

ATU

COLLECTIVE BARGAINING CONTRACT

Effective through July 1, 2021 to June 30, 2024

ELK GROVE UNIFIED SCHOOL DISTRICT

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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 EMPLOYEES

- 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 shall be 180 days worked. The probationary period for all other unit members shall be 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. At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.

3.3 TEMPORARY AND PART TIME PERSONNEL

- 3.301 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.
- a. Substitute employees shall accumulate seniority by number of days worked.
 - b. Substitute seniority lists shall be revised quarterly to reflect proper seniority order.
 - c. Substitute employees shall be offered work, by seniority, from that list.
 - d. District retirees shall be limited to 960 hours annually per CalPERS regulations.
 - e. The start date of a permanent route chosen by a substitute will control the start date for seniority placement.
- 3.302 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.

3.303 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 up to 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.

3.4 SUSPENSION/DEMOTION/DISMISSAL

3.401 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.

3.402 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.

3.403 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.

3.5 OVERTIME PAY

3.501 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.

3.502 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.

3.503 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 upon request.

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.

ARTICLE 6

DUES DEDUCTIONS

Amalgamated Transit Union, Local 256 (“ATU” or “Union”) has the exclusive right to have member dues deducted from ATU unit members.

- A. ATU unit members will sign a dues authorization form and submit it to District, authorizing ATU membership dues, initiation fees and assessments (dues, initiation fees and assessments, together shall be referred to as ‘dues’) to be deducted from their monthly payroll check.
- B. For unit members who are employed for the entire school year, the deduction of prorated membership dues shall be made from ATU unit member’s paycheck each month for twelve (12) months normally beginning in July and ending in June of each year.
- C. Along with each monthly payment of membership dues, the District shall furnish ATU with an alphabetical list of all ATU members indicating the individual amount deducted for dues payers and initiation fees.
- D. Nothing shall prohibit an ATU unit member from paying dues directly to ATU.
- E. If membership dues are deducted by the District from the paycheck of any ATU member and remitted to ATU and the unit member does not owe such amount, ATU shall immediately return such funds to that ATU member.
- F. ATU agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- G. 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 one of three established charitable organization identified by ATU. The unit member shall select one of the three ATU established charitable organizations for the donation. The Union shall provide the unit member with a written receipt indicating a charitable donation has been made in his/her name.
- H. ATU and the District hereby agree as follows:
 - a. ATU shall reimburse the District, its officers, agents, employees, or representatives for all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the dues and/or service fee provisions of this Agreement or the implementation thereof. ATU shall be provided timely written notification of the challenge and shall have the exclusive right to decide and determine whether the action shall be compromised, resisted, defended, tried, or appealed.
 - b. ATU shall indemnify and hold harmless the District, its officers, agents, employees, or representatives from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board or other administrative agency with jurisdiction for any challenge to the legality or constitutionality of the dues and/or service fee provisions of this Agreement (or their implementation).

- 6.2 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.
- 6.3 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.
- 6.4 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

NONDISCRIMINATION

Consistent with Board Policy, District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Parties agree that complaints related to compliance with this section shall be addressed consistent with California law and shall not be subject to the Parties' Grievance Process.

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 Informal Conference, 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. This meeting shall occur within (15) workdays from when the alleged violation occurred or within (15) workdays of when an employee might reasonably have known of the violation. The Supervisor shall have (15) workdays from this meeting to provide a response to the potential grievant (verbal or email). If resolution is not achieved informally, a formal grievance may be filed.
- 9.402 An employee may file a formal grievance in writing with the president of the employee organization, the Designated Human Resources Director assigned classified personnel, and his/her immediate supervisor within fifteen (15) work days from receipt of the response to the informal meeting.
- 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.
- 9.411 The time limits in this Article may be extended by mutual 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

ASSIGNMENT

12.1 ASSIGNMENT

- 12.101 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.
- 12.102 School bus drivers given duty assignments will be given adequate break times to the extent possible.
- 12.103 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.
- 12.104 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
- 12.105 Unit members called in when unassigned will be available for and paid a minimum of two hours.

12.2 SENIORITY PROVISIONS

- 12.201 A correct copy of the seniority list within each classification shall be posted and revised as necessary.
- 12.202 For purposes of bidding on runs or shop shifts, seniority will be earned only within each specific classification.
- 12.203 For purposes related to district-wide benefits (vacation, sick leave, etc.), accruals will be earned from the date of hire as a substitute or regular employee in the District. This section applies to substitutes hired prior to July 1, 2009.
- 12.204 Seniority shall prevail at all times, except as otherwise provided.
- 12.205 No employee shall lose his/her seniority due to temporary illness or accident.
- 12.206 If more than one employee began District employment on the same day, initial seniority placement on the substitute list shall be determined by drawing lots.
- 12.207 Unless a unit member's disciplinary remedy specifically includes loss of seniority for unpaid leave, there shall be no loss of seniority.

12.3 ROUTE SELECTION, BUS DRIVERS

- 12.301 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).
- 12.302 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.
- 12.303 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.
- 12.304 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.
- 12.305 A unit member shall have two and one-half minutes within which to make his/her route selection.
- 12.306 Bidding will take place in the transportation facility.
- 12.307 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.
- 12.308 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.
- 12.309 When a regular run is vacated for any reason, FOR FIVE (5) WORKING DAYS, it must be posted for bid on Thursday until Tuesday.
- 12.310 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.

12.311 When a piece of work greater than 27.5 minutes becomes available (except as set out in 15.105) any driver may bid on that work if schedule permits.

12.312 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.

12.4 EXTRA BOARD BUS DRIVER GUIDELINES

Extra Board Drivers must be qualified on all the equipment, routes, have a satisfactory evaluation, and have completed CBI training, and completed at least six months employment as a bus driver. (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.)

If available, extra board drivers are eligible to provide field trip service after 5:00 p.m. on weekdays provided they sign up and it poses no conflict or is counter to the guidelines as defined in Article 12.505.

The District agrees that the ten (10) Extra Board positions will be eight-hour positions.

1. Nine (9) of the ten (10) positions will be bid through the regular bidding process.
2. The positions will be numbered one through ten.
3. The parties agree that the ten (10) Extra Board positions will be eight (8) hours.
4. Number 1 Extra Board will have eight (8) hours reserved for the Dispatch position, pursuant to district hiring practices.
5. 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.
6. District agrees to consult on the assignment patterns for Extra Board with the Union.

12.5 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 seven (7) Field Trip/Utility Drivers assigned to year round calendars. Qualifications would be as stated in Article 12.502 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 San Francisco 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 12.6) would be applied and “turn downs” are not applicable to CBI’s.

12.501 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.

12.502 Only twenty (20) regular drivers who are qualified on all the equipment, maintain a satisfactory evaluation and have worked six (6) months 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 12.4(7).

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 eligible field trip drivers. San Francisco training will be offered to at least 50% of eligible field trip drivers. When four (4) or more drop off, replacements will be trained up until March 1st.

- 12.503 Late assignments shall be made by seniority on a rotation basis when there are four (4) hours or less before departure time. Late assignments are trips that have been rejected by drivers up to four (4) hours before trip departure, up to four (4) hours before the close of the business day or last minute requests by school sites.

On trips that are assigned four (4) hours or more before departure, trips will be assigned by regular rotation order.

Emergency trips outside regular dispatch hours or four (4) hours before departure will be assigned at the discretion of the Director of Transportation or his/her designee.

Any field trip on Saturday, Sunday or holiday that is rejected up to eight (8) hours before the close of business (1:00 PM) of the last working day before the field trip shall be considered an emergency assignment.

