

AGREEMENT BETWEEN THE
AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT
AND THE
AROMAS-SAN JUAN FEDERATION OF CLASSIFIED EMPLOYEES,
AFT LOCAL 4830, AFL-CIO

July 1, 2016 through June 30, 2019

Updated for 16-17 Negotiations

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PREAMBLE

This Agreement is made and entered into between the Aromas-San Juan Unified School District (District) and the Aromas-San Juan Federation of Classified Employees, AFT Local 4830, AFL-CIO (Federation). It is the intent of the District and the Federation to provide and promote a quality education for every student of this district. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code of the State of California.

ARTICLE 1

Recognition and Scope of Representation

- 1.1.** The District recognizes the Federation as the exclusive representative for all classified employees holding those positions listed in Appendix A.
- 1.2.** Newly created classified positions that are not management, confidential or supervisory shall be added to Appendix A upon mutual agreement of the parties. If the parties do not agree whether a newly created classified position is management, confidential or supervisory, the matter shall be submitted to the Public Employment Relations Board for resolution.
- 1.3.** All matters not specifically enumerated in this Agreement are reserved to the District, except as defined in this contract. Nothing herein shall be construed to limit the right of the District to consult with any employees or the Federation on any matter outside the scope of representation.

ARTICLE 2

Term

- 2.1.** The term of this Agreement shall be from July 1, 2016, through June 30, 2019.

ARTICLE 3

Federation Rights

- 3.1.** Representatives of the Federation shall have the right to use school facilities and equipment at school sites at reasonable hours for Federation business when such facilities are not otherwise in use, subject to the following conditions:
- 3.1.1.** An authorized Federation representative shall obtain advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
 - 3.1.2.** The Superintendent or designee shall determine whether the requested use of facilities will interfere with school programs and/or duties of unit members.
 - 3.1.3.** The Federation shall reimburse the District for any materials consumed while using District equipment.
- 3.2.** The Federation may use bulletin board spaces designated by the Superintendent, principal or other designated management personnel, subject to the following conditions:
- 3.2.1.** All postings shall contain the date of publication and the identification of the document as a Federation publication.
 - 3.2.2.** The District shall provide a mailbox for each unit member.
- 3.3. Federation Business**
- A representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the school principal or director of his/her campus presence.
- 3.3.1.** Federation meetings for the unit will be scheduled when the majority of the unit is off-duty. For those unit members who are on duty, however, attendance at such meetings will be paid time, not to exceed 1 hour per month per employee, cumulative per year. In the event of a special need for coverage, the District may limit this provision.
- 3.4.** A Federation representative shall be allowed to make brief announcements at unit member staff meetings provided said announcements are not political in nature.
- 3.5.** The Federation President shall be allowed to make short, salutary remarks at the annual opening of school meetings for unit members and may designate the speaker.
- 3.6.** The District agrees to furnish, upon request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.

- 3.7.** The names and addresses of all unit members shall be provided to the Federation during the month of October of each year. Changes in this list shall be promptly transmitted to the Federation.
- 3.8.** The District shall provide the Federation with a copy of the seniority list annually upon request.
- 3.9.** The District shall provide the Federation with a copy of the Board agenda packet, less any confidential items or those materials that relate to negotiations. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.
- 3.9.1.** The Federation shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board rules. The Federation shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- 3.10.** The District shall deduct from the pay of Federation members and pay to the Federation dues as voluntarily authorized in writing by the unit members and in accordance with the Union Constitution. Additional deductions shall be remitted by the District in accordance with law or by mutual agreement of the parties. The District shall not be required to implement any new or changed dues deduction until the pay period commencing 20 days or more after submission.
- 3.11.** Within 30 days of ratification of this Agreement by the Board of Trustees, the District shall provide each unit member with a copy of the Agreement. The District shall distribute a copy to new employees when they are hired. The Federation and the District shall share the cost of printing.
- 3.12. Organizational Security**
- 3.12.1** Unit members who are not members of the Federation shall pay to the Federation a fair share (agency) fee. This fair share shall be the minimum amount necessary for the Federation to carry out the representation obligations imposed by EERA on the Federation as exclusive representative and shall be based on the direct cost of negotiating and administering the collective bargaining contract, settling grievances, and meeting and negotiating with the employer on matters within the scope of representation.
- 3.12.2** Agency fees may be deducted from unit members' payroll warrants or be paid in a lump sum per year within 30 days of first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of this contract.

- 3.12.3** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Federation and the District and shall not be required to join or financially support the Federation except that he/she shall pay, in lieu of a fair share, sums equal to such fair share fees to the Aromas-San Juan Bautista Community Schools Foundation, a 501(c)(3) organization.
- 3.12.4** Pursuant to PERB regulations, the exclusive representative shall provide annual written notice to each nonmember who is required to pay an agency fee:
- (1) The amount of agency fee, which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified by the notice;
 - (2) The basis for the calculation of the agency fee; and
 - (3) A procedure for appealing all or any part of the agency fee.
- 3.12.5** The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement, or their implementation, and to pay any judgment or settlement liability arising out of such challenge.

3.13. Release Time

Release time at District expense, pursuant to Government Code Section 3543.1, shall be provided as follows:

- 3.13.1.** Up to 2 unit members will be released for purposes of grievance and negotiation preparation/training in August (80 hours maximum).
- 3.13.2.** Up to 2 unit members to attend mid-year negotiations/grievance updates (64 work hours maximum).
- 3.13.3.** Any additional time for grievance processing: 1 person at each work site.
- 3.13.4.** Negotiations release time for up to 5 unit members on the Federation team.
- 3.13.5.** Selection of unit member participants in 3.13.1 and 3.13.2 by the Federation shall be such that no more than 1 substitute will be required to be provided at any time. In addition, the Federation will reimburse the District for only those actual substitute costs for substitutes hired pursuant to 3.13.1 and 3.13.2 over and above state-mandated rebates for these 2 areas. In all other cases, the costs for substitutes shall be borne by the District.

3.14 Unit Member Orientation

- 3.14.1 As per AB 119, the District shall provide the Federation president or designee with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses of newly hired bargaining unit members within thirty (30) days of hire or by the first pay period of the month following hire. (Cal. Gov't Code 3558)
- 3.14.2 The District shall also provide the Federation an updated listing of all members of the bargaining unit including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses every four months (120 days).
- 3.14.3 The Federation shall be allotted sufficient time during the new bargaining unit member orientation to provide unit members with an overview of the Federation and the rights and responsibilities created by this Agreement.
- 3.14.4 The District will hold an orientation meeting annually, prior to the first day of school for new bargaining unit members and will provide ten (10) days advanced notice to the Federation regarding the time and location of the event.
- 3.14.5 The Federation will be given notice of any mid-year new employee on boarding meeting, and of a 15 minute time slot for which a Federation representative will be able to meet with the new employee. If a Federation representative cannot meet at the appointed time, the Federation may make alternative arrangements to meet with the new employee.
- 3.14.6 The District and the Federation agree to review this section during the 2018 contract negotiations.

ARTICLE 4

District Rights

- 4.1.** The exercise of powers, rights, duties and responsibilities, the adoption of policies, rule, and regulations, and the use of judgment and discretion by the District, its Board of Trustees and its designees shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Further, the District retains all its power and authority to take on any matter in the event of an emergency.

ARTICLE 5

Grievance Procedure

5.1. General Provisions/Definitions

- 5.1.1.** A grievance is an alleged violation, misinterpretation, or misapplication of this contract.
- 5.1.2.** A grievant may be either 1 or more unit members of the Federation or the Federation.
- 5.1.3.** The grievant may have a representative present at each step of the grievance procedure.
- 5.1.4.** A "day" is a day in which the central administrative office of the District is open for business.
- 5.1.5.** An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving unit member or program. For persons assigned to more than 1 site or program, 1 supervisor shall be designated the "immediate supervisor."
- 5.1.6.** If a grievance arises from the action of authority above the immediate supervisor, the grievance may be filed with the manager responsible for the action.
- 5.1.7.** The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.
- 5.1.8.** A grievance must be filed and appealed within the time limits set forth herein or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
- 5.1.9.** All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit member, his/her representative and those management, supervisory and confidential unit members directly involved in the grievance procedure.
- 5.1.10.** No reprisals of any kind will be taken by the District against any aggrieved person, any party of interest, any members of the Federation, or any participant in the grievance procedure by reason of such participation.
- 5.1.11.** The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.

5.1.12. The grievant may have his/her grievances resolved at any level without the involvement of the exclusive representative, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement and provided that the grievant and District stay enforcement of the proposed resolution until the Federation has received a copy of the proposed resolution and has had 10 days from the date of the notice to respond.

5.1.13. The grievant has the right to have a Federation representative present at all meetings regarding a grievance.

5.2. Procedures

5.2.1. Step 1: The aggrieved unit member shall meet with the immediate supervisor and attempt to resolve the grievance informally.

5.2.2. Step 2: If the grievance is not settled at Step 1, the aggrieved unit member may present to the supervisor, with a copy sent to the Superintendent, a written statement of the grievance. Such statement shall be on a form prepared by the District and shall contain:

- The name of the unit member filing the grievance.
- A description of the precise conduct of the District alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance).
- An explanation of how such conduct violated specific provisions of the agreement.
- A listing of the specific actions requested to remedy the grievance.

The written statement of the grievance shall be submitted within 30 days after the occurrence of the act or condition giving rise to the grievance. The supervisor shall attempt to resolve the grievance as soon as possible and shall present a written answer to the unit member within 5 days after receiving the grievance.

The Grievance Form is attached to this agreement as Appendix C.

5.2.3 Step 3: If the grievance is not settled at Step 2, the unit member may appeal it to the Superintendent or the Superintendent's designee. Such appeal shall be in writing and shall be submitted within 10 days after the unit member receives the supervisor's Step 2 answer. This appeal shall include a copy of the original grievance, the supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within 10 days after receipt.

5.2.3.1. Either the unit member filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this 10 day period. If such meeting is held, the time limit for the Superintendent's or designee's answer shall be extended for 10 days after the close of the meeting.

- 5.2.4. Step 4:** If the grievance is not settled at Step 3, the matter may be submitted to grievance mediation at the request of the Federation within 10 days after the unit member receives the Step 3 response. The parties shall request from the State Conciliation and Mediation Service a list of mediators trained in this procedure, and a mediator shall be selected by mutual agreement. The parties may mutually agree to skip Step 4.
- 5.2.5.** Should mediation at Step 4 fail to resolve the dispute or if the parties mutually agree to skip Step 4, the Federation may submit the matter to arbitration by notifying the District within 20 days following mediation or following the Step 3 decision if mediation is skipped. The parties shall first make an effort to find a mutually agreeable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of seven (7) arbitrators from the State Conciliation and Mediation Service. The Federation and the District shall alternately strike 1 name until the name of a single arbitrator remains. Lots shall be drawn to decide which party will strike first.
- 5.2.5.1** The hearing shall be conducted in a timely manner. All expenses of the arbitrator and court reporter, if required by the arbitrator, for this hearing shall be divided equally between the Federation and the District. The parties shall pay their own costs for representation. The findings and recommendations of the arbitrator shall be final and binding on the parties.

