

# COLLECTIVE BARGAINING CONTRACT

Effective through June 30, 2007

## ELK GROVE UNIFIED SCHOOL DISTRICT

### BOARD OF EDUCATION

Jeanette J. Amavisca  
Pollyanna Cooper-LeVangie  
Priscilla S. Cox  
Pamela A. Irey  
William H. Lugg, Jr.  
Chet Madison, Sr.  
Brian D. Myers

### ADMINISTRATION

Steven M. Ladd, Ed.D., Superintendent

## AMALGAMATED TRANSIT UNION LOCAL 256

### OFFICERS

Victor Guerra, President  
Ralph T. Niz, Vice President  
Clyde Beckham, Jr., Financial Secretary  
Corina De La Torre, Recording Secretary  
Brian Wiens, Executive Board EG #1  
Murt Anderson, Executive Board EG #2

ATU

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>1</b>
AGREEMENT	1
<b>ARTICLE 2</b>	<b>2</b>
RECOGNITION	2
<b>ARTICLE 3</b>	<b>3</b>
DEFINITIONS	3
3.1 Regular or Permanent Employees	3
3.2 Probationary Employee	3
3.3 Suspension/Demotion/Dismissal	3
3.4 Overtime Pay	4
<b>ARTICLE 4</b>	<b>5</b>
UNION RIGHTS	5
4.1 Distribution of Contract	5
4.2 General Rights	5
4.3 Staff-Administrator-Governing Board Relationships	6
4.4 Attainment of goals	6
4.5 Policy Development and Review	6
<b>ARTICLE 5</b>	<b>7</b>
DISTRICT RIGHTS	7
6.2 Organizational Security	8
<b>ARTICLE 7</b>	<b>9</b>
CIVIL AND LEGAL RIGHTS	9
<b>ARTICLE 8</b>	<b>10</b>
AFFIRMATIVE ACTION	10
8.1 Procedures	10
8.2 Hiring Goals	10
<b>ARTICLE 9</b>	<b>11</b>
GRIEVANCE PROCEDURE	11
9.1 Grievance/Complaints	11
9.2 Definitions	11
9.3 Purpose/Timelines	
9.4 Procedures	12
9.5 Rights of Employees to Representation	13
9.6 Miscellaneous	13
<b>ARTICLE 10</b>	<b>14</b>
RECRUITMENT	14
10.1 Recruitment	14
10.2 Duties and Responsibilities	14

<b>ARTICLE 11</b>	.....	<b>15</b>
STANDARDS OF EMPLOYMENT	.....	15
11.1	Bus Drivers .....	15
11.2	Special Driver Certificates .....	15
11.3	Test for Special Driver’s Certificate .....	15
11.4	Recertification Classes .....	15
<b>ARTICLE 12</b>	.....	<b>16</b>
SUBSTITUTE EMPLOYEES	.....	16
12.1	Substitutes .....	16
12.2	Temporary and Part Time Personnel .....	16
<b>ARTICLE 13</b>	.....	<b>17</b>
ASSIGNMENT	.....	17
13.1	Assignment .....	17
13.2	Seniority Provisions .....	17
13.3	Route Selection, Bus Drivers .....	18
13.4	Extra Runs, Field Trips, CBI’s & Field Trip Utility Position .....	21
13.5	Request for Time Off Process/Procedures .....	24
13.6	Shift Selection – Mechanics and Mechanics’ Helpers .....	25
13.7	Vehicle Maintenance Shop .....	27
13.8	Guidelines for Co-Curricular Trips .....	27
13.9	Guidelines for Bus Driver/Trainer Selection .....	27
<b>ARTICLE 14</b>	.....	<b>28</b>
SELECTION/RETENTION/PROMOTION	.....	28
14.1	Vacancy Announcement – Closed Promotional Position .....	28
14.2	Appointment Standards .....	28
14.3	Qualifications .....	28
14.4	Assignment .....	28
14.5	Rehire .....	29
<b>ARTICLE 15</b>	.....	<b>30</b>
CLASSIFICATION	.....	30
15.1	Employment - Classification Plan .....	30
15.2	Proportional Credit .....	30
15.3	Short-Term Position .....	30
<b>ARTICLE 16</b>	.....	<b>31</b>
HOURS	.....	31
16.1	Hours .....	31
16.2	Layover Time .....	31
16.3	Check-Out Time – Bus Drivers .....	31
<b>ARTICLE 17</b>	.....	<b>32</b>
TRANSFER	.....	32
17.1	Authority to Transfer .....	32
17.2	General Transfer Provisions .....	32

<b>ARTICLE 18</b> .....	<b>34</b>
PROBATION/EVALUATION .....	34
18.1 Probation .....	34
18.2 Evaluation .....	35
<b>ARTICLE 19</b> .....	<b>36</b>
UNIFORMS .....	36
19.1 Uniforms, Protective Clothing & Protective Devices – Union .....	36
19.2 District Provided Uniforms and Approved Optional Wear .....	36
19.3 Uniforms, Shop Staff .....	37
<b>ARTICLE 20</b> .....	<b>38</b>
SUSPENSION/DEMOTION/DISMISSAL/TERMINATION .....	38
20.1 Suspension/Demotion/Dismissal .....	38
20.2 Separation .....	39
<b>ARTICLE 21</b> .....	<b>40</b>
LEAVES .....	40
21.1 General Leave Policies .....	40
21.2 Sick Leave .....	40
21.3 Industrial Accident and Illness Leave .....	41
21.4 Imminence of Death .....	42
21.5 Bereavement .....	42
21.6 Occupational Purposes .....	43
21.7 Jury and Legal Leave .....	43
21.8 Religious Observance .....	43
21.9 Emergency/Personal Leave .....	43
21.10 Personal Necessity Leave .....	44
21.11 Long-Term Leaves .....	45
21.12 Maternity Leave .....	45
21.13 Pregnancy Disability Leave .....	45
21.14 Child Care Leave .....	45
21.15 Military Leave .....	45
21.16 Health and Hardship Leave .....	46
21.17 Organization Leave .....	46
21.18 Extended Leave of Absence for Illness .....	47
21.19 Family and Medical Leave .....	47
21.20 Holidays .....	51
21.21 Vacations .....	51
21.22 Vacation Scheduling .....	53
21.23 Catastrophic Leave .....	54
<b>ARTICLE 22</b> .....	<b>57</b>
MISCELLANEOUS .....	57
22.1 Staff Meetings .....	57
22.2 Growth in Job Skills .....	57
22.3 Safety Program .....	57
22.4 Service Awards for Employees .....	57
22.5 Accident Review Committee .....	58
22.6 Mailing Lists .....	58

22.7	Employment.....	58
22.8	Health Examination .....	59
22.9	Chest X-Ray or Intradermal Test.....	59
<b>ARTICLE 23</b>	.....	<b>60</b>
WAGES	.....	60
23.1	Salary Program .....	60
23.2	Annual Salary Proposal .....	60
23.3	Wage Schedule .....	60
23.4	Wage Schedule Limitations .....	62
23.5	Longevity Bonus.....	62
23.6	Salary Checks and Deductions.....	63
23.7	Overtime Pay .....	63
<b>ARTICLE 24</b>	.....	<b>64</b>
TRAVEL	.....	64
24.1	Reimbursement - Miscellaneous.....	64
24.2	Reimbursement – Rodeo .....	64
<b>ARTICLE 25</b>	.....	<b>65</b>
HEALTH BENEFITS	.....	65
25.1	General Provision .....	65
25.2	Eligibility .....	65
25.3	Enrollment .....	66
25.4	Coverage .....	66
25.5	Cancellation and Refund.....	66
25.6	Welfare Benefit Fund Reopener .....	66
25.7	Tax-Sheltered Annuities and Deferred Compensation .....	67
25.8	Programs and Coverage .....	67
25.9	Conversion to Plans Outside the District Program .....	68
<b>ARTICLE 26</b>	.....	<b>69</b>
COMPLETION OF NEGOTIATIONS	.....	69
<b>ARTICLE 27</b>	.....	<b>70</b>
DURATION	.....	70
<b>APPENDIX A</b>	.....	<b>71</b>
CAUSES FOR SUSPENSION, DEMOTION, DISMISSAL	.....	71
<b>APPENDIX B</b>	.....	<b>72</b>
SALARY SCHEDULE	.....	72

## **ARTICLE 1**

### **AGREEMENT**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Elk Grove Unified School District (District) and the Amalgamated Transit Union, Local 256 (Union).
  
- 1.2 The Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The District recognizes the Amalgamated Transit Union, Local 256, as the exclusive representative for the following personnel:

Entry Level Mechanic  
Apprentice Mechanic  
Bus Attendant  
Bus Driver  
Bus Driver Instructor  
Mechanic's Assistant - Fuel  
Journey Mechanic I  
Journey Mechanic II  
Lead Journey Mechanic II  
Inventory Control Assistant  
Mechanic's Assistant - Tire  
Transportation Office Technician  
Scheduling Technician  
Office Assistant - Transportation

excluding management and confidential/supervisory personnel as certified by the Public Employment Relations Board.

## **ARTICLE 3**

### DEFINITIONS

#### 3.1 REGULAR OR PERMANENT EMPLOYEES

3.101 Regular or permanent employees are employees hired on either a full-time or part-time basis with the understanding that his/her employment will continue as long as his/her work and conduct meet the requirements of the District, and subject to the continuation of the position he/she holds.

3.102 An employee will not be officially designated regular or permanent until the appropriate probationary period of service has been rendered in a satisfactory manner.

#### 3.2 PROBATIONARY EMPLOYEE

3.201 A probationary employee is an employee who is serving the District in a position whose holder will be designated a regular or permanent employee after the probationary period has been served.

3.202 Probationary Period—The probationary period for all bus drivers employed prior to December 1, 1986, shall be six (6) months. The probationary period for all bus drivers employed on or after December 1, 1986, shall be 180 work days or nine (9) months whichever occurs first. The probationary period for all other unit members shall be six months. Time spent on leave of absence shall not apply toward completion of the probationary period. Probationary employees may be dismissed at the discretion of the Governing Board. At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.

#### 3.3 SUSPENSION/DEMOTION/DISMISSAL

3.301 Suspension means either temporary removal of an employee from his/her position with loss of pay as a disciplinary measure, or his/her removal preliminary to investigation of charges pending demotion or dismissal.

3.302 Demotion means reduction of an employee from a given class (or group of similar positions combined under a common title) to a class having a lower salary rate.

3.303 Dismissal means separation, discharge, or permanent removal of an employee from his/her position for cause in accordance with the provisions of the Education Code and these policies and Board Rules and Regulations.

3.4 OVERTIME PAY

3.401 Overtime hours shall be defined as: hours worked in excess of eight (8) hours in any one day; hours worked in excess of forty (40) hours in any one week; hours worked on any declared District employee holiday, legal holiday, Saturday, or Sunday, except assigned shifts within the 40 hour week.

3.402 Overtime must be approved or ordered in advance by proper District supervisory or administrative personnel. No compensation shall be paid or compensatory time off allowed, for unauthorized overtime.

3.403 Compensatory Time Off (CTO) – SHOP STAFF ONLY

The District shall offer a program for compensatory time off (CTO) which shall be available for overtime worked.

The employee shall have the right on a voluntary basis to participate in the CTO program.

CTO time shall be earned at the rate of 1-½ hours for each hour worked in excess of eight (8) hours per day.

CTO may be taken by the employee upon the mutual consent of the employee and his or her supervisor. Employees will be given 24-hour notice from request to use CTO time.

CTO time can be used in eight-hour increments.

## **ARTICLE 4**

### UNION RIGHTS

#### 4.1 DISTRIBUTION OF CONTRACT

The District will notify all employees in the transportation unit of this Agreement and give copies to all employees.

#### 4.2 GENERAL RIGHTS

4.201 ATU may use the District mail provided that the use is not in violation of Federal mail statutes. Employee organizations shall be granted the right to: contact employees, use school bulletin boards and mail boxes, distribute employee organizational materials, and use school facilities for organizational meetings in accordance with procedure and limitations established by the Superintendent in administrative regulations. Materials of employee organizations that are posted, mailed or distributed under this policy shall not contain anything obscene, or anything, which tends to degrade or malign persons or organizations.

4.202 The Union's representative shall be permitted by the District to transact Union business on the premises of the District during working hours, but at no time shall representatives delay any employee at work.

4.203 All authorized Union representatives are subject to all of the rules and regulations regarding the conduct of employees on the premises of the District.

4.204 Union members shall be permitted to wear Union emblems.

4.205 The District shall provide wall space for a Union bulletin board and that board will be limited to Union business.

4.206 Should the Union or the District desire to discuss any general problems not pertaining to grievances, a meeting shall be arranged upon request.

4.207 Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against, either by the school District or by employee organizations, because of their membership or non-membership in employee organizations. They shall have the right to participate through representatives of their own choosing in the presentation of their views to the Governing Board.

4.208 Employee organizations which meet the provisions of the law and the policies of the District shall have the right to represent their members in matters within the scope of the meeting and conferring process and other matters of employee concern.