- 12.504 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 as an "Emergency Trip".

- 12.505 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.

- 12.506 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".

- 12.507 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.

- 12.508 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.

- 12.509 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.

- 12.510 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.

- 12.511 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.

12.512 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.

12.6 REQUEST FOR TIME OFF PROCESS/PROCEDURE

12.601 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.

12.602 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.

12.603 Time Frame for Submitting Requests for Time Off

Bus driver and bus attendant RTO's must be submitted to Transportation Dispatch one week (seven calendar days) prior to the day or days off requested. The District will respond regarding whether or not the RTO is approved within two full business days to the request.

For time requested a month or more in advance, management will have one week (seven calendar days) to respond.

Unit Members may coordinate the use of partial vacation days and partial workdays to equate to a full eight hour paid day.

[Note: For illustration purposes only, a unit member may use four (4) hours of vacation and four hours of work to equate to a full eight (8) hours of pay.]

12.604 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.

12.7 SHIFT SELECTION – SHOP STAFF

12.701 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.

12.702 (A) If the shop manager is off/out of the shop and the lead mechanic is out of the shop for more than five (5) and less than twenty (20) consecutive days, the next senior mechanic on that shift will be offered the lead position and receive the pay differential for hours worked in that capacity. If the shop manager is off/out of the shop and the lead mechanic is out of the shop for twenty (20) consecutive days or more it will be offered to the next senior mechanic.

(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 1st annually.

(C) 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.

12.703 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.

12.704 There shall be the following shifts:

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

12.705 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.

12.706 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.

12.8 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. The District agrees that no employee will be assigned to the 3rd shift until the District and union meet and confer.

ARTICLE 13

SELECTION/RETENTION/PROMOTION

13.1 VACANCY ANNOUNCEMENT—CLOSED PROMOTIONAL POSITION

13.101 The following positions will be closed promotional:

Bus Driver Instructor
Journey Mechanic II
Lead Journey Mechanic II

13.102 To receive interview consideration for the closed promotional position, the applicant must:

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

13.103 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.

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

13.2 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).

13.3 QUALIFICATIONS

13.301 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.

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

13.4 ASSIGNMENT

13.401 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.

13.402 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.

13.5 REHIRE

13.501 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.

13.502 A person reemployed during this period is entitled to sick leave which was accumulated prior to his/her lay-off.

ARTICLE 14

CLASSIFICATION

14.1 EMPLOYMENT—CLASSIFICATION PLAN

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

14.102 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.

14.103 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.

14.104 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.

14.105 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.

14.2 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.

ARTICLE 15

HOURS

15.1 HOURS

- 15.101 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.
- 15.102 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 the traditional school year, the Director of Transportation or designee will review the routes and, if verified, send necessary payroll changes to the Payroll Department.
- 15.103 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.
- 15.104 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.
- 15.105 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.

15.2 LAYOVER TIME

Layover time between bus runs or any time transporting students home to school 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.

15.3 CHECK-OUT TIME—BUS DRIVERS

- 15.301 Check-out time for bus drivers shall be fifteen minutes. Clean up time for bus drivers shall be fifteen minutes.

ARTICLE 16

TRANSFER

16.1 AUTHORITY TO TRANSFER

- 16.101 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.
- 16.102 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.
- 16.103 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.

16.2 GENERAL TRANSFER PROVISIONS

- 16.201 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.
- 16.202 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.
- 16.203 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.
- 16.204 A classified employee being transferred to a lower classification for a temporary period shall not suffer any loss of salary.
- 16.205 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.
- 16.206 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.
- 16.207 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.
- 16.208 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.

16.209 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 17

PROBATION/EVALUATION

17.1 PROBATION

- 17.101 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.
- 17.102 The probationary period for bus drivers shall be 180 days worked. 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. At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.
- 17.103 At the satisfactory conclusion of the established probationary period, each employee is deemed to be a permanent employee.
- 17.104 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.
- 17.105 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.
- 17.106 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.
- 17.107 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.

17.2 EVALUATION

- 17.201 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.

17.202 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.

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.

17.203 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.

17.204 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.

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

17.206 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 18

UNIFORMS

18.1 UNIFORMS, PROTECTIVE CLOTHING & PROTECTIVE DEVICES—UNION

18.101 Bus Drivers. The District shall provide the number of uniforms negotiated for employees in the transportation unit and pay all costs. The standard allowance, as agreed to by the District and ATU, will be guided by the market price and established each year for five pants, one windbreaker jacket, one rain jacket, five blouses, or the equivalent to be spent on other items.

If Bus Driver unit members receive their uniforms and if they do not fit properly, the member can return and reorder their uniforms at no cost to them. If clothing is embroidered, then uniforms shall be returned to the District and reordered through the vendor. If items are returned, reordered and not received within the fiscal year they were ordered, the item(s) will still be provided to the unit member when they are received, even if it crosses fiscal years. Every attempt will be made to expedite returns and reordered uniforms.

Mechanics and Mechanic Assistant-Fuelers will be provided with eleven sets of coveralls, five pairs of pants, five long sleeved shirts, and one jacket. All uniforms shall be laundered by the District weekly.

Inventory Control Assistants will be provided with eleven pairs of pants, eleven short sleeved shirts and one jacket. All uniforms shall be laundered by the District weekly.

18.102 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.

18.103 Any exceptions to Article 18.2 must be approved in writing and in advance of purchase by the Director of Transportation.

18.104 While on duty, a driver will wear the prescribed uniform and be neat in appearance. The provisions of Article 19 may be followed should any employee be out of compliance with this uniform policy.

18.105 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.

18.2 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 shorts, navy or khaki, minimum 7-inch inseam
Men's standard waist or flex waist shorts, navy or khaki, minimum 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.

18.3 UNIFORMS

18.301 The District will furnish safety-toed work boots, with oil resistant soles, for all shop personnel. The District will cover the cost of the boots and optional insoles for up to a total of three hundred dollars (\$300.00) including sales tax. Consultation on replacement of boots will occur between the appropriate manager and employee and shall not be unreasonably denied.

18.302 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.

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

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

ARTICLE 19

SUSPENSION/DEMOTION/DISMISSAL/TERMINATION

19.1 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.

19.101 Under Article 19 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.)

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

19.103 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.

19.104 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.

19.105 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.

19.106 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.

19.107 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.

19.2 SEPARATION

19.201 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.

19.202 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 20

LEAVES

20.1 GENERAL LEAVE POLICIES

Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, step parent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

- 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 24, 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. The definition of immediate family for purposes of sick leave and personal necessity only shall include a non-registered domestic partner designated by the unit member. Non-registered domestic partner status does not qualify for eligibility for health and welfare benefits.

In general, a non-registered domestic partnership has the following criteria:

1. The partners have a committed relationship which has existed for at least one year; and
 2. The partners both reside at the same address; and
 3. The unit member certifies to the District that this information is true and correct at the time that the unit member requests the sick leave or personal necessity leave.
- i. District paid leaves of absence of one day or more shall be considered days worked excluding leaves covered by State and Federal laws.

20.2 SICK LEAVE

- 20.201 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.
- 20.202 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.
- 20.203 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.
- 20.204 The Superintendent or designee shall be authorized and directed to establish such regulations and establish such records as are necessary to enact this resolution.
- 20.205 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.
- 20.206 Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposes which require specialized treatment for themselves or any member of the immediate family. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the following reasons: obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, a restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and participating in safety planning and taking other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

20.3 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.

20.301 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. Total of sixty (60) days for the same illness or injury.
- 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.

