is necessary on an emergency basis, the District shall assign any employee it deems appropriate regardless of the nature of the work required.

d. Food Service Assignments

When overtime or extra hours are available at the end of the shift, that overtime or extra hours assignment shall be offered first to the employee on the overtime list for that shift.

3. Cancelled Assignments

When an overtime assignment has been accepted, and then cancelled by the District, the supervisor will attempt to give that employee a replacement. The attempt will be made during the period between the cancellation and when the employee's name next rotates to the top of the list. The replacement, if available, will come from a short-notice task and may not be equal in hours to the cancelled assignment. Only one replacement assignment will be made.

4. Removal from List

An employee's name shall be removed from the list for a period of six months if he/she:

- Unreasonably refuses offered assignments; or
- Fails to report to a scheduled assignment without proper cause; or
- Unsatisfactory performance, which shall have been identified for the employee on at least one prior occasion, while on the overtime assignment.

**I. Extra Activity Assignment/Cafeteria (Clarified 2001-02)**

1. When the cafeteria is to be used for extra activity assignments, at least one (1) cafeteria worker from that kitchen must be on duty to oversee the use of the kitchen and the equipment.
2. To be eligible for an evening extra activity work assignment, an employee must be at work to perform his/her regular assigned hours that day.
3. For the use of school sites by community or school functions, where employees in the bargaining unit are needed, an extra work activity roster shall be maintained at each work site. The list shall be for seniority by hire date for each classification. This list shall rotate from greatest seniority to the least seniority for a fiscal year - July through June. If an employee passes by an extra activity work assignment, he/she shall be charged in the same manner as if he/she had worked and the list shall continue to rotate. Three (3) refusals

shall eliminate that employee's name from the work roster for the remainder of the year.

4. Cafeteria employees who are assigned to extra activity work at school sites outside their normal working day shall be compensated for their services at the rate of time and one-half (1 ½). This rate applies whether or not the employee has worked an eight (8) hour day or forty (40) hour week. A minimum of two (2) hours will be granted for each occasion.

**J. Compensatory Time Off (Revised 1986-87/2004-05)**

A unit member shall be permitted to choose compensatory time off (CTO) in lieu of cash compensation provided he/she is "under" the vacation cap set forth in Article XII: Vacation (paragraph I). An eligible employee may have, at any time, up to eighty (80) hours of CTO on the Books. CTO shall be taken at a time mutually acceptable to the employee and the District. All CTO hours on the books on any December 31st shall be liquidated at the employee's hourly rate on that date.

**K. Split Shift Premium (Revised 2000-01/2007-08)**

1. Employees in the bargaining unit, whose actual work day contains a break:
  - a. In excess of one (1) hour and up to two and one-half (2 ½) hours shall be paid a split shift premium of Two Dollars (\$2.00) for each day worked;
  - b. In excess of two and one-half (2 ½) hours shall be paid a split shift premium of Six Dollars (\$6.00) for each day worked.
  - c. The amounts set forth in paragraphs a. and b. above are not cumulative.
  - d. No employee shall receive more than one (1) Split Shift Premium on any work day.
2. In lieu of number 1 above, a Crossing Guard assigned to work, and who actually works, both a.m. and p.m. Crossing Guard assignment shall receive an Eight Dollar (\$8.00) per day split shift premium.
3. Entitlement to Split Shift Premium shall be recorded on a time card and paid by supplemental check.

**L. Shift Differential (Revised 2000-01/2004-05/2007-08)**

1. Ends at/or after 8:00 p.m.

A regular employee whose regularly assigned work shift ends at or after 8:00 p.m. shall be paid at a rate that is one (1) range higher for all hours in his/her regular assignment.

*Note: Any regular employee who was receiving a shift differential on the date of ratification of this Agreement under the “old” language (and who does not meet the requirements of the “new” language) shall be entitled to continue to receive the “old” shift differential by submitting a time card. This shall continue only for so long as the employee remains in the position occupied on the date of ratifications.*

**M. Minimum Call in Time**

1. Any employee called in to work on a day when the employee is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate rate of pay.
2. If an employee is assigned to work on a day when the employee is not scheduled to work, he/she shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

**N. Call Back Time**

An employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate irrespective of the actual time less than that required to be worked.

**O. Extended Work Year (Revised 2013)**

1. If the District maintains school sessions at times other than during the regular academic year, regular classified employees of the District shall be assigned for service during such times.
2. Available positions within the bargaining unit shall be posted for a period of ten (10) working days during which time employees within the unit may apply for the position by submitting written applications to the Personnel Office.

Selection of employees for the extended work year will be made on the basis of qualifications within classification; however, employees working with special education or severely handicapped students

during the academic school year shall have first opportunity to fill a position working with special education or severely handicapped students. Should candidates be equally qualified in the classification, selection will be determined by hire date seniority.

3. An employee of the bargaining unit shall receive, on a prorated basis, for services performed during the extended year not less than the compensation and benefits which are applicable to that classification during the regular academic year.

**P. Any Other Agreements**

If any change in the academic days is made by agreement between the District and other representative organizations, no regular classified employee shall be harmed.

**VIII. PAY AND ALLOWANCES**

**A. Regular Rate of Pay (Revised 2000-01)**

1. The regular rate of pay for each position in the bargaining unit shall be in accordance with rates established for each class as provided by the Classified Salary Schedule.
2. A twelve (12) month employee shall be granted a “floating day off,” to be scheduled with the concurrence of his/her supervisor, during the winter break. This “floating day off” shall have no cash value. It is granted in full and complete settlement of twelve (12) month work years which can vary from two hundred fifty-nine (259) to two hundred sixty-two (262) work days.

**B. Progression on Salary Schedule (Revised 2006-07 / 2010-11)**

1. New employees shall typically be placed at step “A” for the applicable class. A new employee may, however, be placed at Step “B” or “C” in consideration of qualifications, education, job-related experience, and recruitment difficulties.
2. An employee who starts on Step “A” shall advance to Step “B” on the salary schedule on July 1<sup>st</sup> after successfully completing six (6) months of paid service during the probationary period. Establishment of the anniversary date for the subsequent annual step increases on the Classified Salary Schedule shall be on July 1<sup>st</sup> after successfully completing (12) months of paid service.
3. An employee who begins on Step “B” or “C,” shall advance to the next higher step on July 1<sup>st</sup> after successfully completing twelve (12) months of paid service.

4. It is the intent of the parties that all Anniversary dates be July 1<sup>st</sup>.

**C. Pay Date**

Employees not on a timecard in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

**D. Payroll Errors**

Any payroll error resulting in insufficient payment or overpayment for an employee in the bargaining unit, shall be corrected to the nearest possible date for the benefit of the employee. If an error is made by the District in overpayment for any reason, agreement must be made in writing with the employee as to the amount that would be taken out of his/her paycheck to reimburse the District.

**E. Lost Checks**

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than seven (7) working days following the employee's demand of the payroll department for replacement of the check.

**F. Travel Expenses**

**1. Use of Vehicle**

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current District rate per mile for all miles driven between sites on behalf of the District.

**2. Lodging**

Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging in accordance with District policy. When possible, the District shall provide advance funds to the employee for such lodging.

**3. Meals**

The cost of meals will be reimbursed in accordance with District policy if the following criteria are met:

- a. The meal expense is incurred during the performance of official District business.



- b. The meal expense is incurred outside District boundaries.
- c. To be eligible for breakfast and/or dinner reimbursement, the employee must have been required to begin and/or end work more than two (2) hours before or after the normal shift.
- d. Meals will not be reimbursed if the employee is in paid status during the meal period.
- e. On official District trips of more than one day's duration, necessary meals will be reimbursed.
- f. The District shall reimburse for the actual and necessary cost of meals. Necessary costs shall be reasonable for the geographic area where they are incurred.

**G. Reclassification (Revised 2005-06)**

Definition: Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

- 1. Any classified employee who feels his/her position should be reclassified will address, in writing, to the Director of Personnel or a CSEA Employer-Employee Relations Committee (EERC) appointee, a request that his/her position be reclassified. The memo will include the reasons for the request and the position he/she feels would be the proper classification.
- 2. The Director of Personnel will investigate the request interviewing both the employee and his/her supervisor.
- 3. The Director of Personnel shall issue findings and recommendations to the EERC. Committee members will have an opportunity for input before the recommendation is taken to Cabinet and the Governing Board.
  - a. **Reclassification to a Higher Classification**  
  
An employee whose position is reclassified to a higher position shall be placed on the same step on the new range.
  - b. **Reclassification to a Lower Classification**  
  
An employee whose position is reclassified to a lower range shall be placed in the lower range at an equal salary.

If the current salary of the employee is higher than the maximum of the lower range, the current salary of the employee shall remain at the current salary until a future increase brings the lower range high enough to allow progress on the new range.

**H. Compensation During Training (Revised 2001-02/2013)**

1. An employee who is directed by the District to attend training sessions or otherwise engage in training shall receive compensation as follows:
  - a. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
  - b. When the training occurs outside the employee's regularly assigned working hours, the employee shall be paid straight time or overtime in accordance with FLSA rules.
2. The District agrees to provide employees with interim promotional opportunities to improve standards of performance and the skills of employees.
  - a. Interim promotional opportunities will take place whenever possible during working hours. Should the opportunity be held outside a regular work schedule, the employee will be compensated at straight time; unless participation was for professional growth purposes in which case no pay shall be received.
  - b. Employees interested in interim promotional opportunities shall notify the Director of Personnel on the District form. When interim promotional opportunities are available, the most qualified employee who has indicated an interest shall be offered this opportunity. If qualifications are equal, then seniority shall apply.

**I. Annual Notice of Employment (Clarified 2001-02)**

The Annual Notice of Employment shall contain status of employee, date of hire, assigned hours, salary range and anniversary step increments for the fiscal year, longevity and Professional Growth.

**J. Pay on Reemployment After Resignation (Added 2001-02)**

1. A classified employee who voluntarily resigns after three (3) years of satisfactory service with the District and who is re-employed within one (1) year shall be reinstated with the rights and privileges that were in effect at the time of resignation.
2. Salary placement shall be as follows:
  - a. If re-employed in the same classification, he/she shall be placed on the same salary step at the time of resignation.
  - b. If re-employed in a job related classification, he/she shall be placed on a salary step that shall result in the least reduction of salary.
3. Rights and privileges means:
  - a. vacation accrual rate shall be the same as that which existed on the date of resignation.
  - b. unless the employee has otherwise utilized or distributed his/her sick leave, prior hours of accrued and unused sick leave that existed on the date of resignation shall be restored to the employee.
4. Rights and privileges specifically does not include use by the employee of his/her previous hire date for any future purpose including, by way of illustration and not limitation, layoffs and retiree health benefits. Upon reemployment, an employee shall receive a new hire date which shall be the date of his/her reemployment.
5. To receive the benefits of this section, the three (3) years of satisfactory service must have been in a probationary or permanent capacity and does not include any service in a substitute or short-term capacity.

**K. Compensation For Employee Working Out Of Classification**

Employees assigned for five (5) or more work days out of fifteen (15) calendar days to a position with a higher classification shall receive the next higher amount on the new salary range that shall result in at least a five (5) percent increment in salary for whatever time he/she fills the temporary position.

**IX. EMPLOYEE EXPENSES**

**A. Uniforms**

The District shall furnish uniforms and identification for mechanics.

**B. Physical Examinations**

1. The District will pay the cost for medical examination required as a condition of employment for any employee. The physician will be selected by the District.
2. If physical examinations are required as a condition of continued employment, the District will pay the cost to a physician of the District's choice or an equal amount to the physician of the employee's choice.

**X. HEALTH AND WELFARE BENEFITS (Revised 1996-97/1999-00/2004-05)**

**A. Active Employees**

Each unit member shall be entitled to receive medical, dental and other insurance benefits in accordance with Addendum #3.

**B. Retired Employees (Revised 1989-90/1999-00/2001-02)**

Pursuant to the terms set forth below, the District agrees to provide coverage for retirees who have applied for PERS retirement:

1. General Provisions
  - a. The unit member must be one of the following at the time he/she separates from service and applies for PERS retirement:
    - (1) At least fifty-five (55) years of age and have been employed by the District for at least fifteen (15) continuous years; or
    - (2) At least fifty (50) years of age and have been employed by the District for at least twenty (20) continuous years.
    - (3) For the purposes of (1) and (2) above, periods of layoff shall not constitute a break in service nor shall the time on the reemployment list be counted towards years of service.
  - b. The insurance coverage(s) offered to retirees shall be the same as those which are offered to active employees in the month the benefit is received.
  - c. Part-time employees who are at least four (4) hours, shall receive a prorated entitlement which is based upon the number of hours in their base assignment at the time of

their retirement. This entitlement is contingent upon the employee paying the remaining balance.

