

## UNION COUNTER PROPOSAL 3.30.22

### Article 3, 9 and 17

#### ARTICLE 3--UNION RIGHTS

##### 3           **Printing Agreement**

3.1           The District and the Union agree to have this Agreement printed after **within 90 calendar days of** it has been **ratificated** by both parties.

3.1.2        The cost of printing shall be borne equally by the Union and the District **Printing shall take place in house or by a Union shop. The cover of the Agreement shall be determined by Chapter leadership.**

3.1.3        The Union shall be responsible for providing copies of the Agreement to all present and new **non-probationary** employees in the bargaining unit.

~~3.1.4        The District shall provide SCUSD administrators with access to the collective bargaining agreement (CBA) via the District website. Hard copies will be available to the administrators upon request **from the HR supply.**~~

##### 3.2           **Union Stewards**

3.2.1        The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1      To advise employees concerning the grievance procedure.

3.2.1.2      To advise employees and confer with District management concerning the application of this Agreement.

##### 3.3           **Steward Presence**

3.3.1        The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, **or at the discretion of the Chapter President or Vice President,** the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the **Chapter leadership or** chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected. ~~**The District shall make the Chapter leadership aware in writing every occasion a grievance reaches when a Level II meeting is scheduled.**~~

3.3.2        The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 **Number of Stewards**

3.4.1 ~~No shop steward may be selected to represent a site or department which is not the site or department to which he/she is assigned.~~

3.4.2 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.2.1 Each school in the District **shall have a minimum of 1 and up to 4 stewards at the discretion of Chapter leadership.** (1)

3.4.2.2 ~~At each of the following~~ worksites ~~other than a school mutually agreed to by the Union and the District;~~ at present **least:**

Central Warehouse	1
District Office	5
Each Children's' Center	1
Each Preschool	1
Each Adult Education Center	1
Transportation	<del>25</del>
Buildings and Grounds	2
<b>Nutrition Services</b>	<b>5</b>
<b>Operations</b>	<b>4-5</b>
<b>Print Shop</b>	<b>1</b>
<b>Textbook Services</b>	<b>1</b>

3.4.2.3 ~~The parties may mutually agree to stewards at Aany~~ additional site or school mutually agreed to by the Union and the District during the life of this Agreement. **The Union shall have a minimum of one steward assigned to all sites where at least one bargaining unit employee works.**

3.4.2.4 ~~There shall be One~~ (1) shop steward for each school or department which has a swing and/or graveyard shift. **Swing/graveyard shift stewards shall be in addition to all other stewards listed in this article and work swing or graveyard shifts.**

3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. ~~Alternate stewards shall have no authority if the shop steward is present and available.~~ **Stewards not located at a site may assist the shop steward or members as needed. In addition to the steward assigned to each site, an alternate may be assigned; however, members must first consult the stewards at their site or department.**

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.4.2 Operations-Support Services Unit

One (1) chief steward for Transportation

One (1) chief steward for Operations  
One (1) chief steward for Food Services  
One (1) chief steward for Maintenance

Three (3) at-large chief stewards days shift

#### 3.4.4.3 Office-Technical Unit

Two (2) chief stewards day shift.

#### 3.4.4.4 Split Location Assignments:

In the event a ~~site Union steward and alternate site~~ Union steward is unavailable ~~due to a vacancy, absence or illness~~, a site Union steward may be designated as having a split location assignment that includes the site at ~~which there is a vacancy, absence or illness~~ **where no union steward is available**. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

#### 3.4.5 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of two hundred and eighty (280) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. The Union agrees to make every good faith effort to keep their release requests at or under the two hundred and eighty (280) hour cap. Requests for use of the release time bank must be submitted in writing to the appropriate Human Resources administrator, Associate Superintendent for Human Resources or designee, for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank. **The District shall may approve at least one (1) hour each month of release time for steward training consistent with this section, provided that time exists in the release bank.**

The term “representative” as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

#### 3.5 **Union Staff Access**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

- 3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.
- 3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.
- 3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.
- 3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.
- 3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.
- 3.5.1.6 The **District shall provide the** ~~Union will be provided access to employee~~ **with** bulletin boards at each school, **department, child center** and administrative site. **Each of these bulletin boards shall be used exclusively by SEIU Local 1021 and be easily accessible to members of the unit.**
- 3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.
- 3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.
- 3.5.1.9 New Employee Orientation Meetings
- a. “Newly hired employee” or “new hire” means any classified employee, ~~whether permanent, full time, part time,~~ hired by the District into a **the SEIU** bargaining unit ~~position, and who is still employed as of the date of the new employee orientation.~~ It also includes all employees who are or have been previously employed by the District, **regardless of whether previously represented by SEIU or another unit,** and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s status changed such that the employee was placed in the SEIU unit.
  - b. The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first ten (10) calendar days from date of hire without loss in compensation.