20.4 IMMINENCE OF DEATH

- 20.401 All unit members shall be granted three (3) days paid leave of absence for imminent death of any member of his/her immediate family.
- 20.402 Imminent death shall be determined by the physician. The unit member may be required to verify the physician's opinion.
- 20.403 Such leave shall not be deducted from accumulated sick leave.

20.5 BEREAVEMENT

- 20.501 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 13. 7 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave.
- 20.502 Prior approval is not required.
- 20.503 Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.
- 20.504 Bereavement Leave days shall not be deducted from the sick leave balance.

20.6 OCCUPATIONAL PURPOSES

- 20.601 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.

20.7 JURY AND LEGAL LEAVE

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

20.702 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.

20.703 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.

20.704 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.

20.405 SHOP STAFF who serve on jury duty for a full day need not report to work on that day.

20.8 RELIGIOUS OBSERVANCE

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

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

20.9 EMERGENCY/PERSONAL LEAVE

20.901 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.

20.902 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.

20.10 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 or under official order (attach copy of official order-subpoena).
- d. The birth or adoption of his/her child.

20.1002 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.

20.1003 Unit members may utilize Personal Necessity Leave in one half-day increments, based upon their assigned day, for a maximum of seven instances of one half days of usage each school year.

20.11 LONG-TERM LEAVES

20.1101 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.

20.1102 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.

20.1103 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.

20.12 MATERNITY LEAVE

20.1201 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.

20.1202 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.

20.1203 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.

20.13 PAID PREGNANCY DISABILITY LEAVE

20.1301 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

- a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.
- b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
- c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

- 20.1302 After use of the above Paid Pregnancy Disability Leave, 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 his/her sick leave for the above.
- 20.1303 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.
- 20.1304 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

20.14 CHILD CARE LEAVE

- 20.1401 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.

20.15 MILITARY LEAVE

- 20.1501 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.
- 20.1502 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.

20.16 HEALTH AND HARDSHIP LEAVE

- 20.1601 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.
- 20.1602 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.

20.17 ORGANIZATION LEAVE

- 20.1701 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.
- 20.1702 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.
- 20.1703 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.
- 20.1704 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.

20.18 EXTENDED LEAVE OF ABSENCE FOR ILLNESS

- 20.1801 Consistent with Education Code section 45196, 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, 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.
- 20.1802 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.

20.19 FAMILY AND MEDICAL LEAVE

20.1901 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.

20.1902 LENGTH OF EMPLOYMENT ELIGIBILITY: Any employee who has been employed for at least twelve (12) months AND who has worked 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*.

20.1903 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 or 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.

20.1904 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. Extended leave of absence runs concurrently with leave pursuant to both the California Family Right Act and Federal Medical Leave Act.

20.1905 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.

20.1906 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.

20.1907 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.

20.1908 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.

20.1909 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.

20.1910 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.

20.1911 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.

20.20 HOLIDAYS

20.2001 Fifteen (15) holidays will be designated on the annually negotiated classified calendar. Employees will receive those holidays falling within their work year.

20.2002 Holidays falling within the employee's vacation period do not count as vacation days.

20.21 VACATIONS

20.2101 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 on or before the 15th 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 work on or after the 16th 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 on or before the 15th day of the month will be considered for vacation purposes only, to have terminated work on the last day of the preceding month.
- e. Any employee terminating on or after the 16th day of the month will be considered, for vacation purposes only, to have terminated the last day of the month.
- f. Fiscal year shall be the period from July 1 to June 30.

202102 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.

202103 Vacation credit will continue to be earned during the time an employee is on paid vacation leave or full-paid sick leave.

202104 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.

202105 Vacations shall be taken at a time approved by the appropriate supervisor.

202106 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.

20.22 VACATION SCHEDULING

202201 The District and the Union agree to work together on specific language which will allow for bidding of vacation slots. The agreed upon language will incorporate the following concepts:

- a. The annual vacation bidding process will occur no later than May 15 each year. 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 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 that purpose. 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: No more than two employees may be off per shift.

20.23 Catastrophic Leave

- 20.2301 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.
- 20.2302 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 20.2317.
- 20.2303 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.
- 20.2304 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 20.2304.

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.
- 202305 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.
- 202306 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.
- 202307 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.
- 202308 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.
- 202309 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.
- 202310 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.
- 202311 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.
- 202312 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.
- 202313 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.
- 202314 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

- 20.2315 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.
- 20.2316 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.
- 20.2317 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.
- 20.2318 In order for a request for catastrophic leave to be approved, signed written documentation from a licensed physician is required to verify that the basis for the request for catastrophic leaves satisfies the definition of catastrophic illness or injury consistent with section 20.2304(a).

The maximum amount of catastrophic leave that may be granted at one time is up to a Maximum of 30 days of catastrophic leave. Additional catastrophic leave requests may be made at the expiration of catastrophic leave. Approvals of catastrophic leave requests are not guaranteed.

The parties agree to continue to meet in a committee to study the catastrophic leave program and develop recommendations for improvement of the program.

ARTICLE 21

MISCELLANEOUS

21.1 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.

21.2 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.

21.3 SERVICE AWARDS FOR EMPLOYEES

21.301 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.

21.302 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.

21.303 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.

21.304 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.

21.4 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.

21.5 EMPLOYMENT

21.501 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)

21.502 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.

21.503 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.

21.6 HEALTH EXAMINATION

21.601 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.

21.602 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.

21.603 The cost of a physical examination prior to employment shall be paid by the applicant.

21.604 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.

21.7 CHEST X-RAY OR INTRADERMAL TEST

21.701 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.

21.702 These examinations will be at District expense if they are not available at cost.

ARTICLE 22

WAGES

22.1 SALARY PROGRAM

22.101 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.

22.2 ANNUAL SALARY PROPOSAL

22.201 Adjustments to the wage schedule will be noted in Appendix B.

22.202 Staff Development:

As per current practice.

22.3 WAGE SCHEDULE

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

22.302 The classified salary schedule will provide for seven (7) annual wage step increments, each of which will be approximately 7% higher than the prior step except for the 4th step, which will be approximately 9.7% higher than step 3 and the 7th step, which will be approximately 1% higher than step 6 (the exact percentage amounts may differ slightly due to rounding necessities and may vary by one tenth or one hundredth of a percent).

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.

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 six (6) semester hours of college credit or fifteen (15) clock hours of instruction per unit. College credits and/or hours that have already been utilized for purposes of training class increments cannot be reused. Unused semester college credits and/or hours earned prior July 1, 2016 plus any new semester college credits or hours earned after July 1, 2016, can be used by unit members beginning on July 1, 2016 in order for unit members to move to a new training increment.

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.

22.4 GROWTH IN JOB SKILLS

22.401 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.

22.402 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.

22.403 Arbinger Training

ATU and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the current hourly rate (not the per diem rate), or salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger in Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2020).

22.5 WAGE SCHEDULE LIMITATIONS

- 22.501 Only units which are earned subsequent to the adoption of the policy will be allowed for credit.
- 22.502 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.
- 22.503 Evidence of completion documents must be submitted to Human Resources by October 1st of the school year advancement is to be made; the new salary will be retroactive to July 1st, or to the start date of the work agreement, and be implemented no later than the December 1st payroll.
- 22.504 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.
- 22.505 An employee may receive no more than one training class change per year.

22.6 LONGEVITY BONUS

22.601 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.

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

22.7 SALARY CHECKS AND DEDUCTIONS

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

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

22.703 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.

22.704 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.

22.8 OVERTIME PAY

22.801 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)

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

22.9 MISCELLANEOUS

22.901 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).