- d. Should the retiree die before the end of the period he/she is eligible for a District-paid contribution for retiree benefits, benefits may be continued by a surviving spouse (if any) until the date the benefit would have been discontinued had the retiree lived.
  - e. A retired employee who has reached the end of the period of eligibility for a District contribution for retiree benefits may, if permitted by lawful rules of the insurance provider, purchase continued coverage at his/her sole expense. Such purchase shall include the administration fee levied by the insurance provider.
  - f. As appropriate, the District will enroll retirees in a tiered structure. Any retiree who is enrolled in a plan offered by the District (Health, Dental, or Vision) which costs more than the District's required monthly contribution will be required to pay the monthly difference in advance (only one (1) month is required, but an employee may pay three (3), six (6) or twelve (12) months in advance). Failure to pay will result in cancellation of insurance for non-payment of premium.
  - g. A retiree who does not utilize the full District contribution is not entitled to cash back.
  - h. An eligible retiree shall cooperate with the District in coordinating MediCare entitlements with these retiree benefits to minimize District expenditures for the required plan coverages.
  - i. If the bargaining unit redirects all or a portion of the benefit dollars for an active employee, the District's obligation to an existing retiree would be "frozen" at the amount which existed on the effective date of the change.
2. At the time of separation from District service and application for PERS retirement, an eligible unit member may make a one-time, irrevocable election among the following three options:
- a. Sixty (60) months of benefits
    - (1) Employee may select medical, dental and vision provided such plans are available to active employees.

- (2) Coverage (i.e. full family, employee plus spouse, or employee only) shall be determined annually at time of open enrollment. Changes in dependent status may be made during a benefit year upon the occurrence of a “qualifying” event.
- (3) The required contribution by the District for a full time retiree shall be the same dollar amount which is provided for a full time active employee in the month the benefit is received.
- (4) This benefit shall cease at the end of the month in which the retiree is eligible for MediCare or age sixty-five (65), whichever occurs first.

b. Eighty-four (84) months of benefits

- (1) This shall include only medical.
- (2) Coverage shall be employee only.
- (3) The required contribution by the District for a full-time retiree shall be the dollar amount for the single rate of the least expensive plan offered for an active employee in the month the benefit is received. This amount may a) fluctuate depending upon plans offered in any year; b) may be applied to any benefit plan for which the retiree qualifies; and c) is not modified by an Employee’s eligibility for Medicare plan.
- (4) This benefit shall cease at the end of eighty-four (84) months of benefits.

c. One Hundred Twenty (120) months of benefits

- (1) Employee may select medical, dental and vision provided such plans are available to active employees.
- (2) Coverage (i.e. full family, employee plus spouse, or employee only) shall be no greater than that which existed on the date of the employee’s separation from service.
- (3) The required contribution by the District for a full time retiree shall be one-half the dollar amount

which is provided for a full time active employee in the month the benefit is received.

- (4) This benefit shall cease at the end of the month in which the retiree is eligible for MediCare or age sixty-five (65), whichever occurs first.
3. If an eligible retiree establishes a permanent residence out of the State or an area within the State where current plans are not available, he/she shall have the following options:
  - a. Enroll in one (1) of the other plans (e.g. PPO) available to retirees; or
  - b. Enroll in a non-District HMO available at his/her residence and apply for reimbursement of premiums. Reimbursement shall be made in arrears in six (6) months increments (January-June and July-December). Reimbursement requests shall be supported by documentation and shall be the actual premium cost, not to exceed the CAP (less dental and vision).

## **XI. HOLIDAYS**

### **A. Scheduled Holidays (Revised 1988-89)**

The District agrees to provide all eligible full-time and part-time employees with the following holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Birthday
Thanksgiving Day	Lincoln's Birthday
Friday after Thanksgiving	Washington's Birthday
Christmas	Memorial Day

### **B. Additional Holidays**

Additional holidays shall be any day appointed by the President, or the Governor of the State, as provided for in subdivisions (b) and (c) of the Education Code, Section 37220, for a public fast, Thanksgiving or holiday, or any day declared a holiday under Education Code Section 1318 for classified employees.

### **C. Holidays on Saturday or Sunday**

When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed

herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

**D. Holiday Eligibility**

An employee shall be entitled to the holidays listed herein, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

**E. Bonus Holiday (New 1990-91)**

Any employee who does not utilize any sick leave during an entire fiscal year may use one (1) bonus holiday during the subsequent fiscal year.

1. The entitlement to this day shall not be cumulative.
2. The day shall be scheduled at a time mutually agreeable to the employee and his/her supervisor.

**F. Pay for Hours Worked on Holidays (Relocated From Article VII 2001/02)**

All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1½) times the regular rate of pay.

**XII. VACATION (Revised 2013)**

**A. Eligibility**

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 - June 30<sup>th</sup>.

**B. Accumulation**

Vacation time shall be earned and accumulated on an hourly basis (excluding overtime), based upon an employee's regular assignment. While not vested until accrued, each July 1<sup>st</sup> a unit member shall have access to his/her projected vacation for the current fiscal year. To accommodate this, the projected vacation accrual will be "front loaded" to the unit member.

Effective July 1, 2013:

1. The following vacation schedule shall be in effect for full time unit members contracted to work twelve (12) months per year during the terms of this Agreement.
2. Vacation accrual amounts shall be based upon an employee's "Vacation Base Date." It is the intention of the parties to establish



July 1 of the fiscal year in which an employee is hired as the Vacation Base Date for the employee. (See examples in XII.C.)

**C. Schedule (Revised 1988-89/2013)**

		<b><u>Hourly</u></b>	<b><u>Yearly</u></b>
1.	From first (1st) day through four (4) years	0.053846	14 Days
2.	From the fifth (5th) year through nine (9) years	0.065384	17 Days
3.	From the tenth (10th) year through fourteen (14) years	0.076923	20 Days
4.	From the fifteenth (15th) year through nineteen (19) years	0.088461	23 Days
5.	Twenty years and over	0.092307	24 Days

*Examples:*

- Robert was hired on September 1, 2012. Robert's vacation base date is July 1, 2012.
- Bridget was hired on January 8, 2013. Bridget's vacation base date is July 1, 2012.
- Cris was hired on May 15, 2013. Cris's vacation base date is July 1, 2012.

**D. Vacation Scheduling**

Vacation shall be scheduled in advance at times requested by employees, insofar as practicable, as determined by the employee's immediate supervisor and within the work requirements of the District. If there is a conflict between employees who are working at the same sites as to when vacations shall be taken, the employee with the greatest District seniority (hire date) requesting vacation shall be given preference.

1. Vacation shall not be scheduled during the first six (6) months of employment; however, upon successful completion of six months of paid service, vacation may be scheduled including all vacation accrued during this six (6) month period and any accrued vacation thereafter.
2. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

**E. Part-Time Employees**

1. Pro-Rated

Regularly employed part-time employees in the bargaining unit shall be entitled to prorated vacation.

2. Annualization

Effective July 1, 2013, an employee who works less than twelve (12) months per year shall have all vacation annualized in his/her pay. Notwithstanding, employees who have a pre-existing vacation accrual balance as of July 1, 2013 shall be exempt from annualization.

3. Work in Excess of Part-Time Assignment

Vacation accrued pursuant to Education Code § 45137 shall, after reconciliation, be paid out to employees.

4. Extended Work Year

Vacation accrued as a result of work in the extended school year program shall be paid to the employee in the next practicable pay period following the month in which it is earned.

**F. Vacation Records**

The District shall furnish to each employee of the bargaining unit a current record of accrued vacation time by July 15 for twelve (12) month employees and September 15 for all other employees.

**G. Vacation Pay**

Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status (overtime excluded).

**H. Vacation Pay Upon Termination**

When a regular employee who has completed six (6) months of service separates for any reason, he/she shall be entitled to all vacation pay accrued and not used.

**I. Vacation Postponement**

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request:

1. that his/her vacation date be changed. The District shall grant such request in accordance with vacation dates available at that time.

2. to carry over his/her vacation to the following year. Such request shall be made through submission (within two (2) weeks of the employee's return to duty) of a written vacation plan to the employee's supervisor for approval.

**J. Vacation Carryover (Revised 1996-97)**

1. Full-Time Employees

- a. A full-time employee may carry over accrued vacation from one fiscal year to the succeeding year up to a maximum of the following:

Up to ten (10) years of service	10 days
Ten (10) years through nineteen (19) years of service	15 days
Twenty (20) years and over (New 1987-88)	20 days

- b. Every July 1, vacation accrual in excess of the maximum carry over permitted shall be paid out in the next practicable supplemental pay period (typically September 10<sup>th</sup>).

2. Part-Time Employees

- a. Carryover in Excess of the Maximum

Effective upon ratification, vacation accrual in excess of the maximum carry over permitted (see J.1.a.) shall be paid out to employee.

- b. Carryover Within the Maximum

Employees with vacation accrual at or below the maximum carryover permitted:

- (1) Shall be permitted to schedule vacation in accordance with Section D until such time as their vacation accrual is depleted.
- (2) In the alternative to, or in conjunction with, 2.b(1), an employee may submit a written request no later than June 30 for the payment of any or all vacation accrual. Payment, to the extent requested, shall be annualized in the employee's regular paychecks for the succeeding school year.

**K. Holidays**

When a holiday as defined in this Agreement falls during the scheduled vacation of any regular employee, such holiday shall not be charged against the employee's vacation balance, provided the employee was in paid status on the day preceding the holiday or the day following the holiday.

### **XIII. LEAVES**

#### **A. Sick Leave (Revised 2009-10)**

1. Sick leave for personal illness, injury or quarantine, will accrue to all regular employees on the basis of one (1) day's leave for each month of service rendered. Sick leave for part-time employees shall be computed proportionately. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
2. Credit for sick leave need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
3. Permanent employees shall be credited annually with one (1) year's allowance of sick leave, which must be subsequently earned. In the event an employee leaves the classified service after having used more than the total amount earned at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.
4. To accrue sick leave for any month, an employee must work at least ten (10) of the working days in that month.
5. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law.
6. At the discretion of the Director of Personnel, the District may request a verification of illness or injury from the employee's treating physician any time there is reasonable basis to believe that sick leave has been abused by the employee. At that time of such request, the Director of Personnel will notify the CSEA President. No employee shall be required to provide verification unless requested by the Director of Personnel.

**B. Supplemental Sick Leave (Revised 1989-90)**

1. Each July 1, the District shall credit each permanent bargaining unit member with one hundred (100) working days of paid supplemental sick leave. This entitlement is not cumulative.
2. The employee shall first use the days accumulated pursuant to A. These days shall be compensated at the employee's normal daily rate.
3. Thereafter, the employee shall be entitled to utilize, if required because of extended illness or injury, the one hundred (100) working days. These days shall be compensated at two-thirds (2/3) the employee's normal daily rate.
4. Verification of an employee's illness from the employee's personal medical doctor or one selected by the District shall be required by the District.
5. No full pay or supplemental leave payments shall be made during the period of the school year in which the employee would not normally be employed.

**C. Industrial Accident or Illness Leave (Revised 1989-90)**

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

1. Up to sixty (60) working days of pay and benefits shall be allowed in any one (1) fiscal year for the same accident or illness.
2. Industrial accident or illness leave will commence on the first day of absence.
3. Allowable leave shall not be cumulative from year to year.
4. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

6. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.
8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
9. Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
10. Only absences which are supported by a doctor's certificate and have been verified to be the result of a work connected injury or illness can be paid under the appropriate leave policy. Any absence which cannot be verified shall be charged against the employee's personal illness leave or other appropriate leave or salary will be deducted.
11. Whenever possible, injuries shall be reported within twenty-four (24) hours of the occurrence of the injury on forms provided by the District.

**D. Health Leave**

Any regular employee of the District may, at the discretion of the Board, be granted a leave of absence without pay for reasons of health. Such leave to be specified for a period of time of not more than one (1) year. Such leave may be extended in case of serious health conditions for not more than eighteen (18) months total.

**E. Bereavement Leave**

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of up to three (3) days, or five (5) days if travel beyond three-hundred (300) air miles one way is required. The immediate family is defined as: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, step-parents, step children of the

employee or his/her spouse and any relative living in the household of the employee.

**F. Maternity Leave (Revised 1994-95)**

1. Pregnancy Disability Leave

This leave shall be granted subject to the following conditions:

- a. Employees shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth, and recovery there from.
- b. The employee's physician shall verify the employee's disability.
- c. Although leaves are generally not available to probationary employees, this leave and sick leave are available. The District will, however, extend the probationary period for any such days of unpaid leave to ensure a full twelve (12) months of service.

2. Additional Maternity Leave

Female employees in positions that are part of the classified service may be granted maternity leave of up to four (4) months without compensation (this period shall include all time granted pursuant to F.1.).

**G. Child Rearing Leave (Revised 1994-95)**

An employee who is the natural parent of a newborn child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of three (3) months, and shall be granted upon giving the District four (4) weeks' notice prior to the anticipated date on which the leave is to commence when possible.

**H. Personal Necessity Leave (Revised 1994-95/2000-01)**

Up to seven (7) days of absence for illness or injury earned pursuant to Education Code Section 45191 (sick leave) may be used by regular employees in cases of personal necessity which are defined as follows:

1. Death of a member of his/her immediate family when additional leave is required beyond that provided by bereavement leave (see Article XIII.E.).