- c. Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.
- d. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.154.
- e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- f. The new employee orientation session shall be held at the District Office or virtually. If the District's new employee orientation takes place virtually, the Union shall have at least thirty (30) minutes during the orientation to provide its new employee orientation. The District shall comply with the requirements of AB 119. New employee orientation may only be held virtually if the CDPH or similar authority imposes such a requirement. In any forum, virtual or in person, the new employee orientation shall be completed prior to first day of work. The District shall allow the Union these 30 minutes during the first half of the orientation. The District shall not place the Union's thirty minutes at the end of the new employee orientation.
- g. The District shall notify each newly hired employee at the time of on-boarding of the date and time of the Union orientation. The District shall also provide the Union with the names of the noticed new employees for each scheduled Union orientation prior to the orientation. The schedule for these orientations shall be established on a yearly basis and sent to the Union and made available on the District's website.**

3.5.1.10 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.11 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.12 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.13 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.14 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forth-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employee(s). Additionally, the District shall provide this information to the Union for all bargaining unit employee(s) at least every ~~120~~ **30** days or when requested.

3.6 **Released Time for Employees**

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties ~~dependent upon staff availability for continuing daily operations.~~ **Released time for negotiating sessions shall include Union caucuses in preparation for joint sessions.** When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay. ~~Requests for leave shall be submitted to Human Resources no less than forty-eight (48) hours prior to the time of the requested release unless this time frame is waived by both parties due to extenuating circumstances.~~

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office ~~dependent upon staff availability for continuing daily operations.~~ Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

### 3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

### 3.6.3 Union Business Leave

Upon request of the Union, the District shall grant reasonable business leaves of absence without loss of compensation or other benefits to a number of union representatives mutually agreed to by the parties. to not more than two Union officers or designees at one time for the purpose of serving as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis. One FTE release time shall be assigned to the Chapter President or their designee to conduct Union activities. The Union shall fully reimburse the District for all costs of salary and benefits paid by the District to the employees during such release time consistent with Government Code 3558.8.

### 3.7 **Union Requests for Information**

3.7.1 ~~The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit. The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.~~

3.7.2 The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

### 3.8 **Non-Discrimination**

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1 For purposes of Section 3.8.4, "harassment" means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose

and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

- (a) Submission to the conduct is explicitly or implicitly made a term or condition of a member's employment.
- (b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liasion committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

1. ~~The Associate Superintendent, Human Resources~~
2. The Administrator **Director** of Employee Relations
3. Two (2) members designated by the Superintendent or designee
4. Four (4) bargaining unit members
5. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liasion committee meetings.

## **ARTICLE 9--ASSIGNMENTS**

### **9 Work Assignments**

#### **9.1 Differential Pay Assignments**

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

#### **9.1.1 Job Descriptions**

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) **paper or electronic** copies of his/her **their** class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to **the Human Resources Department,** his/her **their** supervisor.



## 9.1.2 Custodial Assignments

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2 The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3 The District agrees to provide permanent custodial employees a regular school/site assignment as soon as practicable a permanent vacancy becomes available based on seniority, unless he/she they voluntarily agrees to an unassigned position.

## 9.1.3 Seniority Ranking

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots in the presence of site chapter leadership.

## 9.2 **Reassignments--On-the-Job Injury**

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified without financial impact; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

9.2.1 The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the 2020-2021 time period of contract reopener.

## 9.3 **Seniority Lists**

9.3.1 A seniority list for employees in each job classification shall be established as an online document, with viewing privileges shared with all SEIU stewards

~~and chapter leadership~~, for designating date of hire in the District and including date of hire in present classification.

9.3.2 The seniority lists shall be ~~maintained current by the district~~, ~~provided to each steward at each worksite or administrative unit upon request~~.

9.3.3 A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

#### 9.4 **Transportation Assignments--Bus Driver Routes and Bidding**

9.4.1 Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.

Bus driver assignments shall include all regular home-to-school routes, Special Education routes, ~~basic school routes, Regional Occupational Program routes~~, three (3) unassigned positions and, when designated by the District, an ~~out-of-town~~ field trip bus. All other in-District and out-of-District field trips, athletics or school related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

9.4.1.1 Bidding will be by seniority. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed ~~full~~ medical release date of no later than ~~five (5) days before~~ the first day of school in September will be entitled to bid.

9.4.1.2 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance.