ARTICLE 23

TRAVEL

23.1 REIMBURSEMENT—MISCELLANEOUS

23.101 When Field Trip Drivers, Community Based Instruction Drivers (CBI) and Field Trip Utility Drivers (FTUD) who are on District business outside of the boundaries of Sacramento County that includes an unpaid meal period, will be reimbursed for necessary out-of-pocket expenses including meals when they are on an unpaid meal break.

Field Trip Drivers, FTUD and CBI Drivers, who are on trips that include an unpaid meal break of 30 minutes or more, who are on District business outside of the boundaries of Sacramento County, will be paid the actual amount expended for meals up to eight, ten, and twenty dollars for breakfast, lunch, and dinner respectively, if receipts are provided and if they are on an unpaid meal break.

23.102 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.

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

23.104 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.

ARTICLE 24

HEALTH BENEFITS

24.1 GENERAL PROVISIONS

24.101 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.

24.102 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.

24.2 ELIGIBILITY

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

24.202 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.

24.203 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.

24.204 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plan 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.

24.205 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.

24.206 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.

24.3 ENROLLMENT

- 24.301 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.
- 24.302 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.
- 24.303 Open enrollment shall be during the month of May, unless otherwise stipulated by the District. 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.
- 24.304 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.
- 24.305 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.
- 24.306 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.

24.4 COVERAGE

- 24.401 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment is terminated.
- 24.402 Payroll deductions, if required, shall be on a monthly basis.
- 24.403 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.

24.5 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.

24.6 WELFARE BENEFIT FUND REOPENER

24.601 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.

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

24.7 TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION

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

24.8 PROGRAMS AND COVERAGE

24.801 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

24.802 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.

24.803 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. The following changes are agreed:

- a. Co-pays for doctor's visits are \$20.00 for both active and retiree health packages.
- b. Co-pays for prescriptions are \$10.00 for generic and \$20.00 for non-generic for both active and retiree health packages.
- c. Orthodontia coverage is 50% up to \$2500 for active employee health packages.
- d. Annual dental cap is \$2500 for both active and retiree health packages.
- e. Life insurance is a \$50,000 term insurance policy for active employees.

f. Hearing aide coverage is added to both the active and retiree health packages.

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

24.9 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 25

COMPLETION OF NEGOTIATIONS

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 The individuals signing this Agreement in their official capacity hereby warrant their authority to act for the respective parties.
- 25.6 No employee will suffer a worsening of his hours, wages, benefits, or working conditions as a result of this Agreement.

ARTICLE 26

DURATION

26.1 This contract shall become effective upon ratification by parties and shall remain in effect July 1, 2021 through June 30,2024. Except as provided in the Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. For the 2022-2023 and 2023-2024school year, the parties agree to reopen negotiations on two articles each as identified by each party.

26.2 Signatures

FOR THE DISTRICT:

/S/ David E. Reilly
/S/ Rob Pierce
/S/ Ken Black
/S/ Gary Dodson
/S/ Amreek Singh
/S/ Shannon Hayes
/S/ Karen Rezendes

FOR THE UNION:

/S/ Ralph Niz
/S/ Pretrina Kennedy
/S/ Anthony Booth
/S/ Amy Mitchell
/S/ Jacqueline Williams
/S/ Glenn Oliveira

DATE: February 1, 2022

DATE: February 1, 2022

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

APPENDIX C
TENTATIVE AGREEMENT, FEBRUARY 7, 2022

Attachment A
Mediated Tentative Agreement
Between
Elk Grove Unified School District
And
Amalgamated Transit Union, Local 256
Regarding the
2020-2021 and 2021-2022 School Year Negotiations
February 7, 2022

The Elk Grove Unified School District ("District") and the Amalgamated Transit Union, Local 256 ("ATU"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding the 2020-2021 and 2021-2022 school years.

The Parties' agree that the following terms and conditions shall take effect upon ratification of this Agreement by both Parties.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and ATU will continue to meet and confer regarding changes to safety protocols. ~~ATU will cooperate with and the District in any will work together to create guidance for all necessary public health actions.~~

2. Affirmative Action, Article 8

The District proposes the following replacement of Article 8 including the title of Article 8 to comport with current law:

Nondiscrimination Affirmative Action

Consistent with Board Policy, District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Parties agree that complaints related to compliance with this section shall be addressed consistent with California law and shall not be subject to the Parties' Grievance Process.

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3. Extra Board Bus Driver Guidelines, Sections 12.4 and 12.502

The District proposes the following revisions to Section 12.4 and 12.502 regarding Extra Board Bus Driver Guidelines:

12.4 Extra Board Bus Driver Guidelines - See Appendix

Extra Board Drivers must be qualified on all the equipment, routes, have a satisfactory evaluation, and have completed CBI training, and completed at least six months employment as a bus driver. (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.)

12.502 Only twenty (20) regular drivers who are qualified on all the equipment, maintain a satisfactory evaluation and have worked (2)-years six months of service with the District in either regular or substitute capacity, shall be allowed to do field trips.

4. Leaves, Article 20-Bereavement.

The Parties agree to replace Sections 20.1(j) and 20.5 of the collective bargaining agreement regarding Bereavement as follows:

20.1 General Leave Provisions

~~j. Immediate family referred to throughout Article 20 shall mean the employee's spouse or registered domestic partner, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the employee or of the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, child of a registered domestic partner, brother, brother-in-law, sister, sister-in-law, stepfather, stepmother, stepchildren, foster parents, foster children, parent of the registered domestic partner, or any relative living in the household of the employee.~~

~~20.5 BEREAVEMENT LEAVE~~

~~20.501 All bargaining unit members shall be granted three (3) paid leave of absence days within the State of California or five (5) paid leave of absence days if out of state, for death of any member of his/her immediate family. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.~~

~~20.502 Such leave shall not be deducted from accumulated sick leave.~~

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New 20.1. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, step parent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

New 20.501 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 13.7 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave.

20.502 Prior approval is not required.

New 20.503 Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

NEW 20.504 Bereavement Leave days shall not be deducted from the sick leave balance.

5. Leaves, Article 20-New Paid Pregnancy Disability Leave.

The Parties agree to replace section 20.13 and replace it with the following new 20.13:

20.13 Pregnancy-Disability Leave

~~20.1301 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.~~

~~20.1302 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.~~

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New 20.13. Paid Pregnancy Disability Leave

20.1301 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

20.1302 After use of the above Paid Pregnancy Disability Leave, 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 his/her sick leave for the above.

20.1303 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.

20.1304 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

6. Article 18, Uniforms

The Parties agree to the following revisions to Article 18, Uniforms and to reformat and renumber as follows:

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18.301 The District will furnish steel-toe safety-toed work boots, with oil resistant soles, for all shop personnel. ~~with 4-inch minimum ankle protection and oil resistant soles, for all shop staff personnel all Mechanics, Parts Managers and Mechanics' Assistant-Fuelers.~~ The District will cover the cost of the boots and optional insoles for up to a total of Employees' boots shall be allocated for shoes will be reimbursed the actual cost up three hundred dollars (\$300.00) including sales tax. Consultation on replacement of shoes boots will occur between the appropriate manager and employee and shall not be unreasonably denied. Boot replacement will occur no later than 18 months from the original purchase. Red Wing and Shoe Emporium will continue as preferred vendors.

Uniform, Shop Staff

18.101 Bus Drivers. The District shall provide the number of uniforms negotiated for employees in the transportation unit and pay all costs. The standard allowance, as agreed to by the District and ATU, will be guided by the market price and established each year for two five pants, one windbreaker jacket, one rain jacket, three five blouses, or the equivalent to be spent on other items. This allowance will be allocated to each member at the start of each fiscal year. At the end of each fiscal year, any balance left on a member's uniform allotment shall be rolled over for their individual use in the next fiscal year.