2. Accident or illness, involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court, or before any administrative tribunal, as either a party or a witness under subpoena.
4. Two (2) days of this leave may be used in each fiscal year for compelling Personal Importance. The employee using such leave shall be required to file a written statement with the Personnel Department that such leave was not used for any of the following purposes.
  - a. Recreation
  - b. Vacation Recreational Travel
  - c. Engaging in other employment
  - d. Work stoppage or strike

**I. Military Leave**

An employee shall be entitled to military leave as provided for in the Military, Veteran's and Education Code.

**J. Trial and Inquest Jury Duty Leave (Revised 2001-02)**

1. The District shall grant a leave of absence to an employee for jury duty without loss of pay.
  - a. Fees other than reimbursed expenses paid the employee for such service shall be payable to the District.
  - b. Notwithstanding J.1.a., an employee may elect to be "docked" for the day and retain the jury service fee.
2. When an employee is excused from the jury selection process in San Joaquin County prior to twelve (12) noon, he/she shall return to work.
3. When an employee is excused from the jury selection process outside of San Joaquin County prior to twelve (12) noon, he/she shall contact their immediate supervisor to determine if it is practicable for the employee to return to work.
4. If an employee has been impaneled on a jury, he/she shall be released from duty on each such day.



**K. General Leave**

Whenever no other leaves are available, a permanent employee may apply for a general leave of absence without pay. The authority to grant a general leave of absence not to exceed thirty (30) working days rests with the Superintendent / Designee. The authority to grant a general leave in excess of thirty (30) working days rests with the Governing Board.

**L. Placement on Reemployment List (Revised 1989-90)**

1. When all available leaves of absence, paid or unpaid, have been exhausted and if a permanent employee is not medically able to assume the duties of their previous position, the permanent employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.
2. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the persons' previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
3. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

**M. Docking Notifications (Added 2013)**

The District will attempt to notify an employee in advance when his/her pay is docked.

**XIV. TRANSFERS**

A transfer is a change of work site by an employee without a change in classification. A work site is defined as the school or District site to which the employee is assigned.

**A. Employee Initiated Transfer (Revised 2013)**

Permanent classified employees with satisfactory performance evaluations (i.e. received an overall rating of "Outstanding" or "Meets Standards") are eligible to file a written transfer request with the Classified Personnel Department. The request shall be on the District form and indicate the job site(s) or one of the specific listed geographical locations to which transfer is desired.

Transfer requests must be received prior to the date of the vacancy being posted.

The Personnel Department will establish a voluntary transfer request list. Upon notification of a vacancy, the Classified Personnel Department shall contact regular, permanent employees qualified under the provisions of this article who have indicated an interest in the specific job site.

Regular permanent employees are limited to one (1) voluntary transfer during a twelve (12) month period.

Employees requesting transfers shall be considered on the basis of program needs, qualifications, evaluations and seniority in that order. If there are two (2) or more employees equally qualified, then hire date seniority within classification will prevail.

Reasons for denial of employee initiated transfers shall be given within five (5) days of the denial, if requested by the employee. An employee who has requested transfer and declines three (3) opportunities within one (1) year shall have his/her name removed from the transfer list.

The District shall provide CSEA, at least monthly, with electronic notice of transfers which have occurred pursuant to this sub-article.

Probationary employees of the District shall not be eligible for voluntary transfers.

**B. District Initiated Transfers**

1. A permanent employee may be transferred based upon the needs and best interest of the District and/or employee, provided that such transfer will not result in loss of pay or benefits to the employee.
2. An employee shall be notified five (5) days prior to the effective date of the transfer whenever practical.
3. CSEA shall be notified of the transfer, provided the employee involved approves such notice. The employee will be provided with a form to sign acknowledging that the District has informed him/her of the right to have CSEA representation.

**C. District Initiated Transfers (Funding/Program Change) (New 1986-87)**

Should any site experience a loss of funding or program changes, the displaced employee(s) will be transferred from the site to an available vacancy at another site based on seniority as follows:

1. A seniority list will be prepared for all employees in the classification, at the site, who are affected by the program change or funding loss.

2. Seniority will be based upon date of hire in the District in the affected classification.

Placement at the new site may not necessarily be in the same grade level, funding source or program. The preceding procedure shall only apply to transfers due to the circumstances set forth above.

The layoff procedure of this Agreement will be utilized when it is not possible to transfer a displaced employee to a vacant position.

**D. Medical Transfer**

The District may give alternate work within classification when available to a permanent employee who has become medically unable to satisfactorily perform his/her regular assigned duties. If an employee is unable to perform the duties of his/her classification, the District will make every attempt to provide alternative work, if available, in a classification for which the employee is qualified. The employee and CSEA shall be notified in writing within five (5) days whenever practical.

**XV. JOB VACANCIES (Revised 1984-85/2006-07/2013)**

**A. Posted Notices (Revised 2013)**

Job stewards and negotiation team members will receive electronic notice of job vacancies. Job vacancies within the bargaining unit will be posted for a period of ten (10) working days during which time employees within the unit may apply for the position by submitting written application to the personnel office. A bargaining unit employee on leave or layoff may authorize, in writing, a job steward to file on his/her behalf.

1. Postings shall contain job title, a brief description of the position and duties, the minimum qualifications required for the position, licenses and certificates, assigned job site, number of hours per day, work shift (if other than standard day-time hours), days per week, months per year, salary range, and deadline for filing to fill vacancy.
2. Paper-screening of applicants and selection for interviews will be completed by the Director of Personnel. In the absence of the Director, a qualified Administrator may be appointed to paper screen.
3. A classified employee who successfully applies for a position in a lower range, shall be placed on a step on the lower range which will result in the least reduction in salary.

**B. Application For Promotion**

Permanent employees of the bargaining unit are encouraged to apply for promotional vacancies providing he/she meets the qualifications of the job description and has satisfactory performance evaluations.

**C. Test Scores**

Employees who have test scores in their present classification meeting the qualifications of the advertised vacancy and have satisfactory performance evaluations shall not be retested.

1. Employees applying for promotional positions who are not performing duties which meet the qualifications of the new position may be required to take a practical job skill test.
2. In the event a practical job skill test is to be administered as part of the interview process, this requirement shall be noted in the Job Vacancy Announcement, and the test will be administered prior to the interviews.

**D. Interview Team**

1. The Personnel Office, in accordance with the appropriate administrator, shall appoint the interview team. CSEA shall appoint a trained representative to participate in interviews for positions in classifications above range 40. In addition, CSEA shall have the right to appoint a representative to serve on the interview panel for Head Custodian.
2. Release time for interviews will be with the approval of the immediate supervisor. In no case shall the selection process be impeded if a bargaining unit member is unavailable to participate on the interview panel.

**E. Qualification Standards**

All applicants shall be evaluated on qualification standards relating directly to the duties, responsibilities, and requirements of the position. The District shall attempt to promote from within the bargaining unit. If two (2) or more employees are equally qualified, then hire date seniority shall prevail.

1. In the event a unit member is not selected to fill the vacancy, he/she shall be entitled to a conference, upon request, with the Classified Personnel Officer. The request shall be filed no later than ten (10) days after the selection is made. He/she may request written reasons for non-selection. All applicants will be notified of the interview results.

**F. Salary Increase On Promotion (Revised 2013)**

1. A permanent employee in the bargaining unit receiving a promotion shall either be placed on step C in the new classification or be placed on that step which shall result in at least a five (5) percent increase in salary, whichever is greater; except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that classification. A new anniversary date shall be established, and the employee shall serve twelve (12) calendar months before becoming eligible for each subsequent step increase.
2. The District shall not permanently fill the employee's previous assignment until the employee has satisfactorily completed the trial period.
3. An employee promoted to a higher classification shall satisfactorily complete a trial period not to exceed six (6) months; if the evaluations during the period show unsatisfactory performance, the employee will return to his/her former assignment.
4. The trial period will be offset (day for day) by time served in an IPO, "Interim Promotional Opportunity," in the same classification and same PCN "Position Control Number."

**G. Consideration Of Probationary Employees**

If there are no permanent employees in the bargaining unit who qualify for the job vacancy, then probationary employees may be considered. If a probationary employee is selected for the promotional vacancy, he/she will have to serve the entire twelve month probationary period in the new classification.

**XVI. LAYOFF PROCEDURE (Revised 2004-05/2013)**

**A. Definitions**

The following definitions shall be used in applying this Article:

1. Layoff: A layoff shall be:
  - a. an involuntary separation from active service of a regular classified employee
2. Reasons for Layoff: A layoff may occur for lack of work or lack of Funds.

3. Eligible Employee:

An eligible employee, for bumping purposes, is one who:

- a. has been notified of the elimination of his/her position and scheduled for layoff; or
- b. has been notified of a reduction of hours; or
- c. is subject to being bumped by a person defined in A.3.a. or A.3.b.

4. Job Profile:

Job profile means assigned hours per day, days per week and work year.

**B. Seniority**

- 1. Layoffs shall be made on a District wide basis in reverse order of seniority within classification.
- 2. Seniority shall be determined by date of hire with the District in a regular classified position. (Revised 1987-88)
  - a. Seniority shall be credited in the classification of layoff plus higher classifications in which the employee had regular status.
  - b. If two (2) or more employees subject to layoff have equal seniority in the classification of layoff, the tie shall be broken based on total length of District service as a regular employee; if a tie still exists, determination will be made by lot.
- 3. A break in service which is caused by resignation, dismissal, or other severance of the employment relationship shall establish a new hire date.

**C. Notice of Layoff (Revised 2013)**

- 1. The District shall give written notice to each employee subject to layoff or bumping. Notice shall be given at least sixty (60) calendar days prior to the effective date of layoff.
- 2. The notice shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.

**D. Reemployment Lists (Revised 2013)**

1. Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months. The District shall provide the CSEA Chapter President a copy of this list quarterly. The Chapter President shall also be provided with a copy of the list within a reasonable time following a written request. Such requests shall not be submitted more than monthly.
2. Employees who experience a reduction in hours or a voluntary demotion to avoid layoff shall be given an additional twenty-four (24) months on the reemployment list (total sixty-three [63]).

**E. Offers of Reemployment**

1. Offers of reemployment shall be made in reverse order of layoff, within a classification, as vacancies occur.
2. Typically, an offer of reemployment will first be made verbally. Such a verbal offer will be confirmed in writing. Individuals will have three (3) working days from personal verbal contact to respond. CSEA shall be notified if the District is unable to contact an employee and shall have two (2) additional working days (total of five [5]) to assist the District in making contact before the employee is bypassed.
3. The individual's name shall be permanently removed from the reemployment list if:
  - (a) he/she fails to respond to an offer of reemployment in a timely manner; or
  - (b) he/she refuses two (2) offers of employment which would make them "whole."

**F. Retirement in Lieu of Layoff**

Regular employees who qualify may elect to accept a PERS service retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the PERS provided for this purpose. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with this regulation.

**G. Bumping Rights and Procedures**

The rights and procedures set forth in this paragraph have been negotiated to afford senior employees the opportunity to protect their job profile by utilizing

its provisions. During the term of this Agreement, this paragraph shall constitute the only procedure to be utilized when layoffs/reductions of hours are necessary.

1. Bumping in the Classification of Layoff

a. **By Work Site:**

(1) School Sites:

If the position of an eligible employee is eliminated at a school site, and other positions in the classification of layoff will remain at that site, the employee may bump any person in the classification at the site who has less seniority and the same or fewer hours in his/her position.

(2) Non-School Sites:

If the position of an eligible employee is eliminated at a non-school site, and other positions in the classification of Layoff will remain at a non-school site, the employee may bump the least senior person in the classification at a non-school site with the same or fewer hours in his/her position.

(3) General

If the District could have made the employee “whole” through the bumping process set forth in G.1 below, an employee who elects this process (bumping by work site) shall **NOT** have his/her name placed on the reemployment list.

b. **District-wide:**

(1) If an eligible employee does not, or cannot, bump another employee in the classification by work site (G.1.a.), the provisions set forth in this paragraph (G.1.b) shall apply.

(2) An eligible employee shall have the right to bump that employee in the classification of layoff who has the least seniority and a job profile that most closely approximates that of the eligible employee.



- (3) Notwithstanding G.1.b.(2), however, an employee may bump the least senior employee with that job profile immediately greater if that is the only choice available.

2. Bumping into a Prior Classification

- a. An eligible employee may, in certain circumstances (see G.2.b.), have the right to bump into a prior classification.
- b. An eligible employee only bump into a prior classification if:
  - (1) The prior classification was at an equal or lower salary level;
  - (2) A position in the classification of layoff or the same or lesser hours at the employee's work site held by a less senior employee; or
  - (3) The eligible employee had a regular status in the prior classification;
- c. An eligible employee may:
  - (1) choose a vacant position, if it exists; or
  - (2) bump the least senior employee in the prior classification by job profile (as measured by contracted hours on the date of layoff).