9.4.1.3 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, drivers

who wish to rebid their route shall be permitted to rebid. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

9.4.1.4 Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Winter ~~vacation~~ **break.**

9.4.1.5 All bus drivers shall complete **in advance and maintain** a "Drivers Route List" **as changes are identified to the run and/or routes.** ~~if there are any changes in runs or routes.~~

9.4.1.6 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) **annually assigned** hours, taking into consideration operational efficiency and seniority.

9.4.1.7 Bus attendants shall be assigned additional hours by seniority. **Bus attendants will be hired at a minimum of .75 FTE.**

#### 9.4.2 **Non-Public/County Program Schools**

9.4.2.1 The District school calendar does not match the calendar of the non-public and county program schools.

9.4.2.2 When the District schools are in session but the non-public schools and/or county program schools are not, the Bus Drivers and Attendants will be expected to report for work and will be used to cover other runs.

9.4.2.3. When the non-public and/or county program schools are in session but the District schools are not, the District will offer this extra work to the Bus Drivers and Bus Attendants that are normally assigned to these routes. Many of the route service severe emotionally disturbed students. It is in the best interest of the students to have the regular Driver and Attendant where possible. If the regular Driver and Attendant decline this offer of extra work, the Transportation Department will offer the extra work to qualified Bus Drivers on a seniority basis.

9.4.2.4 ~~All current 5 hour bus drivers shall be increased to 6 hours. Upon ratification of this agreement, all newly hired bus drivers will be 6 hours.~~ **All bus drivers shall be maintained at least 6 hours.** The District shall maintain **350%** ~~65%~~ **75%** of drivers at 8 hours.

#### 9.5 **Transportation Field Trips**

9.5.1 In-District Field Trips

9.5.1.1 All Bus Drivers who are proficient are eligible for special driving assignments for in-District field trips.

## 9.5.2 Out-of-District Field Trips

9.5.2.1 Only qualified Drivers who are proficient and who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

## 9.6 **Overtime--Bus Drivers**

9.6.1 Equal opportunity will be afforded all Drivers to work overtime. Each sign-up for overtime shall be made on the basis of seniority.

All drivers shall be given the opportunity to sign up for overtime twice each school year, unless the District finds it necessary to create another round of sign ups. The first sign up will be at the orientation meeting conducted prior to the start of the traditional school year. The first sign up will be effective the first day of the traditional school year and will run through December 31.

The second round of sign ups will occur during the month of December. The second sign up will be effective upon the first day of school returning from winter recess **break** and will run through the last day of the traditional school year. After three (3) refusals in each semester, no further offer of overtime will be made. During each semester, all eligible drivers will be offered available overtime by using the current seniority roster. Once all the offers have been made during the specific sign up period subsequent offers of overtime will **continue to be made by use of the seniority list and specialized qualifications (i.e. wheelchair, mountain, transit etc.)**. ~~be made to eligible Bus Drivers whose prior accumulation of overtime is lowest.~~

9.6.2 A refusal of overtime means any verbal or written statement(s) by the employee that ~~he/she~~ **they does** not wish to work an overtime assignment, or, by the failure of the employee to respond within the required time period stated on the overtime form. Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

## 9.7 **Use of School Buses and Route Time**

9.7.1 Paid time following completion of a run shall be based upon time required to drive back to the yard.

## 9.8 **Transportation Summer Work**

9.8.1 All Bus Drivers and Bus Attendants are eligible to apply for summer assignments in their classifications.

9.8.2 Interested transportation employees may place their names on a summer work roster.

9.8.3 Summer bidding will be by seniority. Seniority for bidding shall include all service performed in the regular District classification or a higher classification that requires a school bus certificate, provided there is no break in service. ~~The District shall retroactively convert all Bus Drivers and Attendants that work summers into 11-month employees for the previous school year and vacation accruals shall be adjusted to meet requirements pursuant to Article 11. These Bus Drivers and Attendants shall enjoy all benefits of 11-month employees.~~

9.8.3.1 ~~Priority will go to certificated school bus drivers before offered to Class C van drivers. Priority will go to certificated school bus drivers who have received school bus certificates before offering to Class C van drivers.~~

9.8.4 Summer Overtime

Summer overtime shall be the overtime during the time period from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those Drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible Bus Drivers whose overtime accumulation is lowest.