If Bus Driver unit members receive their uniforms and if they do not fit properly, the member can return and reorder their uniforms directly through the vendor, at no cost to them. If clothing is embroidered, then uniforms shall be returned to the District and reordered through the vendor. If items are returned, reordered and not received within the fiscal year they were ordered, the item(s) will still be provided to the unit member when they are received, even if it crosses fiscal years. Every attempt will be made to expedite returns and reordered uniforms, the cost of those items will be rolled over for the individual's use in the next fiscal year.

Mechanics and Mechanic Assistant-Fuelers will be provided with eleven sets of coveralls, five pairs of pants, five long sleeved shirts, and one jacket. All uniforms shall be laundered by the District weekly.

Inventory Control Assistants will be provided with eleven pairs of pants, eleven short sleeved shirts and one jacket. All uniforms shall be laundered by the District weekly.

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7. Article 12, Assignment

Section 12.603 Time Frame for Submitting Requests for Time Off

The Parties agree to the following revisions to Section 12.603 regarding the time frame for submitting requests for time off:

Bus driver and bus attendant RTOs must be submitted to Transportation Dispatch by 6:00 p.m. Thursday for Requests for Time Off for the following Wednesday through Tuesday, the end of the contract day for requested time off and these requests will be responded to immediately, one week (seven calendar days) prior to the day or days off requested. The District will respond regarding whether or not the RTO is approved within two full business days to the request.

For time requested a month or more in advance, management will have one week (seven calendar days) to respond. Requests cannot be unreasonably denied and the reason for the denial will be given to the member in writing. If no response is received within 5 working days, the request will be approved.

During the month of July only each year, and with prior District approval, Unit members assigned an eight-hour position for the school year, may coordinate the use of partial vacation days and partial workdays to equate to a full eight hour paid day.

[Note: For illustration purposes only, a unit member may use 4 hours of vacation and four hours of work to equate to a full eight (8) hours of pay.]

Time off will be approved for ATU representation and in meetings with the District time will begin to run from the location of the ATU Representative and will provide time for lunches and breaks as appropriate.

8. Article 9, Union Rights and Organizational Leave

The District proposes the following revisions to Sections 9.401, 9.402, 9.411:

- 9.401 Informal Conference, 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. **This meeting shall occur within (15) workdays from when the alleged violation occurred or within (15) workdays of when an employee might reasonably have known of the violation. The Supervisor shall have (15) workdays from this meeting to file to provide a response to the potential grievant employee (verbal or email).** If resolution is not **achieved informally** affected, a **formal** grievance may be filed.

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- 9.402 An employee may file a formal grievance in writing simultaneously with the president of the employee organization, the **Designated Human Resources Director** for assigned classified personnel, and his/her immediate supervisor within fifteen (15) work days from **receipt of the response to the informal meeting**, when the alleged violation occurred or within fifteen (15) work days of when an employee might reasonably have known of the violation.
- 9.411 **Failure of either party to comply with time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.**

The time limits in this Article may be extended by mutual agreement.

This Attachment A agreement together the Mediated Tentative Agreement, signed on February 1, 2022 represents the entire Agreement between the parties. There are no other written or verbal agreements between the Parties other than what is included in the February 1, 2022 Mediated Tentative Agreement and this Attachment "A" Agreement.

All other terms and conditions of the Parties' collective bargaining agreement shall remain in full force and effect, unless otherwise subsequently negotiated by the Parties.


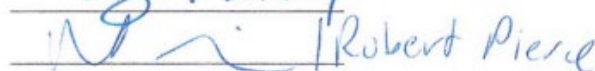
For ATU



 Anthony Booth

Dated: 2/8/22

For EGUSD

 / D. Riilly


Dated: 2/7/22

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2020/21**

Classification	Training Classes (3%)*	EXPERIENCE STEPS						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 & 6	STEP 7	STEP 8+
Bus Attendant	301	\$12.68	\$13.57	\$14.52	\$15.93	\$17.06	\$18.25	\$18.43
	302*	13.06	13.98	14.97	16.42	17.57	18.82	19.01
	303*	13.44	14.41	15.42	16.92	18.11	19.38	19.58
	304*	13.86	14.84	15.89	17.43	18.65	19.96	20.17
Office Assistant - Transportation	361	\$14.42	\$15.42	\$16.51	\$18.12	\$19.39	\$20.75	\$20.96
	362*	14.85	15.89	17.01	18.66	19.98	21.39	21.60
	363*	15.30	16.38	17.53	19.24	20.59	22.03	22.26
	364*	15.77	16.88	18.06	19.81	21.21	22.70	22.93
Mechanic's Assistant-Fuel (Day Shift)	381	\$15.29	\$16.37	\$17.51	\$19.23	\$20.57	\$22.02	\$22.24
	382*	15.76	16.87	18.04	19.80	21.19	22.68	22.92
	383*	16.23	17.37	18.58	20.39	21.84	23.36	23.59
	384*	16.73	17.90	19.16	21.01	22.49	24.08	24.33
Mechanic's Assistant-Fuel (Swing Shift)	386	\$16.53	\$17.69	\$18.94	\$20.77	\$22.24	\$23.80	\$24.04
	387*	16.98	18.22	19.51	21.42	22.91	24.52	24.76
	388*	17.48	18.78	20.10	22.05	23.60	25.25	25.50
	389*	17.96	19.35	20.71	22.72	24.33	26.01	26.29
Mechanic's Assistant-Fuel (Night Shift)	391	\$17.14	\$18.34	\$19.62	\$21.54	\$23.04	\$24.67	\$24.92
	392*	17.66	18.90	20.22	22.19	23.76	25.42	25.67
	393*	18.19	19.47	20.84	22.87	24.47	26.17	26.45
	394*	18.75	20.05	21.47	23.55	25.20	26.97	27.24
Bus Driver	401	\$16.14	\$17.28	\$18.48	\$20.29	\$21.72	\$23.24	\$23.47
	402*	16.64	17.80	19.05	20.89	22.37	23.93	24.17
	403*	17.13	18.34	19.62	21.53	23.03	24.65	24.90
	404*	17.65	18.90	20.22	22.17	23.75	25.40	25.65
Mechanic's Assistant-Tire (Swing Shift)	406	\$17.41	\$18.64	\$19.94	\$21.89	\$23.42	\$25.06	\$25.32
	407*	17.94	19.21	20.55	22.55	24.13	25.83	26.09
	408*	18.48	19.79	21.18	23.24	24.87	26.62	26.89
	409*	19.05	20.38	21.82	23.93	25.60	27.42	27.69
Mechanic's Assistant-Tire (Night Shift)	411	\$18.05	\$19.32	\$20.68	\$22.70	\$24.29	\$25.99	\$26.27
	412*	18.59	19.90	21.31	23.38	25.01	26.79	27.04
	413*	19.17	20.50	21.95	24.09	25.77	27.58	27.86
	414*	19.75	21.12	22.61	24.82	26.54	28.41	28.69
Apprentice Mechanic (Day Shift) Entry Level Mechanic (Day Shift) Inventory Control Assistant (Day Shift)	421	\$16.97	\$18.16	\$19.44	\$21.33	\$22.84	\$24.44	\$24.68
	422*	17.48	18.71	20.02	21.98	23.51	25.17	25.43
	423*	18.01	19.28	20.62	22.63	24.24	25.94	26.19
	424*	18.54	19.86	21.26	23.32	24.96	26.72	26.99