ARTICLE 6

Hours and Work Year

6.1. Calendar

The annual calendar shall be negotiated before the end of the preceding school year.

6.2. Workweek

6.2.1. The workweek for full-time unit members shall be 40 hours rendered in units of 8 hours. Other alternative workweeks as permitted by the Education Code may be considered by mutual agreement of the District and the Federation.

6.2.2. The workweek shall consist of 5 consecutive workdays for all unit members rendering service averaging 4 hours or more per day during the workweek.

6.2.3. The District retains the right to extend the regular workday or workweek when it is deemed necessary to carry out the District's business, as per Section 6.6.

6.3. Workday

The workday for all unit members shall be established and regularly fixed by the District.

6.4. Lunch Period

A 30-minute, non-compensated, duty-free lunch period shall be provided all unit members who render service of at least 6 consecutive hours. The lunch period shall be assigned by the immediate supervisor.

6.4.1. A meal period may exceed 60 minutes in those instances where a position is developed with a split shift. A split shift is defined as any work assignment with an unpaid period of 30 minutes or more during the shift.

6.5. Rest Period

A 15-minute compensated rest period shall be provided all unit members for each 4-hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor.

6.6. Overtime

6.6.1. Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of 8 hours in any 1 day or in excess of 40 hours in a calendar week.

- 6.6.2. Unit members shall be compensated equal to time and one-half of the regular rate of pay or the unit member may opt to receive compensatory time off at time.
- 6.6.3. Unit members excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be allowed to use the time off as time worked for the purpose of computing the number of hours worked for overtime service credit.
- 6.6.4. An employee having an average workday of 4 hours or more shall be compensated at the overtime rate for any work required to be performed on the 6th and 7th days following the commencement of the workweek.
- 6.6.5. An employee having an average workday of less than 4 hours during a workweek shall be compensated at the overtime rate for any work required to be performed on the 7th day following the commencement of his/her workweek.

6.7. **Compensatory Time**

Not more than 100 hours of compensatory time shall be accumulated in a 12-month period.

- 6.7.1. Prior approval must be obtained by the unit member from their supervisor before any compensatory time is earned.
- 6.7.2. Comp time may be accumulated and used in conjunction with bereavement or unpaid leave, paid vacation, sick leave, and industrial accident or illness.
- 6.7.3. Unit members authorized to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within 12 calendar months following the month service was rendered.
- 6.7.4. Use of comp time must have prior approval of the employee's immediate supervisor.

6.8 **Minimum Call-Back Time**

Any employee who is called back to work after the completion of the normal workday or called back to work on a day when the employee is not scheduled to work shall be compensated for all hours worked at the appropriate rate of pay, but not less than 2 hours.

- 6.8.1. All scheduled and emergency call backs for full-time unit members shall be paid at the overtime rate and call backs for less than full-time unit members shall be paid at the regular rate.

6.9. **Holiday Pay**

All hours worked by a unit member on any holiday designated by this Agreement shall be compensated at time and one-half the regular rate of pay, excluding regular pay received for the holiday.

6.9.1. For the purpose of computing the number of hours worked, time during which any unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

6.10. Adjustment of Assigned Time

Any unit member who works an average of 30 minutes or more per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

6.11. Bus Driving Assignments

Bus driving assignments shall be distributed according to the procedures set forth in the negotiated drivers' manual.

ARTICLE 7

Health and Welfare Benefits

7.1. Health and Welfare Eligibility

All unit members who work 6 or more hours in any workday shall receive the full District contribution towards medical, dental, vision and prescription coverage for unit members and their dependents.

7.1.1 Effective October 1, 2014 all unit members meeting the above eligibility will be required to enroll in health and welfare coverage with the District.

7.2. Health and Welfare Plan Information

7.2.1 The District's maximum annual health and welfare contribution is \$14,000.

7.2.1.1 Unit members shall pay the difference between the District's contribution and the actual premium. All excess premiums shall be deducted by means of a monthly payroll deduction over their normal pay schedule.

7.2.1.2 Unit members who choose a District health plan costing less than the \$14,000.00 District contribution may take the net savings (District contribution minus plan premium) as the Cash Back Benefit.

7.2.1.3 Only unit members meeting the requirements for full District contribution are eligible for the Cash Back Benefit Option.

7.2.1.4 Cash Back Benefit dollars shall be allocated to the unit member over their normal pay schedule.

7.2.1.5 Cash Back Benefit dollars may be utilized by the unit member as pre-tax dollars to participate in a Tax Sheltered Account (TSA) or as a contribution to the Flexible Spending Plan in 7.2.4.

7.2.1.6 Cash Back Benefit dollars may be paid to the member directly. In this circumstance, the Cash Back Benefit payment received shall be considered as taxable income. Both the District and the unit member would be liable for applicable taxes as with any other salary disbursement.

7.2.2 The District shall offer the following medical plan options with the prescription plan as noted, through SISC III as long as the Federation maintains plan eligibility as per SISC III requirements.

- 80G-30 9-35 Prescription Plan
- 80L-30 9-35 Prescription Plan
- Minimum Value Plan 9-35 Prescription Plan
- 90A-20 9-35 Prescription Plan
- 100A-10 9-35 Prescription Plan
- High Deductible Health Plan B
- Two Tier Anchor Bronze (no dental, orthodontic or vision coverage)

7.2.3. The health and welfare package will include (in addition to choice of health plans mentioned above) with the exception of the Two Tier Anchor Bronze Plan:

- Delta Dental Incentive Plan, \$1500 Annual Maximum
- Orthodontic Plan 50/50 co-pay, \$2000 maximum
- Vision Service Plan \$10 co-pay Plan C

7.2.4 The SISC Health Care Flexible Spending Plan is available to all employees regardless of their eligibility for the other Health and Welfare Plans.

7.3 Pro-Rata Benefits

All unit members who work fewer than 6 hours in any workday shall receive, at their option, pro-rata District contributions towards medical, dental, vision, and prescription services. The pro-rata share will be based on the number of hours worked per day, divided by 6. For example, if a unit member works 3 hours per day, the District will pay 50% of the premium(s) and the unit member will pay 50% the remaining premium(s).

7.3.1 The language in 7.3 will be reprinted on the open enrollment notice for health and welfare benefits that is distributed to all unit members.

7.4 Continuance of Coverage

The District shall continue to pay its share of the premium cost(s) provided in this Article for unit members assigned less than a 12-month work year during the period between the end of 1 school year and the beginning of another. However, the District may require that before the first such summer, a unit member remit to the District an amount equal to the District payment for such benefits prior to the start of the summer recess. Such unit members, upon returning to District employment the following year, shall be reimbursed in full for the payment within 30 days.

7.5 Health Benefits Stop Loss Program

For those employees participating in the HMO or Point-of-Service medical plan, the District's Health Benefits Stop Loss Program shall reimburse the unit member for co-payments in excess of \$300 for an individual or \$500 for a family in any fiscal year (July 1 - June 30).

7.5.1 In order to be eligible for reimbursement, the employee must provide the District with receipts for co-pays for the prior fiscal year by July 30 of the following fiscal year.

7.5.2 Co-pays included in this program are HMO co-pays for medical services and prescription drugs. In the POS program, eligible co-pays are at the HMO In-Network level. This program does not apply to additional charges in the PPO In-Network or Out-of-Network elements of the POS program. Plan deductibles are not included in this program.

Effective July 1, 2011, this section is applicable only if it becomes compatible with a future health insurance program.

ARTICLE 8

Retirement Benefits

- 8.1.** A unit member may elect to retire from the District and maintain the health benefit package with a maximum District contribution equal to that of an active employee at the time of the unit member's retirement as referenced in Article 7 subject to the following conditions:
- 8.1.1.** The unit member must be at least 60 years old and not more than 64 years old at the effective date of retirement.
 - 8.1.2.** The unit member must have worked in the District in a classified position for at least 10 years, and, during the 5 years immediately preceding retirement the unit member must have been employed a minimum of 6 hours per day and receiving benefits.
 - 8.1.3.** Unit members who work less than 6 hours per day who participate in benefits per Article 7.3 are eligible for a District contribution to retirement benefits equal to the average proportion of the District's contribution to the unit member's benefits for the 5 years before retirement.
 - 8.1.4.** As per the SISC requirement, all retiree benefit costs will be subject to the Tiered (Single, Two Party or Family) Rate Schedule.
- 8.2.** Paid participation in the program shall be terminated upon any of the following events:
- 8.2.1.** The retiree reaches age 65;
 - 8.2.2.** The retiree's death;
 - 8.2.3.** The retiree notifies the District in writing of the election to terminate participation.
- 8.3.** As an alternative retirement incentive, those unit members who meet the eligibility requirements above may opt to decline health benefits and receive a 1-time, lump sum payment of an amount equal to 50% of the monthly cost of benefits to the District multiplied by the number of months between the employee's retirement date and the month of the employee's 65th birthday.

ARTICLE 9

Compensation

9.1 Employment Status

9.1.1 The probationary period for all newly hired unit members will be 12 months.

9.2. Salary Schedule

Unit members shall be compensated in accordance with the salary schedule set forth in Appendix B.

9.2.1 The District and the Federation will review and negotiate salary parity for at least five (5) job classifications with other comparable school districts in the labor market each year.

9.2.2 Paid work days for the three work calendar classifications are:

180 Work Day Calendar

216 Work Day Calendar

245 Work Day Calendar

9.3 Paychecks

All regular paychecks of unit members shall be itemized to include all approved deductions. All unit members shall be paid once a month, payable on or before 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.

9.4 Payroll Errors

All payroll errors shall be corrected as soon as possible. When a paycheck has been lost, it will be replaced as soon as possible.

9.5 Salary Step Placement for New Hires

Upon hire by the District, a new employee's comparable school district work experience will be evaluated by the District to determine the proper salary step on which to place the new employee. Each step on the salary schedule equals 1 year of comparable work experience. A new unit member's experience will be credited up to the maximum step in the salary range of the job classification.

9.5.1 Any new classified positions that would have been created as 3.50 to 3.99 hours per day shall be a minimum of 4.00 hours per day.

9.6 Promotion

A unit member who is promoted to a higher job classification shall be guaranteed a minimum 5% salary increase. There shall be a 6-month probationary period following all promotions. Permanent employees who do not satisfactorily complete their probationary period shall be reinstated to a position similar in classification and pay to their prior position.

9.7 Longevity Pay

The District shall pay longevity to any qualifying unit member as follows:

9.7.1 2% additional pay during the 6th through 10th years of service in the District;

9.7.2 3% additional pay during the 11th through 15th years of service in the District (total 5%);

9.7.3 4% additional pay during the 16th through 20th years of service in the District (total 9%);

9.7.4 5% additional pay during the 21st through 25th of service in the District (total 14%).

9.7.5 6% additional pay during the 26th and subsequent years of service in the District (total of 20%).

9.8 Anniversary Date

Unless otherwise stipulated, pay raises, including but not limited to, annual increments, longevity pay, and negotiated wage increases, shall be effective on July 1 of the affected year or upon transfer to a new position, whichever is more advantageous to the unit member.

9.9 Shift Differential

A 5% pay differential shall be paid to those unit members who are required to work shifts that end after 5 p.m.