#### 4.3 STAFF-ADMINISTRATOR-GOVERNING BOARD RELATIONSHIPS

- 4.301 Recognizing that providing a high quality education for children is the paramount aim of this school system, and good morale in the staff is necessary for the best education of the children, the Governing Board encourages the participation of staff members in the activities of their organizations and encourages the organizations to exercise their rights and responsibilities within the spirit and letter of the law.
- 4.302 The Governing Board also recognizes the following roles and responsibilities that are clearly established by law:
- a. The Governing Board, under law, has the final responsibility of establishing policies for the school system.
  - b. The Superintendent and his/her staff have the responsibility of carrying out the policies established.

#### 4.4 ATTAINMENT OF GOALS

Attainment of the goals of the education program conducted in the schools of the District requires mutual understanding and cooperation among the Governing Board, the Superintendent and his/her administrative staff, the certificated personnel, the classified personnel and other citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

#### 4.5 POLICY DEVELOPMENT AND REVIEW

- 4.501 The Superintendent is directed to confer with any and all appropriate personnel and employee organizations in suggesting and establishing the desired policies and regulations relating to governing board-administrator-employee relationships and other matters as provided by law.
- 4.502 The Governing Board will annually review these policies and will consider suggested revisions or additions, which will improve these relationships and promote the educational welfare of the children attending the schools of the District.

## ARTICLE 5

### DISTRICT RIGHTS

The Union recognizes and acknowledges that the District possesses certain management rights not in conflict with the provisions of this Agreement. For example, the Union recognizes and acknowledges that the District's reserved Management Rights include, but are not necessarily limited to, the right and power to determine, implement, supplement, change, modify or discontinue, in whole or part, temporarily or permanently, any of the following:

the legal, geographical and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

the financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement; and

the educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading testing, records, pupil health and safety, pupil conduct and discipline, food services, racial and ethnic balance of the student population, extra curricular and co-curricular activities and emergency situations with respect to such matters.

In addition, the Union recognizes and acknowledges that the District possesses management rights and powers as provided by State law.

In addition, the District retains the rights, subject to the provisions of this Agreement and State law, to hire, classify, assign within job description, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, is limited by the terms of this Agreement.

6.2 ORGANIZATIONAL SECURITY

- 6.201 All unit members shall become members of the Union and pay an annual service fee. The service fee shall not exceed 80% of the regular dues.
- a. Unit members may elect to pay the above service fee directly to the Union.
  - b. Upon timely written notice from the Union to the District of failure to comply with Section 6.201 (a) of this article, the District shall put said unit member on payroll deduction for the appropriate amount of the fee on the next pay warrant.
- 6.202 Any unit member who belongs to a religious group or church, whose long standing teachings have historically forbidden joining or supporting unions and so demonstrates in writing to the satisfaction of the Union, shall pay such fee to the Union which shall then contribute such fee to an established charitable organization. The Union shall provide the unit member with a written receipt indicating a charitable donation has been made in his/her name.
- 6.203 The Union and the unit members shall indemnify and hold the District harmless for any and all claims, demands, suits or any other action arising from this article, and shall pay full legal costs in any action brought against the District by virtue of this article.

## **ARTICLE 7**

### **CIVIL AND LEGAL RIGHTS**

- 7.1 The personal life of an employee is not an appropriate concern for attention of the Governing Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.
- 7.2 Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal laws.
- 7.3 All employees are free to join or not to join employee organizations. Decisions affecting the individual employee are made without regard to membership or non-membership in such organizations. Each employee is entitled to his/her individual legal or ethical rights and privileges. (Government Code 3543)

## ARTICLE 8

### AFFIRMATIVE ACTION

#### 8.1 PROCEDURES

- 8.101 It shall be the purpose of the Elk Grove Unified School District to work within its financial capabilities toward a balanced total staff in terms of minority ethnic characteristic, race, sex, age, experience, and geographic region of training.
- 8.102 The Superintendent shall establish procedures for the pursuit of this purpose, which will provide for:
- a. Annual report to the Board showing the distribution achieved for the current year, the areas in which balance has not been achieved, and a set of hiring goals for the next year;
  - b. A structure which would include staff members in a monitoring and evaluation process; and
  - c. A genuine effort to solicit applications from individuals who fit the group characteristics defined by the hiring goals.

#### 8.2 HIRING GOALS

- 8.201 Hiring goals shall be considered targets to be strived for, not quotas to be filled ignoring other criteria.
- 8.202 The basic criterion for hiring shall be the qualifications of the applicant for the specific position(s) to be filled. When position qualifications of two or more applicants appear equal, the balanced hiring goals shall be the determining factor.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### 9.1 GRIEVANCE/COMPLAINTS

9.101 The policy of the Elk Grove Unified School District is to practice reasonable and effective means of resolving difficulties which may arise among employees to reduce the potential for a grievance and to establish and maintain understood two-way channels of communications between staff and administration.

#### 9.2 DEFINITIONS

9.201 A "grievance" is a claim by an employee, an employee's organization, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

9.202 An "aggrieved person" is the person or persons, including the organization or representatives thereof, making the claim.

9.203 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### 9.3 PURPOSE/TIMELINES

9.301 The purpose of this procedure is to secure, at the lowest possible administrative level equitable, solution to the problems which may arise affecting the welfare or working conditions of employees, the needs and rights of students, or the operation of the District. These proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.

9.302 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration or employee organization, and to have the grievance adjusted without intervention by employee organization, provided that the adjustment is not inconsistent with the terms of this Agreement, and that the employee organization has been informed of the grievance, its tentative adjustment, and had the opportunity to state its views.

9.303 Since it is important that grievances be processed as rapidly as possible, the time limits specified should be considered maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

9.304 In the event a grievance is filed when it cannot be processed through all the steps by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein will be adjusted so that resolution is complete prior to the opening of school.

## 9.4 PROCEDURES

- 9.401 Pre-grievance requirements: Any person with a problem requiring resolution will first discuss the problem with the appropriate immediate supervisor, or representative of the employee organization, either directly or through a representative, with the objective of resolving the matter informally. If resolution is not affected, a grievance may be filed.
- 9.402 An employee may file a formal grievance in writing simultaneously with the president of the employee organization, the Director for Classified Personnel, and his/her immediate supervisor within fifteen (15) work days from when the alleged violation occurred or within fifteen (15) work days of when an employee might reasonably have known of the violation.
- 9.403 Within ten (10) workdays after receipt of the written grievance, the Superintendent or his/her designee will meet with the grievant and a representative of the employee organization in an effort to resolve it.
- 9.404 If the grievant is not satisfied with the disposition in Section 9.403 or if no written decision has been rendered within ten days of the meeting as specified in Section 9.403, or the meeting has not been held, he/she may, within thirty (30) days of filing the grievance, request in writing that the grievance be submitted to an outside impartial team for study and recommendation.
- a. If the grievance has been brought by an employee, the employee organization, by written notice to the Superintendent within fifteen (15) workdays of receipt of the request, may submit a grievance to an outside team.
- 9.405 The employee organization may, on their own behalf and on behalf of the affected employee, initiate a grievance which affects more than one employee at one location according to the process in Section 9.402 above.
- 9.406 When submitting a grievance to an outside team, each party shall select a person of their choice. The two-team members so selected shall select a third. If the two team members cannot agree on the selection of the third, the following procedure will be followed: from a list of arbitrators supplied by the State Mediation and Conciliations Services, names will be struck by the parties until one remains. The flip of the coin will be used to determine who strikes first.
- 9.407 The parties shall develop a written description of the grievance and the steps through which it was moved. The exact question which must be answered is to be in writing. The document, when agreed to and signed by both parties, will become the charge for the outside team. In all instances, the outside team's recommendation or resolution of the grievance will be in writing and will set forth the finding of fact, the conclusions reached, and the logic underlying those conclusions. This document will be submitted by the team to the parties affected.
- 9.408 Within ten (10) workdays of receipt of the team's conclusions and recommendations, a final decision will be made and that decision will be communicated in writing to the grievant.

9.409 All costs for the direct services of the outside team will be borne equally by the Board of Education and the employee organization.

9.410 The District agrees to use a grievance form developed by the Union provided that it contains the information currently required by this Agreement.

#### 9.5 RIGHTS OF EMPLOYEES TO REPRESENTATION

9.501 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an employee organization, or any other participant in the grievance procedure by reason of such participation.

9.502 A grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative. If a grievant does not choose to be represented, a copy of the grievance shall be submitted to the president of the employee organization in writing. The employee organization shall have the right to present its views at that time.

#### 9.6 MISCELLANEOUS

9.601 When it is necessary for a grievant, a grievant and his/her representative, or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay.

9.602 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel files of any participant.

9.603 Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent and employee organizations and provided by the District.

## **ARTICLE 10**

### **RECRUITMENT**

#### 10.1 RECRUITMENT

10.101 As needed, any and/or all reasonable and legitimate means of recruiting personnel for the filling of classified vacancies shall be used. This shall include advising present employees of the District of vacancies as they occur with an invitation to anyone interested to apply for the vacant position.

#### 10.2 DUTIES AND RESPONSIBILITIES

10.201 The duties and responsibilities of the classified employees shall be fixed and prescribed in the job descriptions as approved for each class by the Governing Board.

10.202 Job descriptions will be maintained and made available in a separate manual.

## ARTICLE 11

### STANDARDS OF EMPLOYMENT

#### 11.1 BUS DRIVERS

Applicants for employment in the classified service for positions under the classified job title "Bus Driver" shall and must be properly licensed by the State Department of Motor Vehicles prior to assuming any bus driving responsibilities in which students are transported and shall otherwise meet all requirements of the Motor Vehicle Code applying to the licensing of bus drivers.

#### 11.2 SPECIAL DRIVER CERTIFICATES

The District shall reimburse employees the renewal cost of any special driver's certificate (other than a Class C drivers license) required in the performance their duties. This shall include a Class A or B license for those employees whose job description requires such a license.

#### 11.3 TEST FOR SPECIAL DRIVER'S CERTIFICATE

The District agrees to make every reasonable effort to have the California Highway Patrol administer the test for Special Bus Driver's Certificate at a time designed to minimize the employee's loss of time.

The District will schedule the re-certification for Special Bus Driver's Certificate at a time either not to deprive a driver of scheduled work or if that cannot be scheduled, provide release time required for re-certification of license (written and driving test).

#### 11.4 RECERTIFICATION CLASSES

Provided that the recertification classes required by law can be accomplished within the budgeted training funds, the District agrees to conduct these classes within the regular scheduled school year for employees.

## ARTICLE 12

### SUBSTITUTE EMPLOYEES

#### 12.1 SUBSTITUTES

12.101 The District and the Union agree that the substitutes will be notified upon initial employment that the Union has limited grievance rights for them because their status as a substitute means that they are "at will" employees and may be dismissed at the option of the District until they achieve permanent status.

However, a substitute employee who works eighty (80) or more regular hours per pay period will be considered a temporary employee and entitled to benefits (accrued sick leave and vacation) of same under these specified conditions:

- a. All employees on any substitute list will designate within thirty (30) days of becoming listed as a substitute whether in the event they become temporary they wish at that time to be included on the medical, dental, vision care, life insurance, and income protection insurance roster.
- b. Substitute employees who choose to be included will receive fringe benefit coverage beginning with the pay period following the one in which they begin as a temporary employee, and they will remain on the list through June 30.
- c. In each pay period in which the temporary employee works eighty (80) hours or more, the District will pay the premiums for fringe benefit coverage; if such an employee works less than eighty (80) hours, the premium will be deducted from the following pay period's warrant.
- d. Any substitute or temporary employee who wishes to continue his/her benefits must file a form on or before June 1.
- e. During any month in which an employee is temporary, he/she will be entitled to any paid holiday which occurs during that month and will earn vacation and sick leave credit for that month.
- f. Sick leave will be deducted at the same rate at which it is earned. A full day taken shall be charged at the average hours earned in the pay period.

#### 12.2 TEMPORARY AND PART TIME PERSONNEL

12.201 Short term, occasional, and substitute employees employed and paid for less than 75% of the school year (July 1 - June 30) shall not be a part of the classified service.

## ARTICLE 13

### ASSIGNMENT

#### 13.1 ASSIGNMENT

- 13.101 Classified employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent or his/her designee. Necessary changes in assignments may be made at any time through procedures agreed to in negotiations.
- 13.102 School bus drivers given duty assignments will be given adequate break times to the extent possible.
- 13.103 No fewer than twenty-five percent (25%) of all non-wheelchair special education routes will be designated as “non-wheelchair”.
- 13.104 The District agrees to post a daily sign-up sheet for extra work. A driver shall indicate his or her intent to perform extra work prior to departing on his or her first morning run.
- 13.105 The District agrees to use seniority order for the assignment of those on the list who are available in preference to those who have not signed the list
- 13.106 The District and ATU agree to put together a joint committee to address appropriate assignment patterns, vacation, and other pertinent issues for Bus Attendants, Mechanics and Clerks.
- 13.107 Unit members called in when unassigned will be available for and paid a minimum of two hours.