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2020/21**

Classification	Training	EXPERIENCE STEPS						
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 & 6	STEP 7	STEP 8+
Apprentice Mechanic (Swing Shift)	426	\$18.32	\$19.60	\$20.98	\$23.02	\$24.64	\$26.38	\$26.64
Entry Level Mechanic (Swing Shift)	427*	18.88	20.20	21.62	23.73	25.39	27.17	27.45
Inventory Control Assistant (Swing Shift)	428*	19.45	20.81	22.29	24.45	26.13	27.99	28.27
Journey Mechanic I (Day Shift)	429*	20.03	21.45	22.95	25.18	26.93	28.85	29.13
Apprentice Mechanic (Night Shift)	431	\$19.01	\$20.35	\$21.79	\$23.90	\$25.57	\$27.38	\$27.65
Entry Level Mechanic (Night Shift)	432*	19.58	20.96	22.44	24.62	26.36	28.20	28.49
Inventory Control Assistant (Night Shift)	433*	20.18	21.60	23.12	25.37	27.15	29.06	29.36
	434*	20.78	22.26	23.83	26.11	27.97	29.94	30.23
Bus Driver Instructor	441	\$17.74	\$18.98	\$20.32	\$22.30	\$23.86	\$25.53	\$25.79
Dispatcher	442*	18.28	19.55	20.93	22.96	24.58	26.32	26.58
Scheduling Technician	443*	18.83	20.15	21.57	23.66	25.32	27.11	27.39
Transportation Office Technician	444*	19.40	20.75	22.22	24.38	26.07	27.93	28.20
Journey Mechanic I (Swing Shift)	446	\$19.80	\$21.19	\$22.67	\$24.89	\$26.63	\$28.50	\$28.79
	447*	20.39	21.83	23.36	25.62	27.43	29.37	29.66
	448*	21.00	22.48	24.07	26.41	28.25	30.24	30.55
	449*	21.64	23.16	24.79	27.20	29.11	31.15	31.47
Journey Mechanic I (Night Shift)	451	\$20.50	\$21.95	\$23.49	\$25.78	\$27.58	\$29.52	\$29.81
	452*	21.12	22.61	24.20	26.55	28.41	30.41	30.71
	453*	21.77	23.29	24.94	27.36	29.27	31.33	31.65
	454*	22.42	24.00	25.69	28.17	30.15	32.28	32.61
Journey Mechanic II (Day Shift)	501	\$20.67	\$22.12	\$23.67	\$25.97	\$27.78	\$29.74	\$30.04
	502*	21.30	22.79	24.39	26.75	28.62	30.63	30.94
	503*	21.94	23.48	25.12	27.56	29.49	31.56	31.89
	504*	22.60	24.19	25.87	28.39	30.38	32.51	32.83
	505*	23.28	24.93	26.66	29.25	31.29	33.48	33.82
Journey Mechanic II (Swing Shift)	506	\$22.31	\$23.87	\$25.54	\$28.03	\$30.00	\$32.10	\$32.42
	507*	22.97	24.59	26.33	28.89	30.90	33.07	33.39
	508*	23.66	25.33	27.12	29.75	31.84	34.08	34.41
	509*	24.38	26.09	27.94	30.64	32.80	35.10	35.45
	510*	25.11	26.89	28.78	31.57	33.79	36.15	36.52
Journey Mechanic II (Night Shift)	511	\$23.13	\$24.76	\$26.51	\$29.08	\$31.11	\$33.28	\$33.62
	512*	23.84	25.50	27.30	29.96	32.05	34.29	34.63
	513*	24.56	26.28	28.12	30.86	33.02	35.33	35.68
	514*	25.30	27.07	28.98	31.78	34.02	36.39	36.76
	515*	26.06	27.88	29.85	32.75	35.04	37.50	37.87

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2020/21**

Classification	Training	EXPERIENCE STEPS						
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 & 6	STEP 7	STEP 8+
Lead Journey Mechanic II (Day Shift)	521	\$22.31	\$23.87	\$25.54	\$28.03	\$30.00	\$32.10	\$32.42
	522*	22.97	24.59	26.33	28.89	30.90	33.07	33.39
	523*	23.66	25.33	27.12	29.75	31.84	34.08	34.41
	524*	24.38	26.09	27.94	30.64	32.80	35.10	35.45
	525*	25.11	26.89	28.78	31.57	33.79	36.15	36.52
Lead Journey Mechanic II (Swing Shift)	526	\$24.08	\$25.77	\$27.57	\$30.25	\$32.37	\$34.65	\$35.01
	527*	24.81	26.55	28.40	31.16	33.35	35.69	36.05
	528*	25.55	27.34	29.26	32.10	34.35	36.78	37.15
	529*	26.34	28.16	30.14	33.07	35.39	37.88	38.26
	530*	27.13	29.02	31.06	34.08	36.47	39.04	39.42
Lead Journey Mechanic II (Night Shift)	531	\$24.98	\$26.73	\$28.61	\$31.41	\$33.60	\$35.94	\$36.31
	532*	25.73	27.54	29.48	32.34	34.61	37.03	37.39
	533*	26.52	28.37	30.37	33.32	35.65	38.14	38.52
	534*	27.31	29.23	31.28	34.32	36.74	39.30	39.69
	535*	28.13	30.11	32.23	35.36	37.84	40.47	40.87

Effective July 1, 2002: What was previously known as "night shift" became "swing shift" and a new "night shift" range was created.

* Advancement to training class levels is based upon units/credits earned after date of hire.

~ For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

LONGEVITY BONUS AT COMPLETION OF:	7th year	\$610	16th year	\$1,484
	10th year	\$904	19th year	\$1,781
	13th year	\$1,184	22nd year	\$2,083
			25th year	\$2,386

SUBSTITUTE EMPLOYEES:

- For substitute employment and differential leave purposes, all classified substitute employees shall be paid at step 1 of the classification, in which they substitute, or the lowest step of the classification, in which they substitute, that is consistent with the California minimum wage, whichever value is greater.
- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications, or the lowest step of the classification, in which they will substitute, that is consistent with the California minimum wage, whichever is greater.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Revised 1/31/2022: Retro back to July 1, 2020 add 2.00% to the 2020-21 salary schedule.