In either case, the personnel action shall constitute a layoff and the eligible employee shall have his/her name placed on the reemployment list for the classification of layoff.

3. Bumping Procedures

By classification, eligible employees will be sent a written notice of the scheduled layoff/job selection meeting. Copies of the written notices shall be provided to the CSEA Chapter President. At the meeting, District representatives will (in seniority order beginning with the most senior) advise each eligible employee of his/her options. CSEA will be invited to have a representative present.

- a. Options, depending upon availability, may include:
  - (1) A vacant position in the classification of layoff; or

- (2) A position in the classification of layoff or the same or lesser hours at the employee's work site held by a less senior employee; or
  - (3) A similar job profile position at another site in the District occupied by the least senior employee in the classification of layoff; or
  - (4) A vacant position in a prior classification in which the employee had prior regular status (see G.2.c.(1)) or the least senior employee in the prior classification (see G.2.c.(2) above).
- b. The eligible employee will have a reasonable time (typically five (5) to ten (10) minutes) to select from available options. A list of available positions will be provided at least one (1) hour in advance of the layoff/job selection meeting.
  - c. Should an eligible employee not elect layoff (in writing), and not be present when it is his/her turn to select, the District and CSEA shall place the employee in that least senior position whose job profile most closely approximates that eligible employee's current position unless CSEA has a written release from the employee to select another position.
  - d. Representatives of the Association shall be permitted to be present at all scheduled layoff/job selection meetings, and to advise employees regarding available options.

#### **H. Miscellaneous Provisions (Revised 2017)**

- 1. The District will, when possible, notify the CSEA President ninety days prior to the effective date of pending layoff actions which will affect employees within the bargaining unit.
- 2. An employee who is laid off and subsequently reemployed shall retain that seniority earned prior to the effective date of the layoff (i.e., he/she shall receive an adjusted hire date which is the original hire date minus the period of layoff).

### **XVII. DISCIPLINE OF PERMANENT EMPLOYEES (Revised 1988-89/1994-95/2004-05)**

#### **A. Definition**

Discipline, as used in this Article includes, but is not limited to dismissal, demotion, suspension, or reduction in class without the permanent employee's voluntary consent.

This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

1. Permanent/Probationary

Bargaining unit employees with permanent status shall be subject to discipline only for cause pursuant to this article. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District.

2. Progressive Discipline

In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, this concept shall not apply in cases involving gross misconduct.

**B. Causes for Discipline of a Permanent Employee**

The District may discipline permanent employees pursuant to the following provisions:

1. The discipline shall be based upon just cause, including but not limited to:
  - a. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.
  - b. Incompetency or inefficiency in performance of the duties of his/her position.
  - c. Inexcusable neglect of duty.
  - d. Abandonment of position. Three (3) days of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
  - e. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.

- f. Commission of an act involving moral turpitude.
- g. Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- h. An act of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- i. While on duty: used, sold/furnished, or was under the influence of, or unlawfully possessed, any controlled substance.
- j. Consumption of an alcoholic beverage, or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property.
- k. Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- l. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- m. Unauthorized use, or misuse, of District supplies, materials, facilities or other property.
- n. Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
- o. Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the employee's classification shall result in termination. An employee shall be given written notice of the District's intended action and entitled to a

hearing before the Director of Personnel to determine whether the employee currently possesses a valid authorization. (Revised 1994-95).

- p. Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
  - q. Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District.
  - r. Physical or mental disability as determined by competent medical authority, which precludes the employee from the proper performance of his/her duties and responsibilities, except as otherwise provided by contract or by law regulating retirement of employees.
  - s. It shall be a violation of District Policy for any transportation employee, or any other employee required to operate a motor vehicle or other dangerous equipment, to use prescription or nonprescription drugs during the time period beginning eight (8) hours before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if such drug might impair the safe and efficient operation of equipment and/or a vehicle (i.e. the prescription or nonprescription drug contains a warning label on the bottle or package that use of the drug may induce dizziness, sleepiness, drowsiness or might impair the user's ability to operate a motor vehicle or dangerous machinery).
2. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

The parties acknowledge that, when determining the appropriate level of discipline to impose for a cause which has occurred within the last two (2) years, the concept of "just cause" includes a consideration of the employee's work record.

## **C. Procedure for Imposing Disciplinary Action on an Employee**

### **1. Informal Conference**

Except in cases where the employee is placed on administrative leave with pay (see XVII.D. below), an employee against whom disciplinary action is being considered shall be scheduled to attend a conference with the Director of Personnel or his/her designee.

- a. At such conference, the employee shall be informed orally of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond.
- b. The employee may be represented at such conference by a representative of his/her choice. Failure of the employee to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this Article.

2. “Skelly Notice” and Hearing (More Than Four (4) Days)

- a. Prior to imposing a suspension without pay for longer than four (4) days, (including a recommended termination), the District shall give written notice to the employee (see XVIII.C.2 below).
- b. At a time not less than five (5) calendar days after the written notice of disciplinary action was personally delivered or sent to the employee by certified mail, return receipt requested, the employee shall be scheduled for a conference with the Assistant Superintendent of Personnel or his/her designee. At the “Skelly,” the employee shall be given the opportunity to respond to the charges.
- c. The employee may be represented at the “Skelly” by a representative of his/her choice.

3. Contents of Written Notice (All Disciplinary Actions)

The contents of a written notice of disciplinary action shall include, but need not be limited to, the following:

- a. A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- b. A statement of the cause, or causes, for the action taken;
- c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

- d. A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- e. A statement that the employee may file a request for hearing before the Governing Board directly with the Superintendent or his/her designee within ten (10) work days after service of the written notice (only after a Skelly decision has been rendered);
- f. A statement that if the employee does not respond pursuant to (e) above, the District will impose the discipline as noticed.

**D. Immediate Effect**

- 1. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.
- 2. This verbal notification shall be followed by service upon the employee of the written notice as set forth in XVII.C.3.
- 3. An employee may be subsequently suspended without pay after satisfaction of the “Skelly” due process requirements.

**E. Association Representation**

The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

**F. Hearing Before the Governing Board**

- 1. If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such a hearing.
- 2.
  - a. Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).
  - b. Any decisions rendered by such a designee shall be advisory to the Board.

3. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.
4. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.
5. At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.
6. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

**G. General Provisions**

1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
2. Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.
3. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to signing it.

**XVIII. GRIEVANCE PROCEDURE (Revised 1995-96/2000-01)**

**A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.



**B. Definitions**

1. A “**Grievance**” is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.
2. A “**Grievant**” is either:
  - a. A member/members of the representation unit; or
  - b. Chapter #77 either filing on behalf of a specific unit member(s) who otherwise qualifies as a grievant or in its own name;
  - c. If the claim involves an alleged violation of Organizational Rights (Article IV), CSEA may submit such grievance in writing to the Director of Personnel directly, and the processing of such grievance shall commence at Level II.
3. A “**Day**” is any day that the central administrative offices of the District are open for business.
4. The term “**immediate supervisor,**” as used in Article XVIII.C. is that supervisor designated by the District to evaluate the employee.

**C. Preliminary Step - Informal Solution of Potential Grievance**

Prior to the utilization of the grievance procedure, and within twenty(20) days after the grievant knows or should reasonably have known of the alleged violation, misinterpretation or misapplication of this Agreement, the grievant is required to schedule a meeting to discuss the problem in an informal conference with his/her immediate supervisor.

1. This meeting shall be arranged by the supervisor at a mutually convenient time. Either the grievant or the supervisor may have one conferee present at such conference.
2. Chapter #77, if filing as the grievant, is deemed to stand in the place of the affected employee for the purpose of determining knowledge of the alleged violation, misinterpretation or misapplication.

**D. Level I**

1. If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented to the immediate supervisor (e.g., the site administrator, Program Director, etc.) as appropriate, within ten (10) days after the informal conference.
2. The grievance shall be submitted on the form which is Addendum #4-a.
3. If the grievance arises from alleged action or inaction of the Governing Board, or a member of the administration at a level above the immediate supervisor, the grievance shall be submitted to the Director of Personnel and processing shall commence at Level II.
4. The District shall issue a written decision to the grievant within fifteen (15) days after receiving the grievance filed pursuant to Article XVIII.D.1 if the Administrator does not convene a meeting (see D.5. below) or fifteen (15) days after the meeting, if one is held.
5. At any time prior to issuance of the decision in Article XVIII.D.4, either party has the right to convene a personal conference to discuss the grievance. Either the grievant or the respondent may have one conferee present at such conference.

**E. Level II**

1. If not resolved to the satisfaction of the grievant at Level 1, the grievance may be appealed to the Director of Personnel within ten (10) days after receipt of the written decision provided pursuant to Article XVIII.D.4.
  - a. This appeal shall be in writing, and shall be on the form which is Addendum #4-b.
  - b. A copy of the original grievance and any subsequently submitted material(s) or decision(s) rendered shall be attached. If not attached, this requirement shall be brought to the grievant's (and, if listed, the Job Steward's) attention in writing and an additional five (5) days to comply shall be granted. Any timelines shall be extended to reflect these additional days.
2. The Director of Personnel shall investigate and issue a written decision to the grievant within fifteen (15) days after receiving the appeal if the Director of Personnel does not convene a meeting (see XVIII.F.3. below) or fifteen (15) days after the meeting if one is held.

3. At any time prior to issuance of the decision in Article XVIII.E.2, either party has the right to convene a personal conference to discuss the grievance. Either the grievant or the respondent may have one conferee present at such conference.

**F. Level III**

1. If not resolved to the satisfaction of the grievant at Level II, the grievance may be appealed to the Superintendent within ten (10) days after receipt of the written decision provided pursuant to Article XVIII.E.2. This appeal shall be in writing and shall be on the form which is Addendum #4-b.
2. The Superintendent shall investigate and provide a written decision to the grievant within fifteen (15) days after receiving the appeal if the Superintendent does not convene a meeting (see XVIII.F.3. below) or fifteen (15) days after a meeting if one is held.
3. Either the grievant or the Superintendent has the right to convene a personal conference to discuss the grievance and either party may have one conferee present at such conference.

**G. Level IV (Board of Education Hearing)**

1. If not satisfactorily resolved at Level III, the grievant may, with the concurrence of the Association, appeal the decision to the Board of Education. Any such appeal shall be filed with the Superintendent within twenty (20) days after receipt of the written decision at Level III.
2. This appeal shall be in writing, and shall be on the form which is Addendum #4-c.
3. The Board may, at its sole option:
  - a. Conduct a hearing in closed session to reopen the record for the purpose of receiving additional evidence necessary to resolve the grievance; or
  - b. Determine that the grievance may be finally determined on the basis of the record presented to it and render such determination.

**H. Alternate Level IV (Advisory Arbitration)**

If not satisfactorily resolved at Level III, the grievant may, with the concurrence of the Association, request arbitration of the dispute. The request shall be in writing and shall be filed with the Superintendent within sixty (60)

days after receipt of the written decision at Level III. A thirty (30) day extension, if requested, will not be unreasonably denied. This appeal shall be in writing, and shall be on the form which is Addendum #4-c.

1. The arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service.
  - a. The Association shall file a written request for a list of arbitrators within ten (10) days of filing the Level IV appeal. This is a condition precedent to arbitration.
  - b. If necessary, each party shall alternately strike names until only one name remains.
2. The arbitrator shall have no authority to add to, delete from, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions. Any financial reimbursement recommended by the arbitrator shall be based on an expressed term of this Agreement.
3. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Any additional expenses shall be borne by the party incurring such expenses or requesting such services.
4. The arbitrator shall conduct a hearing at which both parties may present evidence. After hearing the evidence, the arbitrator shall render his/her written recommendations, which shall set forth findings of fact, reasoning and conclusions on the issues submitted.
5. The arbitrator's recommended decision, which is advisory, shall be sent to the Board of Education, with copies to the grievant, the Association and the Superintendent.
6. If either the Association or the Superintendent is not satisfied with the recommendation(s) of the advisory arbitrator, the matter shall be referred in writing to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's report. The Board shall, within thirty (30) days after written referral, render a final determination of the grievance and shall give its decision, in writing to the grievant, with copies to the Superintendent and the Association.

**I. Final Authority**

The power to render a final and binding determination regarding a grievance shall rest solely with the Board of Education of the District.

**J. General Provisions**

1. If the alleged grievance involves an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending final decision on the grievance, unless there exists a clear and present danger to the employee.
2. An employee may present a grievance and have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within five (5) working days.
3. If multiple grievances rise to Level IV on the same issue, the Association shall either consolidate all pending grievances or select one for processing. In the latter case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.
4. Whenever possible, all conferences and investigations pursuant to this Article shall be conducted outside the hours the grievant or other involved persons are responsible for students. If required, reasonable time shall be allowed for processing grievances during normal working hours to the extent such release time does not unduly interfere with the employee's work or the normal operations of the District.
5. During the pendency of any grievance, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
6. All documents, communications and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants unless the grievance (a) involved the imposition of discipline; and (b) is resolved in favor of the District; and (c) is ordered by the District Board.
7. Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step. Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and shall permit the grievant to proceed to the next level within the applicable time limits.