#### 13.2 SENIORITY PROVISIONS

- 13.201 A correct copy of the seniority list, including both seniority within classification and within District, shall be posted and revised as necessary, but no less frequently than each semester.
- 13.202 For purposes of bidding on runs or shop shifts, seniority will be earned only within each specific classification.
- 13.203 For purposes related to district-wide benefits (vacation, sick leave, etc.), seniority will be earned from the date of hire as a substitute or regular employee in the District.
- 13.204 Seniority shall prevail at all times, except as otherwise provided.
- 13.205 No employee shall lose his/her seniority due to temporary illness or accident.
- 13.206 Substitute employees shall accumulate seniority by number of days worked. Substitute seniority lists shall be revised quarterly to reflect proper seniority order and substitute employees shall be offered work, by seniority, from that list. District paid leaves of absence of one day or more shall be considered days worked.

If more than one substitute employee began District employment on the same day, initial seniority placement on the substitute list shall be determined by drawing lots.

13.207 Unless a unit member's disciplinary remedy specifically includes loss of seniority for unpaid leave, there shall be no loss of seniority

### 13.3 ROUTE SELECTION, BUS DRIVERS

13.301 A list of the runs available for bidding will be provided to drivers within (2) days of the time for bidding and the union within (3) days. It is understood that changes may be made in the runs after the time that the runs are provided. Union shall review the list and consult with the Director of Transportation prior to the scheduled posting time. If the Union and the Director agree that the list accurately reflects then known available runs and hours, the master list shall be signed by both and subsequently discovered errors are neither grievable nor require rebidding. Subsequent changes will be shared with the Union prior to bidding and signing. If unsigned and a mistake is discovered during the bidding process of more than thirty (30) minutes, rebidding will be required even if it necessitates unpaid time in addition to the two scheduled sessions (not to exceed one additional session).

13.302 The District and ATU agree to have the bidding process in July to accommodate year round schedules. The District and the Union agree to a revised bidding process to be conducted on two, unpaid, evening bidding sessions. Each driver is required to attend one evening bidding session. The District shall maintain a substitute employee call sheet, noting date, time and person called. A copy of this list shall be provided to the Union upon timely request.

13.303 The District agrees to provide copies of runs and hours and the numbers of the equipment to be used provided that their designation of the equipment to be used is a management right and subject to change.

13.304 If an employee is not present at the appointed time to select his/her run and has not indicated his/her preference by proxy bid and/or phone call and cannot be contacted, the Union representative shall bid the run for the employee.

13.305 A unit member shall have two and one-half minutes within which to make his/her route selection.

13.306 Bidding will take place in the transportation facility.

13.307 Union representative(s) will assist the District in conducting the bidding process and shall be paid for all time in performing this service at their regular hourly rate of pay by the District.

13.308 If through error, too many or too few hours are shown on a particular run, that error shall immediately be corrected and routed to Payroll within five days provided that the verification has been completed.

- 13.309 When a regular run is vacated for any reason, FOR FIVE (5) WORKING DAYS, it must be posted for bid on Thursday until Tuesday.
- 13.310 A vacated run with more hours may be bid by any driver any time one becomes available. Any driver may bid a vacated run with fewer hours once during the school year, and bidding beyond this may occur with mutual consent of the Union and the Director of Transportation; then the substitutes may bid according to seniority for the remaining permanent position even though a substitute driver may be on a temporary assignment.
- 13.311 When a piece of work greater than 27.5 minutes becomes available (except as set out in 13.315) any driver may bid on that work if schedule permits.
- 13.312 When it is known that a run will be temporarily vacated for a period of five (5) working days or more, the run will be posted for substitute drivers to bid on according to seniority. The District will agree to allow a substitute driver on a temporary assignment to bid for another temporary assignment for a position of greater, lesser, or equal hours three times a year. In the event the substitute driver vacates the accepted run for five (5) working days, the run will be re-posted and bid by the remaining substitute drivers. In the event that a substitute driver on a temporary run is called to duty in conformance with Article 21.15 of this agreement, the following shall take effect: The temporary run that he/she vacates for military leave shall be held back from bidding. When he/she returns from duty, he/she shall assume that run, unless the regular operator has returned. This section shall be in compliance with both State and Federal law concerning military leave and the return from military leave.

13.313 Extra Board Bus Driver Guidelines

Extra Board Drivers must be qualified on all the equipment, (with the exception of standard shift buses,) routes, have a satisfactory evaluation, and have completed CBI training. (For the purposes of qualifying for the Extra Board, "unsatisfactory" means more than one factor in which the employee needs improvement; it means a rating of overall unsatisfactory which requires a showing on the part of the District that the employee's performance is impaired to the degree that he or she would not be effective.)

The District agrees that of the ten Extra Board positions four will be eight-hour positions.

1. Nine (9) of the ten (10) positions will be bid through the regular bidding process, and all drivers pursuant to Section 13.312 are eligible to bid by seniority.
2. The positions will be numbered one through ten.
3. Number 1 Extra Board will have eight (8) hours.
4. Number 2 Extra Board will have eight (8) hours.
5. Number 3 Extra Board will have eight (8) hours.
6. Number 4 Extra Board will have eight (8) hours reserved for the Dispatch position, pursuant to district hiring practices.

7. Number 5 through 10 will have six (6) hours.
8. If a temporary or permanent vacancy on Extra Board occurs, the position will be filled through the regular bidding process.
9. These positions will be eligible for the field trip roster for the purpose of driving weekend and holiday trips only.
10. Wages will be paid according to the provisions in Article 23.
11. Work assignments shall not exceed ten (10) hours within a twelve (12) hour period of time (not safety related)
12. Vacation, sick leave, holidays, and retirement will be accrued or paid according to actual hours worked in a pay period (not to exceed 8 hours in any day or 40 hours in any week and overtime will be paid for hours in excess of 8 hours in a day and 40 hours in a week).
13. Nine (9) of the Extra Board Bus Drivers will be assigned work, before any substitutes, by 6 p.m. the previous day (when possible). The tenth (10) will be unassigned and automatically report by 5:30 a.m. the following day. Positions one, two, three, and four will never be unassigned. Positions five through ten will rotate by seniority, position five getting the most hours one day, becoming unassigned the next when position six gets the most hours and so on. The daily assignment log will be posted for Extra Board drivers by 6:00 p.m. the previous day.
14. If on any day there is more than one Extra Board Bus Driver unassigned, because of lack of work, then he/she will become an unassigned Extra Board Bus Driver with an established report time for the following day. The first available piece of work will be assigned to the first unassigned Extra Board Bus Driver then the next, etc.
15. District agrees to consult on the assignment patterns for Extra Board with the Union.
16. Between the ending and beginning of traditional school year, all Extra Board positions rotate.

13.314 Additional Bidding Guidelines, Bus Drivers

1. The District will add to the bidding guidelines that the start date of a permanent route chosen by a substitute will control the start date for seniority placement.
2. Employees who cannot attend the appropriate bid night must be on an approved leave and bid by proxy through an ATU representative.

3. Employees who want to attend the bid night and are off work due to Industrial Accident or other medical reasons must have a doctor's written approval to attend the bid prior to bidding. A written doctor's approval is also required when the employee is off for Industrial Accident or other medical reasons and wishes to attend any inservice.
4. An employee eligible to attend the bidding session and does not attend may be disciplined for not attending.

#### 13.315 Changes of Time, Bus Drivers

Drivers are expected to report changes of time to the supervisor/dispatcher. Time included within the original bid will not be deducted. Drivers may not have a piece of work greater than time owed added to their schedule without bidding.

#### 13.4 EXTRA RUNS, FIELD TRIPS, CBI'S & FIELD TRIP UTILITY POSITIONS

This program was initiated in 2000-2001 school year designed to alleviate the pressure on home to school and school to home transportation services and recapture field trip work from the charter operators. It involves Field Trip/Utility Drivers (FT/UD) and the implementation of Community Based Instructional (CBI) routes and trips. This process is designed to provide the school sites with the consistency of tripping services and permit District drivers to provide that service.

The District agrees to increase the driving staff to five (5) Field Trip/Utility Drivers assigned to year round calendars. Qualifications would be as stated in Article 13.402 except to lower the experience requirement to two years and require no more than ten or fewer days of absence. A driver must qualify every five years as mountain and city eligible. FTUDs would perform trips as part of their daily assignment, Monday through Friday. If no trips were scheduled, these drivers would be assigned route coverage work. The daily report-to-work hours could vary based upon trip assignments. The "turn-down" process does not apply to these positions.

A CBI route driver would cover trips that generate from the schools that a CBI driver services and/or schools within the geographic/regional area.

CBI routes will be designated on the annual bid package. The previous year data on each Region trip history (number of trips taken during school hours) will be available for driver review. CBI trips would be defined as trips within the school day window (8:30 a.m. to 1:45 p.m.).

CBI trips would service the local area only. "Local" defined as within 50 miles round trip.

CBI drivers that perform a CBI trip shall not be allowed a field trip on the same day, unless no other field trip driver is available and the CBI driver is on the field trip list.

CBI therapy runs will be designated as CBIT runs and treated as other CBI runs. CBIT runs will take priority. If the CBIT run is not available, other CBI work may be assigned.

The Request for Time Off (RTO) process (Article 13.5) would be applied and "turn downs" are not applicable to CBI's.

Vacations, sick leave, holidays, and retirement will be accrued or paid according to actual CBI and/or Delegated Trainer hours worked in a pay period (not to exceed 8 hours in any day or 40 hours in any week. Overtime will be paid for hours in excess of 8 hours in any day and 40 hours in a week.)

13.401 A field trip is a piece of work greater than 50 miles; that departs prior to 8:30 a.m. or after 1:45 p.m.—Monday through Friday and generates 1 hour or more paid time. Weekend and holiday trips have no time restriction.

13.402 Only twenty (20) regular drivers who are qualified on all the equipment, maintain a satisfactory evaluation and have worked two (2) years of service with the District in either a regular or substitute capacity, shall be allowed to do field trips. Any driver excluded from driving field trips on the basis of either an unsatisfactory evaluation or a specific incident may have the reasons for the exclusion reviewed by the Union and the District in a consultation process.

A disqualified driver will be placed on an unscheduled evaluation process for 60 - 90 days. At the conclusion of the unscheduled evaluation process, a satisfactory unscheduled evaluation will render the driver eligible to return to the field trip roster pursuant to Section 13.405.

Field trips to points other than local area, (i.e. mountain driving/San Francisco) shall be assigned only to drivers who have been qualified by training. The District can exclude any driver as to qualifications. Qualifications shall mean, but not limited to, the following: performance, attendance, promptness, ability, competency, fitness and other skills which are necessary for a driver to fulfill the requirements for which they are employed.

Mountain Training will be offered by seniority to all interested field trip drivers. City training will be offered to at least 50% of interested field trip drivers. When four (4) or more drop off, replacements will be trained up until March 1.

13.403 Emergency assignments shall be made by seniority order when there is two (2) hours or more before the departure time of the trip. If there is less than two (2) hours before the trip departs, assignment will be made at the discretion of the Director of Transportation or his/her designee. The Director of Transportation may assign a less senior driver five times during a year in the above emergency situations. After the fifth occurrence, assignment will revert to seniority only.

Emergency assignments are field trips which have been rejected by drivers up to two (2) hours before trip departure, up to two (2) hours before the close of the business day (6:00 p.m.), or last minute requests by schools.

Any field trip on Saturday, Sunday or holiday that is rejected up to two (2) hours before the close of business (6:00 p.m.) of the last working day before the field trip shall be considered an emergency assignment.

13.404 When a driver accommodates the District by accepting an emergency trip, that trip will not be counted against the driver, nor will the rejection of the trip. The emergency trip shall be clearly identified an "Emergency Trip".

- 13.405 Drivers must indicate a desire to drive field trips during the annual bid process, if qualified or will become qualified within the next 12 months.
- 13.406 Field trips must be assigned to all field trip drivers on a rotation basis determined by seniority and availability. "Availability" means:
- a.) not assigned to drive on a regular or other run;
  - b.) qualified for the piece of equipment scheduled to be used on the run;
  - c.) currently possessing proper certification for the piece of equipment for the run; and
  - d.) available for contact by the dispatcher or other who assigns the run.
- 13.407 If a driver is absent when field trips are issued and there is not a return date known, that driver will be charged with a "Not Available".
- 13.408 On Saturdays, Sundays or holidays, when trips are canceled without notice, the driver shall be given two (2) hours show-up time at the applicable rate of pay. Such canceled trips shall not be counted as a trip. On Saturdays, Sundays or holidays, trips that are split with both drop-off and pickup assigned to the same driver, will result in a minimum of six (6) hours pay at the applicable rate of pay. Trips that include only a one-way situation will result in three (3) hours pay at the applicable rate of pay.
- 13.409 If a driver rejects for any reason a field trip, the trip must be credited to that driver with the rejection clearly identified. If a driver rejects five (5) field trips for any reason, the driver will be removed from the field trip rotation board for the remainder of the school year.