9.10 Special Duties Stipend

9.10.1 A 7 ½ % pay stipend shall be paid to those instructional aides who are regularly required to perform lifting, toileting, feeding, or attending to other personal hygiene needs of special education students.

9.10.2 A 10% pay stipend shall be paid to those instructional aides who are assigned job duties under the job classification of *Paraprofessional, Instructional Aide, Special Education specializing in Visually Impaired and Braille*.

If the special duties services are discontinued between opening day and May 15 of a school year the stipend will be paid for one (1) additional month.

9.11. Bilingual Stipend

Unit members serving in positions that require the use of oral and/or written Spanish shall be paid a 2.5% monthly stipend, provided they pass a high school level written and oral Spanish examination administered by the District.

9.11.1 Positions eligible for a bilingual stipend may include, but are not limited to, support services clerk, migrant support services clerk, instructional aide, bilingual education technician, school secretary/attendance clerk, and student office clerk, subject to mutual agreement by the Federation and the District.

9.11.2 If a unit member believes that his/her position qualifies for a bilingual stipend, the unit member may submit a request for bilingual stipend to the immediate supervisor. The supervisor and the Superintendent will review the application to decide if it is merited.

9.12 Alternative Bilingual Stipend

9.12.1 Unit members who have been required to speak Spanish during the performance of their duties and who have successfully performed those duties since July 1, 1996, shall receive a 1.5% bilingual stipend, pursuant to the conditions of section 9.10.

9.12.2 These unit members shall not be required to write, translate, or interpret Spanish at Individualized Education Plan (IEP) meetings. Nor will they be required to interpret for classroom teachers who hold a BCLAD or similar bilingual credential or certificate.

9.12.3 These unit members are eligible to take the written bilingual test and shall receive an additional 1% bilingual stipend upon passing.

9.12.3.1 The District, upon request, shall provide at least 6 hours of test preparation to any unit member receiving the alternative stipend who wishes to upgrade to the full stipend amount.

9.12.3.2 To qualify for this test preparation unit member must be receiving the alternative stipend at the inception of this agreement, July 1, 2013.

9.12.3.3 Test preparation shall be defined as a pre-test, offered during the course of the normal workday. If the preparation is offered during non-scheduled work hours of the unit member, the unit member will be paid a stipend of \$2.50 per hour.

9.13 Summer Assignment Pay

Salary assignments for unit members will be determined by the unit members' current job classification step. This step will be applied to the summer assignment job classification in which the unit member will be working.

9.14 Mileage

Any unit member required to use his/her vehicle on District business shall be reimbursed at the IRS rate currently in effect. The unit member shall receive mileage reimbursement separately from the payroll warrant.

9.15 Physical Examination

When the District requires a medical examination of a unit member, either by rule or by its direction or the direction of its authorized District administrator, or when unit members are required by law to submit to a medical examination for continuance of employment, the District shall, at its discretion, provide the required examination, cause it to be provided, or provide the unit member with full reimbursement for the required examination.

9.16 TB Testing

The District has designated the following health care sites as approved TB test locations:

Pinnacle Urgent Care, Hollister office only

WorkWell Medical Clinic, Hollister office only

Hazel Hawkins Clinic, San Juan Bautista office only

Unit members may use any of these facilities to obtain a renewed TB Test. Cost for the renewed test will be billed directly to the District by these sites.

The District will reimburse unit members up to the cost paid by the District at the above designated testing sites if the employee chooses to have their testing done elsewhere.

9.17 Uniforms and Tools

The District agrees to pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards if they are required. The District will provide windbreakers, jackets, and/or smocks for appropriate classified personnel such as maintenance, grounds, yard duty, instructional aides, crossing guards, campus supervisors, and food service employees. The District agrees to provide tools, equipment and supplies reasonably necessary for the performance of employment duties.

9.18 “Me-Too” Clause

The District and the Federation agree that the classified bargaining unit shall receive the same across the board salary increase as all other District employees (“me-too clause”).

9.19 All unit members will be enrolled in the State Disability Insurance plan (membership in State Disability began on April 1, 2007).

ARTICLE 10

Transfer and Reassignment

10.1. General Provisions

10.1.1. For the purposes of this article, *transfer* shall mean movement between sites. *Reassignment* shall mean movement between positions within a site.

10.1.2. A unit member may be transferred from 1 position to another within the same classification or a related classification, or from 1 position to another classification within the bargaining unit for which the employee is qualified. Such transfers may be upon the request of the unit member or for the best interests of the District, as determined by the District, provided that the transfer is not taken for arbitrary or capricious reasons. Reasons for such transfer may include any of the following:

- Balancing the staff of a school or department;
- Changes in enrollment;
- Placement of personnel returning from leave;
- Opening and closing of schools.

10.1.3. The Superintendent or designee shall determine whether classifications are sufficiently related to permit transfer between them after considering similarity of duties, minimum qualifications, examination content, and occupational group.

10.1.4. A permanent unit member who transfers or is reassigned to a position in a classification in which the unit member has not previously completed a probationary period shall be considered probationary in the classification for a period of 6 months. Any time during the probationary period, the unit member may be returned to the former classification without right of appeal, except that the unit member shall receive in writing the reasons for such a move.

10.2. Voluntary Transfers and Reassignments within the Unit

10.2.1. A unit member wishing to transfer or be reassigned may request in writing to the Superintendent that the unit member be considered for transfer or reassignment when a vacancy occurs in a like classification or a classification in the unit for which the unit member is qualified. The District will maintain a list of those unit members requesting such voluntary transfers and reassignments and notify them of any vacancy that occurs.

10.2.2. Any position that is declared vacant shall be posted by the District for not less than 5 full workdays.

- 10.2.3.** Unit members on paid or unpaid leave or during summer recess may request in writing that a copy of all vacancy notices be mailed to them at their home address.
- 10.2.3.1.** During the summer recess, all postings—written and oral—shall be made on the Friday of a given week. Employees shall have until the end of the workday of the second Monday to respond (9 calendar days).
- 10.2.3.2.** An employee may indicate interest in a voluntary transfer to either a new position or to an existing vacancy by the written procedure outlined in this Article or, if the employee is out of the area during a recess or vacation period, by calling the District office to indicate such an interest.
- 10.2.4.** After first consideration is given to those within the classification who have requested transfer or reassignment according to Section 10.2.1 above, consideration shall be given to all qualified applicants on the basis of:
- (1) Best qualifications of the applicant;
 - (2) Best interests of the District;
 - (3) Appropriate legal requirements regarding employment opportunity as set forth in District policy, state and federal laws and regulations; and
 - (4) If 2 or more applicants are deemed equal on the above criteria, the applicant with the highest seniority within the District.
- 10.2.5.** If an employee is not granted a voluntary transfer or promotion, he/she may request a written explanation from the Superintendent.

ARTICLE 11

Summer Assignments

- 11.1.** When work normally and customarily performed by unit members is available to be performed at times other than during the regular academic year, the work shall be offered to regular unit members in the appropriate classification as provided in this section.
- 11.2.** The District will post notices for anticipated vacancies for summer assignments prior to the close of each school year. Unit members seeking summer assignments shall file applications with the District indicating which assignments they would accept and listing their qualifications for the assignments.
- 11.3.** The District shall review the experience and the demonstrated skills of the applicants as evidenced by previous evaluations of supervisors, previous education and training, and previous occupational experiences. Written and oral examinations may also be administered when appropriate. The District shall select the most qualified applicant.
 - 11.3.1.** If 2 or more applicants are determined to be equally qualified, the applicant with the greater seniority shall be granted the position. In the event that equally qualified applicants have an equal amount of seniority, the decision shall be made by lot.
 - 11.3.2.** Unsuccessful applicants shall be entitled to a written explanation from the District regarding the reasons why they were not selected.
- 11.4.** No unit member shall be required to accept such an assignment that is not so regularly assigned.

ARTICLE 12

Layoff and Reemployment

12.1. Grounds for Layoff

Unit members are subject to layoff for lack of work or lack of funds as determined by the Board of Trustees in its sole discretion.

12.2. Specially-Funded Programs

When, as a result of the expiration of a specially-funded program, unit members' positions are to be eliminated at the end of any school year and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially-funded program is other than June 30, such notice shall be given not less than 60 days prior to the effective date of their layoff.

12.3. Notice

When, as a result of a bona fide reduction or elimination of the service being performed by any unit member and unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than 60 days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.

12.4. Emergency

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees without the notice required by the above sections (as per Education Code 45117(c)).

12.5. Order of Layoff

In the event of a layoff, the order of layoff within the class shall be determined by date of hire. In the case of 2 or more unit members having identical seniority, the seniority shall be determined by hours in paid status. In the case of 2 or more unit members having the same date of hire and equal hours in paid status, the tie shall be broken by lot.

12.5.1. "Hours in Paid Status" means all hours in paid status, whether during the school year, a holiday, a recess, or any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis, military leave, unpaid illness leave, or unpaid industrial injury leave. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District, except service in restricted positions.

12.6. Displacement Rights

12.6.1 Pursuant to section 12.1, the District shall determine the position or positions to be eliminated. If the unit member holding the eliminated position is the least senior in the classification, that unit member will be given a final layoff notice.

12.6.2 If the unit member holding the eliminated position is not the least senior in the classification, the unit member will be given displacement options, as follows:

- a. to select a vacant position in the same class or a lower class in which the unit member has previously successfully completed the probationary period; or
- b. to bump, according to seniority, into any position in the same classification (whether the position has more, less or equal hours to that of the unit member); or
- c. to bump, according to seniority, into any position in another classification in which the unit member has attained permanent status (whether the position has more, less or equal hours to that of the unit member); or
- d. to accept layoff; or
- e. if eligible, to retire in lieu of layoff

12.6.3 Nothing in the Article shall be construed to limit the District's rights to transfer and reassign employees, pursuant to Article 10.

12.7. Seniority List

Before any layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Federation with a copy of the seniority list annually upon request.

12.8. Continuation of Benefits

Unit members in health and welfare benefit eligible positions who are laid off shall be eligible to continue to receive District insurance benefits for a period of 1 full calendar month from the day of layoff, subject to the approval of the insurance carriers.

12.9. Eligibility for Reemployment

Reemployment shall be in the reverse order of a layoff. Unit members who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the District during the 39- month period.

12.10. Voluntary Demotion or Reduction in Hours in Lieu of Layoff

- 12.10.1.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members who were laid off. They shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which they qualified for appointment to the class still apply. The Board shall determine the specific period for eligibility for reemployment on a class-by-class basis.
- 12.10.2.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the unit member's option, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time.

12.11. Reemployment Procedures

- 12.11.1.** Offers of reemployment shall be made by either personal service or via U.S. certified mail addressed to the last known address and shall include: the specific vacancy, hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit and a place for the unit member's signature. If the unit member fails to reply within 10 working days of the date of personal service or of mailing of the offer of reemployment, it shall be deemed a refusal of the offer.
- 12.11.2.** It is the responsibility of each unit member on a reemployment list to file a current mailing address with the District.
- 12.11.3.** The unit member's name shall be removed from the reemployment list after he or she refuses 3 offers of reemployment in the class from which he or she was laid off.
 - 12.11.3.1.** It is not a refusal of employment for the employee to decline an offer of reemployment for fewer hours than assigned at the time of layoff.
- 12.11.4.** When a laid-off unit member is rehired from a reemployment list, his/her accrued sick leave balance at the date of layoff shall be reinstated.
- 12.11.5.** Upon reemployment in the class from which he or she was laid off, a unit member shall be placed on the step of the salary range to which he or she was entitled at the time of the layoff.