8. Time limits set forth in this Article may only be modified by mutual written agreement of the parties involved.
9. Requests for necessary and relevant information shall be made as early in the process as reasonably possible. Subsequent clarification of requested information shall be granted, but new issues beyond those originally presented shall not be introduced at any succeeding level. Additional facts, which are necessary to a resolution of the grievance as filed, may be presented at any time prior to final closure.
10. Any party may obtain the following information in possession of, or which may reasonably be obtained by, the responding party or the responding party's representative.
  - a. The name of each witness whom the responding party intends to call to testify at a Level IV proceeding;
  - b. Copies of written statements, if any, by any person whom the responding party intends to call as a witness;
  - c. As used herein, "responding party" shall mean the person of whom the information is requested.
11.
  - a. An individual filing a grievance must be personally present at each level of the grievance procedure. Failure to appear, unless the District has waived the requirement in writing, shall result in a finding that the grievance has been dropped.
  - b. If Chapter #77 has filed the grievance, not later than Level II, all persons alleged to have been adversely affected shall be named by CSEA (unless an entire classification is affected or unless the requirement is waived by the District).
    - (1) Either the District or CSEA may request a meeting with the affected employees to attempt resolution. If the District requests the meeting, CSEA shall contact the affected employees to inform them of the date and time.
    - (2) If an affected employee(s) does not attend the requested meeting, CSEA shall provide the District with all information related to the grievance which the District deems necessary to

resolve the grievance. If all requested information is not provided, the grievance shall be dropped.

12. The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
  - a. The date such writing is either personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his/her last known address.
  - b. For purposes of this procedure, the term “writing” shall include the grievance, the grievance appeal, the answer to the grievant, or grievance appeal, or any other required writing.
13. No arbitrator’s decision, or material element of the decision, shall be based solely upon hearsay evidence.
14. District responses will be mailed/personally delivered to the grievant and, if listed on the grievance, the Job Steward.

## **XIX. TRANSPORTATION (Revised 2017-2018)**

### **A. Transportation Department (Added 2001-02/Revised 2007-08)**

1. Bus Routes (Revised 2013)
  - a. All bus drivers shall have at least a traditional work year. Any additional modified work days shall be computed on a time card as extra work.
  - b. Route packages will be developed, according to District and pupil needs, to maximize eight (8) hour assignments, and to retain current memorandum hours if at all practicable. Upon request, CSEA shall be supplied with all information upon which the bus route packages are based.
  - c. If any driver experiences an involuntary reduction in hours through the route selection process, the District shall afford the driver those rights available through the formal layoff process. This should specifically include placing the employee’s name on a reemployment list to be offered additional hours as they become available, based on seniority.
2. The Route Selection

- a. The date for route selection shall be announced at least ten (10) work days prior to route selection.
- b. Five (5) work days prior to the actual route selection date, five (5) complete sets of route standards will be made available for the drivers in the Transportation Department lounge.

A list of available buses shall be attached.

- c. One copy of route sheets for every route available for selection shall be provided and available to drivers on request. All route sheets shall normally contain the following information:

- (1) A beginning and ending date of work year.
- (2) Route number.
- (3) Bus Capacity.
- (4) Time driver reports to work (to include 20 minute check).
- (5) Time the bus departs the yard.
- (6) All directions to and from yard, stops and schools.
- (7) Identification of every bus stop.
- (8) Times to be at every stop.
- (9) Identification of all red light escort stops.
- (10) Schools which are served by the route.
- (11) Arrival time at each school.
- (12) Departure time from each school.
- (13) Time bus returns to yard.
- (14) Time driver is off duty (to include 15 minute check).
- (15) All information required for transportation needs of special education or severely handicapped, if applicable.

- d. The process will be completed by a date which shall annually be established by CSEA and the District.

Implementation shall be effected with two (2) weeks of completion of the route selection process.

- e. Each driver will be permitted five (5) minutes to select a route package.

- (1) At the posted time each driver, in order of seniority, shall select any open route package which will be followed by a bus selection (of the size and/or type specified for the route). The bus



route selected will be posted on a board visible to all drivers waiting their turn to select.

- (2) If at this time the driver fails to select a route, then the driver's name shall be placed at the end of the seniority list for bus route selections.
  - (3) A bus driver who does not report at the specified time to select shall be passed over until they physically appear.
  - (4) A driver who is unable to attend the route selection, due to illness or other reason, may delegate their selection rights in writing to a job steward, or designee(s), who shall select a route in their place.
  - (5) A driver who does not exercise their selection right on route selection day shall have no claim upon a route already selected.
- f. Complete results of the route selection process will be posted within twenty-four (24) hours of completion of the route selection process. Bus drivers may protest a procedural aspect of the route selection process, except seniority pursuant to 3.c. below, through the grievance process.

### 3. Seniority

- a. Seniority will be the sole determining factor in the selection of a bus route package. Seniority, for purposes of this sub-article, shall be based on the driver's original District hire date in the Transportation Department.
- b. In the event two (2) or more regular employees have identical hire date seniority, the tie shall be broken by lot.
- c. A list showing hire date of the employees of the Transportation Department shall be posted by the first of each month on the employee bulletin board and remain posted throughout the entire month. Any protest regarding an employee's placement on the seniority list shall be made to the Director of Personnel. Such protest will be resolved through an expedited grievance process prior to the commencement of the route selection process.

### 4. Reselection

If a bus route package has increased by one-half (1/2) hour or more during a school year, due to assignment increases or additions made by geographical location, the bus route package will be posted for route selection in accordance with the process outlined in Paragraph “5” below.

5. Route Vacancies or Newly Created Routes

- a. Should a bus route package become vacant, or a new bus route package be created at any time other than between the start of school and the annual route selection process, the vacancy will be filled through the process set forth in this paragraph (5). The vacant bus route package shall be posted for five (5) work days. Any driver wishing to select the route will do so in writing within the five (5) day period.

Bus route packages shall remain intact unless time is allowed for proper school, student, parent notification of a change in bus.

Subject to the provisions of 5.b. below, the District shall award the route to the most senior driver. The results will be posted within three (3) work days of the closing.

- b. A driver shall only be eligible to participate in the reselection process if the driver:
- (1) Has satisfactory evaluations;
  - (2) Is able to immediately assume the responsibilities of the new assignment; and
  - (3) Has familiarized themselves with the bus route package to insure safe, on-time service.

6. Hour Adjustment

- a. Payroll hours for all bus route packages will include pre-trip/post- trip, cleaning and fueling time.
- b. If a bus route package loses time after the annual selection process, it is the District’s responsibility to fill the hours until a vacancy or newly created route with the appropriate number of hours becomes available. At the time, the driver will be offered the assignment and have the right of first refusal. If the under-hour driver refuses the bus route

package, it will be considered a voluntary reduction in hours.

- c. A driver whose bus route package is less than their assigned hours, shall, at the discretion of the District, be assigned extra work within their job description whenever feasible.

7. Route Exchanges

An employee, after performing his/her selected route for a period of four (4) weeks, who wishes to exchange their route with another employee, may post a notice in the driver's lounge. If another employee with the same number of months and hours in their assignment wishes to exchange, these employees may submit a joint request to the Director of Transportation for approval.

8. Special Provisions

- a. Notwithstanding the provisions for route selection, the District necessarily retains the right to assign drivers to bus route packages in variance with route selection results when the assignment is made for reasons of (1) safety; (2) benefit of students or bus drivers; or (3) for the efficient operation of the Transportation Department. The provisions of this paragraph (8.a.) will not be invoked for punitive or preferential reason and will not result in loss of pay or benefits to the employee.
- b. All regular bus drivers assignments will be based on at least four (4) hours in paid status. Bus drivers will be allowed twenty (20) minutes check out time each morning and fifteen (15) minutes each afternoon.
- c. Daily routes shall be made available three (3) work days before the start of the school year in order that drivers may check out routes. Route sheets shall include all information regarding hours and directions of route.
- d. Bus drivers may be directed to add to daily route sheets, maps, information about stops, and a list of students, if required and approved by the Supervisor.
- e. Bus drivers shall be compensated for the time needed to complete route information, as determined by the Operations Supervisor or the Director of Transportation.

- f. Time assigned to a bus route which includes a layover assignment will commence when the driver departs the yard and continue until the driver returns to the yard but shall exclude a scheduled lunch break.
- g. Every effort will be made by the supervisor to give the bus driver advance notice of any change in route structure of his/her route.

9. Continuing Assignments for 1990-91 and Following Years

- a. Each driver shall, prior to the selection process, continue their prior year's route until the route selection process is completed which shall be no later than the last day of the school year.
- b. During this continuing assignment period, the driver will be paid:
  - (1) Work Memorandum; or
  - (2) Actual hours worked if working modified work day.
- c. Buses may be adjusted to meet changing route needs.

10. Camera on Bus (New 2001-02/Revised 2007-08)

- a. A driver may, with advance arrangement and in response to a complaint or allegation, view the tape(s) made on his/her bus. Such review shall take place during non-work time and in the presence of the Director of Transportation or designee (who shall be a manager or supervisor).
- b. A driver and his/her representative will be permitted to be present during the viewing of a tape by the Director of Transportation or designee (who shall be a manager or supervisor) prior to imposition of discipline.

**B. Field Trips (Revised 1996-97/2007-08)**

1. Definitions:

A field trip is transportation for an extra or co-curricular activity which originates at a school site and ends at a school site. This includes the following:

- a. Midday Trip - a weekday trip with a spot time before 1:00 p.m.
- b. Night Trip - a weekday trip with a spot time of 1:00 p.m. or later.
- c. Weekend/Holiday Trip - a trip with a spot time between either midnight on Friday and midnight on Sunday or on a Holiday.
- d. Qualified Contracted School Bus Driver - any contracted (permanent or probationary) driver deemed by the District to have the skills and abilities required for the trip.

2. Establishing Qualifications:

A Contracted School Bus driver must have previously established his/her qualifications to drive in the terrain required by the trip.

- a. Qualifying shall be done by a Driver Trainer who shall award dated certification upon successful completion. Under normal circumstances, issuance of the certification will occur within seven (7) work days.
- b. Qualifying shall, when reasonably possible, take place during working hours; when not possible, qualifying shall be pursued in unpaid status.
- c. School Bus Driver Trainers may review a bus driver's continued possession of the required skills. In the absence of unusual circumstances, this shall not be more often than annually. Failure to maintain the required skills shall disqualify the driver from assignment to that particular type of trip.
- d. To be assigned trips to restricted terrain (currently to San Francisco, to the mountains, in the snow or to La Honda), the driver must have completed District-approved training in these areas.

3. Midday Trips (Revised 2000-01)

- a. Midday trips will be assigned to an available Qualified Contracted School Bus Driver using the following criteria:
  - (1) First, to an available Qualified Contracted School Bus Driver from that school where the trip originates. A rotation of interested drivers, based

on seniority, will be used to ensure fairness to all concerned. A driver may advise the District, in writing, that they do not wish to be considered in the rotation.

- (2) Second, to an available Qualified School Bus Driver from another school in the cluster to which the school where the trip originates is assigned.
  - (3) Third, to any available Qualified Contracted School Bus Driver (a route driver from outside the cluster or a contracted substitute without a trip assignment).
- b. A driver is available for a midday trip if he/she has completed his/her morning run in sufficient time to prepare the bus for the midday trip. Assignment to a midday trip may result in removal from his/her school-to-home afternoon route.

#### 4. Night and Weekend/Holiday Trips

Night and weekend/holiday trips shall be assigned to a permanent Contracted School Bus Driver using the following criteria:

- a. Assignments will be posted by Friday morning for the following week whenever practical. This list shall include the employee assigned, the date of the trip, the name of the school from which the trip originates, the trip destination, and the time of departure.
- b. There shall be a minimum of two (2) hours compensation for night and four (4) hours for weekend and holiday assignments.
- c. If a trip has been assigned, and is subsequently canceled, that permanent Qualified Contracted School Bus Driver shall be assigned the next unassigned trip.
- d. A permanent Qualified Contracted School Bus Driver reporting to work on an assigned trip which was canceled will be paid two (2) hours straight time for a night trip and four (4) hours straight time for a weekend trip. The driver will not be charged for the trip and shall be assigned the next unassigned trip.
- e. Trip information as to route, breaks, lunchtime, emergency numbers, group, size, destination, expected return time, and

sign-on will be provided by the operations department to the driver not later than twenty-four (24) hours before the trip. Upon request by the driver, other needed information shall also be provided. The driver shall verify and familiarize themselves with the route before departure. A bus driver has the option to change a route at his/her discretion should road conditions be deemed unsafe.

- f. School Bus Drivers on trips who are required to remain on layover for the duration of the event for which the trip is made shall be paid for all layover time at their regular rate of pay. Whenever any combination of driving and layover hours exceeds eight (8) hours in a day, all excess hours shall be compensated at the appropriate overtime rate.
- g. If a trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the employees is relieved of duties and the time the duties resume the following morning.
- h. To be assigned, the employee must be on the appropriate volunteer trip roster (see XIX.C.6. below).