No driver shall be charged with a turn down if the trip is offered on the same day.

Turn downs associated with licensing will not be counted; i.e., drivers who have signed up for classes associated with the required licensing or mandatory driving or written licensing sessions with the CHP will be listed as not available on the Field Trip list. Drivers who have not notified Transportation in advance by means of the RTO process will be given turn downs.

Field trip drivers will be authorized three RTOs, FOR NONSCHEDULED WORK DAYS/HOURS which will not count as turndowns, provided that the driver complies with the current contractual process for submitting RTO.

- 13.410 Prior to Winter and Summer breaks there will be a sign-up for drivers desiring to do field trips. Unless so noted on the pre-holiday sign-up, drivers will be available for trips throughout the entire holiday period. Drivers will not be charged with a trip on the regular field trip rotation roster.

Definition of when holiday begins and ends is 6 PM of the last workday until 6 AM of the next traditional workday.

Any rejection on the holiday field trip rotation roster will be charged to holiday field trip rotation roster only. Any trip charged will be charged to holiday field trip roster only.

- 13.411 All field trip paperwork, meal receipts and time sheets shall be submitted immediately upon the completion of the run to the Director of Transportation or his/her designee. Those hours

submitted to the Director of Transportation or his/her designee on or before the 20th of the month will be reflected on the supplementary payroll in the following month.

13.412 Should it be determined by the Union and the Director of Transportation that due to an incorrect application of the procedures for assignment of field trips and extra runs a driver was not assigned a trip he/she was entitled to, the District shall be liable for payment to the driver for the difference between the proper assignment and improperly assigned run or trip.

### 13.5 REQUEST FOR TIME OFF PROCESS/PROCEDURE

#### 13.501 Definition for Request for Time Off (RTO)

A "Request for Time Off" (RTO) is a time specific request for time off during any portion of or all of a day the employee is regularly scheduled to report to work and end work.

#### 13.502 Definition of Time Specific

Requests for Time Off (RTO) must be time specific. This means the employee must indicate on the Request for Time Off form the actual beginning and ending time the employee will not be available during the day.

#### 13.503 Definition for When Requests for Time Offs are Used

Requests for Time Off (RTO) are used for requesting time off from work Monday through Friday only, and exclude any time after the end of the employee normally assigned work day and Saturdays and Sundays.

#### 13.504 Time Frame for Submitting Requests for Time Off

Bus driver and bus attendant RTO's must be submitted to Transportation Dispatch by 6:00 p.m. Thursday for Requests for Time Off for the following Wednesday through Tuesday.

#### 13.505 Time Frame for Approval/Denial of RTO's

- a.) The driver/attendant copy of the RTO, indicating approval or denial of the time off request, will be placed in the employee's message.
- b.) FOR SHOP STAFF: RTO's must be approved or denied within 24 hours of submission.
- c.) FOR SHOP STAFF: RTO's for vacation can be submitted the day before actual time off.

#### 13.506 Time Frame for Issuing Field Trips

1. All known field trips are assigned to drivers and placed in drivers' message boxes prior to noon Tuesday for field trips scheduled for Wednesday through Tuesday.
2. For any field trip received by the driver after Tuesday noon for the time period of Wednesday through Tuesday, the following will occur:

- a. If the driver has an approved RTO submitted for the scheduled field trip time, the driver will be passed over.
- b. If the driver has no RTO submitted for the scheduled field trip time, the driver must accept the field trip or use a turndown to reject the trip.

13.507 Request for Time Off

The Request for Time Off (RTO) procedures and process were implemented cooperatively by the Amalgamated Transit Union and the Elk Grove Unified School District on June 30, 1992.

13.6 SHIFT SELECTION – SHOP STAFF

13.601 Shifts will be bid by seniority within classification each fiscal year. Any choice of changes of shift times must be voted on by ATU shop staff.

13.602 (A) If the shop manager is off/out of the shop and the lead mechanic is out of the shop for twenty (20) consecutive work days, the next senior mechanic in line will fill the lead position and receive the pay differential for hours worked in that capacity.

(B) Entry Level Mechanics who are in the Apprentice Program will bid their shifts by seniority. Any changes of shift assignment for the Apprentices must be approved by the Apprenticeship committee. Management reserves the right to rotate the Apprentices between designated shifts, within each 12 months while in the program. The Apprenticeship committee (made up of ATU members and management) will regularly review those employees in the program and closely monitor the progress and the ability to receive and perform necessary tasks on specific shifts. A review and determination as to the appropriate shift(s) for assignment of the apprentices will occur prior to July 1 annually.

(B) There shall be a minimum of two persons assigned to each shift. If circumstances require one person to leave during the shift, the remaining employee will limit his/her activities to non-hazardous tasks for the remainder of the shift. No mechanic will be displaced from his or her shift duties when a known vacancy is to be filled by overtime.

13.603 When a mechanic is required to stand-by on his/her regular scheduled day off, he/she shall receive a minimum of two (2) hours' pay under the overtime provisions on this contract.

13.604 There shall be the following shifts:

- 1<sup>st</sup> Shift            5:00 am to 1:30 pm
- 2<sup>nd</sup> Shift            1:30 pm to 10:00 pm
- 3<sup>rd</sup> Shift            The District agrees for the duration of this agreement to not assign any employee to the 3<sup>rd</sup> shift (graveyard.)

13.605 The District will allow a clean up period of twenty minutes at the conclusion of the workday to include the unit member's tools and work area.

### 13.606 Tool Agreement

1. The District shall provide a complete set of tools and toolbox for each Entry/Apprentice Mechanic, Journey Mechanic I and Journey Mechanic II & Lead Mechanic II.
  - a. The contents of the initial set of tools will be determined by the District and the union.
  - b. Additions to the tool set will be determined by the District. The criteria for additions to the toolbox inventory will be: financial feasibility, frequency of use, capacity of the toolbox.
2. The District will provide all other required tools to maintain the District's vehicle fleet.
  - a. The District will determine which tools are required.
  - b. These tools will be in a locked toolbox in the shop or in the tool room.
3. The District will replace or repair the tools and boxes if broken or worn from use. (If damage was caused by abuse, the person who is responsible will replace or repair that item). The determination of abuse will be made by the District and a union representative.
4. The District will assign toolboxes and contents as determined by seniority in classification.
5. The District will provide a set of keys for the toolboxes to the assigned person. The person is responsible for those keys and will be charged for replacements, which are due to loss. The District will maintain a set of keys to each box. These keys will be kept in a secure location.
6. When each person is assigned to a toolbox and contents, they shall sign an inventory list for that box and contents. The person from that point is responsible for that box and contents. Tools that are found to be missing from the signed inventory list shall be replaced by the person who has been assigned to that box and contents. The replacement tool shall be the same kind (make, model, number, etc.) as the lost item. The replacement of the lost tool shall occur within 30 days. Failure to comply with these terms will result in progressive disciplinary action. The person assigned to each box is responsible to keep track of the inventory of that box and report any missing tools to their supervisor.

### 13.7 VEHICLE MAINTENANCE SHOP

In July 2002, the Vehicle Maintenance Shop did move to a 24-hour schedule. There will be basically three (3) shifts, with the second and third shift to incorporate an 8% and 12% shift differential in pay. In May 2005 the District agrees for the duration of this agreement to not assign any employee to the 3<sup>rd</sup> shift.

#### 13.8 GUIDELINES FOR CO-CURRICULAR TRIPS

For guidelines for co-curricular trips, refer to Driver's Handbook.

#### 13.9 GUIDELINES FOR BUS DRIVER/TRAINER SELECTION

13.901 For future openings of the Driver Trainer position, the following process will apply:

- The position will be posted for primary consideration for current Bus Drivers who wish to apply and secondary consideration for outside applicants.
- If through the application screening and interview process no current Bus Driver applicant is recommended for the position, then outside applicants will be considered but only after primary consideration has been afforded the current Bus Drivers of Elk Grove Unified School District.

## ARTICLE 14

### SELECTION/RETENTION/PROMOTION

#### 14.1 VACANCY ANNOUNCEMENT—CLOSED PROMOTIONAL POSITION

14.101 The following positions will be closed promotional:

Journey Mechanic II  
Lead Journey Mechanic II

14.102 To receive interview consideration for the closed promotional position, unit members must:

- be currently working in the classification directly below the closed promotional position,
- have successfully completed probationary status in their current position, and
- have a current satisfactory performance evaluation.

14.103 If after the closing date of a posted closed promotional position less than two (2) unit members within the entry-level classification apply, other inside and outside applicants will also receive interview consideration in order to ensure that there is an adequate applicant pool.

14.104 Promotion to positions within the bargaining unit will be implemented by placement on the same experience step (including training class increments.)

#### 14.2 APPOINTMENT STANDARDS

Applicants for appointment to the classified staff shall fulfill the requirements and meet the standards as defined in the job description approved by the Governing Board. In addition, they shall submit to fingerprinting prior to employment pursuant to Board Policy 4112.5, 4212.5 and Administrative Regulation 4212.5(a).

#### 14.3 QUALIFICATIONS

14.301 Education and Experience: All persons employed to fill any regular full- time or part-time position should possess substantially the desirable qualifications of education and experience described in the official class specifications provided.

14.302 However, the Board may authorize the appointment of persons having less than the appropriate qualifications if fully qualified persons cannot be recruited.

#### 14.4 ASSIGNMENT

14.401 The Union agrees that any employee accepting a promotion, transfer or appointment to a position not covered by the terms and provisions of this Agreement forfeits all rights to representation by the Union. Whether or not such employee subsequently returns to his/her previous classification is a matter of determination between the affected employee and the District, and the Union has no jurisdiction in such cases. Employees returning to their previous classification in accordance with the terms of the Agreement shall be placed in their proper position on the Seniority List. Employees who are temporarily or permanently appointed to a position or classification not covered by the jurisdiction of the Union and who return to work in their previous classification prior to the elapse of fourteen (14) months shall suffer no loss of seniority. The privilege of returning to work without loss of prior classification seniority, as provided above, shall apply only once to any employee. At the time any employee is appointed or transferred from, or transferred back to the bargaining unit, the District shall provide the Union with written notice of same, showing the name of the employee and the effective date of such appointment or transfer.

14.402 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five working days within a 15-calendar-day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

#### 14.5 REHIRE

14.501 Classified personnel laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new candidates.

14.502 A person reemployed during this period is entitled to sick leave and/or industrial accident and illness leave which was accumulated prior to his/her lay-off.

## ARTICLE 15

### CLASSIFICATION

#### 15.1 EMPLOYMENT—CLASSIFICATION PLAN

15.101 It is the policy of the Board that all positions of employment in the District (other than temporary or occasional) not requiring certification shall be known as classified positions and that all employees filling these positions be known as classified employees.

15.102 A position classification plan shall be created, maintained, and kept current as a system for the classifications and descriptions of the kinds of work performed by the classified employees, and for the grouping of similar positions together under common job titles.

15.103 The classification plan is to be considered a basic working tool of administration, but the plan is not to be regarded as a limitation upon the Board or the District Superintendent in regard to assignment of duties or responsibilities.

15.104 In the case of a non-administrative classified employee who has regular or permanent status but who is promoted to a higher classification, there is a six-month probationary period in the new classification.

#### 15.2 PROPORTIONAL CREDIT

For the purpose of prorating service for District benefits, probationary time, eligibility for step increment, and salary, 173.33 hours of employment shall equal one month of full-time service.

#### 15.3 SHORT-TERM POSITION

A "short-term position" is any regular position with a term of employment extending over a period of nine, ten, or eleven months, the annual term of which generally will end on June 30th.

15.4 The District agrees that bus drivers will be classified as ten or twelve month employees and shall be entitled to benefits applicable to the classification. The twelve month employees will be those regularly assigned year round service.

Substitute employees and temporary employees - A substitute employee is an employee who works less than eighty hours per month.

## ARTICLE 16

### HOURS

#### 16.1 HOURS

16.101 The regular time work week for classified employees shall not exceed forty (40) hours. The regular time work day shall not exceed eight (8) hours.

16.102 Additional time required to complete a run, if verified, shall become a permanent part of said run and shall be retroactive for all purposes from the date of change. At the end of 30 days after the start of school, the Director of Transportation or designee will review the routes and, if verified, send necessary payroll changes to the Payroll Department.

16.103 When a bus driver must change schedules or maps or appear before teachers, parents, or students for student conferences, after or during a split in their shift, he/she will be paid the necessary time. This time shall be submitted on a time sheet and approved by the supervisor.

16.104 The total number of workdays for bus drivers shall be consistent with the total number of work days for teachers. On all days scheduled as non-driving days, employees will be paid actual time involved.

#### 16.2 LAYOVER TIME

Layover time between bus runs or any time transporting students (except field trips) which is less than one hour shall be paid for at the regular hourly rate of pay. During layover time, bus drivers will be available to their immediate supervisor.