12.12. Layoff and Retirement

Any unit member who was subject to being laid off or who was laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or funds.

12.12.1. If the unit member is subsequently subject to reemployment and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

12.13. Grievability

The decision to lay off unit members shall not be subject to the grievance procedure. However, the procedural aspects of a layoff shall be subject to the grievance procedure.

ARTICLE 13

Paid Holidays

13.1. The District shall provide all unit members who are eligible by law with the following paid holidays, regardless of the day of the week on which the holiday falls:

Labor Day	First Monday in September
Veterans' Day	November
Thanksgiving Day and the Friday following	November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	January
Lincoln's Birthday	February
Washington's Birthday	February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May

13.2. In addition to the above-mentioned paid holidays, the District shall provide all 12- month unit members, eligible by law, with the following additional paid holidays, regardless of the day of the week on which the holiday falls:

Independence Day – July 4
1 floating holiday during winter break in lieu of Admissions Day

13.3. Holiday Eligibility

13.3.1. Unit members who work less than 12 months per year will be paid only for the holidays listed above if they fall between their first and last day of service during the school year.

13.3.2. If additional holidays are decreed during a school year, a unit member will be paid only if it is a day on which the unit member is scheduled to work.

13.3.3. A unit member shall be in a paid status on his/her assigned workday immediately preceding or succeeding the holiday in order to be paid for the holiday.

13.3.4. Payment for holidays occurring while a unit member is on a paid leave of absence shall not be charged against vacation or sick leave.

13.3.5. When a holiday falls during the vacation of a unit member, that holiday will not be charged as a vacation day.

ARTICLE 14

Leaves of Absence and Vacation

I. Paid Leaves

14.1. Vacation

The following formula shall be used in computing earned vacation: $5/6$ (.833) of a day per month, as per the California Education Code 45197, will be prorated according to months/hours worked, and granted as time off (if warranted) or paid as a lump sum at the end of the school year.

14.1.1. Examples:

- A 180 work day unit member who works 6 hours per day would receive vacation credit of 49.9 hours and be paid at his/her regular hourly rate ($5/6$ day x 10 months = 8.3 days per year x 6 daily hours = 49.9 hours at his/her regular hourly rate).
- A 3-hour unit member, using the same formula, would earn 24.9 hours ($5/6$ day x 10 months = 8.3 days x 3 daily hours = 24.9).

14.1.2. 245 work day unit members who work a regular 40-hour week will be granted 3 weeks (15 workdays) vacation each year beginning on the 6th year of continuous service and each subsequent year thereafter.

14.1.2.1 The maximum carry-over of vacation hours from one fiscal year to the next shall be 176 hours. If a unit member will have more than 176 accrued hours of vacation on June 30 of any school year, the unit member shall receive payment on the June paycheck, at the unit member's current hourly rate for any hours in excess of 176.

14.1.2.2 Requests for vacation must be submitted to the unit member's supervisor on the "Advanced Approval Request for Short Term Leave" form. The form shall be submitted at least two weeks before the requested vacation. The leave request form is Appendix C.

In unforeseeable circumstances the District will consider vacation requests filed with less than two weeks' notice.

14.1.2.3 The supervisor will respond within three work days as to the approval and/or denial of the vacation request.

14.2. Sick Leave

14.2.1. Full-time unit members working 12 months, 5 days per week shall earn 12 days of sick leave per year.

- 14.2.2. Full-time unit members working less than a full fiscal year (12 months) shall earn proportional sick leave, based on the number of months the unit member is employed. For example, a 180 work day unit member shall earn 10 days of sick leave per year.
- 14.2.3. Unit members working less than 5 days per week shall earn proportional sick leave based on the number of days per week the unit member is employed.
- 14.2.4. Unit members working less than 12 months and less than 5 days per week shall earn proportional sick leave as determined by using a combination of these sections.
- 14.2.5. At the beginning of each school year, each unit member shall be credited with the number of days of paid sick leave that he/she would normally earn in the ensuing fiscal year. Any unused sick leave shall be accrued from year to year and shall be transferable from other school districts.
- 14.2.6. Sick leave must be taken in increments of 15 minutes.
- 14.2.7. If a unit member has not accumulated compensatory time, he/she may use sick leave for purposes of personal medical and/or dental appointments. Such leave shall be deducted in increments of 15 minutes.
- 14.2.8. In order to receive compensation while absent on sick leave, the unit member shall notify his/her immediate supervisor on the first day absent at least 2 hours before the beginning of the unit member's shift or at a time established by the supervisor, unless conditions make notification impossible.
- 14.2.9. Unless otherwise notified, the District will assume the unit member will be returning to their regular position at their regular time on the work day following any absence due to sick leave.
- 14.2.10. A unit member absent for 4 consecutive working days or more shall present a doctor's statement to the unit member's supervisor confirming an illness and stating the date the unit member is able to return to work.

14.3. Sick Leave Buy-Out

Unused sick leave accrued from any California public school district may be used to enhance service credit for PERS retirement benefits, according to Education Code and PERS rules and regulations. Instead of applying unused sick leave to PERS credit, a unit member may select 1 of the following options:

- 14.3.1 The unit member who has completed 5 years of service in the District may receive a 1-time cash pay-out of 25% of his/her unused sick leave accrued during service in the District up to \$600. This pay-out will be made at the time of separation from the District.

14.3.1.1 This buy-out is not available to any unit member who is terminated or resigns in lieu of termination.

14.3.2 An employee who is separating from the District to work in a different school district may choose to transfer his or her accrued sick leave to the new district as provided in the Education Code.

14.4. Extended Sick Leave

14.4.1. After exhaustion of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.

14.4.2. Beginning with the first day of absence due to illness or injury and extending through a period of 5 calendar months, a unit member who continues on illness leave after using all his/her entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount equal to Step 1 of his/her job classification.

14.4.2.1. Probationary employees are not entitled to extended sick leave unless they have previously been permanent employees and are serving in a new position.

14.4.3. After exhaustion of all paid leave, a unit member in permanent status may be placed on additional leave without pay upon request and with approval of the Board of Trustees. The additional leave may be extended for any period not to exceed 6 months and may be renewed for 2 additional 6- month periods.

14.4.4. If the unit member is still unable to assume the duties of his/her position at the conclusion of all sick leave and additional paid or unpaid leave granted under these rules, he/she shall be placed on a reemployment list for a period of 39 months.

14.5. Pregnancy Disability Leave

Disability as a result of pregnancy shall be treated as a temporary disability for purposes of sick leave and extended sick leave.

14.6. Paternity Leave

A unit member may be granted paternity or adoption leave, upon application, for a period of up to 5 days. The leave shall be directly related to childbirth, adoption or placement of a foster minor child. This leave shall be deducted from sick leave.

14.7. Personal Necessity Leave

14.7.1. Up to 7 days per year of accumulated sick leave may be used by the unit member at his/her election, for personal necessity for the following reasons.

- 14.7.1.1.** Illness of an immediate family member.
- 14.7.1.2.** Death of a member of his/her immediate family when additional leave is required beyond that provided as bereavement leave.
- 14.7.1.3.** Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- 14.7.1.4.** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 14.7.2.** No more than two (2) of the seven (7) personal necessity days per year may be used for personal business.
 - 14.7.2.1.** A unit member shall secure advance authorization from his/her supervisor for the use of these 2 personal necessity days in writing. The unit member need not give a reason for the use of these 2 days.
- 14.7.3.** Written verification may be required by the District for items identified in section 14.7.1.
- 14.7.4.** “Immediate family” for the purposes of this section shall have the same meaning as in Section 14.8 Bereavement Leave.
- 14.7.5.** Personal necessity in excess of the days granted in 14.7.1 must have the prior approval of the Superintendent or designee. A phone call to the Superintendent or designee will be sufficient for obtaining that approval in emergencies.

14.8. Bereavement Leave

- 14.8.1.** Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of his/her immediate family.
- 14.8.2.** Members of the immediate family include mother, mother-in-law, father, father-in-law, stepfather, stepmother, spouse, son, daughter, stepchildren, foster children, son-in-law, daughter-in-law, brother, sister, grandmother of unit member or spouse, grandfather of unit member or spouse, grandchild of unit member or spouse, or any immediate family member living in the immediate household of the unit member.
- 14.8.3.** Members of the bargaining unit may request permission of the immediate supervisor to be absent, utilizing any available personal necessity leave, vacation hours or without pay because of the death of any relative not designated as immediate family. Such request shall be granted unless there are compelling reasons that would seriously hamper the operations and flow of business of the District.

14.9. Catastrophic Sick Leave

“Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period, or that incapacitates a member of the unit member’s family whose incapacity requires the unit member to take time off from work for an extended period to care for that family member and taking extended time off from work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave.

14.9.1. Eligibility Requirements

Eligible leave credits may be donated to a unit member for a catastrophic illness if all the following requirements are met:

- (1) The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
- (2) Participants may be required to submit a doctor’s statement indicating the nature of the illness or injury and indicating the probable length of absence from work.
- (3) The District determines that the unit member is unable to work due to his/her or family member’s catastrophic illness or injury.
- (4) The unit member has exhausted all his/her paid sick leave credits.

14.9.2. No unit member may donate sick leave credits unless he/she has a minimum of 15 days of accumulated sick leave and may donate only days in excess thereof.

14.9.3. All transfer of sick leave credit to the program is irrevocable.

14.9.4. A unit member who receives paid sick leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this section.

14.9.5. The maximum amount of donated leave credit that may be used by an individual under this section shall be 90 days in any school year.

14.9.6. Catastrophic leave credits shall not be used for illness or disability that qualify the participant for workers’ compensation benefits.

14.9.7. Credits shall not be considered available leave for purposes of qualifying for Public Employees’ Retirement System disability.

14.9.8. Participants who have exhausted regular sick leave, but still have extended sick leave available to them, shall be eligible for the Catastrophic Leave Program. The District shall pay the participant full pay, and Catastrophic_Leave credits shall be charged at one-half day of sick leave for each day of absence.

- 14.9.9.** The District office shall maintain the Catastrophic Leave Bank on file.
- 14.9.10.** Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent and Federation President before transfers are made into and out of the credit bank.
- 14.9.11.** The District shall issue a “Call for Donations” whenever a unit member requests use of the Catastrophic Sick Leave Program and fewer days exist in the credit bank than are requested.
- 14.9.12.** All voluntary donations of sick days shall be made available to the requesting unit member, up to the maximum specified above.
- 14.9.13.** Any excess sick days donated beyond those used by the requesting unit member shall be held in the Catastrophic Leave Bank for future requests.
- 14.9.14.** Days shall be contributed to and granted from the Catastrophic Leave Bank without regard to the daily pay rate of the participant.