5. Two-Week Break and Summer (June) Trips:

- a. Two-Week Break: The District shall assign any field trips arising during the two-week break to the drivers who have signed up to work the two-week break in seniority order on a rotational basis.
- b. Summer (June) Trips: The District shall assign any June field trips first to drivers who are already working in the month of June (MT +20 drivers) by seniority on a rotational basis before hiring non MT +20 drivers to drive those field trips.
- c. Refusals to drive in either of these cases shall not count against the refusing driver and they will not get a pick-up during this time (two-week break/summer (June) trips).

6. Special Provisions:

- a. Volunteer trip roster placement
  - (1) Employees shall be permitted to sign up for the desired trip roster (Night and/or Weekend/Holiday and/or Conflicting) twice per year.

- (a) In June for July - December.
  - (b) In December for January - June.
- (2) Each list shall be in seniority order.
  - (a) Employees signing up in December and June shall be added to a list, in seniority order, on that date after January 1 or July 1 as appropriate, when the list rotation in progress has been completed for assignment in the next rotation.
  - (b) A probationary employee, upon achieving permanent status, may sign up to be added to a list when the list rotation in progress has been completed. Names will be added in seniority order for assignment in the next rotation.
- (3) An employee shall have his/her name removed from the list for refusing a trip.
  - (a) Should no person on the appropriate list be interested in the trip, or available for contact, the trip shall be assigned to the least senior permanent Qualified Contracted School Bus Driver who is available.
  - (b) Night and Weekend/Holiday Trip:
 

To be eligible for night trips, a bus driver must perform his/her regular assigned hours that day; to be eligible for weekend trips, a driver must perform his/her regular assigned hours that entire week (exceptions will be made for routine medical/dental appointments). Drivers may be relieved from a daily route which has a spot time later than 4:00 p.m. in order to drive a night trip.
  - (c) Allowed Refusals:
    - (1) July through December – fourth (4) refusal takes the driver off the list for this



period. After this period is over, a driver will be reinstated.

- (2) January through June – fourth (4) refusal takes the driver off the list for this period. After this period is over, a driver will be reinstated.

- (d) Permanent Qualified Contracted School Bus Drivers:

Only permanent Qualified Contracted School Bus Drivers shall have their name placed on the volunteer trip roster.

- (e) There shall be no trading of trips between eligible trip drivers.

- (f) A record of all trips and trip assignments will be maintained for thirty-six (36) months for reference.

- (g) Once a trip is assigned, if a driver is subsequently not available for the trip, the District shall seek a replacement from the appropriate trip roster, in seniority order, until two (2) hours before the spot time. If no replacement has been identified at that time, any permanent Qualified Contracted School Bus Driver may be assigned. The replacement driver shall not be charged with the trip.

- (h) A bus driver who has been served with a subpoena, or who has been scheduled for jury duty, or who testifies as a witness in a District arbitration, or must attend to verified school business, shall be permitted to make-up a trip lost due to such an event. Upon return to work, make-up shall be by assignment to the next available unassigned trip from the affected trip roster. Thereafter, the rotation shall be resumed and the next eligible driver shall be selected.

- (i) On any TBA (to be announced) night or weekend/holiday trip, the driver shall be compensated for two (2) hours straight time if they are not notified of a trip cancellation. If the TBA trip is canceled, and no notice is provided to the driver, the driver shall be permitted to make-up the trip. Make-up shall be by assignment to the next available unassigned appropriate trip.

(4) Removal of Driver

In addition to the provision for qualifications for trip drivers, the District retains the right to remove any trip driver for valid concerns related to a prior trip assignment. The driver may apply for reinstatement to the list prior to the beginning of the next six-month period if the concerns have been resolved to the satisfaction of the Director of Transportation.

**C. Extended Work Year**

Provisions of this contract shall apply to an extended work year as well as the regular academic year when appropriate.

**D. DRUG TESTING (School Bus Drivers/Commercial Vehicle Drivers)**

**1. APPLICATION**

The provisions of this agreement shall apply to school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by the Code of Federal Regulations 382.107.

**2. NOTICE**

- a. All drivers 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, random, return to duty and follow-up testing while on duty.
- b. All drivers subject to this agreement shall receive educational materials on alcohol misuse and controlled substance use. In addition:
  - 1. All CSEA stewards at the drivers' work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.

2. All drivers shall be notified of the right to have a union representative present throughout the questioning by an MRO. If the driver requests union representation, questioning shall be suspended for a reasonable period of time until a union representative is available.
- c. If an employee is under the care of a licensed physician and taking a prescription medication that has a significant potential to affect or impair safety and performance of duties, the employee must notify the supervisor before beginning the work shift.

### **3. REASONABLE SUSPICION TESTING**

- a. A reasonable suspicion test will be based upon a trained supervisor's conclusion, as a result of examining all of the pertinent facts, that prohibited drug or alcohol use may have contributed to or caused a critical incident: or may limit an employee's capacity to function in a safety sensitive position. (The term supervisor shall include all supervisory and managerial staff members as defined in the EERA - Government Code Section 3540 et seq.) 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 alcohol or controlled substance use, the observations may also include indications of chronic and withdrawal effects.
- b. The observations must be made by a supervisor who has received a total of three hours training in identifying indicators of probable alcohol misuse and in identifying indicators of probable controlled substance use. Training shall be conducted by a substance abuse professional.
- c. 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 similarly trained.
- d. For the purposed of testing authorized by the Code of Federal Regulations, reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.
- e. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending receipt of initial test results.
- f. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered.

1. 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.
  2. If requested by the employee, a copy of this statement shall be provided to the employee within a reasonable period of time.
  3. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
- g. A written record of the reasonable suspicion observations for controlled substances, dated and signed by all supervisors making the observations, must be made within 24 hours or before the result of the controlled substance test(s) are released, whichever is earlier. If requested by the employee, a copy of this record will be given to the employee within a reasonable period of time (absent extenuating circumstances, this shall be within 3 working days).
- h. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

#### **4. POST-ACCIDENT TESTING**

- a. 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 a human life, serious injury and/or significant property damage.
- b. 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. No such driver shall use alcohol or drugs for eight hours after the accident or until after he or she undergoes a post-accident alcohol/drug test, whichever occurs first.
- c. All drivers shall be given necessary post-accident information, procedures and instructions by the employer.

#### **5. RANDOM TESTING**

- a. Unless required by a State or Federal agency, employees shall be randomly tested as follows:

1. For random alcohol testing, not less than 25% of the maximum number of driver positions during the year nor more than 27%.
  2. For random controlled substance testing, not less than 50% of the maximum number of driver positions during the year nor more than 52%.
  3. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. Section 382.305, subdivision a.)
- b. The pool of persons subject to random testing shall include all school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by the Code of Federal Regulations 382.107 during the month when the random selection occurs. Employees will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.
  - c. 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.
  - d. 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.

Note: The parties acknowledge that testing for 1995 must be compressed to complete testing by December 31, 1995.

## **6. TESTING PROCEDURES**

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:

- a. 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.
- b. 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 reasons stated in Title 49 of the Code of Federal Regulations,

Section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the District.

- c. The testing laboratory for controlled substance testing must be a laboratory certified for such testing by the U.S. Department of Health and Human Services. A split sample test requested by an employee shall be conducted at a different laboratory than the one which conducted the initial test(s).

- 1. Any tests that do not comply with the requirements of paragraph (3) above shall be treated as negative tests.
  - 2. A split sample test shall be paid for by the employee. If the test is negative, the District shall reimburse the employee for the cost of the test.

Note: The District will select the Laboratory. The District will formulate a procedure to address any complaints which surface regarding the Laboratory. If complaints with validity are received, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Laboratory is warranted.

- d. A refusal to submit (to an alcohol or controlled substance test) means that a driver:
  - 1. Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirements for breath testing in accordance with the provisions of the District's policy; or
  - 2. Fails to provide an adequate urine sample for controlled substances testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he or she has received notice of the requirements for urine testing in accordance with the provisions of the District's policy; or
  - 3. Engages in conduct that clearly obstructs the testing process.

- e. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- f. The consequences of a driver's refusal to submit (to an alcohol or controlled substances test required under post-accident, random, reasonable suspicion or follow-up testing) will be that the District will prohibit the driver from performing or continuing to perform safety-sensitive functions.
- g. If an employee refuses to submit to drug or alcohol testing, that driver shall be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.

**7. POSITIVE TESTS**

- a. A positive test for alcohol must be either (1) a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater; or (2) any other test authorized by Title 49 of the Code of Federal Regulations. Such a test is positive even if that concentration is caused by prescribed medication.
- b. The medical review officer will determine if a confirmation test for controlled substance is positive in accordance with Title 49 of the Code of Federal Regulations, part 40, by using a gas chromatography/mass spectrometry technique.
- c. No positive test for controlled substances or alcohol, conducted pursuant to this agreement, shall be reported to the employer until after:
  - a. For alcohol and controlled substances:

The medical review officer has made all reasonable efforts to contact the driver (and documented them) on a confidential basis, and attempted to give the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.
  - b. For controlled substances:
    - (1) The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different laboratory, certified by the Department of Health and Human Services;
    - (2) 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.
- d. If the medical review officer concludes that there is a legitimate medical

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.

- e. The medical review officer shall be a licensed physician with (1) special knowledge of substance abuse disorders, (2) appropriate medical training to interpret and evaluate an individual's confirmed positive test and (3) knowledge of 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.

Note: The District will select the Medical Review Officer. The District will formulate a procedure to address any complaints which surface regarding the Medical Review Officer. If complaints with validity are received, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Medical Review Officer is warranted.

- f. The cut-off levels in this section are those required by FHWA regulation.
  - 1. 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, subdivision f).
  - 2. On the date of this Side Letter, the most relevant cut-off levels are:
    - (1) 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
    - (2) 150 ng/ml of cocaine metabolite;
    - (3) 300 ng/ml of opiate metabolite;
    - (4) 25 ng/ml of phencyclidine; or
    - (5) 500 ng/ml of amphetamine or methamphetamine.

## **8. EFFECTS OF A POSITIVE TEST**

- a. Any driver who tests positive under the testing procedures (random, post accident, reasonable suspicion, return to duty and follow-up tests) will:
  - 1. If the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, the driver will be placed on unpaid 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. If additional discipline is warranted, it will be based upon an assessment of all relevant factors. No discipline shall be imposed if the low concentration of alcohol occurs from normal metabolism of food.



2. If the positive test is .04 or greater for alcohol, or positive for any controlled substance the driver shall be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.
- b. In addition, drivers will also be subject to discipline if:
1. The driver refuses to submit to a test authorized by this Side Letter;
  2. The driver fails to complete rehabilitation recommended by the substance abuse professional which has been approved by the District; or
  3. The driver subsequently tests positive for alcohol and/or for controlled substances after a return to duty test following completion of rehabilitation.
- c. A permanent driver is entitled to all due process rights pursuant to the District/CSEA collective bargaining agreement. A probationary driver, as a continuing part of the selection process, is subject to immediate termination.
- d. Subject to the disciplinary provisions of the contractual agreement, the driver shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. Any assistance sought by the employee shall be paid for entirely by the employee.
- e. With respect to all positive tests, nothing shall prohibit the District from taking adverse personnel actions in accordance with its authority independent from that conferred by C.F.R. 49 part 382 et al, which are consistent with the current state of the law and other policies the District may have in effect.

## **9. MISCELLANEOUS**

- a. Drivers will receive their regular pay for time required to take tests specified in this Side Letter. The employer will pay for these tests.
- b. The parties agree to treat all test results as confidential medical records.

## **XX. SAFETY**

### **A. Applicable Laws**

It is the intent of the District to comply with all applicable legislation relating to safety and health. Responsibility for such compliance rests with all management and supervisory personnel. Each employee has a responsibility to him/herself and the District for his/her own safety and the safety of fellow workers.

**B. Safety Committee**

CSEA will appoint two (2) representatives to the District's Safety Committee. Annual inspections will be made and site representatives may be consulted as the need arises.

**C. Reports of Unsafe or Unhealthy Conditions**

Should an employee feel that an unsafe or unhealthy condition exists, he/she shall inform either his/her immediate supervisor or the Safety Committee without any discrimination resulting from the action.

**D. SDC Classrooms (New 2000-01)**

Recognizing that the safety of students and employees is at a higher risk when the second adult is absent, the District will make reasonable efforts to provide substitutes for aides and teachers in SDC classrooms.

**XXI. BARGAINING UNIT WORK**

- A. Members of the immediate family as defined in Article XIII.E. of this Agreement, who are employees of the bargaining unit, may not be assigned under:
1. the same immediate supervisor or
  2. the immediate supervisor of a related person.
- B. The District agrees that it will not contract out work which has been customarily performed by employees of the bargaining unit that will result in a reduction of hours or displacement of the bargaining unit employee except in cases of emergency and unless the proposed contracting is specifically permitted by the Education Code.