#### 16.3 CHECK-OUT TIME—BUS DRIVERS

16.301 Check-out time for bus drivers shall be 20 minutes for all dual air brake buses and fifteen minutes for all other brake system buses. Clean up time for bus drivers shall be fifteen minutes.

## ARTICLE 17

### TRANSFER

#### 17.1 AUTHORITY TO TRANSFER

17.101 It shall be the policy of the Board to, if possible, honor an employee's request for transfer of his/her job assignment provided that by so doing, the operations of the District are not made less effective or efficient.

17.102 The Board emphasizes that the Board's decision in acceding to or denying the request for transfer shall be final and made solely by the Board upon the recommendation of the administration.

17.103 Transfers of employees to other assignments which may or may not be promotions may be done by the Board if by so doing in the opinion of the Board and of the administration, the operations of the District can be improved.

#### 17.2 GENERAL TRANSFER PROVISIONS

17.201 A classified employee being transferred to another position in the same salary schedule classification with the same pay range shall remain on the same salary step.

17.202 Transfer of an employee to another and lower assignment may be done by the Board upon the recommendation of the administration should it be determined that the employee is not qualified in the higher position.

17.203 Such transfer, as would be true of any transfers, shall be made within the terms of whatever contractual agreement exists between the Board and the employee or by mutual consent of the Board and the employee.

17.204 A classified employee being transferred to a lower classification for a temporary period shall not suffer any loss of salary.

17.205 A classified employee being transferred to a higher classification for a period of five out of fifteen days shall receive an appropriately higher rate of pay for the time served.

17.206 An employee being permanently transferred to another classification, either lower or higher, will remain on the same step, but will receive the salary called for by the classification to which the employee is transferred.

17.207 When an existing classification, or a job within an existing classification, is reclassified, any employee eligible for transfer to the newly established classification shall occupy the same step on the new classification as he/she occupied on the original classification.

- 17.208 In the event that a position is abolished and there are no positions to which the employee may be transferred, he/she shall have his/her name placed in line of appointment to the first opening for which he/she is judged to be qualified.
- 17.209 In the event that a position is reclassified to a lower classification, the incumbent employee may accept the lower classification with lower pay and have his/her name placed in line for appointment to the first position for which he/she is qualified in an equal or higher classification than that in which he/she originally served.

## ARTICLE 18

### PROBATION/EVALUATION

#### 18.1 PROBATION

18.101 All new employees of the District and present employees promoted to a higher classification must satisfactorily serve the District for the prescribed probationary period of time before attaining the status of a regular or permanent employee.

18.102 The probationary period for bus drivers shall be 180 workdays or nine (9) months, whichever occurs first. The probationary period for all other unit members shall be a period of six (6) months. Time spent on leave of absence shall not apply toward completion of the probationary period. Probationary employees may be dismissed at the discretion of the Governing Board.

The first day of probationary service will begin when a substitute employee bids and receives a run. However, if an employee has served ninety (90) days or more as a substitute, then when the employee bids and receives a regular run, he or she will serve a probationary period which when added to the time served as a substitute will total one hundred-eighty (180) days. If the employee serves less than ninety (90) days as a substitute prior to bidding and receiving a regular run, then the employee will serve a complete one hundred eighty day (180) period as a probationary prior to becoming permanent.

18.103 At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.

18.104 If, however, a person serves as a temporary employee and then becomes a regular employee in the same classification, his/her service in temporary status shall count toward completion of the probationary period provided there has been no substantial break in service. In these cases, vacation and sick leave accrued from the date of initial temporary employment shall be computed according to the percentage of time actually worked and credited to the employee.

18.105 During the probationary period, a new employee may be dismissed at the discretion of the Superintendent and a presently employed employee promoted to a higher classification may be returned to his/her former classification at the discretion of the Superintendent.

18.106 Employees returning to District employment after a complete break in service of six months or more shall again serve the prescribed probationary period before attaining regular or permanent status.

18.107 The above paragraph notwithstanding, however, the Board may, at its discretion, offer permanent status to the returning employee regardless of the length of the service break.

## 18.2 EVALUATION

18.201 Each classified employee and the manner in which he/she discharges his/her assigned duties shall be evaluated annually by his/her immediate supervisor. Such evaluation report shall be forwarded to the Director for Classified Personnel accompanied by any recommendation of the supervisor who made the evaluation.

18.202 Probationary employees shall be evaluated by the immediate supervisor on or before the 90th day of employment, and a final evaluation on or before the 170th day of employment. Final evaluation will contain a recommendation regarding permanent status.

Permanent employees will be evaluated by the immediate supervisor a minimum of once a year.

An evaluation of any classified employee shall be made at any time if his/her job performance of assigned duties, attitudes, or conduct on or off the job are considered to warrant such.

18.203 A copy of the evaluation shall be given to the employee and discussed with him/her, and acknowledged by the employee by signature. A copy shall be retained by the supervisor and the employee, and one copy forwarded to the Human Resources Department. In the event the employee disagrees with the evaluation, he/she may within fifteen (15) working days submit a written statement to be attached to the evaluation.

18.204 Any recommendation to deny permanent status to a probationary employee will be noted on the evaluation form and routed to the Director for Classified Personnel.

18.205 Deficiencies noted on the evaluation form must be based upon certifiable instances and the employee must have received timely notice of the problem.

18.206 The Board recognizes the right and privilege of an employee to evaluate his/her position and working conditions and to make requests, criticisms, suggestions or complaints provided such are made through the proper channels.

## ARTICLE 19

### UNIFORMS

#### 19.1 UNIFORMS, PROTECTIVE CLOTHING & PROTECTIVE DEVICES—UNION

19.101 The District shall provide the number of uniforms negotiated for employees in the transportation unit and pay all costs. The standard allowance will be established each year for two pants, one jacket, three blouses, or the equivalent to be spent on other items.

19.102 When a sub-employee becomes temporary, the employee will become eligible for a partial uniform allowance. When an employee receives a regular route or completes probation, the remaining balance of uniform allowance is authorized.

19.103 Uniforms provided remain the property of the District and the current year's allotment of uniforms is to be returned in the event a driver leaves the District's employ. If not returned by the last day worked, the District may deduct the dollar amount equal to the current year's allotment from the employee's final pay warrant.

19.104 Any exceptions to Article 19.2 must be approved in writing and in advance of purchase by the Director of Transportation.

19.105 While on duty, a driver will wear the prescribed uniform and be neat in appearance. The provisions of Article 20 may be followed should any employee be out of compliance with this uniform policy.

19.106 Uniform specifications, color, material, styling, etc., are governed by the Elk Grove Unified School District. Uniforms not complying with the following regulations are not to be worn.

#### 19.2 DISTRICT-PROVIDED UNIFORMS AND APPROVED OPTIONAL WEAR

##### **REQUIRED ITEMS:**

Short or long sleeve, blue or khaki shirt  
Mesh knit shirt, blue or khaki  
Women's half-elastic pant, navy  
Men's /women's standard waist pant, navy  
Men's / women's flex waist pant, navy  
Light weight jacket, navy  
Heavy weight jacket, navy

##### **OPTIONAL ITEMS:**

Women's tailored short, navy - requires crew socks, white *\*(7 inch inseam)*  
Men's standard waist or flex waist short, navy - requires crew socks, white *\*(7 inch inseam)*  
Rainwear set, yellow  
Men's/women's mock turtleneck, navy

Tee shirt, vendor only, navy  
Crew socks, white  
Baseball cap/visor, navy & khaki  
All appropriate items to be embroidered by vendor

**SHOES (Men and Women)**

Shoes must be securely fastened and enclosed at the toe and heel. No house slippers, wedged soles or heels over 2 inches will be worn. The color of footwear should follow uniform basics.

**ACCESSORIES**

Accessories are to be worn in good taste, with a professional appearance. Color to follow the uniform basics.

19.3 UNIFORMS, SHOP STAFF

19.301 The District will furnish steel toe safety shoes for shop personnel. Consultation on replacement of shoes will occur between the appropriate manager and the mechanics.

19.302 a.) The District will provide five sets of coveralls per week per employee which will be cleaned and maintained by the District.

b.) Inventory Control Assistants will be provided 3 uniform shirts, which will be cleaned and maintained by the employee.

19.303 When a sub-employee becomes temporary, the employee will become eligible for a full uniform allowance.

19.304 District agrees to furnish a.) jacket, and b.) rain gear for shop personnel.

19.305 The District will provide lockers for shop personnel, clean up facilities, and break area.

## ARTICLE 20

### SUSPENSION/DEMOTION/DISMISSAL/TERMINATION

#### 20.1 SUSPENSION/DEMOTION/DISMISSAL

Whenever an employee is required to appear before the Superintendent, Governing Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of an employee organization present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay unless otherwise provided by law.

20.101 Under Article 20 no classified employee shall be suspended, demoted, or dismissed except for reasonable cause designated by these rules as detrimental to the efficiency of the service or the welfare of the District. (The causes for suspension, demotion, or dismissal are in Appendix A.)

20.102 Nothing in this Article shall be construed as preventing layoffs for lack of work or lack of funds.

20.103 It shall be the policy of the Board with respect to its employing relationships with members of the classified staff to follow the provisions of Education Code Section 45113 which allow classified employees to be designated as permanent employees of the District.

20.104 The Board shall adopt and print a set of rules and regulations, copies of which shall be provided all members of the classified staff and district personnel involved in the administration of Education Code Section 45113. Copies of the rules and regulations shall also be made available to the public.

20.105 The agreement of employment between the school district and its classified employees shall be according to the statements of classified employment policy and other policy statements pertinent to the area of employment agreement.

20.106 The implementation of the employing agreement shall be according to applicable policy statements, officially adopted and published rules and regulations, the officially adopted and published job classification plan, and the officially adopted and published classified employee's salary schedule.

20.107 Employees shall not be disciplined for refusing to work under hazardous, dangerous, or unhealthful conditions not normally associated with their occupation provided the employee immediately notifies district management of the condition.

20.2 SEPARATION

20.201 It is the policy of the Board that a notice in writing of non-continuance of his/her employment with the District must be given the employee concerned at least three calendar weeks prior to the date of separation.

20.202 A classified employee desiring that his/her employment be not continued shall so notify the District in writing at least two weeks prior to desired date of separation.

## ARTICLE 21

### LEAVES

#### 21.1 GENERAL LEAVE POLICIES

- a. Except as otherwise provided in this Agreement, all leaves require prior District approval.
- b. If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave. Such evidence shall be required within a reasonable time. Leave abuse shall be grounds for appropriate disciplinary action.
- c. Eligible employees on paid leave shall continue to receive the benefits provided in Article 25, Health Benefits.
- d. Eligible employees on unpaid leave shall be entitled to continue their Health and Welfare Benefit coverage at their own expense.
- e. When feasible, at least twenty-four (24) hours' notice shall be given of leave to be taken. For long-term leaves, notice shall be given within one (1) week of knowledge of the occasion for leave.
- f. The District may require a physical examination at District expense by a medical practitioner to confirm fitness to return to work and/or perform assigned duties.
- g. An employee who does not return at expiration of leaves may, after five working days following the expiration of the leave, be deemed a voluntary resignation and his/her employment may be terminated by the District.
- h. Immediate family referred to throughout Article 21 shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step mother, step father, step children, foster parents, or any relative living in the immediate household of the employee.

#### 21.2 SICK LEAVE

21.201 Every unit member employed five (5) days a week shall be granted twelve (12) days leave of absence with full pay each year for illness or injury exclusive of all days he/she is not required to render service to the District. Such sick leave shall be prorated for unit members employed less than five (5) days a week or less than a full year.

21.202 A new employee shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled under this Article until the first day of the calendar month after completion of six (6) months of active service with the District.

- 21.203 If a unit member does not take the full amount of leave allowed in any one year, then the amount not taken shall be accumulated from year to year.
- 21.204 Summer school bus drivers shall be granted one (1) day of sick leave per month.
- 21.205 The Superintendent or designee shall be authorized and directed to establish such regulations and establish such records as are necessary to enact this resolution.
- 21.206 As required by AB 109, the District agrees that a unit member may use up to half of the sick days earned annually for the illness of a spouse, child, or parent. Upon return from such leave, the employee shall report the relationship requiring the absence so that the District may accumulate the total for mandated costs.

### 21.3 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Industrial accident leave shall not be available to probationary employees and until and unless it is determined the injury is work related through workers compensation if contested.

- 21.301 Permanent employees shall be entitled to industrial accident and illness leave of absence with pay as authorized by Education Code Section 45192 as follows:
- a. To sixty (60) days in any one (1) year for the same accident.
  - b. Leave authorized by this rule shall not be accumulated from year to year.
  - c. Leave authorized by this rule shall commence on the first day of absence.
  - d. Payment for wages lost on any days shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day.
  - e. The leave authorized by this rule shall be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under workers' compensation.
  - f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal 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.
  - g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the workers' compensation award, to provide for a full day's wage.
  - h. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory time off or other available leave

provided by law or the action of the Board of Education, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

- i. When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of his position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the classification of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. If the unit member is ordered to report to duty and refuses or fails to do so, he/she will be dismissed from District service.
- j. Any unit member receiving benefits as a result of this action shall, during periods of injury or illness, remain in the State of California unless the Superintendent or designee authorizes travel outside the state.