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2021/22**

Classification	Training	EXPERIENCE STEPS						
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+
Bus Attendant	301	\$12.93	\$13.84	\$14.81	\$16.25	\$17.40	\$18.62	\$18.80
	302*	13.32	14.26	15.27	16.75	17.92	19.20	19.39
	303*	13.71	14.70	15.73	17.26	18.47	19.77	19.97
	304*	14.14	15.14	16.21	17.78	19.02	20.36	20.57
Office Assistant - Transportation	361	\$14.71	\$15.73	\$16.84	\$18.48	\$19.78	\$21.17	\$21.38
	362*	15.15	16.21	17.35	19.03	20.38	21.82	22.03
	363*	15.61	16.71	17.88	19.62	21.00	22.47	22.71
	364*	16.09	17.22	18.42	20.21	21.63	23.15	23.39
Mechanic's Assistant-Fuel (Day Shift)	381	\$15.60	\$16.70	\$17.86	\$19.61	\$20.98	\$22.46	\$22.68
	382*	16.08	17.21	18.40	20.20	21.61	23.13	23.38
	383*	16.55	17.72	18.95	20.80	22.28	23.83	24.06
	384*	17.06	18.26	19.54	21.43	22.94	24.56	24.82
Mechanic's Assistant-Fuel (Swing Shift)	386	\$16.86	\$18.04	\$19.32	\$21.19	\$22.68	\$24.28	\$24.52
	387*	17.32	18.58	19.90	21.85	23.37	25.01	25.26
	388*	17.83	19.16	20.50	22.49	24.07	25.76	26.01
	389*	18.32	19.74	21.12	23.17	24.82	26.53	26.82
Mechanic's Assistant-Fuel (Night Shift)	391	\$17.48	\$18.71	\$20.01	\$21.97	\$23.50	\$25.16	\$25.42
	392*	18.01	19.28	20.62	22.63	24.24	25.93	26.18
	393*	18.55	19.86	21.26	23.33	24.96	26.69	26.98
	394*	19.13	20.45	21.90	24.02	25.70	27.51	27.78
Bus Driver (Note 1)	401	\$16.46	\$17.63	\$18.85	\$20.70	\$22.15	\$23.70	\$23.94
	402*	16.97	18.16	19.43	21.31	22.82	24.41	24.65
	403*	17.47	18.71	20.01	21.96	23.49	25.14	25.40
Mechanic's Assistant-Tire (Day Shift)	404*	18.00	19.28	20.62	22.61	24.23	25.91	26.16
	406	\$17.76	\$19.01	\$20.34	\$22.33	\$23.89	\$25.56	\$25.83
	407*	18.30	19.59	20.96	23.00	24.61	26.35	26.61
Mechanic's Assistant-Tire (Swing Shift)	408*	18.85	20.19	21.60	23.70	25.37	27.15	27.43
	409*	19.43	20.79	22.26	24.41	26.11	27.97	28.24
	411	\$18.41	\$19.71	\$21.09	\$23.15	\$24.78	\$26.51	\$26.80
Mechanic's Assistant-Tire (Night Shift)	412*	18.96	20.30	21.74	23.85	25.51	27.33	27.58
	413*	19.55	20.91	22.39	24.57	26.29	28.13	28.42
	414*	20.15	21.54	23.06	25.32	27.07	28.98	29.26
Apprentice Mechanic (Day Shift)	421	\$17.31	\$18.52	\$19.83	\$21.76	\$23.30	\$24.93	\$25.17
	422*	17.83	19.08	20.42	22.42	23.98	25.67	25.94
	423*	18.37	19.67	21.03	23.08	24.72	26.46	26.71
Entry Level Mechanic (Day Shift)	424*	18.91	20.26	21.69	23.79	25.46	27.25	27.53
	Inventory Control Assistant (Day Shift)							

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2021/22**

Classification	Training	EXPERIENCE STEPS						
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+
Apprentice Mechanic (Swing Shift)	426	\$18.69	\$19.99	\$21.40	\$23.48	\$25.13	\$26.91	\$27.17
Entry Level Mechanic (Swing Shift)	427*	19.26	20.60	22.05	24.20	25.90	27.71	28.00
Inventory Control Assistant (Swing Shift)	428*	19.84	21.23	22.74	24.94	26.65	28.55	28.84
Journey Mechanic I (Day Shift)	429*	20.43	21.88	23.41	25.68	27.47	29.43	29.71
Apprentice Mechanic (Night Shift)	431	\$19.39	\$20.76	\$22.23	\$24.38	\$26.08	\$27.93	\$28.20
Entry Level Mechanic (Night Shift)	432*	19.97	21.38	22.89	25.11	26.89	28.76	29.06
Inventory Control Assistant (Night Shift)	433*	20.58	22.03	23.58	25.88	27.69	29.64	29.95
	434*	21.20	22.71	24.31	26.63	28.53	30.54	30.83
Bus Driver Instructor (Note 1)	441	\$18.09	\$19.36	\$20.73	\$22.75	\$24.34	\$26.04	\$26.31
Dispatcher	442*	18.65	19.94	21.35	23.42	25.07	26.85	27.11
Scheduling Technician	443*	19.21	20.55	22.00	24.13	25.83	27.65	27.94
Transportation Office Technician	444*	19.79	21.17	22.66	24.87	26.59	28.49	28.76
Journey Mechanic I (Swing Shift)	446	\$20.20	\$21.61	\$23.12	\$25.39	\$27.16	\$29.07	\$29.37
	447*	20.80	22.27	23.83	26.13	27.98	29.96	30.25
	448*	21.42	22.93	24.55	26.94	28.82	30.84	31.16
	449*	22.07	23.62	25.29	27.74	29.69	31.77	32.10
Journey Mechanic I (Night Shift)	451	\$20.91	\$22.39	\$23.96	\$26.30	\$28.13	\$30.11	\$30.41
	452*	21.54	23.06	24.68	27.08	28.98	31.02	31.32
	453*	22.21	23.76	25.44	27.91	29.86	31.96	32.28
	454*	22.87	24.48	26.20	28.73	30.75	32.93	33.26
Journey Mechanic II (Day Shift)	501	\$21.08	\$22.56	\$24.14	\$26.49	\$28.34	\$30.33	\$30.64
	502*	21.73	23.25	24.88	27.29	29.19	31.24	31.56
	503*	22.38	23.95	25.62	28.11	30.08	32.19	32.53
	504*	23.05	24.67	26.39	28.96	30.99	33.16	33.49
	505*	23.75	25.43	27.19	29.84	31.92	34.15	34.50
Journey Mechanic II (Swing Shift)	506	\$22.76	\$24.35	\$26.05	\$28.59	\$30.60	\$32.74	\$33.07
	507*	23.43	25.08	26.86	29.47	31.52	33.73	34.06
	508*	24.13	25.84	27.66	30.35	32.48	34.76	35.10
	509*	24.87	26.61	28.50	31.25	33.46	35.80	36.16
	510*	25.61	27.43	29.36	32.20	34.47	36.87	37.25
Journey Mechanic II (Night Shift)	511	\$23.59	\$25.26	\$27.04	\$29.66	\$31.73	\$33.95	\$34.29
	512*	24.32	26.01	27.85	30.56	32.69	34.98	35.32
	513*	25.05	26.81	28.68	31.48	33.68	36.04	36.39
	514*	25.81	27.61	29.56	32.42	34.70	37.12	37.50
	515*	26.58	28.44	30.45	33.41	35.74	38.25	38.63

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
Salary Schedule #20
2021/22**

Classification	Training	EXPERIENCE STEPS						
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+
Lead Journey Mechanic II (Day Shift)	521	\$22.76	\$24.35	\$26.05	\$28.59	\$30.60	\$32.74	\$33.07
	522*	23.43	25.08	26.86	29.47	31.52	33.73	34.06
	523*	24.13	25.84	27.66	30.35	32.48	34.76	35.10
	524*	24.87	26.61	28.50	31.25	33.46	35.80	36.16
	525*	25.61	27.43	29.36	32.20	34.47	36.87	37.25
Lead Journey Mechanic II (Swing Shift)	526	\$24.56	\$26.29	\$28.12	\$30.86	\$33.02	\$35.34	\$35.71
	527*	25.31	27.08	28.97	31.78	34.02	36.40	36.77
	528*	26.06	27.89	29.85	32.74	35.04	37.52	37.89
	529*	26.87	28.72	30.74	33.73	36.10	38.64	39.03
	530*	27.67	29.60	31.68	34.76	37.20	39.82	40.21
Lead Journey Mechanic II (Night Shift)	531	\$25.48	\$27.26	\$29.18	\$32.04	\$34.27	\$36.66	\$37.04
	532*	26.24	28.09	30.07	32.99	35.30	37.77	38.14
	533*	27.05	28.94	30.98	33.99	36.36	38.90	39.29
	534*	27.86	29.81	31.91	35.01	37.47	40.09	40.48
	535*	28.69	30.71	32.87	36.07	38.60	41.28	41.69

Effective July 1, 2002: What was previously known as "night shift" became "swing shift" and a new "night shift" range was created.