9.8.5 Nutrition Summer Work

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

~~a. Food Service Assistant IVs with the most seniority in that classification shall be selected for available positions.~~

~~Food Service Leads with the most seniority in that classification shall be selected for available positions.~~

~~b. Food Service Assistant IIIs who are currently Food Service Assistant IV or Food Service Assistant III by using their Food Service Assistant III seniority date in that classification shall be selected for available positions.~~

~~Food Service Leads, Food Service Assistants, and Food Production Assistants with the most seniority shall be selected for available Food Service Assistant positions.~~

~~c. **Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.**~~

**d. Food Service Employees who work less than four (4) hours shall be increased to at least four (4) hours Monday through Friday.**

**9.9 Meals and Lodging--Transportation Workers**

9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school Bus Drivers:

9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.).

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.2 School Bus Drivers shall be reimbursed for necessary and actual lodging expenses.

**9.10 Mileage Pay**

9.10.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

9.10.2 Vehicle Use for Hauling District Equipment

Employees who **voluntarily agree** are regularly required by the ~~district management~~ director, Maintenance and Operations to haul District equipment in their vehicles shall be compensated at the rate of \$125 ~~\$150~~ ~~\$175~~ per month. Regularly shall be defined as seventy-five percent (75%) ~~hauling equipment of twenty-five percent (25%)~~ ~~fifty percent (50%)~~ **50%** or more of the working days of any month.

9.10.3 Vehicle Use for Food Services Satellite Managers

Employees who are regularly required by the director, Food Services Department, to transport cafeteria food in their vehicles shall be compensated as follows: For lunch only--\$40 per month; for breakfast and lunch--\$50 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.~~(OUTDATED)~~

9.11 **Uniforms**

9.11.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.11.2 ~~The District will provide transportation shop personnel and maintenance workers Maintenance and Operations Staff, Food Service Staff, roofers, warehouse workers, and other staff as designated by the District with an annual allowance of \$135 up to \$200 up to \$235 vouchers redeemable at Grlinger Industrial Supply, 149 J Industrial Blvd, West Sacramento, for the purpose of purchasing the appropriate safety steel toed footwear as determined approved by the District for meeting the minimum standards of safety and performance required by their job description. Additionally, the District will provide operations staff food service workers with an allowance of up to \$150, for the purpose of purchasing the appropriate safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description. Purchasing accounts will be set up or purchases can be reimbursed by the District. Such Affected staff are required to will wear the~~

~~appropriate and safe safety steel-toed footwear must be worn at all times~~  
**when necessary** while performing their duties.

The District will provide transportation shop personnel **and trade maintenance workers** ~~Maintenance and Operations Staff, Food Service Staff, roofers, warehouse workers,~~ and other staff as designated by the District with an annual allowance of ~~\$135 up to \$ /; e \$ up to \$200~~ **230** ~~\$250~~ vouchers redeemable ~~at Gr(linger Industrial Supply, 14.9.J Industrial Blvd, West SacNwie1to,~~ for the purpose of purchasing the appropriate safety toe protection and oil resistant soled ~~steel-toed~~ footwear ~~as determined approved~~ by the District for meeting the minimum standards of safety and performance required by their job description.

### **Nutrition Services**

**Additionally, the District will provide slip resistant shoes for food service workers staff assigned to the Central Kitchen and District Warehouse. operations staff food service workers with an allowance of up to \$150, for the purpose of purchasing the appropriate slip resistant shoes safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description.** Purchasing accounts will be set up, ~~or purchases can be reimbursed by the District.~~ Such **Affected staff** are required to **will wear the appropriate and slip resistant shoes** ~~safe safety steel-toed footwear must be worn at all times~~ **when necessary** while performing their duties.

9.11.3 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather. ~~(This provision is limited by a Tentative Agreement between the parties dated April 4, 1999).~~

9.11.4 The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times. **This requirement shall not prohibit concerted activity.**

9.11.5 **The District shall provide shirts, (5 at hiring and 3 each year thereafter), for all warehouse workers.**

### 9.12 **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult **annually** on lists of tools which the employer is required to provide on the job.

### 9.13 **Physical Exams**



When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

9.14 **Work shift Assignments**

9.14.1 Third Shifts

The District agrees to the following staffing arrangements on the third shift:

9.14.1.1 At no time shall the District schedule less than three (3) custodians working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

9.15 **Work Schedules**

9.15.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

9.15.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given to affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.—**Education Employment Relations Act (EERA) shall govern the parties' obligations with regard to changes in work schedules.**

9.15.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have ~~his/her~~ their regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.15.4 ~~For the 2014-2015 school year, and thereafter, the required days of service shall increase by three (3) service days. This increase in service days shall~~

reflect the restoration of three (3) furlough days, to be included on the 2014-2015, 2015-2016, and 2016-2017 calendar.