#### 21.4 IMMINENCE OF DEATH

21.401 All unit members shall be granted three (3) days paid leave of absence for imminent death of any member of his/her immediate family.

21.402 Imminent death shall be determined by the physician. The unit member may be required to verify the physician's opinion.

21.403 Such leave shall not be deducted from accumulated sick leave.

#### 21.5 BEREAVEMENT

21.501 All unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required.

21.502 Such leave shall not be deducted from accumulated sick leave.

21.6 OCCUPATIONAL PURPOSES

21.601 Leave may be granted to unit members without loss of pay at the discretion of the Board and upon the recommendation of the Superintendent for attendance at workshops.

21.7 JURY AND LEGAL LEAVE

21.701 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.

21.702 If a unit member is subpoenaed as a witness in court, or before some other tribunal authorized to issue subpoenas and is not a litigant, or appears as a witness for the Governing Board without a subpoena, no salary deductions will be made for such absence. A subpoena, or letter from the attorney representing the Board stating that the unit member was called as a witness for the Board, must be filed with the Human Resources Department.

21.703 However, any employee called to make a court appearance as a litigant or because he/she is involved due to his/her own connivance and misdoings, shall receive no salary during the time of his/her absence.

21.704 Any amount received by a unit member for services on a jury, or as a subpoenaed witness during time that leave is taken shall be paid to the District, except that a unit member may retain any fees paid as an allowance for travel or subsistence.

21.705 SHOP STAFF who serve on Jury Duty for a full day need not report to work on that day.

21.8 RELIGIOUS OBSERVANCE

21.801 Members of religious faiths whose religious holidays are not State recognized holidays will be granted leaves from duties on their major religious holidays sufficient to attend the services in their place of worship without loss of pay.

21.802 Such absences shall not exceed two full days in any fiscal year.

21.9 EMERGENCY/PERSONAL LEAVE

21.901 Unit members may be granted an emergency leave of absence with pay for not more than three (3) days upon the recommendation of the Superintendent or designee and approval of the Board of Education.

21.902 Personal emergency leave shall not be used for such reasons as: extension of a personal vacation or social event; a convention related to the employee's avocation.

## 21.10 PERSONAL NECESSITY LEAVE

21.1001 During any school year, unit members may use not more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:

- a. Death or serious illness of a member of his/her immediate family (defined as an illness that may be terminal).
- b. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her workday.
- c. Appearance in court as a litigant under official order (attach copy of official order-subpoena).
- d. The birth or adoption of his/her child.

21.1002 One (1), two (2), or three (3) of the seven (7) personal necessity days above may be used under the following qualifying conditions for the reasons defined below.

### Qualifying Conditions:

- a. One (1) to twenty-nine (29) days accumulated sick leave = one (1) day personal necessity.
- b. Thirty (30) to fifty-nine (59) days accumulated sick leave = two (2) days personal necessity.
- c. Sixty (60) or more days accumulated sick leave = three (3) days personal necessity.

### Reasons:

- a. Death involving close friends or relatives other than immediate family.
- b. Accident involving relatives other than members of the immediate family.
- c. Illness involving relatives other than members of the immediate family.
- d. Attendance at religious observances, weddings, or observances honoring a unit member or member of the unit member's immediate family.
- e. Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday.
- f. Unexpected personal or family situations which require immediate attention.

## 21.11 LONG-TERM LEAVES

- 21.1101 A unit member may be granted a leave of absence, with or without pay, by the Board of Education upon recommendation of the Superintendent or designee for a period not to exceed one (1) year when such action is not contrary to the best interests of the District.
- 21.1102 Such leaves of absence may be extended or renewed for a period not to exceed one (1) year. The beginning date of a leave of absence shall be the first working day on which the unit member does not actually work, or is not being paid sick leave.
- 21.1103 Reinstatement After Long-Term Leave. Upon returning from a leave of absence, the unit member shall be reinstated to his/her original position if arrangements have been made and stipulated in writing at the time of leave. Otherwise, a person returning from leave of absence shall be eligible for reassignment, and may interview for any or all appropriate openings for a period of one year after the ending date of the leave of absence.

## 21.12 MATERNITY LEAVE

- 21.1201 The leave provided by this section is an unpaid leave taken when the unit member is not disabled by her pregnancy or when she does not have any leave balances.
- 21.1202 A unit member may continue to work as long as her condition will permit, or she may request a leave before the expected day of birth. Either option shall be based on recommendation of her physician. The Superintendent or designee may require such a physician's recommendation from the unit member.
- 21.1203 Requests for such leave, or additional leave, shall be filed with the Human Resources Department at least three (3) weeks prior to the beginning date of the requested leave.

## 21.13 PREGNANCY DISABILITY LEAVE

- 21.1301 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use sick leave for the above.
- 21.1302 Request for the above leave shall be submitted to the Human Resources Department at least three (3) weeks prior to the anticipated date on which the leave is to commence.

## 21.14 CHILD CARE LEAVE

- 21.1401 A unit member who is a natural or adoptive parent may be granted an unpaid leave for childcare, which shall not exceed one (1) calendar year. Requests for such leave shall be filed with the Human Resources Department at least three (3) weeks prior to the anticipated date of birth or date of adoption.

## 21.15 MILITARY LEAVE

21.1501 Unit members who are enrolled in any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code Section 395 and Education Code.

21.1502 All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve, or draft deferred status, would thereby be jeopardized, or if there are other extenuating circumstances, the employee should submit a written request to the Superintendent or designee, giving full particulars therein before requesting orders for active duty training. A copy of the employee's military orders shall be provided to the immediate supervisor and the Human Resources Department as soon as possible.

Section 395.01 of the Military and Veterans Code authorizes payment for military leaves for employees who are on "temporary military leave of absence" provided that the ordered duty does not exceed 180 calendar days. This section entitles the unit members to be paid ". . . for the first thirty calendar days of any such absence. Pay for such purposes shall not exceed thirty days in any one fiscal year." To qualify for the thirty days pay, the unit member must have been an employee of the District for not less than one year prior to the day the absence began. Prior military service can be counted as part of the one year.

#### 21.16 HEALTH AND HARDSHIP LEAVE

21.1601 The Board of Education, at its discretion, may grant to a unit member a leave of absence not to exceed one (1) calendar year without pay for health reasons.

21.1602 At the discretion of the Superintendent or designee, unit members may be required to furnish a physician's statement or other acceptable proof to substantiate sick leave need or leave of absence for reasons of health.

#### 21.17 ORGANIZATION LEAVE

21.1701 A unit member's election as an officer or member of the Executive Board of his/her organization or appointment to act on organization business, shall be considered a good and sufficient reason for a leave of absence.

21.1702 Any unit member elected or appointed to a full-time position in the organization shall be given a leave of absence for the duration of his/her term of office, which period may be extended upon official written request.

21.1703 Upon return from such leave of absence, the unit member shall be reinstated without loss of seniority at the current rate of pay or any other benefits entitled to, but not during the period of absence except as stated elsewhere in policies or regulations.

21.1704 Union representatives, not to exceed four (4), will be granted reasonable release time upon timely request for Union related business. Cost of the substitutes will be paid by the Union upon request.

## 21.18 EXTENDED LEAVE OF ABSENCE FOR ILLNESS

21.1801 If a person is absent beyond accumulated sick leave because of illness for a period of five (5) months or less, a leave of absence may be requested at the expiration of accumulated sick leave. The reasons, anticipated date of return, and doctor's confirmation shall be included in the request. Such leave, if granted, protects an employee's employment until the expiration of such leave. Vacation pay, holiday pay, sick leave, or stability benefits are not earned by employees on such leave.

21.1802 If, at the conclusion of this leave of absence, the unit member is still unable to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of 39 months. If, at any time during the prescribed 39 months the unit member is able to assume the duties of the position, the unit member shall be reemployed in the first vacancy in the classification of previous assignment. Reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the unit member shall be ranked according to proper seniority.

## 21.19 FAMILY AND MEDICAL LEAVE

21.1901 **LENGTH OF LEAVE ENTITLEMENT:** An eligible employee is entitled to a total of twelve (12) work weeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The 12-month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the *FMLA* leave shall be counted towards the available twelve (12) work weeks within a 12-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to twelve (12) times the number of hours normally worked weekly.

21.1902 **LENGTH OF EMPLOYMENT ELIGIBILITY:** Any employee who has been employed for at least twelve (12) months AND who has been in a paid status for at least 1,250 hours during the twelve (12)-month period immediately preceding the commencement of the leave is eligible for *Family and Medical Leave*.

21.1903 **ELIGIBLE PURPOSES:** Leaves for any of the following purposes qualify for *Family and Medical Leave*.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption of foster care of a child by an employee;
3. Leave to care for a child, parent or spouse who has a serious health condition; or

4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of child.

If both the husband and wife are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to twelve (12) work weeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice, or residential medical care facility.
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

- A. Two or more visits to a health care provider;

- B. Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
- C. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, and prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- 1. has equivalent pay and benefits; and
- 2. better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for *FMLA* leave.

21.1904 PAID/UNPAID LEAVE: Leave provided by *FMLA* in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.

21.1905 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks *FMLA* leave period under the same terms and conditions as applicable to all other employees. Upon expiration of *FMLA* leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.

21.1906 FAILURE TO RETURN FROM *FMLA* LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to *FMLA* leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's

desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control".

Except as provided above, if an employee fails to return after expiration for eligibility for *FMLA* leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid *FMLA* leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within thirty (30) days, the cost of coverage provided during the period of unpaid *FMLA* leave shall be due and payable.

21.1907 **EMPLOYEE STATUS WHILE ON LEAVE:** *FMLA* leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

21.1908 **MEDICAL CERTIFICATION/RECERTIFICATION:** Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for *FMLA* leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every thirty (30) days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen (15) days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen (15) days, or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

21.1909 **ADVANCE NOTICE REQUIRED:** If the event necessitating the leave becomes known to the employee more than thirty (30) calendar days prior to the need for a leave, the employee

shall provide notice as soon as he/she learns of the need for a leave—at a minimum, thirty (30) days written, advance notice.

If the event necessitating the leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five (5) working days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

21.1910 REINSTATEMENT UPON RETURN FROM LEAVE: Upon return from *FMLA* leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If *FMLA* leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

21.1911 REMEDIES FOR EMPLOYER VIOLATION OF THE ACT: If an employee's rights under the *FMLA* have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two (2) years after the last action which the employee contends was in violation of the Act, or three (3) years if the violation was willful.

## 21.20 HOLIDAYS

21.2001 Fifteen (15) holidays will be designated on the annually negotiated classified calendar. Employees will receive those holidays falling within their work year.

21.2002 Holidays falling within the employee's vacation period do not count as vacation days.

## 21.21 VACATIONS

21.2101 Definitions:

- a. Month - a month shall be a calendar month beginning on the first day of the calendar month and ending on the last day of the month.

- b. Any employee beginning work prior to the 16th day of the month will be considered, for vacation purposes only, to have begun work on the first day of the month.
- c. Any employee starting to work after the 15th day of the month will be considered, for vacation purposes only, to have begun work on the first day of the following month.
- d. Any employee terminating after the 15th day of the month will be considered, for vacation purposes only, to have terminated the last day of the month.
- e. Any employee terminating before the 16th day of the month will be considered for vacation purposes only, to have terminated work on the last day of the preceding month.
- f. Fiscal year shall be the period from July 1 to June 30.

21.2102 All regularly employed classified employees working full or part time shall receive vacation as follows:

- a. For the first year of employment, vacation time will be earned at the rate of one day per month.
- b. Beginning with the second year of employment, vacation time will be earned at the rate of one and one-fourth days per month.
- c. Beginning with the fifth year of employment, vacation time will be earned at the rate of one and one-half days per month.
- d. Beginning with the tenth year of employment, vacation time will be earned at the rate of one and two-thirds days per month.
- e. Beginning with the fifteenth year of employment, vacation time will be earned at the rate of two days per month.

21.2103 Vacation credit will continue to be earned during the time an employee is on paid vacation leave or full-paid sick leave.

21.2104 Vacations must be used during the year following the fiscal year in which it is accumulated unless special permission to carry it forward has been granted by appropriate District administrator.

The request to carry forward must be submitted no later than March 1. Drivers choosing vacation payout would be allowed, by seniority, until budgeted funds are expended. Any vacation time not scheduled by pre-determined date would be assigned by management.

21.2105 Vacations shall be taken at a time approved by the appropriate supervisor.

21.2106 The District shall normally pay vacation accumulated to all affected transportation department employees no later than July 10, following the fiscal year in which it is accumulated.