**XXII. PROFESSIONAL GROWTH (Revised 1994-95/1999-00/2000-01/2004-05)**

The District's program for professional growth is designed to be a tool to assist a classified employee to improve his/her performance in his/her assignment or prepare for advancement; therefore, professional growth should be a part of an overall plan for career improvement.

**A. Eligibility**

All permanent employees of the bargaining unit are eligible to participate in professional growth.

1. Employees requesting approval of coursework not directly related to their current position must submit a written program for professional growth planned and developed by the employee. The program must be approved, in advance, by the Director of Personnel.
2. Awards will not be given for credits earned prior to entering the professional growth program.

**B. Application for District Approval**

1. All courses must follow the guidelines of the award level.
2. All projected courses, including District-sponsored inservice classes/training, shall be presented to the Director of Personnel for approval prior to attending the class.
3. If the Director of Personnel denies credit for a course, an employee may appeal the decision to the Professional Growth Committee.

**C. Committee (Revised 1999-2000)**

1. A professional growth committee shall be formed for the purpose of evaluating the professional growth activities of the Classified employees and presenting recommendations. Three (3) members of the Committee will be appointed by CSEA, and three (3) members will be appointed by the District.
2. One additional person shall be appointed by CSEA who shall serve as the Chairperson and who shall vote only in the event of a tie.
3. The Director of Personnel will serve in a non-voting capacity as Secretary to the committee.
4. All decisions of the Committee shall be based upon the guidelines for approval set forth in the Collective Bargaining Agreement.

**D. Awards**

Each Professional Growth award is equal to two percent (2.0%) of the employee's current base salary schedule placement.

1. The awards are cumulative up to a total of five (5) in accordance with XXII.F.

Note: Professional Growth Awards are cumulative, but not compounded. Ten percent (10.0%) of the employee's base salary

schedule placement shall be the maximum amount any employee may receive for professional growth.

Level 1 2.0% of current base salary schedule placement

Level 2 4.0% of current base salary schedule placement

Level 3 6.0% of current base salary schedule placement

Level 4 8.0% of current base salary schedule placement

Level 5 10.0% of current base salary schedule placement

2. All professional growth credits shall be completed on or before June 30 to be effective on the next July 1.

**E. Method (Revised 1999-00)**

1. All course work must be either career related or academic.
  - a. Career-related means training which is directly related to improving skills needed in the employee's current classification or to develop skills which are required for the employee to qualify for a higher level District position.
  - b. Academic means training which is part of the course work required to be awarded a specific degree, certificate, or credential.
2. Course work which meets the requirements set forth in E.1., may be taken at a university, college, community college, adult school, approved inservice program, approved trade school, approved distance learning course (t.v., internet, etc.), approved correspondence school or any combination thereof. Workshops, institutes, lectures, and seminars which meet the criteria set forth in E.1. may also qualify.
3. A maximum of six (6) semester units may be earned in workshops/classes related to software applications; and not more than twelve (12) total semester units in computer or computer-related workshops/classes of any kind.
  - a. Software classes must be directly related to the employee's current position and may not be repeated for software upgrades.
  - b. Exceptions to the limits in E.3 will be granted for employees:

- in the Technology Department who are enrolled in coursework directly related to their position;
  - who can demonstrate a legitimate job-related need;
  - with a pre-approved written program for professional growth;
  - enrolled in a college program which will result in the award of a degree, certificate, or credential.
4. Upon completion of the course work, an official transcript or other official verification of completion of the course or workshop shall be submitted for approval. Credit will not be granted more than once for the same course (including a course of a different name covering the same curriculum).
5. All professional growth credits shall be recorded in semester units. College credit in terms of quarter (1/4) units shall be converted into semester units at the ratio of one quarter (1/4) unit to two-third (2/3) semester unit.
- a. A guideline for employee to establish credit for adult education, seminars, lectures, institutes, inservice or workshops.

<u>Hours</u>	<u>Semester Units</u>
4 - 8	.25
9 - 14	.50
15 - 19	1.00
20 - 29	1.50
30 - 39	2.00
40 - 49	2.50
50 and over	3.00

- b. A grade of “C” or better is required for all units.
- c. Attendance at District Orientation (15 hours) and a standard first-aid course is a part of the first level. One (1) semester unit credit shall be granted for completion of the District orientation. (Revised 1986-87)

## **F. Guidelines to Awards**

1. **Level 1:** Requires 9 Semester Units

The employee may utilize not more than three (3) academic units to meet this requirement.

2. **Level 2:** Requires 12 Semester Units

The employee may utilize not more than three (3) academic units to meet this requirement.

3. **Level 3:** Requires 15 Semester Units

The employee may utilize not more than six (6) academic units to meet this requirement.

4. **Level 4:** Requires 15 Semester Units

The employee may utilize not more than six (6) academic units to meet this requirement.

5. **Level 5:** Requires 15 Semester Units

The employee may utilize not more than six (6) academic units to meet this requirement.

**G. Appeal to Professional Growth Committee**

An employee who has been denied acceptance of earned units or of approval of proposed course work by the classified professional growth committee may appear before the committee to further clarify the intent of a course; however, the committee will make the final decision.

**H. District Initiated Training (New 1986-87)**

District-initiated training may qualify for District professional growth credit. To receive credit, the following criteria must be met:

1. Course work must be on the employee's own time (e.g., non-work time, vacation, CTO); and
2. At the employee's own expense (i.e., tuition/expenses not paid by the District).
3. Exceptions to H.1. and H.2. include:
  - a. the MOU between the District and CSEA concerning Paraprofessional Teaching Grant.
  - b. the MOU between the District and CSEA concerning Bilingual Teacher Recruitment Program.

## **XXIII. ORGANIZATIONAL SECURITY**

### **A. Membership Applications**

The District shall distribute CSEA-supplied membership applications to new hires. The District shall set aside any membership applications collected by Personnel during the onboarding process in a secure manner. The CSEA Chapter President/Designee shall collect the applications and process them.

### **B. Dues Deductions**

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the district. The District shall, upon appropriate written authorization from CSEA, deduct and make appropriate remittance for savings bonds, insurance premiums, credit union payments, charitable donations or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction, all sums so deducted.

The District shall put into effect any new or changed deductions as soon as practicable and generally within thirty (30) days after submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.

The District shall continue to deduct, in accordance with the CSEA dues fee schedule, dues from the wages of all employees who are members of CSEA until notified by CSEA of the unit member's withdrawal from CSEA. The District shall refer questions about CSEA membership and dues to the CSEA Chapter President/Designee.

### **C. Hold Harmless**

CSEA shall hold defend and indemnify the District for any claims arising from its compliance with this Article.

## **XXIV. SAVINGS CLAUSE**

### **A. Invalid Provision**

If any provision of this Agreement is held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision.

### **B. Meet and Negotiate**

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days

after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. All other provisions of this Agreement shall continue in full force and effect.

**XXV. EFFECT OF AGREEMENT (Revised 1996-97/1999-00/2004-05/2007-08/2011-12)**

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

**A. Term**

The term of this Agreement shall be from July 1, 2017 - June 30, 2020.

**B. Reopeners**

1. This shall fully and finally resolve all bargaining through the 2017/2018 school year.
2. Reopeners in the 2018/2019 and 2019/2020 school years shall be:
  - a. Article VIII – Pay and Allowances;
  - b. Article X – Health and Welfare Benefits;
  - c. Two (2) Articles per party.
  - d. In addition, any article by mutual agreement.



**WORK YEAR CONVERSION CHART**

The schedule below shows how the work day was lengthened for calendars with shortened work years.

181=60/20 TRADITIONAL HOURS	167 DAYS CONCEPT 6 ACTUAL	171 DAYS 90/30 ACTUAL	MEDICAL/BENEFIT ENTITLEMENT ASSISTANTS ONLY
2	2 HR - 10 MIN	2 HR - 10 MIN	
2.50	2 HR - 45 MIN	2 HR - 40 MIN	
3	3 HR - 15 MIN	3 HR - 10 MIN	
3.5	3 HR - 50 MIN	3 HR - 45 MIN	
4	4 HR - 20 MIN	4 HR - 15 MIN	50%
4.50	4 HR - 55 MIN	4 HR - 45 MIN	56%
5	5 HR - 25 MIN	5 HR - 20 MIN	62.50%
5.50	6 HRS	5 HR - 50 MIN	68%
6	6 HRS - 30 MIN	6 HR - 20 MIN	75%
6.50	7 HRS	6 HR - 55 MIN	81%
7	7 HR - 35 MIN	7 HR - 25 MIN	87%
7.50			93%
8			100%

**Lodi Unified School District**  
**CLASSIFIED SALARY SCHEDULE**  
**2018-2019**

Classification	Range	Classification	Range	Classification	Range
Account Clerk I	37	High School Secretary II	38	Planning Analyst I	56
Account Clerk II	40	Infant Toddler Care Provider	26	Planning Analyst II	62
Account Technician	43	Instruction Materials Center Asst	37	Plumber	48
Accountant	55	Lead Carpenter	52	Pool Maintenance Worker	44
Administrative Secretary I	40	Lead Construction Projects Spec	60	Prevention Specialist	48
Administrative Secretary II	43	*Lead Custodian	37	Primary Intervention Assistant	27
Administrative Secretary III	46	Lead Electrician	56	Principal Secretary I	36
Adult Crossing Guard	21	Lead Groundskeeper	40	Principal Secretary II	38
Assessmt, Research & Eval Analyst	65	Lead Heating & A/C Technician	61	Principal Secretary III	40
Assessmt, Research & Eval Technician	42	*Lead Mechanic	52	Print Shop Technician	35
Attendance Technician	38	Lead Network Technician	60	Registrar I	35
Braille Transcriber	57	Lead Painter	49	Registrar II	38
Bridge Program Site Leader	32	Lead Plumber	52	Risk Mgmt/Work Comp Claims Analyst	60
Budget Technician	45	Lead Print Shop Technician	39	School Bus Driver	38
Bus Attendant	30	Library/Media Assistant I	33	School Bus Driver Trainer	43
Buyer	46	Library/Media Assistant II	36	School Bus Driver Trainer/Driver	41
Cafeteria Assistant I	27	Locksmith	48	School Clerk	36
Cafeteria Assistant II	31	Locksmith Specialist	52	School Playground & Cafeteria Monitor	23
Cafeteria Manager I	38	Mail Clerk	34	School Readiness Spec	48
Cafeteria Manager II	40	Maintenance I	40	Sign Language Interpreter I	31
*Campus Security	34	Maintenance II	44	Sign Language Interpreter II	57
Career Center Technician	38	Maintenance III	48	Speech Language Aide	28
Carpenter	48	Maintenance Services Assistant	35	Speech Language Pathology Asst	51
Categorical Program Assistant I	37	*Mechanic I	43	Sr. Database Engineer	65
Categorical Program Assistant II	40	*Mechanic II	46	Sr. Systems Engineer	65
Clerk	27	*Mechanic III	49	Storekeeper	38
Community Liaison Assistant	33	Media Services Technician	41	Student Welfare & Attend Advisor	37
Construction Accountant	51	Network Technician	56	Systems Analyst I	59
Construction Projects Specialist	56	Painter	45	Systems Analyst II	62
*Custodian	34	Paraeducator-Additional Support	28	Systems Analyst/Comp Op	59
Delivery Driver	35	Paraeducator-Behavior Spec	33	Telecommunications Spec I	54
Dispatcher	43	Paraeducator-Bilingual	30	Theater Production Specialist	52
Dist.Bil.Comm.Liaison/Trans/Interpreter	35	Paraeducator-Bridge Program	28	Transportation Svc Worker	33
Electrician	52	Paraeducator-Computer Lab	33	Transportation Utility Worker	37
EL Resource Assistant I	33	Paraeducator-General	28	Typist Clerk II	31
EL Resource Assistant II	36	Paraeducator-Phys Impaired	52	Typist Clerk III	36
Facility & Planning Technician	48	Paraeducator-Sev Handicapped	32	Utility Worker	40
Glazier	48	Paraeducator-Special Ed	29	Vehicle Body Repair/Painter	48
Groundskeeper	36	Payroll Assistant	44	Warehouse Worker	35
Head Custodian	37	Payroll Data Analyst	53	Warehouse Worker/Delivery Driver	37
Health Clerk	36	Payroll Technician	47	Work Experience Assistant	35
Heating & A/C Technician	57	Personal Computer Support Tech	41		
High School Secretary I	36	Personnel Assistant	47		

\*Employees who regularly work beyond 7:59 p.m. are paid at the next higher range (per Contract Section VII.M.1.).

Longevity:	F = Career Increment I –	Step E plus .5% on July 1 <sup>st</sup> after completion of 5 years within the District
	G = Career Increment II –	Step F plus 3.0% on July 1 <sup>st</sup> after completion of 8 years within the District
	H = Career Increment III –	Step G plus 3.0% on July 1 <sup>st</sup> after completion of 12 years within the District
	I = Career Increment IV –	Step H plus 3.0% on July 1 <sup>st</sup> after completion of 16 years within the District
	J = Career Increment V –	Step I plus 3.0% on July 1 <sup>st</sup> after completion of 20 years within the District
	K = Career Increment VI –	Step J plus 1.0% on July 1 <sup>st</sup> after the completion of 25 years within the District

Board approved December 4, 2018; effective July 1, 2018.