14.10. Jury Duty

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee, less meals, mileage, and lodging, is given to the District, as well as the subpoena or court certification

- 14.10.1** When a unit member receives a jury summons, the “Advance Approval Request for Short Term Leave” should be completed and submitted to their supervisor with the a copy of the summons attached.
- 14.10.2** If a unit member is required to report to Jury Duty, they must obtain a proof of appearance from the court clerk for each day they are required to report for service. This information should be attached to the unit member’s Absence Report Form for the month of jury service.

14.11. Industrial Accident/Illness Leave

- 14.11.1.** A unit member who is absent from duty because of an industrial accident or industrial illness under the provisions of the Workers’ Compensation Insurance Act shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from the District’s workers’ compensation insurance carrier, provided that in the opinion of the District the illness or injury constitutes an industrial accident, or, if contested by the District, it is ultimately determined to be work-connected.
- 14.11.2.** Paid industrial accident or illness leave shall commence on the first day of such illness or accident.

- 14.11.3.** Paid industrial accident leave shall be for not more than 60 working days in any 1 school year for the same accident or illness. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next school year, the unit member 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. Industrial accident/illness leave shall not accumulate from year to year.
- 14.11.4.** Paid industrial accident leave shall be reduced by 1 day for each day of authorized absence regardless of compensation. Paid industrial accident leave shall not be deducted from sick leave.
- 14.11.5.** If the unit member is still unable to return to duty after exhausting paid industrial accident leave, he/she shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only by the amount necessary to provide a full day's compensation, when added to the unit member's workers' compensation temporary disability allowance.
- 14.11.6.** After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use earned compensatory time or other earned leave to the extent necessary to make up his/her salary when receiving a temporary disability allowance from the District's workers' compensation insurance carrier.
- 14.11.7.** While a unit member is on any paid leave resulting from an industrial accident or illness, the salary paid shall not, when added to his/her workers' compensation temporary disability allowance, exceed the unit member's regular salary.
- 14.11.7.1.** The salary of a unit member who is a permanent employee is computed on the basis of the number of hours and days in his/her basic daily assignment.
- 14.11.7.2.** A unit member who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status.
- 14.11.7.3.** During all paid leaves resulting from an industrial accident or illness, the unit member shall retain all wage-loss benefit checks received from the District's workers' compensation carrier.
- 14.11.7.4.** The District shall issue appropriate pay warrants to the unit member and shall deduct normal retirement and other authorized allowances and wage loss benefit amounts.
- 14.11.7.5.** Should a unit member be unable to return to his/her previous classification, the District shall consider the employee for placement in other positions for which he/she may be qualified. Should an employee be placed in a position under such circumstances, he/she shall serve a 6 month probationary period.

14.11.7.6. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for 39 months.

14.11.7.7. A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list.

14.11.7.7.1. "Appropriate assignment" is defined as an assignment to the unit member's former class, status, and work hours.

14.11.7.7.2. A unit member removed from a reemployment list before the expiration of the 39-month period may appeal the removal to the Board of Trustees.

II. Unpaid Leaves

14.12. Military Leave

Military Leaves shall be granted pursuant to state and federal law.

14.13. Childcare Leave

14.13.1. Childcare leave shall be granted any unit member, upon request, for a period of up to 1 school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.

14.13.2. A unit member on childcare leave of a definite duration of more than 30 days may return to duty prior to the expiration of the leave, provided that the position is still in existence and the District has not contracted with another employee to fill the position. If the leave request is for 30 days or less, the unit member shall be returned to the same position.

14.13.3. This leave provision may be used for adoption or placement of a foster child.

14.14. Legislative Leave

A unit member employed by the District as a permanent employee who is elected/appointed to a full-time state or federal legislative position shall be granted an unpaid leave of absence.

14.15. Family and Medical Leave

14.15.1 An eligible employee may be entitled to up to 12 workweeks of unpaid leave within a 12 month period to care for a child, parent, or spouse who has a serious health condition, or for the birth, adoption, or foster care placement of a child pursuant to the federal Family and Medical Leave Act (“FMLA”) and/or the California Family Rights Act (“CFRA”). Such leave will run concurrently with other paid and unpaid leave pursuant to this article.

14.15.1.1 To be eligible for up to 12 weeks of unpaid Family and Medical Leave per year, the unit member must have worked for the District for at least 12 months.

14.15.1.2 Unit members shall use any available paid leave concurrent with Family and Medical Leave.

14.15.1.3 During Family and Medical Leave, those unit members receiving District-paid benefits will continue to receive those benefits.

14.16 Other Leaves

A unit member may be granted paid or unpaid leave at any time by the Board of Trustees for purposes such as professional growth, further education, travel, family needs, etc.

ARTICLE 15

Evaluation

15.1. Philosophy and Purposes of Classified Staff Evaluation

15.1.1. The personnel evaluation procedures of the Aromas-San Juan Unified School District are intended to identify, reinforce, maintain and improve (as needed) skills, attitudes, and abilities that result in the achievement of the program goals and objectives of the District. The evaluation plan shall provide a procedure for:

15.1.1.1. Identifying and commending effective performance.

15.1.1.2. Counseling and assisting employees to improve performance.

15.1.1.3. Documenting appropriately the basis for commendation, demotion, suspension or dismissal.

15.1.2. The evaluation is a valuable communication link between evaluator and employee. It offers an opportunity for an open and frank exchange of ideas and opinions if used correctly. It should contribute directly to employee growth and development.

15.2. Frequency of Evaluations

15.2.1. Permanent employees shall be evaluated at least once annually during the operational year.

15.2.2. Probationary employees shall be evaluated at the end of their first 60 and 150 calendar days of employment, respectively. Additional evaluations may be made at the discretion of the program administrator.

15.2.2.1. Probationary unit members may request a second evaluation 30 days before the end of the current school year should the 150 day evaluation extend beyond the end of the current school year.

15.2.3. If additional evaluations are made, the evaluator shall follow the procedure of using official evaluation forms and having a conference with the person evaluated.

15.3. Criteria for Evaluation and Assessment

The Superintendent shall provide for the evaluation and assessment of employee competency as it reasonably relates to each of the following:

- 15.3.1** Performance of the tasks identified in the unit member's job description.
- 15.3.2** Adherence to District expectations, District policies, the Education Code, and other relevant rules, laws and procedures.
- 15.3.3** Maintenance of professional and effective attitude toward job performance, working with other staff and interaction with the public or students and parents.
- 15.3.4** Maintenance of appropriate working environment.

15.4. Procedures for Evaluation and Assessment

The evaluation and assessment of a unit member's job performance shall be based upon actual observation of the employee's work and will not include "hearsay" or "gossip."

- 15.4.1** In the case of a classroom instructional aide, the teacher shall submit a written report to the Principal/Superintendent regarding the aide's performance.
- 15.4.2** In the case of a bus driver, the Transportation Assistant shall submit a written report regarding the driver's performance.
- 15.4.3** The person submitting the report to the evaluator may arrange a meeting with the unit member in order to discuss the report prior to delivering it to the evaluator. Following this meeting, the report shall be given to the evaluator, along with any changes in the report resulting from the meeting.

15.4.4 The current approved evaluation tool is included as Appendix D.

- 15.5.** No later than the 8th week of initial employment, transfer, reassignment or the unit member's work year, the evaluator shall meet with each unit member for a collaborative discussion for the purpose of reviewing and defining the unit member's goals, objectives, and assessment methods that will be used in the evaluation process. In no case may the evaluator set a goal or give a directive that is inconsistent with the terms of the CBA. This timeline may be extended by mutual agreement.
- 15.6.** The Superintendent or designee shall appoint the evaluator(s) for each unit member. Under normal circumstances, the program administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the program administrator is the evaluator, the Superintendent or designee shall promptly notify the employee.
- 15.7.** Evaluations conducted pursuant to this procedure shall be reduced to writing and a copy thereof transmitted during a conference with the supervisor to the employee not later than 30 days before the last day of the employee's work year in which the evaluation takes place.

- 15.8.** The employee shall have the right to initiate a written reaction or response to the evaluation within 10 working days of receiving the evaluation. Such response shall become a permanent attachment to the evaluation and shall be retained in the employee's personnel file. In addition to the program administrator's evaluation, and at his/her option, the employee shall have the right to submit a self-evaluation on the District-adopted Classified Employee Evaluation form.
- 15.9.** The evaluator shall discuss with the employee his/her job performance, including strengths, progress, weaknesses and/or problems, with specific recommendations for means of improvement and suggestions of available sources of assistance.
- 15.9.1.** Evaluations that contain notice of less than satisfactory performance shall also include the evaluator's specific recommendation for methods/means of improvement. During the post-evaluation conference, such recommendation will be discussed and a timetable for a subsequent evaluation, if appropriate, will be decided and agreed upon.
- 15.10.** An employee may appeal a negative evaluation, in writing, to the Superintendent by the 2nd Friday in September. Both the employee and the supervisor will meet with the Superintendent by the 4th Friday in September. The Superintendent shall render a decision by the 1st Friday in October.
- 15.10.1** Probationary employees may appeal a negative evaluation, in writing, to the Superintendent within 10 working days of the post-evaluation conference. Both the employee and the supervisor will meet with the Superintendent within 10 working days of receipt of the written appeal. The Superintendent shall render a decision within 10 working days of this meeting.
- 15.10.2** Permanent employees given additional evaluations as per ¶15.2.3 (Frequency of Evaluations) would have the same appeal rights as outlined in ¶15.11.1.
- 15.11** The evaluation process shall be conducted in accordance with the California Education Code and the negotiated agreement.
- 15.11.1** If the evaluator fails to follow the guidelines in the California Education Code and the negotiated agreement for the annual evaluation of a unit member, at the unit member's request, that evaluation will not be placed in the unit member's permanent file.
- 15.12** The employee shall acknowledge receipt of the evaluation form by signing the original. The signature of the employee does not constitute agreement with the contents of the evaluation.
- 15.13** Observed behavior of an employee considered to be unsatisfactory should be brought to the attention of, and discussed with, the employee within a reasonable time.

ARTICLE 16

CORRECTIVE ACTION

16.1 The purpose of this article is to provide a remedial sequence of steps for corrective action, where appropriate, and to provide the due process to unit members. Corrective action is not to be used in place of the evaluation process.

16.2 Right to Representation and Grievance

16.2.1 At all levels of this process, the unit member shall have the right to representation by the Federation at the request of the member.

16.2.2 Corrective action at Levels 1 and 2 shall not be grievable. Procedural issues at Levels 3, 4 and 5 are subject to the grievance process. The grievance process shall not stop or stay the suspension or dismissal procedures.

16.3 Timely Action

16.3.1 If corrective action is necessary, the procedures in this article shall be initiated in a timely manner so that the unit member has an opportunity to correct and improve his or her conduct as soon as possible.

16.3.2 All time lines in this Article may be waived by mutual agreement. A workday for the purposes of this Article shall be a day in which the central administrative office of the District is open for business.