## 21.22 VACATION SCHEDULING

21.2201 The District and the Union agree to create a committee to work out the specific language which will allow for bidding of vacation slots in the Fall bidding process of 1993. The agreed upon language will incorporate the following concepts:

- a. The annual vacation bidding process is expected to occur within the same week as the annual route bid process. All unit members must declare vacation time off or vacation payout, at this time. Specific dates and times will be assigned. Proxy bids must be submitted for any unit member unavailable to attend this process. Vacation dates or payout will be assigned if unit members fail to complete the process.
- b. “Traditional Calendar Drivers” will be replaced by an “Extended Traditional Calendar” schedule that adds thirty-five (35) workdays on the calendar to be utilized for vacation relief. The additional thirty-five days would consist of the entire month of June, the last week of July, and the first three weeks of August (for the 02-03 calendar). These drivers would be assigned work during this time based on their existing daily hour contract.  
  
All drivers would be encouraged to take their earned vacation. Should some staff choose not to declare all of their vacation time off and elect to declare for vacation payout by a predetermined date, that payout will be available on a seniority basis up to the amount budgeted for the purpose (02-03 approx. \$50,000). When the budgeted dollars are expended, no further payouts will be available. Any driver still having vacation allotments on record must be scheduled. If, by a pre-determined date, the vacation time has not been scheduled or paid, the days will be scheduled by management.
- c. If it is necessary to cancel slots, they will be canceled in reverse seniority order, and only then when no volunteers scheduled for vacation in that time period are willing to reschedule vacation.
- d. The District shall provide notification to those scheduled as soon as it knows of the problem.
- e. Slots not filled by bids will use the RTO process currently in use.
- f. FOR SHOP STAFF: Vacation may be bid one day off at a time.
- g. FOR SHOP VACATION: Two employees may be off per shift.

21.23 Catastrophic Leave

- 21.2301 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/ATU committee will review requests and make recommendations to the Board of Education.
- 21.2302 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 21.23.17.
- 21.2303 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.
- 21.2304 The ATU Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.
- a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
  - b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
  - c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
    1. The employee who is, or whose family member 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. The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
    3. The employee has exhausted all accrued paid leave credits.
  - d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the District, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
    1. The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.
    2. The verification of catastrophic injury or illness required pursuant to paragraph (d) of subdivision 21.23.04.

3. Making all transfers of eligible leave credit irrevocable.
- e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 21.2305 All unit members on active duty with the District are eligible to contribute to the ATU Catastrophic Bank if they have accrued a minimum of ten days sick leave.
- 21.2306 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. The open enrollment period for making a contribution to the ATU Catastrophic Leave Bank is July 1 through October 1.
- 21.2307 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank.
- 21.2308 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 21.2309 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- 21.2310 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 21.2311 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 21.2312 An additional day of contribution will be required of participants if the number of days in Bank falls below 250. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 21.2313 If the number of days in the Bank at the beginning of a school year exceeds 500, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 21.2314 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

- 21.2315 Withdrawals shall become effective immediately upon the exhaustion of sick leave including any eligibility for five month leave or as otherwise determined by past practice.
- 21.2316 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 21.2317 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

## **ARTICLE 22**

### MISCELLANEOUS

#### 22.1 STAFF MEETINGS

Purposeful staff meetings develop group cohesiveness by promoting growth through group communication. Meetings should be held regularly. Through such meetings, the classified staff is given an opportunity to receive and understand administration procedures, to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities.

#### 22.2 GROWTH IN JOB SKILLS

22.201 It is the policy of the Board of Education to aid and encourage in any way possible the growth of employees in knowledge and skills appertaining to their several jobs and to provide opportunities in the form of workshops for such growth.

22.202 Classified employees may be expected to attend a reasonable number of inservice training meetings, workshops, etc. Hours earned will be reflected as inservice credit as negotiated. Such meetings, etc. will be held for the most part during working hours but on occasion it may be necessary to hold such on employee's personal time.

#### 22.3 SAFETY PROGRAM

To ensure safe, efficient pupil transportation, a meaningful, ongoing safety program must be established and followed through. This program may include, but not be limited to:

- a. Each employee shall be trained on any new equipment, prior to being scheduled to operate that equipment, when deemed necessary by the Director of Transportation.
- b. Safety meetings shall be held on a regular basis through the year when deemed necessary by the Director of Transportation. Subjects shall include new laws, accident discussion, prevention, and any other safety topic deemed appropriate by the Director of Transportation.
- c. Employees shall earn regular salary, or inservice time (employee's decision) for this program. Attendance shall be mandatory.

#### 22.4 SERVICE AWARDS FOR EMPLOYEES

22.401 In accordance with Section 44015 of the Education Code of the State of California, the Elk Grove Unified School District intends to reward employees of the District who have made important and significant contributions to the District and to the children of the District.

22.402 The Superintendent is hereby directed to prepare and adopt procedures to carry out and implement this policy. This policy, and the rules adopted by and pursuant thereto, shall apply to those employees who received awards in accordance with this policy, but prior to the adoption of rules by the Superintendent.

22.403 An employee may be recommended by his/her supervisor for an award for significant and important service to the school district. In making such recommendation, the supervisor shall consider the quality, nature and significance of the service performed.

22.404 The Superintendent's staff, meeting as the District's administrative cabinet, will review and approve recommendations for awards by supervisors, and review the choice of awards recommended by the Elk Grove Education Association Committee.

## 22.5 ACCIDENT REVIEW COMMITTEE

The District and the Union agree to create a committee to work out the specific language dealing with driver safety and awards. Changes in the language must be by mutual agreement between the Union and the District.

## 22.6 MAILING LISTS

22.601 If a directory of all personnel is published by the District, it will be made available in limited quantities to the Union.

22.602 If the County Superintendent of Schools publishes a directory which includes Elk Grove Unified School District personnel it will be made available in limited quantity to the Union.

## 22.7 EMPLOYMENT

22.701 The Superintendent of Schools shall establish work schedules, provisions for absences and other conditions of work in keeping with the policies of the Governing Board. Working conditions shall be designed to promote excellent physical and mental health of all employees. (Education Code 45109 and 45110)

22.702 General employment policies regarding vacations, leaves of absence, resignation, reemployment, duties, hours and other matters related to the nature of the position are determined in accordance with state law and collective bargaining processes.

22.703 All rights, privileges, and duties specifically provided in Division 10, Chapter 3, Articles 1 to 4, inclusive, of the Education Code beginning with Section 45100, and applicable provisions of Division 10, Chapter 1, beginning with Section 44000 are hereby granted to and required of such classified employees. Determination of any benefits not specifically granted shall be made by the Governing Board.

## 22.8 HEALTH EXAMINATION

- 22.801 The Board reserves the right to require an extensive physical examination as a condition precedent to employment and, if circumstances justify, such an examination may be required of any employee at any time following date of employment.
- 22.802 The District agrees to allow an employee to use a doctor of his or her choice in an issue of eligibility to work within a specific classification (except for worker's compensation). If the District disagrees with the result of the doctor, the employee must choose a doctor from the agreed upon panel of doctors whose result shall be final. In an instance where possible discipline is involved, the employee must see a doctor of the District's choice.
- 22.803 The cost of a physical examination prior to employment shall be paid by the applicant.
- 22.804 It is the policy of the Board to pay for the cost of a physical examination up to \$50, (unless the District can negotiate and designate one for less or it would be covered by current insurance) subsequent to employment if such examination should be required by the Board.

22.9 CHEST X-RAY OR INTRADERMAL TEST

- 22.901 All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other tests designated as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer.
- 22.902 These examinations will be at District expense if they are not available at cost.

## ARTICLE 23

### WAGES

#### 23.1 SALARY PROGRAM

23.101 It is the purpose of the Elk Grove Unified School District to provide a salary program, which insures all employees' fair and equitable payment within the District's financial ability for work performed. The Superintendent shall annually submit a salary proposal for Board approval and submission for negotiation, which takes into account:

- a. The financial resources available for salary adjustment and other program improvement - "available resources" defined as total projected income less costs of maintaining all existing programs at current levels of service.
- b. The cost of achieving and/or maintaining parity with median total compensation paid in the comparison districts which are the fifteen unified districts closest to Elk Grove in total A.D.A.- the eight larger and seven smaller; and
- c. The cost of adjusting total compensation in terms of the December to December change in National Cost-of-Living Index -total compensation is defined as salary plus District contributions to retirement, medical benefits, unemployment insurance, worker's compensation, and other fringe benefits which may be provided. The distribution of a cost of living adjustment over the components of "total compensation" will be negotiable.

#### 23.2 ANNUAL SALARY PROPOSAL

23.201 Adjustments to the wage schedule will be noted in Appendix C.

The District agrees to continue its current practice in the implementation of lottery distribution.

23.202 Staff Development Day:

The District will increase the salary schedule by 4.1%, effective July 1, 1988, and one (1) unpaid day (averaged at six (6) hours) will be added for all employees in the evening bidding process (one three-hour bidding session and one three-hour inservice session).

#### 23.3 WAGE SCHEDULE

23.301 The structure of the salary schedule shall provide for recognition of increased productivity in terms of both years of experience and advanced training.

- 23.302 The classified salary schedule will provide for five annual wage step increments, each of which will be 7% higher than the prior step except for the 5th step, which will be 4% higher than step 4.

There is a 6th step of 2%. To move to the step, an employee must have been on step 5 for two years.

The stipend for journey mechanic represented in page two of the salary schedule shall be corrected to indicate eight percent (8%). The stipend will be paid on the variable time sheet.

- 23.303 A classified employee whose employment commences on any date between July 1 and December 31, inclusive, of the fiscal year shall receive, if otherwise qualified, a regular salary schedule increment as of the first of July following.

A classified employee whose employment commences on any date between January 1 and June 30 inclusive of the fiscal year will not receive a salary increment on the following first of July but on the second July 1st following will, if otherwise qualified, receive a double increment.

Beginning July 1, 1972, the original date of hire will be the anniversary date for all accrued benefits for all classified personnel hired on or after July 1, 1972 as long as they meet Education Code requirements.

- 23.304 The classified salary schedule will provide for three (3) training class increments of 3% each. Each training class will require the completion of the equivalent of eight (8) semester hours of college credit or fifteen (15) clock hours of instruction per unit. Credits may be earned in a variety of ways:

- a. Adult school, community college, college or university courses which are pre-approved by the immediate supervisor and by appropriate District administrator.
- b. Special workshops offered by the District for specific purposes; enrollment pre-approved by the immediate supervisor and appropriate District administrator.
- c. Inservice courses designed and offered by the District; enrollment by invitation or by application with pre-approval of immediate supervisor and appropriate District administrator; and
- d. Workshop, inservice programs, conferences, etc. offered by private firms or other public agencies; enrollment for salary credit by application and pre-approval by immediate supervisor and District administrator.

23.4 WAGE SCHEDULE LIMITATIONS

- 23.401 Only units which are earned subsequent to the adoption of the policy will be allowed for credit.
- 23.402 Training class changes will be made at the beginning of each school year (July 1) and will be based on evidence of completion of the required units or hours of inservice training (transcripts, certificates of completion, or other acceptable documents) and evidence of prior approval as required.
- 23.403 Evidence of completion documents must be submitted to Personnel Services by October 1 of the school year advancement is to be made; the new salary will be retroactive to July 1, or to the start date of the work agreement, and be implemented no later than the December 1 payroll.
- 23.404 Employees who expect to have enough units earned to qualify for a salary change by the October 1 deadline must complete an application for training class change form and submit it to the Personnel Services on or before April 15 of the school year preceding the school year for which advancement is desired.
- 23.405 Units may be approved for training class credit for two basic purposes:
  - a. Development of or improvement of skills which relate directly to the current position or classification; or
  - b. Preparation for promotion or change to another position or job classification within the District - in such cases, supervisors will approve for salary credit only those units which have relevance for both the current position and the target position.
- 23.406 An employee may receive no more than one training class change per year.

23.5 LONGEVITY BONUS

23.501 Longevity bonuses for classified personnel will be paid at the end of the seventh, tenth, thirteenth, sixteenth, nineteenth, twenty-second, and twenty-fifth years at the following percentages: Range 24, Step 1 of the unit's wage schedule.

23.502	At the end of the	7 <sup>th</sup> year	\$502	} 2005-2006
		10 <sup>th</sup> year	742	
		13 <sup>th</sup> year	974	
		16 <sup>th</sup> year	1,220	
		19 <sup>th</sup> year	1,464	
		22 <sup>nd</sup> year	1,713	
		25 <sup>th</sup> year	1,962	

23.6 SALARY CHECKS AND DEDUCTIONS

23.601 Payment of wages to all employees shall be made once each calendar month by warrant drawn on District funds.

23.602 Payroll deductions shall be made in the month following their reporting.

23.603 Such payments shall be made on or before the tenth day of the calendar month immediately following the month in which the labor was performed or service rendered.

23.604 When it is determined that an error has been made in the calculation or reporting in a unit member's pay warrant, the District shall, within five (5) work days following such determination, provide the unit member with a statement of the correction and a supplemental pay warrant.