**CLASSIFIED SALARY SCHEDULE  
2018-2019**

	A		B		C		D		E		F	G	H	I	J	K
	HR	*MO	HR	*MO	HR	*MO	HR	*MO	HR	*MO	*MO	*MO	*MO	*MO	*MO	*MO
21	12.32	2,135	12.94	2,243	13.58	2,354	14.27	2,473	14.98	2,596	2,609	2,687	2,768	2,851	2,936	2,966
22	12.61	2,186	13.23	2,293	13.86	2,402	14.58	2,527	15.31	2,654	2,668	2,747	2,830	2,915	3,002	3,032
23	12.90	2,236	13.54	2,347	14.22	2,465	14.94	2,590	15.70	2,721	2,735	2,817	2,902	2,988	3,078	3,110
24	13.17	2,283	13.84	2,399	14.55	2,522	15.28	2,648	16.03	2,778	2,792	2,876	2,962	3,051	3,142	3,174
25	13.50	2,340	14.17	2,456	14.88	2,579	15.63	2,709	16.41	2,844	2,858	2,943	3,032	3,122	3,215	3,248
26	13.82	2,395	14.50	2,513	15.23	2,640	16.00	2,773	16.79	2,910	2,924	3,012	3,103	3,196	3,292	3,324
27	14.12	2,447	14.82	2,569	15.56	2,697	16.35	2,834	17.17	2,976	2,992	3,082	3,174	3,269	3,368	3,401
28	14.45	2,505	15.16	2,628	15.93	2,761	16.72	2,898	17.57	3,045	3,061	3,153	3,248	3,345	3,446	3,480
29	14.77	2,560	15.49	2,685	16.29	2,824	17.10	2,964	17.96	3,113	3,129	3,222	3,319	3,418	3,520	3,555
30	15.11	2,619	15.86	2,749	16.66	2,888	17.48	3,030	18.38	3,186	3,201	3,297	3,396	3,498	3,604	3,640
31	15.46	2,680	16.25	2,817	17.05	2,955	17.89	3,101	18.80	3,259	3,274	3,373	3,474	3,578	3,685	3,721
32	15.82	2,742	16.62	2,881	17.45	3,025	18.33	3,177	19.25	3,337	3,354	3,454	3,558	3,666	3,775	3,813
33	16.19	2,806	16.98	2,943	17.86	3,096	18.74	3,248	19.66	3,408	3,425	3,527	3,633	3,742	3,855	3,893
34	16.55	2,869	17.39	3,014	18.23	3,160	19.16	3,321	20.12	3,487	3,505	3,610	3,718	3,829	3,943	3,983
35	16.92	2,933	17.77	3,080	18.68	3,238	19.60	3,397	20.58	3,567	3,584	3,692	3,803	3,917	4,035	4,075
36	17.34	3,006	18.19	3,153	19.10	3,311	20.06	3,477	21.04	3,647	3,666	3,775	3,888	4,004	4,124	4,165
37	17.73	3,073	18.59	3,222	19.54	3,387	20.51	3,555	21.55	3,735	3,754	3,867	3,983	4,103	4,226	4,267
38	18.12	3,141	19.04	3,300	19.98	3,463	20.99	3,638	22.04	3,820	3,839	3,954	4,072	4,193	4,319	4,363
39	18.54	3,214	19.47	3,375	20.45	3,545	21.48	3,723	22.57	3,912	3,931	4,049	4,170	4,295	4,423	4,468
40	18.99	3,292	19.94	3,456	20.95	3,631	21.99	3,812	23.08	4,000	4,021	4,143	4,267	4,396	4,527	4,572
41	19.41	3,364	20.41	3,538	21.42	3,713	22.49	3,898	23.61	4,092	4,113	4,236	4,363	4,494	4,630	4,676
42	19.88	3,446	20.86	3,616	21.91	3,798	23.01	3,988	24.15	4,186	4,207	4,333	4,463	4,597	4,735	4,782
43	20.35	3,527	21.36	3,702	22.41	3,884	23.57	4,085	24.75	4,290	4,311	4,441	4,574	4,711	4,853	4,902
44	20.82	3,609	21.85	3,787	22.91	3,971	24.10	4,177	25.29	4,384	4,406	4,538	4,675	4,815	4,959	5,009
45	21.28	3,688	22.34	3,872	23.48	4,070	24.67	4,276	25.88	4,486	4,508	4,644	4,782	4,926	5,073	5,124
46	21.79	3,777	22.87	3,964	24.01	4,162	25.22	4,371	26.48	4,590	4,612	4,751	4,893	5,040	5,191	5,243
47	22.27	3,860	23.38	4,052	24.58	4,260	25.79	4,470	27.08	4,694	4,718	4,860	5,006	5,157	5,311	5,365
48	22.78	3,948	23.91	4,144	25.15	4,359	26.39	4,574	27.70	4,801	4,826	4,971	5,120	5,274	5,432	5,486
49	23.30	4,039	24.47	4,241	25.70	4,455	26.96	4,673	28.35	4,914	4,938	5,086	5,238	5,396	5,557	5,612
50	23.85	4,134	25.03	4,338	26.32	4,562	27.62	4,787	29.03	5,032	5,058	5,210	5,366	5,527	5,694	5,751
51	24.41	4,231	25.60	4,437	26.90	4,663	28.24	4,895	29.66	5,141	5,167	5,321	5,481	5,645	5,815	5,874
52	24.95	4,325	26.20	4,541	27.52	4,770	28.88	5,006	30.33	5,257	5,283	5,441	5,604	5,772	5,945	6,004
53	25.52	4,423	26.81	4,647	28.13	4,876	29.55	5,122	31.05	5,382	5,410	5,573	5,739	5,911	6,087	6,148
54	26.11	4,526	27.43	4,754	28.78	4,988	30.23	5,240	31.75	5,503	5,531	5,697	5,869	6,046	6,228	6,290
55	26.72	4,631	28.06	4,864	29.46	5,106	30.91	5,358	32.45	5,625	5,652	5,822	5,997	6,177	6,363	6,427
56	27.34	4,739	28.68	4,971	30.12	5,221	31.62	5,481	33.22	5,758	5,787	5,961	6,139	6,323	6,512	6,578
57	27.97	4,848	29.36	5,089	30.83	5,344	32.36	5,609	33.97	5,888	5,917	6,094	6,276	6,465	6,659	6,725
58	28.59	4,956	30.03	5,205	31.52	5,463	33.10	5,737	34.76	6,025	6,054	6,236	6,424	6,616	6,815	6,883
59	29.04	5,034	30.73	5,326	32.27	5,593	33.89	5,874	35.58	6,167	6,198	6,384	6,574	6,772	6,975	7,044
60	29.96	5,193	31.42	5,446	33.00	5,720	34.65	6,006	36.39	6,307	6,339	6,529	6,725	6,926	7,134	7,205
61	30.62	5,307	32.16	5,574	33.76	5,852	35.44	6,143	37.20	6,448	6,481	6,675	6,876	7,082	7,295	7,368
62	31.31	5,427	32.88	5,699	34.54	5,987	36.25	6,283	38.08	6,600	6,633	6,833	7,037	7,249	7,465	7,540
63	32.04	5,553	33.64	5,831	35.36	6,129	37.09	6,429	38.95	6,751	6,784	6,987	7,197	7,413	7,635	7,711
64	32.78	5,682	34.41	5,964	36.15	6,266	37.93	6,574	39.85	6,907	6,942	7,150	7,365	7,585	7,812	7,890
65	33.52	5,810	35.21	6,103	36.99	6,411	38.80	6,725	40.77	7,067	7,101	7,315	7,535	7,760	7,992	8,072

NOTE: Monthly figures represent salary for 8 hour/12 month positions

**HEALTH AND WELFARE BENEFITS  
(For Active Employees)**

**A. Full -Time/Part -Time Employees (Revised 2007-08)**

The District shall provide each regular, full-time employee who is properly enrolled in such programs, with the insurance benefits set forth in this Addendum.

1. A regular full-time employee is one who works eight (8) hours per day, five (5) days per week, at least a complete school term.
2. Enrolled part-time employees working four (4) hours or more per day, at least a complete school term, shall receive a prorated District contribution.
3. Paraeducators will be pro-rated in accordance with Addendum #1.
4. Part-time employees who are not eligible for a pro-rated District contribution may enroll in one of the medical plans and/or the dental and/or vision. Payment of the required insurance premiums shall be paid one hundred percent (100%) by the employee.

**B. Plan Choices (Revised 2006/07)**

Eligible bargaining unit members may enroll in one or more of the following plans that is offered through the District.

1. Medical
2. Dental
3. Vision
4. Prescriptions

Prescriptions shall be provided to the employee and dependents as set forth in the health plan selected by the employee.

**C. Benefit Plan Year**

The plan year for all benefits is January 1 through December 30.

**D. Premiums**

1. Monthly Premiums (Revised 1997-98/2001-02/2003-04/2006-07/2007-08/2017-18)
  - a. Effective January 1, 2018, the District will make up to six hundred seventy-three dollars and thirty cents (\$673.30) per month available to a full-time unit member actually enrolled in medical, dental and vision:
  - b. The sums set forth above shall be pro-rated for less than full-time unit members.
  - c. The district shall pay the annual costs of medical coverage up to the health benefits CAP amount for full-time employees. The amount remaining, if any, shall apply to the cost of dental and vision coverage.

**E. Payroll Deduction (2007-08)**

1. Any employee who is enrolled in a plan (Health, Dental and/or Vision) which costs more than the District's required contribution shall be required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction. Deductions are made twelfthly.
2. Failure to execute a payroll deduction form and/or pay the monthly difference shall result in cancellation of insurance for non-payment of premiums.

**F. Internal Revenue Code Section 125 Plan (Revised 1997-98/1998-99)**

1. The District shall continue the Flexible Spending Plan pursuant to Internal Revenue Code Section 125 for the benefit of regular probationary and permanent employees who are otherwise eligible for fringe benefits.
2. Employees electing to participate in this 125 Plan shall be responsible for any monthly-required Administration fees.

**G. Changes in Law (New 1998-99)**

The provisions of paragraph F shall terminate if there are any changes in the law relating to the District's ability to offer the Section 125 plan. Other provisions of this Addendum will not be affected.

**LODI UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM - LEVEL I**

**NOTE:** Before filing a formal written grievance, the grievant **shall** attempt to resolve the grievance in an informal conference with his/her immediate Administrator **within twenty (20) days after the grievant knew or should reasonably have known** of the alleged violation of the Collective Bargaining Agreement.

Date of Informal Conference: \_\_\_\_\_ Administrator Present at Informal: \_\_\_\_\_

1. List the Contract provision(s) alleged to have been violated:

ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____
ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____
ARTICLE _____ PARAGRAPH _____	ARTICLE _____ PARAGRAPH _____
The grievance also includes all applicable Articles of the Contract. Not later than the Level II appeal, if any, these Articles/Paragraphs must be identified.	

2. The date, or date(s), on which the violation allegedly occurred: \_\_\_\_\_
3. Describe how the Contract articles/paragraphs listed in #1 above were violated.  
 \_\_\_\_\_  
 \_\_\_\_\_ (Attach additional sheets of necessary)
4. What remedy do you want: \_\_\_\_\_  
 \_\_\_\_\_

Date Submitted:	Date Received
Grievant's Signature:	Received By:
Job Steward/CSEA Signature:	

5. For District use (Administrator's Response):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Attach additional sheets if necessary)

**LODI UNIFIED SCHOOL DISTRICT  
GRIEVANCE APPEAL FORM - LEVELS II and III**

**THIS IS A LEVEL \_\_\_\_ APPEAL**

A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Date Level I filed: Date decision rendered:	Date Level III filed:
Date Level II filed: Date decision rendered:	

1. Any additional Articles/Paragraphs of the Contract alleged to have been violated must be identified at the time of the Level II appeal.

ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____

2. Reason(s) for Appeal:
- \_\_\_\_\_
- \_\_\_\_\_

3. Remedy Sought:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4. Conference Requested:      \_\_\_\_ Yes      \_\_\_\_ No

Date Submitted:	Date Received:
Grievant's Signature:	Received By:
Job Steward/CSEA Signature:	

5. For District use (Administrator's Response):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**LODI UNIFIED SCHOOL DISTRICT  
GRIEVANCE APPEAL FORM - LEVEL IV**

**(To be effective, a Level IV appeal must be signed by CSEA)**

Grievant’s Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Worksite: \_\_\_\_\_

The grievant, if other than CSEA, requests that CSEA appeal this grievance:

G to the Board of Education of the Lodi Unified School District

G to arbitration

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

CSEA requests that this grievance be appealed:

G to the Board of Education of the Lodi Unified School District

G to arbitration

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

For Chapter #77

Date Level IV Appeal Received by District:	Received By:
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