16.4 Cause

No unit member shall be disciplined except for cause as permitted pursuant to this Article or by law. Causes for disciplinary action include:

- A. Unsatisfactory performance
- B. Dishonesty involving official District business or theft involving District property, other employees' or students' property on District premises
- C. Possession of illegal substances or alcohol at work
- D. Being under the influence of alcoholic beverages or unprescribed drugs while on the job or when reporting for work
- E. Consumption of alcoholic beverages on the job
- F. Illegal use of narcotics

- G. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I Part 1.5, Division 6 of the Health and Welfare Code
- H. Work performance impaired by use of medications
- I. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the job description
- J. Willful damage to district property
- K. Insubordination
- L. Habitual tardiness
- M. Willful or persistent violation of Education Code or rules and regulations of the District Board of Trustees, or the State Board of Education and other applicable laws
- N. Falsification of relevant information on employment application forms and other District records
- O. Unauthorized absences
- P. Unlawful discrimination or harassment against any co-worker, member of the public, or student on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, sex, sexual orientation, or age while acting in the capacity of a district employee

16.5 Progressive Action

- a) Discipline imposed shall be proportionate to the offense as established after the conduct of an appropriate investigation and taking into account, where appropriate, the concept of progressive discipline.
- b) The progressive discipline steps outlined in Section 6 of this Article may be waived when the incident giving rise to the discipline constitutes:
 - 1. A substantial and imminent threat to the health or safety of students, staff; or
 - 2. The result of gross negligence; or
 - 3. Other gross misconduct which causes substantial harm to the District, its students or staff.

16.6 Levels of Action

- a) A record of action taken at Levels 3, 4, or 5 shall be placed in the unit member's personnel file. The unit member has a right to respond in writing, and the response will be attached to the record of action.
- b) Because a hearing to dispute the underlying facts is not provided to the unit member with respect to corrective action at Levels 1, 2, and 3, in the event the District seeks to rely upon a Level 1, 2, or 3 action in support of a subsequent disciplinary action at Levels 4 or 5, the District will bear the burden of proving the underlying facts upon which the earlier corrective action was based.

Level 1- Oral Warning

An oral warning consists of a discussion with the unit member about a problem and its solution. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future.

Level 2- Written Warning

A written warning consists of notification in writing to the unit member outlining the problem and its solution. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future.

Level 3- Written Reprimand

A written reprimand shall contain a clear and concise statement of the specific acts or omissions that constitute the reasons for corrective action, the specific actions the unit member must take to show improvement and a full explanation of the possible consequences if improvement does not occur within a reasonable period of time.

Level 4- Suspension

A suspension is a temporary removal from duty without pay for a specific period of time from one (1) to fifteen (15) workdays.

Level 5- Dismissal

Dismissal is termination from the District for cause. Unit members may be suspended without pay pending dismissal, once dismissal charges are signed, if the unit member's presence at work creates an unreasonable risk of harm to students, community members or district property.

16.7 Procedure for Levels 4 and 5

16.7.1 A unit member shall be given written notice of the proposed suspension or termination. The notice shall contain a statement of the specific acts or omissions upon which the corrective action is based and the implementation date of the proposed action. It shall also include a statement of the unit member's right to respond and appeal. At all times, the burden of proof is on the District.

16.7.2 The unit member shall be suspended or dismissed as proposed unless he or she requests a hearing. If the unit member requests a hearing, the suspension or termination shall be postponed until a final decision is rendered pursuant to this article.

16.7.3 The written notice shall be presented to the unit member by personal delivery or certified U.S. Mail, return receipt requested, to the unit member's last known address.

16.7.4 The unit member shall have at least five (5) workdays from the date of receipt of the notice in which to respond to the charges and make a written request for a hearing.

16.7.5 The unit member may also request in writing a conference with the superintendent (or designee) within three (3) workdays after the date of receipt of the notice. The conference shall be held at a mutually agreed time and date, but no later than five (5) workdays after the conference request.

16.7.6 If the unit member requests a hearing, and the Federation agrees with the request, the hearing will be conducted before an arbitrator selected from a list of five (5) names provided by the California Mediation and Conciliation Service. Each party shall alternately strike names from the list of arbitrators until one name appears. The parties will draw lots to determine who strikes first. In the alternative, the parties may mutually select a hearing officer.

16.7.6.1 The parties will make every effort to schedule the hearing to commence within thirty (30) calendar days after the request for hearing. Extensions may be granted by mutual agreement or at the discretion of the arbitrator or hearing officer.

16.7.6.2 The arbitrator shall conduct a hearing at which both parties may present evidence and witnesses. Technical rules of evidence shall not apply. Unless requested by the arbitrator or hearing officer, briefs shall not be submitted.

- 16.7.6.3** After completing the hearing, the arbitrator or hearing officer shall submit a written report to the parties containing findings of fact based on the evidence presented, conclusions of law (if appropriate) and a recommendation as to the appropriate level of discipline. The report shall be submitted within twenty (20) calendar days of the close of the hearing.
- 16.7.6.4** The Governing Board may accept, reject or modify the recommendation. If the Governing Board rejects or modifies the recommendation, it shall specify in writing the rationale and evidence supporting the decision. The Board's decision shall not be arbitrary or capricious.
- 16.7.6.5** The cost of the arbitrator or hearing officer, court reporter, and their related costs shall be borne equally by the District and the Federation. However, if the Governing Board rejects or modifies the recommendation the costs shall be borne exclusively by the District.

ARTICLE 17

Personnel Files

17.1 Official File

Each unit member shall have an official District personnel file, which shall be maintained at the District administrative office. All evaluations and other materials, except pre-employment papers (such as letters of recommendation and references) relating to the unit member considered as official records of the District shall be available during regular school business hours to the unit member upon his or her request.

17.1.1 The unit member shall have the right to reproduce any of the contents of the files, except confidential pre-employment papers.

17.1.2 Access to personnel files shall be limited to authorized persons.

17.1.3 Personnel files may not include information obtained prior to employment, exclusive of documents obtained during the employment process.

17.2 Derogatory Information

17.2.1 No materials derogatory to a unit member's conduct, service, character or personality shall be placed in the files unless the unit member has had an opportunity to read the material. Such material shall be signed and dated.

17.2.2 The unit member shall have the right to attach a written response to any derogatory material filed in his/her personnel file. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.

17.2.3 An employee may request the update of his/her file with materials relevant to his/her position such as course work and driving certificates.

17.2.4 No secret file or any materials, record or the like, may be kept on any unit member for any purpose.

17.2.5 Official grievances filed by an employee under the grievance procedures as outlined in this contract shall not be placed in the personnel file of that employee. A separate file shall be maintained for grievances.

ARTICLE 18

Safety Conditions

18.1 General Conditions

The District shall conform to and comply with all applicable health, safety, fire, and sanitation requirements imposed by state, federal, city or county laws or regulations adopted under state, federal, city or county law or applicable Occupational Health and Safety (OSHA) regulations.

18.1.1 The District will also conform to state and federal law and guidelines governing the use of video display terminals.

18.1.2 All unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees and students.

18.1.3 The District shall make reasonable efforts to keep all school sites safe and healthy.

18.1.4 Unit members shall report potential safety hazards to their supervisor.

18.2 Safety Committee

A labor-management Safety Committee shall be formed to anticipate and respond to employee concerns for health and safety. The committee shall consist of 1 management representatives, 1 confidential employees, and 1 representatives from each bargaining unit.

18.3 Safety Equipment

Should the duties of a unit member reasonably require use of any equipment to insure the safety of the employee, the District agrees to furnish such equipment.

18.4 Blood-borne Pathogens

Provisions and procedures of the District policy on blood-borne pathogens shall be followed by the parties. A copy of the most recent policy can be found as Appendix E.

18.4.1 Should this policy be updated by the Board of Trustees, to reflect changes in state and/or federal law, the District will notify the Federation and employees and provide appropriate training. The updated policy will determine the correct procedures.

ARTICLE 19

Professional Growth/Staff Development

I. Professional Growth Program

- 19.1** The purpose of the Professional Growth Program is to encourage unit members to seek education to improve skills needed for their jobs and to learn new skills to allow them to advance within the District.
- 19.1.1** This program does not replace District-provided training during the unit_member's workday. Instead, it expands the educational opportunities available to unit members outside their regular workday.
- 19.2** The Professional Growth Program will pay tuition, books, and an hourly stipend for unit members taking job-related, pre-approved college courses, adult education courses, or training seminars or workshops, up to a maximum of \$1,000 per unit_member per year.
- 19.3** The District will budget \$5,000 per year for the Classified Professional Growth Fund. However, the Fund's balance shall not exceed \$10,000 at any time.
- 19.4** The program shall be overseen by the Professional Growth Committee. The Committee will be comprised of 2 District-appointed members and 2 Federation-appointed members.
- 19.5 Procedures**
- 19.5.1** The District and the Federation shall send a joint memorandum to unit members by September 1 of each year, reminding them of the Professional Growth Program, criteria, and deadlines.
- 19.5.2** Unit members wishing to participate in the Professional Growth Program shall apply to the Committee on/or before May 30 for summer courses or August 30 for fall courses and by January 10 for spring courses.
- 19.5.2.1** The Committee will develop an application and approval procedures for training opportunities that cannot be accommodated by the May or November application date.
- 19.5.3** Applications shall be turned in to the District Office, on a form developed by the Committee.

19.5.4 The Committee will meet to review applications to determine if the course work meets the objectives and requirements of the program:

- The course work must be job-related to improve skills needed for the unit member's job, or to learn new skills to allow him/her to advance within the District.
- The course work must be college or adult education units or training workshops or seminars.
- Classes must be scheduled outside the unit member's regular workday.
- Excluded: Courses required to maintain a license necessary for the unit member's present job or training to meet the basic requirements of the employee's current job.

19.5.5 Committee approval must be given before course work commences.

19.5.6 The Committee will notify applicants of its decision no later than 3 weeks after application.

19.5.7 All course work must be pre-approved by the Committee.

19.5.8 Upon completion of the course(s), the unit member shall submit documentation to the Committee. The employee must receive a grade of "C" or better or "pass" in a pass/fail class to qualify for funding.

19.6 Payments

19.6.1 The program will pay the cost of tuition and books for qualifying courses.

19.6.2 Participants will receive a stipend of \$2.50 for each hour of class attendance.

19.6.3 Normally, payments will be made upon successful course completion. However, upon request, advance payment for tuition and books may be arranged with the understanding that the payment must be refunded to the District if the course is not completed successfully.

II. Staff Development Committee

- 19.7** A staff development committee shall consist of 1 classified employee from each site, appointed by the Federation, and up to 5 District representatives.
- 19.7.1** The classified appointees will each be from a different job family. The current District sites are the Preschool, San Juan School, Aromas School, Anzar High School, and the Transportation Department.
- 19.8** In collaboration with sites and programs, the Committee shall be responsible for the development of a staff development plan for classified unit members. The plan may include:
- 19.8.1** In-service training;
- 19.8.2** Training for teacher/instructional aide teams;
- 19.8.3** Exploration of opportunities for local institutions of higher education and county offices of education to provide staff development;
- 19.8.4** Support for classified employees in their career advancement.
- 19.9** The Committee will meet during routine work hours.
- 19.9.1** The Committee shall meet once a year, unless it decides that additional meetings are required
- 19.10** The Committee will complete its plan for the following year by May 15 of each year, unless the Committee agrees by consensus to a later date.