- a. ~~For the 2014-2015 school year, ten (10) month employees shall work August 27<sup>th</sup> and August 28<sup>th</sup>, prior to the start of the school year.~~
- b. ~~For the 2014-2015 school year, eleven (11) month employees shall return one (1) day sooner than their normal start date and stay one (1) day later than their normal last day of work.~~
- c. ~~For the 2014-2015 school year, twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for prior approval time off.~~

## 9.16 Rest Periods

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor. All rest periods shall be duty free. The District shall compensate employees for each missed rest period with one (1) additional hour's pay at the employee's regular rate.

9.16.2 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

## 9.17 Lunch Period

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during his/her their lunch period, such employee will be paid for the lunch period at his/her their regular rate of pay. The District shall compensate employees for each missed lunch period with one (1) additional hour's pay at the employee's regular rate.

## 9.18 Summer Assignments

9.18.1 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of

posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.19 **Work Location(s)**

The school(s) or site(s) at which an employee performs his/her **their** assigned duties.

9.20 **Commitment to Training**

The District will provide adequate training commensurate with workload and mission requirements. Management will make good faith efforts to assist employees in partaking of training when necessary.

[...]

**Professional Development**

17.1 The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and within the employee's current occupational area.

17.2 **Eligibility**

**All probationary and permanent employees are eligible to participate. This does not include temporary, short-term or substitute employees, although such personnel may take coursework to be "stock-piled" in the event they are later elected on a regular basis.**

17.3.2 Conferences or Training Programs

Professional growth credit may be earned through hours of service or attendance from any of the following:

Adult education programs.

Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

Special training programs/conventions/workshops.

Private firms.

Private schools (business).

Trade **Union programs, trainings, conventions.**

Recognized community resource groups.

Other governmental organizations.

17.3.3 Credit shall be given for these activities, which may be combined,  
- on the following basis:

Total Hours of Attendance or Effort	Semester Unit Equivalents
15	1/2
30	1
45	1-1/2
60	2
75	2-1/2
90	3
<b>105</b>	<b>3-1/2</b>
<b>120</b>	<b>4</b>

17.3.3.1 Participation in such activities must be certified in writing by appropriate officials on forms provided by the **Human Resources Department, Personnel Services Office.** ~~Form needs to be updated and participants should be able to submit printed or emailed transcript straight from Power School Management (current district system) or other District program used.~~

17.3.4 District Sponsored Training Programs (Fast Track Professional Growth. Enhanced Professional Growth)

Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District ~~as an Enhanced Professional Growth (EPG) program.~~ **as Fast Track-Professional Growth.**

The District will make a good faith effort to indicate on class schedules or announcements that the class is recognized for ~~EPG Credit or Enhanced~~ **Fast Track Professional Growth.**

17.4.3 Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed above may be submitted to **immediate Supervisor** ~~Chief Personnel Officer~~ or designee for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 **Restrictions**

17.5.1 ~~No On-Duty Credit~~ **No Credit During Working Hours**

Professional growth credits cannot be given for courses or activities undertaken while an employee **is working their required scheduled work day hours.** ~~required to be on duty.~~

~~17.5.4~~ **Courses Taken Prior to Adoption**

~~No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.~~

17.6 **Salary Allowable**

Effective May 1, 2006, the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 1/2 - 6.5	\$6.00
units	\$7.00
7 13.5 units	\$8.00
14 20.5 units	\$9.00
21 48.0 units	\$10.00

<u>75</u>	<u>\$11</u>
<u>90</u>	<u>\$12</u>
<u>105</u>	<u>\$13</u>
<u>120</u>	<u>\$14</u>

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro-rata basis.

- 17.6.1 No salary credit shall be granted until the employee has served ~~three (3) full consecutive years~~ ~~6 months~~ ~~12 months~~ **12 months** ~~18 consecutive months~~ in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is re-employed within one (1) year shall be counted as consecutive.
- 17.6.2 After ~~three (3) years~~ ~~6 months~~ ~~years~~ ~~6 months~~ ~~12 months~~ **12 months** ~~18 months~~ served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to eighteen (18) units.
- 17.6.4 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Human Resource Services. Twice annually, on September 1 and April 1, the Human Resource Services will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline. ~~The District does not will make an attempt to shall shall apply earned credits within 30 days of each processing period, employee will receive a month double credit of the amount due. If district does not apply earned credits within 30 days of each processing period, employee will receive a month double credit of the amount due.~~
- 17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Associate Superintendent, Human Resource Services, or designee may appeal such decisions to the Professional Growth Program Appeal Committee. The employee who denies the request shall not be a member of the Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource Services, or designee, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees from each bargaining unit and job sector. ~~their bargaining unit and job classification~~. The decisions of the appeal committee shall not be subject to the grievance procedure.