23.7 OVERTIME PAY

23.701 It is the policy of the District to provide for classified personnel in sufficient numbers to handle the average workload within the District. It is accepted that there will be the necessity to complete work during various peak load periods or in cases of unpredicted emergencies. It is the intent that extra work performed at such times would be compensated for. If feasible, compensatory time may be substituted for pay if the employee and the supervisor agree. (Not available to bus drivers/bus attendants)

23.702 Approved or ordered overtime shall be paid for at the rate of time and one-half.

## ARTICLE 24

### TRAVEL

#### 24.1 REIMBURSEMENT—MISCELLANEOUS

24.101 When District employees are on District business, they will be reimbursed for necessary out-of-pocket expenses including meals.

The District will pay the actual amount expended for meals up to eight, ten, and twenty dollars for breakfast, lunch, and dinner respectively if receipts are provided.

24.102 Payment of mileage for the use of his/her private car in District operations shall be made to the employee so using his/her car.

24.103 Such use, however, shall have been approved in advance by the appropriate supervisor.

24.104 Emergency use of an employee's private car for District needs may be approved by proper supervising or administrative personnel and proper reimbursement shall be made to the employee.

#### 24.2 REIMBURSEMENT—ROADEO

The District agrees to provide entry registration fees, lodging and actual meal cost for Regional and State School Bus Rodeo competition. The District reserves the right to limit the number of participants.

## ARTICLE 25

### HEALTH BENEFITS

#### 25.1 GENERAL PROVISIONS

25.101 Appropriate insurance coverage for employees/dependents will be provided by the District with options available to employees/dependents at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available. All employees of the District are covered by liability and indemnity insurance carried by the District.

25.102 Upon initial employment each unit member will be notified of availability of the health and insurance benefits contained in this Article, and shall have thirty (30) calendar days from the date of employment to enroll.

#### 25.2 ELIGIBILITY

25.201 Unit members whose regular or temporary assignment is half time or more shall be eligible to enroll.

25.202 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan; i.e., 7/1 through 6/30. (Substitute employees refer to Article 12.)

25.203 Half-time shall be fifty percent (50%) of the full time regular or temporary position to which the unit member is assigned. No unit member working less than twenty (20) hours a week shall be eligible.

25.204 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plans under this section provided they have at least ten (10) years of service at qualifying time (20 hours or more per week) immediately prior to retirement date. Retirees must be actively drawing retirement benefits from PERS. Such retirees shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage: i.e. enrollment in Part A and B of Medicare.

25.205 A unit member granted a leave of absence, approved by the Elk Grove Unified School District Board of Education, may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of the monthly premium in advance of each month of desired coverage.

25.206 Upon the death of an employee, employee's spouse and/or dependents will be eligible to continue existing health coverage at their own expense (without District contributions) as defined in COBRA health coverage continuance regulations.

### 25.3 ENROLLMENT

- 25.301 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.
- 25.302 New, reinstated, or reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 25.303 Open enrollment shall be during the month of October, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 25.304 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.
- 25.305 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitations.
- 25.306 Multiple Enrollments Permitted: An employee may be included in a plan as an enrolled employee and/or as a dependent of another enrolled employee. An individual may be included as a dependent under the enrollment of one or both employees.

### 25.4 COVERAGE

- 25.401 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment is terminated.
- 25.402 Payroll deductions, if required, shall be on a 10-month basis.
- 25.403 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided. Any savings in premiums generated by changes of carriers shall be applied to increasing the District portion of fringe benefit premium contribution for 1982-83.

### 25.5 CANCELLATION AND REFUND

In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the District contribution included therein shall be refunded directly to the District.

### 25.6 WELFARE BENEFIT FUND REOPENER

- 25.601 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this Agreement desires to have the District become a participant employer in such fund or trust, either party shall have the right

to reopen this Agreement for the specific purpose of negotiating concerning the District's participation in such fund or trust.

25.602 Such right to reopen the Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this agreement.

## 25.7 TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION

A tax-sheltered annuity program and deferred compensation are available to all unit members.

## 25.8 PROGRAMS AND COVERAGE

25.801 The District will provide for health and insurance plans noted below and make contributions to those plans as noted.

- a. Medical
- b. Dental
- c. Vision
- d. Group Term Life Insurance
- e. Long Term Disability

25.802 The District agrees to institute a program effective January 1, 1994, which will provide no less than the current or future benefits provided by SDI. The District may at its option utilize its existing leave procedures to assure that employees who would have been eligible for SDI receive no less income than the employees would have received from the SDI benefit.

The District agrees to cover new employees without the former regulation imposed pursuant to SDI for prior year earnings. Other eligibility standards for SDI will be continued.

25.803 The District will pay the increased costs for the least expensive health care plan for years two and three of this agreement in accordance with past practice. Effective the 2000-2001 school year, the following changes are agreed:

- a. Co-pays for doctor's visits are increased from \$5.00 to \$10.00 for both active and retiree health packages.
- b. Co-pays for prescriptions are increased from \$5.00 to \$10.00 (Pacific Care and Health Net increase non-generic co-pay from \$10.00 to \$15.00) for both active and retiree health packages.
- c. Orthodontia coverage is increased from 50% up to \$1500 to 50% up to \$2500 for active employee health packages.
- d. Annual dental cap is increased from \$1500 to \$2000 for both active and retiree health packages.
- e. Life insurance is increased to one \$50,000 term insurance policy for active

employees.

- f. Hearing aide coverage is added to both the active and retiree health packages.
- g. If the health plan continues to escalate our health care costs over the next two years, it is anticipated that we will go to a \$15.00 office visit co-pay in 2002-03. Should that occur, the annual dental cap will be increased from \$2,000 to \$2,500.

The District agrees to pay the premiums according to past practice for the least expensive insurance programs

#### 25.9 CONVERSION TO PLANS OUTSIDE THE DISTRICT PROGRAM

An employee who is enrolled in a plan and whose enrollment terminates because of failure to pay his/her portion of the premium, loss of eligibility, or termination of employment, will be eligible to continue their existing coverage at their own expense (without District contribution), as defined in the COBRA health continuance regulations.

## ARTICLE 26

### COMPLETION OF NEGOTIATIONS

- 26.1 A waiver or breach of any condition(s) of these agreements by either party does not constitute precedent for any subsequent waiver or breach of any condition.
- 26.2 Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completing, carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision thereof.
- 26.3 This document contains all of the agreements, stipulations, and provisions agreed upon by the parties thereto, and no representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution of this Agreement during these agreement negotiations and not set forth herein.
- 26.4 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or by any change, geographical or otherwise, in the location or places of business of either party hereto.
- 26.5 The individuals signing this Agreement in their official capacity hereby warrant their authority to act for the respective parties.
- 26.6 No employee will suffer a worsening of his hours, wages, benefits, or working conditions as a result of this Agreement.

## ARTICLE 27

### DURATION

27.1 This contract shall become effective upon ratification by both parties and shall remain in effect July 1, 2004 through June 30, 2007.

27.2 Signatures

FOR THE DISTRICT:

/S/ Jackson Parham  
/S/ Annette Buckmaster  
/S/ Xavier De La Torre  
/S/ Jane Dohn  
/S/ Gary Dodson  
/S/ Claudia Sherrill  
/S/ Linda Sutter

FOR THE UNION:

/S/ Victor M. Guerra  
/S/ David Grubb  
/S/ Judy LeGrande  
/S/ Gary Morrison  
/S/ James Snow  
/S/ Brian Wiens

DATE: May 19, 2005

DATE: May 19, 2005

## APPENDIX A

### CAUSES FOR SUSPENSION, DEMOTION, DISMISSAL

One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service. Causes for disciplinary action are not necessarily limited to the following:

Incompetency or inefficiency in the performance of the duties of his/her position.

Insubordination (including, but not limited to, refusal to do assigned work).

Carelessness or negligence in the performance of duty or in the care or use of District property.

Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.

Dishonesty.

Drinking alcoholic beverages on the job or reporting for work while intoxicated.

Addiction to the use of narcotics.

Personal conduct unbecoming an officer or employee of the District.

Engaging in political activity during assigned hours of employment.

Conviction of any crime involving moral turpitude.

Arrest for a sex offense as defined in Education Code Section 44010.

Repeated unexcused absence or tardiness.

Abuse of illness leave privileges.

Falsifying any information supplied to the school district, including but not limited to, information supplied on application forms, employment records, or any other school district records.

Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by any appropriate state or local governmental agency.

Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

Violation of any federal or state law dealing with alcohol or drug use.

## APPENDIX B

### SALARY SCHEDULE

*See Elk Grove Unified School District Website*

- <http://www.egusd.net>
- Select **EMPLOYMENT**
- Select **SALARY SCHEDULES**
- Select **ATU - Amalgamated Transit Union, Salary Schedule , Salary Schedule 20**

---

**A**

Accident Review Committee .....58  
Affirmative Action.....10  
Agreement.....1  
Anniversary Date of Employment .....61  
Annual Salary Proposal.....60  
Appointment Standards.....28  
Assignment .....17  
    Selection/Retention/Promotion .....28  
Attainment of Goals .....6

---

**C**

CBI.....21  
Certificate, Test.....15  
Certificates, Special Driver .....15  
Check-Out Time.....31  
Chest X-Ray.....59  
Civil and Legal Rights .....9  
Classification.....30  
Closed Promotional Position.....28  
Co-Curricular Trips.....27  
Completion of Negotiations .....69  
Co-Pay .....67  
CTO .....4

---

**D**

Deductions .....63  
Deferred Compensation .....67  
Definitions .....3  
Demotion.....38  
Demotion Causes .....71  
Dental Insurance .....67  
Dismissal.....38  
District Rights .....7  
Driver Trainer Position .....27  
Duration .....70

---

**E**

Emergency Assignments.....22  
Evaluation .....35  
Extra Board Guidelines.....19  
Extra Runs.....21

---

**F**

Field Grip Utility .....21  
Field Trip, Definition.....22  
Field Trips.....21

---

**G**

Grievance Procedure.....11

---

**H**

Health Benefits .....65  
Health Examination .....59  
Hearing Aide.....68  
Holidays.....51  
Hours .....31

---

**I**

Insurance.....66

---

**L**

Layover Time .....31  
Leaves .....40  
    Bereavement .....42  
    Catastrophic .....54  
    Child Care.....45  
    Extended Leave of Absence .....47  
    Family and Medical .....47  
    Health and Hardship .....46  
    Imminence of Death .....42  
    Industrial Accident/Illness .....41  
    Jury and Legal .....43  
    Long-Term.....45  
    Maternity .....45  
    Military .....46  
    Occupational Purposes.....43  
    Organization .....46  
    Personal Necessity .....44  
    Pregnancy Disability.....45  
    Religious Observance .....43  
    Sick Leave .....40  
Life Insurance .....67  
Longevity Bonus .....62

---

**M**

Mailing Lists .....	58
Medical Insurance .....	67
Mileage .....	64

---

**O**

Organizational Security .....	8
Orthodontia .....	67
Overtime Pay .....	4, 63

---

**P**

Part Time Personnel .....	16
Policy Development and Review .....	6
Private Car Use .....	64
Probation .....	34
Probationary Employees .....	3
Proportional Credit.....	30
Protective Clothing .....	36
Protective Devices .....	36

---

**Q**

Qualifications .....	28
----------------------	----

---

**R**

Recertification Classes .....	15
Recognition .....	2
Recruitment.....	14
Regular/Permanent Employees .....	3
Rehire .....	29
Reimbursement .....	64
Rights of Employees to Representation .....	13
Rodeo - Reimbursement.....	64
Route Selection, Bus Drivers.....	18
RTO .....	24

---

**S**

Safety Program.....	57
Safety Shoes.....	37
Salary Checks.....	63
Salary Schedule.....	72
Selection	
Bus Driver/Trainer .....	27

Selection/Retention/Promotion.....	28
Seniority Provisions.....	17
Separation .....	39
Service Awards.....	57
Shirt Selection-Mechanics & Mechanic's Helpers.....	25
Shoes.....	37
Short-Term Position .....	30
Staff Meetings.....	57
Standards of Employment.....	15
Substitute Employees .....	16
Suspension .....	38
Suspension Causes.....	71
Suspension, Causes.....	71
Suspension/Demotion/Dismissal .....	3

---

**T**

Tax-Sheltered Annuities .....	67
Temporary Personnel.....	16
Time Off-Request/Procedure.....	24
Tool Agreement.....	26
Training Classes .....	61
Transfer.....	32
Travel.....	64
Tuberculosis Test.....	59
Turn Downs .....	21

---

**U**

Uniforms .....	36
Optional Items .....	36
Required Items.....	36
Uniforms, Shop Staff.....	37
Union Rights.....	5

---

**V**

Vacancy Announcement.....	28
Vacation Scheduling.....	53
Vacations .....	51
Vehicle Maintenance Shop.....	27
Vision Care.....	67

---

**W**

Wage Schedule .....	60
Wages .....	60
Workshops .....	57