ARTICLE 20

Non-Discrimination

- 20.1** The District and the Federation will not discriminate against any unit member on the basis of race, color, creed, age, ethnic background, disability, marital status, political affiliation, nationality, sexual orientation, gender or membership in any employee organization. Provisions of the Americans with Disabilities Act shall also apply to members or prospective members of the unit.
- 20.2** Job application forms and oral interview procedures will omit any reference to the applicant's membership in an employee organization.

ARTICLE 21

Contracting Out

- 21.1** The District agrees that no unit member shall be laid off, suffer a diminution of salary, benefits or working conditions, or otherwise suffer a worsening of position with respect to employment due to the exercise by the District of its prerogative to contract for services with an outside vendor, without having first negotiated such reductions with the Federation.

ARTICLE 22

Miscellaneous Provisions

22.1 Severability

If any provision of this Agreement or the application of such provision to any unit member or circumstances shall be held invalid, the remainder of this contract or the application of such provision to bargaining unit members or circumstances other than those as to which it is held invalid shall not be affected thereby.

22.2 Concerted Actions/Lockouts

It is agreed that during the term of this Agreement unit members and/or the Federation shall not engage in a strike, work stoppage or concerted slowdown and that the District shall not engage in a lockout.

22.3 Completion of Negotiations

During the term of this Agreement, except as provided herein, the Federation expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Federation at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues that have not been negotiated by the parties.

22.4 Reopening of Negotiations

Each year during the term of this agreement, which can be found in Article 2, the parties may reopen salary, health benefits and two articles of each party's choosing.

Re-openers shall be submitted jointly by the District and the Federation no later than the regularly scheduled meeting in May unless an extension is agreed upon by both the Federation and the District.

APPENDIX A

The classified bargaining unit includes the following positions and all positions listed on the classified employee salary schedule:

After-School Program Coordinator
Assessment Technician
Bus Driver
Cafeteria Assistant
Cafeteria Clerk
Campus Supervisor
Child Aide (PIP)
Custodian
Data Entry Clerk
Food Service Provider
Groundskeeper
Lead Custodian/Maintenance Person
Lead Mechanic
Mechanic
Paraprofessional Bilingual Education Technician
Paraprofessional Bilingual Education Technician, Preschool
Paraprofessional Instructional Aide
Paraprofessional Instructional Aide, Bilingual
Paraprofessional Instructional Aide, Special Education
Paraprofessional Instructional Aide, Special Education specializing in Visually Impaired and Braille
Paraprofessional Library/Media Clerk
Parent Education Specialist
Parent/Student Liaison
Preschool Master Teacher
Purchasing/Accounts Payable Technician
Purchasing/Accounts Payable and Payroll Technician
School Office Clerk
School Secretary/Attendance Clerk
Substitute Calling Clerk
Supplemental Program Assistant & Vocational Education/School-Community Liaison
Support Services Clerk
Transportation Assistant/Driver Trainer
Technology Assistant I
Yard Supervisor/Crossing Guard

And any other hourly or salaried classified position

The classified bargaining unit shall exclude all other employees, including certificated, management, supervisory and confidential employees.

APPENDIX B

AROMAS/SAN JUAN USD
Classified Staff Salary Schedule

2017 - 2018

2.5% increase over 16-17

Effective 07-01-2017	# Mos Worked	STEP I		STEP II		STEP III		STEP IV		STEP V		STEP VI		STEP VII		STEP VIII	
		Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
CLERICAL/OTHER:																	
After-School Program Coordinator	10	2,717	15.67	2,848	16.43	2,973	17.15	3,110	17.94	3,255	18.78	3,406	19.65	3,563	20.55	3,717	21.44
Assessment Technician	10/11	3,092	17.84	3,213	18.53	3,342	19.28	3,476	20.05	3,613	20.84	3,756	21.67	3,911	22.56	4,067	23.46
Bilingual Educational Technician	10	2,717	15.67	2,848	16.43	2,973	17.15	3,110	17.94	3,255	18.78	3,406	19.65	3,563	20.55	3,717	21.44
Campus Supervisor	10	2,527	14.58	2,644	15.25	2,756	15.90	2,889	16.67	3,019	17.41	3,127	18.04	3,270	18.86	3,414	19.69
Data Entry Clerk	12	2,651	15.29	2,756	15.90	2,868	16.54	2,983	17.21	3,103	17.90	3,222	18.58	3,355	19.35	3,483	20.09
ParaProfessional (Inst Aide)	10	2,575	14.85	2,685	15.49	2,809	16.21	2,909	16.78	3,026	17.46	3,161	18.23	3,309	19.09	3,456	19.94
Library/Media Clerk	10	2,646	15.26	2,749	15.86	2,864	16.52	2,973	17.15	3,095	17.86	3,216	18.55	3,348	19.31	3,476	20.05
Parent Education Specialist	11	2,717	15.67	2,848	16.43	2,973	17.15	3,110	17.94	3,255	18.78	3,406	19.65	3,563	20.55	3,717	21.44
Parent/Student Liaison	10	2,358	13.60	2,475	14.28	2,600	15.00	2,729	15.74	2,866	16.53	3,008	17.35	3,158	18.21	3,318	19.14
Preschool Master Teacher	10	3,092	17.84	3,213	18.53	3,342	19.28	3,476	20.05	3,613	20.84	3,756	21.67	3,911	22.56	4,067	23.46
Purchasing/Accts Payable/Payroll Tech	12	3,092	17.84	3,213	18.53	3,342	19.28	3,476	20.05	3,613	20.84	3,756	21.67	3,911	22.56	4,067	23.46
School Office Clerk	11	2,651	15.29	2,756	15.90	2,868	16.54	2,983	17.21	3,103	17.90	3,222	18.58	3,355	19.35	3,483	20.09
School Secretary/Attendance Clerk	11	2,941	16.96	3,058	17.64	3,184	18.37	3,314	19.12	3,445	19.87	3,577	20.63	3,723	21.47	3,874	22.35
Supplemental Program Assistant & Vocational Education/																	
School/Community Liaison	10	2,717	15.67	2,848	16.43	2,973	17.15	3,110	17.94	3,255	18.78	3,406	19.65	3,563	20.55	3,717	21.44
Substitute Calling Clerk	10	2,358	13.60	2,475	14.28	2,577	14.86	2,696	15.55	2,816	16.25	2,939	16.95	3,076	17.74	3,209	18.51
Support Services Clerk	10	2,358	13.60	2,475	14.28	2,577	14.86	2,696	15.55	2,816	16.25	2,939	16.95	3,076	17.74	3,209	18.51
Technology Assistant I	10	3,092	17.84	3,213	18.53	3,342	19.28	3,476	20.05	3,613	20.84	3,756	21.67	3,911	22.56	4,067	23.46
Yard Supervisor/Cross Guard	10	2,120	12.23	2,223	12.82	2,315	13.36	2,442	14.08	2,561	14.77	2,694	15.54	2,818	16.26	2,939	16.95
OPERATIONS/TRANSPORTATION:																	
Bus Driver	10	3,161	18.23	3,314	19.12	3,435	19.81	3,573	20.61	3,708	21.39	3,861	22.27	4,037	23.29	4,217	24.32
Custodian	10/12	2,832	16.34	2,948	17.00	3,071	17.71	3,200	18.46	3,316	19.13	3,447	19.89	3,598	20.76	3,764	21.71
Groundskeeper	12	2,937	16.94	3,076	17.74	3,193	18.42	3,319	19.15	3,449	19.90	3,589	20.71	3,751	21.64	3,916	22.59
Lead Custodian/Maintenance	12	3,225	18.60	3,410	19.67	3,513	20.26	3,648	21.04	3,792	21.87	3,948	22.78	4,117	23.75	4,311	24.87
Lead Mechanic	12	3,355	19.35	3,483	20.09	3,627	20.92	3,772	21.76	3,922	22.62	4,085	23.56	4,245	24.49	4,416	25.47
Mechanic	10/12	3,161	18.23	3,314	19.12	3,435	19.81	3,573	20.61	3,708	21.39	3,861	22.27	4,037	23.29	4,217	24.32
Transport Assst/Driver Trainer	12	3,449	19.90	3,607	20.81	3,744	21.60	3,895	22.47	4,044	23.33	4,213	24.30	4,396	25.36	4,593	26.50
CAFETERIA:																	
Cafeteria Assistant	10	2,246	12.96	2,349	13.55	2,447	14.11	2,580	14.88	2,717	15.67	2,859	16.49	2,985	17.22	3,115	17.97
Cafeteria Clerk	11	2,648	15.27	2,768	15.97	2,888	16.66	3,024	17.45	3,158	18.21	3,275	18.89	3,421	19.73	3,581	20.65
Food Service Provider	10	2,648	15.27	2,768	15.97	2,888	16.66	3,024	17.45	3,158	18.21	3,275	18.89	3,421	19.73	3,581	20.65

Longevity added for continuous service as follows:

- 6 - 10 yrs = 2%
- 11-15 yrs = 3%
- 16 - 20 yrs = 4%
- 21 - 25 yrs = 5%
- 26 + yrs = 6%

Approved by the Board of Trustees: February 14, 2018

APPENDIX C

Classified Grievance Form

Name of Grievant:
School or Department:
Date Filed:
<i>1. Date grievance occurred:</i>
<i>2. Specific section of contract allegedly violated:</i>
<i>3. Provide specific details concerning the grievance: (Include names, dates, and circumstances):</i>
<i>4. Describe adverse effect the alleged violation(s) had on grievant:</i>
<i>5. Remedy desired:</i>

Conferee (if any)

Signature of Grievant

APPENDIX D



**AROMAS - SAN JUAN UNIFIED SCHOOL DISTRICT
CLASSIFIED PERFORMANCE EVALUATION FORM**

EMPLOYEE: _____

EVALUATOR: _____

PRE-EVALUATION CONFERENCE: (No Later than October 15th)

GOALS FOR EVALUATION: Agree on goals and attach					
Employee Initials:		Evaluator Initials:		Date:	

EVALUATION CONFERENCE: (No later than 30 days before the last day of the employee's work year)

Date:		Additional Staff Input From:	
--------------	--	-------------------------------------	--

TYPE OF EVALUATION:

- Annual 60 Day Probationary 150 Day Probationary Special

INSTRUCTIONS: Using the descriptors as guidelines, taking the employee's goals and his/her job description into consideration, check the phrase that most nearly describes the employee's performance during the evaluation period. Meet with the employee to discuss his/her job performance, no later than 30 days before the last day of the employee's work year.

1. FULFILLS JOB REQUIREMENTS

- Performs job duties
- Utilizes techniques, processes, equipment, procedures, and materials appropriately
- Takes initiative
- Organized work

EXCEEDS

Consistently: completes assigned duties on time; takes initiative; exhibits organizational skills; requires little or no detailed direction; performs daily routines independently.

MEETS STANDARDS

Regularly: completes assigned duties on time; takes initiative; exhibits organizational skills; requires little or no detailed direction; performs daily routines independently.

NEEDS IMPROVEMENT

Frequently: does not complete assigned duties on time; does not take initiative; does not exhibit organizational skills; needs additional instruction; does not perform daily routines independently.

UNSATISFACTORY

Fails: to complete assigned duties on time; to take initiative; to exhibit organizational skills; to complete duties without instruction; to perform daily routines independently.

NARRATIVE: Add narrative to clarify the rating. If a *Needs Improvement* or an *Unsatisfactory* rating is given, **attach** a remediation plan.

2. QUALITY OF WORK

- Produces work that is neat, accurate, and correct
- Adapts to changing circumstances and needs
- Exercises good judgment

EXCEEDS

Consistently: exhibits accuracy and neatness; follows through on assigned duties; demonstrates ability to do complex tasks; exercises good judgment; adapts to changing circumstances and needs.

MEETS STANDARDS

Regularly: exhibits accuracy and neatness; follows through on assigned duties; demonstrates ability to do complex tasks; exercises good judgment; adapts to changing circumstances and needs.

NEEDS IMPROVEMENT

Frequently: does not exhibit accuracy and neatness; fails to follow through on assigned duties; fails to demonstrate an ability to do complex tasks; does not exercise good judgment; does not adapt to changing circumstances and needs.

UNSATISFACTORY

Fails: to exhibit accuracy and neatness; to follow through on assigned duties; to demonstrate ability to do complex tasks; to exercise good judgment; to adapt to changing circumstances and needs.

NARRATIVE: Add narrative to clarify the rating. If a *Needs Improvement* or an *Unsatisfactory* rating is given, **attach** a remediation plan.

3. DEPENDABILITY

- Adheres to work schedule
- Is punctual
- Follows procedures for reporting absences

EXCEEDS

Consistently: at work and on time; follows procedures for reporting absences.

MEETS STANDARDS

Regularly: at work and on time; follows procedures for reporting absences.

NEEDS IMPROVEMENT

Frequently: is late; exhibits an absence pattern; does not report absences.

UNSATISFACTORY

Fails: to be on time or report for duties; to report absences.

NARRATIVE: Add narrative to clarify the rating. If a *Needs Improvement* or an *Unsatisfactory* rating is given, **attach** a remediation plan.

4. HUMAN RELATIONS

- Works cooperatively and effectively with students, staff and public
- Coordinates work with staff (when appropriate)
- Demonstrates courtesy and tact with students, staff, and public
- Respects confidentiality of information concerning students and staff

EXCEEDS

Consistently: works as part of the team; shows respect for and is courteous to students, staff, and public; analyzes difficult situations and handles them with diplomacy; respects confidential student information; communicates effectively with students, staff and public.

MEETS STANDARDS

Regularly: works as a team member; shows respect for and is courteous to students, staff, and public; analyzes difficult situations and handles them with diplomacy; respects confidential student information; communicates effectively with students, staff and public.

NEEDS IMPROVEMENT

Frequently: does not work as a team member; does not show respect for and is not courteous to students, staff, and public; does not analyze difficult situations and fails to use diplomacy; does not respect confidential student information; does not communicate effectively with students, staff and public.

UNSATISFACTORY

Fails: to work as a team member; to show respect for and is not courteous to students, staff, and public; to analyze difficult situations and handle them with diplomacy; to respect confidential student information; to communicate effectively with students, staff and public.

NARRATIVE: Add narrative to clarify the rating. If a *Needs Improvement* or an *Unsatisfactory* rating is given, **attach** a remediation plan.

5. WORK RESPONSIBILITIES

- Maintains work area
- Takes care of equipment
- Follows safety rules and procedures

EXCEEDS

Consistently: maintains work area; takes care of equipment; follows safety rules and procedures.

MEETS STANDARDS

Regularly: maintains work area; takes care of equipment; follows safety rules and procedures.

NEEDS IMPROVEMENT

Frequently: does not maintain work area; does not take care of equipment; does not follow safety rules and procedures.

UNSATISFACTORY

Fails: to maintain work area; to take care of equipment; to follow safety rules and procedures.

NARRATIVE: Add narrative to clarify the rating. If a *Needs Improvement* or an *Unsatisfactory* rating is given, **attach** a remediation plan.

6. COMMENDATION(S)

Overall Rating: ___ Exceeds ___ Meets Standards ___ Needs Improvement ___ Unsatisfactory

Employee's Comments:

Signature of evaluator: _____ **Date:** _____

Your signature does not imply agreement. Your signature does indicate receipt of this document. This document will be placed in your personnel file. You have ten (10) work days from receipt of this document to make any signed, written comments you wish, which will be attached to the document and placed in your personnel file.

Signature of employee: _____ **Date:** _____

APPENDIX E

All Personnel	BP	4119.42
		4219.42
EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS		4319.42

As part of its commitment to provide a safe and healthful work environment, the Board of Trustees recognizes the importance of developing an exposure control plan. The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace to protect employees from possible infection due to contact with bloodborne pathogens, including but not limited to hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157/4257/4357 - Employee Safety)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall be offered the hepatitis B vaccination.

The Superintendent or designee may exempt designated first aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations. (8 CCR 5193(f))

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

Legal Reference:

LABOR CODE

142.3 Authority of Cal/OSHA to adopt standards

144.7 Requirement to amend standards

CODE OF REGULATIONS, TITLE 8

3204 Access to employee exposure and medical records

5193 California bloodborne pathogens standards

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 OSHA bloodborne pathogens standards

Management Resources:

CDE ADVISORIES

1016.89 Guidelines for Informing School Employees about Preventing the Spread of Infectious Diseases, including Hepatitis B and AIDS/HIV Infections and Policies for Dealing with HIV-Infected Persons in School Settings

WEB SITES

OSHA: <http://www.osha.gov>

Cal/OSHA: http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Policy AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: November 10, 2004

San Juan Bautista, California

APPENDIX F

Aromas-San Juan Unified School District
**ADVANCED APPROVAL REQUEST
FOR SHORT TERM LEAVE**



CLASSIFIED EMPLOYEES

Date _____	Name _____
Number of Work Days Requested _____	
Dates Requested From: _____	To: _____

Reason for Request:

<input type="checkbox"/> Personal Necessity-Classified	<u>deducted from Sick Leave, limit-7 days/vr</u>
<input type="checkbox"/> Personal Business (limited to 2 days per year)	<input type="checkbox"/> Court Appearance (not Jury Duty)
<input type="checkbox"/> Extended Bereavement*	<input type="checkbox"/> Personal Property/Accident*
<input type="checkbox"/> Illness of immediate family member*	

Other Leave Requests:

Jury Duty (Please attach copy of juror summons, Proof of service is required after Jury service is complete.)

Vacation (deducted from Vacation hours)

Other Please specify: _____

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied(Administrators/Supervisors-Please attach reason(s) for Denial)
Administrator/Supervisor's Signature _____	
Date _____	

* Advanced permission is not required for these types of leave, but you must notify the District upon learning of the reason for the leave and complete this form for payroll records upon your return to work.

APPENDIX G

Aromas-San Juan Unified School District DRIVER'S MANUAL

- I. Initial Bidding for Assignments (before school starts)
 - A. Preparation for the bid date:
 1. Number or alphabetize every assignment for the District, including Activity Routes, Midday Routes, and all other routes and duties, including non-driving hours.
 2. Notify drivers of their seniority order** of bidding for the bid day and schedule them to bid in that order on the bid day.
 3. Those drivers whose work schedule in other departments of the District limits their availability for driving shall bid on those routes that have been developed in accordance with their schedules.
 - B. Bid Day:
 1. Place all base route assignments and midday routes on the bid table for driver selection.
 2. In a quiet environment, allow the driver to select a base route and midday assignment (if they choose) to form his/her route.
 3. Management will select the bus appropriate for each route.
 4. If the driver is not present at the appointed time, the Supervisor or driver's designee will select his/her assignment on the bid order.
 5. When an assignment selection is made, remove that assignment from the table and record that driver's choice.
 6. Continue until all assignments are made and the last driver to select will receive the last and only route.
 7. On the initial bid day, drivers shall also indicate their interest in driving field (activity) trips and other extra work as it becomes available.
 8. Where necessary in order to adequately cover non-driving duties, management may make assignments outside of the bidding process.

II. Rebidding for Assignments That Have Changed During the First 20 Days of School

This becomes necessary when an assignment has adjusted to an increase or decrease of one hour or more per week at the close of the first 20 days of school.

A. In the event of an increase, only the driver(s) on the bid list directly above the driver and with a current assignment that is less than this increased assignment is/are eligible to bid.

1. Increased assignments will be posted on the 21st day of school, and will remain posted for 3 days.
2. The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment. An eligible driver is defined as a unit member who is working less than full time for whom the addition of one or more working hours would move that unit member closer to full-time status. However, if the increased hours result in creating a full-time assignment, any full-time unit member may apply.
3. If an eligible driver indicates a desire to be placed in the open assignment, he/she is placed and the driver from the open assignment now takes this vacant assignment.
4. All changes are to be made effective on the next day.

B. In the event of a decrease, only the driver(s) whose assignment decreased will be eligible to bid.

1. Decreased assignments will be posted on the 21st day of school, and will remain posted for 3 days.
2. The eligible driver may bid the assignment of the driver who is directly below him/her on the bid list, if the assignment to be bid upon is greater than the decreased assignment.
3. The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.
4. If an eligible driver indicates a desire to be placed in this newly bid assignment, he/she is tentatively placed.
5. In the event that this reassignment takes place, the newly displaced driver will be assigned to the decreased assignment and steps (2) through (4) will be repeated.

III. Bidding for Assignments That Become Open During the Year, or That Increase or Decrease by More Than 15 Minutes Per Day

These assignments may be open because of a resignation, termination, transfer, demotion, or promotion.

- A. These assignments will be opened to bid and posted immediately for 3 days.
- B. The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.
- C. Each driver will be asked if he/she wishes to advance to the next longer open assignment. A "yes" response will allow movement to the longer open assignment; a "no" response will keep him/her in his/her present assignment.
- D. Same procedure as (I-A) above, except as noted in (III-A, B, and C).
- E. All changes are to be effective on the next day.
- F. Any reduction in hours of a bus driver in this assignment procedure shall not be considered a layoff.

IV. Activity Trip Assignments

- A. On "initial assignment day" prior to the beginning of school or summer school, drivers are asked to indicate if they are interested in taking "Special Trips." A Trip Roster will be set up with the names of interested drivers, listed in descending order according to seniority. Before and after summer school, trips will be rotated according to the order of the bid list.
- B. Assignments will be posted at least three days prior to the day of the trip, unless circumstances prevent the posting. If a late trip assignment is offered within this three day period and refused, the trip hours will not be charged. If the trip is cancelled, there will be no charge against the drivers concerned.
- C. In the event two or more drivers have been assigned to a run and one bus is cancelled, the driver next in line on the seniority list will get the trip.
- D. Activity trip assignments shall be distributed as equitably as possible based on the number of hours actually driven as well as hours of trips offered but refused when trips are turned down by the next eligible driver. This rotation shall also apply to the Kindergarten-route fill-in drivers when the regular K-route drivers are on field trips.

V. Subbing

Designated permanent substitutes (if available), or a regular substitute when no permanent substitute is available, will be used for absent regular drivers who are absent for any/all reasons, except for the absence on a Midday Route only. A Midday Route only absence will be completed by a regular driver when no permanent substitute is available.

Part-time drivers may be assigned to substitute on Midday Routes. This time will be distributed as equitably as possible.