* Advancement to training class levels is based upon units/credits earned after date of hire.

Note 1: This position will move to the Supplemental Driver salary schedule effective January 1, 2022 and any new hires will be placed on the Supplemental Driver salary schedule effective January 1, 2022.

~ For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

LONGEVITY BONUS AT COMPLETION OF:	7th year	\$622	16th year	\$1,514
	10th year	\$922	19th year	\$1,817
	13th year	\$1,208	22nd year	\$2,125
			25th year	\$2,434

SUBSTITUTE EMPLOYEES:

- For substitute employment and differential leave purposes, all classified substitute employees shall be paid at step 1 of the classification, in which they substitute, or the lowest step of the classification, in which they substitute, that is consistent with the California minimum wage, whichever value is greater.
- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications, or the lowest step of the classification, in which they will substitute, that is consistent with the California minimum wage, whichever is greater.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Revised 1/31/2022: Retro to July 1, 2021 add 2.00% to the 2021-22 salary schedule. Retro back to July 1, 2021 remove the two (2) year wait on step 5.

**ELK GROVE UNIFIED SCHOOL DISTRICT
AMALGAMATED TRANSIT UNION (ATU)
SUPPLEMENTAL DRIVER
Salary Schedule #40
2021/22**

Classification	Training	EXPERIENCE STEPS							
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+	
Bus Driver	401	\$21.00	\$22.49	\$24.05	\$26.41	\$28.26	\$30.24	\$30.55	
	402*	21.63	23.16	24.77	27.20	29.11	31.15	31.46	
	403*	22.28	23.85	25.51	28.02	29.98	32.08	32.40	
	404*	22.95	24.57	26.28	28.86	30.88	33.04	33.37	
Bus Driver Instructor	441	\$23.08	\$24.70	\$26.45	\$29.03	\$31.06	\$33.23	\$33.57	
	442*	23.77	25.44	27.24	29.90	31.99	34.23	34.58	
	443*	24.48	26.20	28.06	30.80	32.95	35.26	35.62	
	444*	25.21	26.99	28.90	31.72	33.94	36.32	36.69	

* Advancement to training class levels is based upon units/credits earned after date of hire.

~ For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

~ This schedule is in effect January 1, 2022 and expires June 30, 2024.

LONGEVITY BONUS AT COMPLETION OF:	7th year	\$622	16th year	\$1,514
	10th year	\$922	19th year	\$1,817
	13th year	\$1,208	22nd year	\$2,125
			25th year	\$2,434

SUBSTITUTE EMPLOYEES:

- For substitute employment and differential leave purposes, all classified substitute employees shall be paid at step 1 of the classification, in which they substitute, or the lowest step of the classification, in which they substitute, that is consistent with the California minimum wage, whichever value is greater.
- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications, or the lowest step of the classification, in which they will substitute, that is consistent with the California minimum wage, whichever is greater.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

APPENDIX D
TENTATIVE AGREEMENT, JANUARY 31, 2022

CONFIDENTIAL & PRIVILEGED MEDIATION COMMUNICATION
STATE MEDIATOR'S PROPOSED TENTATIVE AGREEMENT

PERB Case Number SA-IM-3544-E

SMCS Case No. 21-2-160

Monday, January 31, 2022

10:14 PM

The State Mediator from the State Mediation & Conciliation Service ("SMCS"), whom the Public Employment Relations Board ("PERB") has been appointed to the instant impasse to the contract negotiations between the Elk Grove Unified School District and the Amalgamated Transit Union, Local 256, strongly recommends the following confidential and privileged tentative agreement to resolve the labor dispute once and for all, as well as promote and maintain harmonious labor relations.

The mediator's proposed Tentative Agreement ("Proposed Agreement" or "Proposed Tentative Agreement" is between the Elk Grove Unified School District ("EGUSD" or "District") and the Amalgamated Transit Union, Local 256, ("ATU 256" or "Union"). Both the District and the Union may be referred to as the "PARTIES" collectively.

RECITALS

WHEREAS the PARTIES declared impasse to their contract negotiations for a successor labor agreement after their previous Collective Bargaining Agreement ("CBA") expired on June 30, 2021;

WHEREAS PERB determined an impasse existed, as a matter of fact and in law, and directed SMCS to appoint a mediator to aid the PARTIES in a good faith effort to resolve the labor dispute;

WHEREAS the state mediator met with the PARTIES on Wednesday, December 8, 2021, and Tuesday, January 4, 2022, and Monday, January 31, 2022; and,

WHEREAS the State Mediator, along with the negotiation teams from EGUSD and ATU 256, believe it is in the best interests of the PARTIES to avoid the lingering delay, along with the additional expense and uncertainty, a factfinding proceeding may cause in resolving the labor dispute;

TERMS & CONDITIONS

NOW THEREFORE after having heard the interests, needs and concerns from both the District and the Union, the state mediator humbly recommends the following proposed terms conditions for an agreement to close negotiations for a successor CBA:

1. Term. Proposed Agreement shall close the previous CBA that expired on June 30, 2021. The successor CBA shall be for a term of three years, i.e., July 1, 2021, to June 30, 2024. The Parties agree that this Agreement will completely resolve all negotiations for the 2020-21 and 2021-2022 school years. The Parties agree to reopen total compensation and two articles each for the 2022-2023 and 2023-2024 school years. Negotiations for the 2023-2024 school year shall begin in March 2024.
2. 2020-2021 and 2021-2022 Ongoing Compensation.

(SR684132)1

- a. 2020-2021 (2%). Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 ATU salary schedules consistent with the attached 2020-2021 #20 ATU salary schedule.
 - b. 2021-2022 (2%). Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 #20 ATU salary schedules consistent with the attached 2021-2022 #20 salary schedule.
3. 2021-2022 One-time Compensation. Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of two percent (2%). This one-time payment shall be paid to unit members. This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021.
4. Professional Development Day. As previously agreed upon, for the duration of this labor agreement, ATU 256 bargaining unit members will be eligible to participate in four (4) days of professional development training, which equates to approximately one half percent (0.50%) for each day for an equivalent total not to exceed approximately two percent (2%) for all four (4) days.

ATU and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to four days of professional development, outside of the unit member's contracted work hours focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

5. Comparability Study. The Parties agree to participate in a District-wide comparability study. The purpose of the comparability study is to review District positions to ensure that the District's total compensation package including salary and benefits is competitive as compared to similar public school districts.
6. One-Time Recruitment & Retention Salary Enhancement (Bus Drivers and Bus Driver Instructors).
- a. The Parties agree to implement the following One-Time Recruitment & Retention salary enhancement for Bus Drivers and Bus Driver Instructors for the pilot period of January 1, 2022 through and including June 30, 2024.
 - b. With this One-Time Recruitment & Retention Salary Enhancement, the initial step on the Bus Driver salary schedule shall be paid at the starting pay rate of \$21.00 per hour. The initial salary step for the Bus Driver Instructor shall be paid at \$23.08. The Bus Driver and Bus Driver Instructor salary schedules will be maintained to include the current annual step salary structure percentage differences and will be consistent with the attached One-time Recruitment & Retention Salary Enhancement Pilot salary schedule. These One-time Recruitment and Retention Salary Enhancement salary schedules shall be implemented retroactive to January 1, 2022.
 - c. This One-Time Recruitment & Retention Salary Enhancement for Bus Drivers and Bus Driver Instructors shall be piloted for three years and shall be included on a temporary bus driver and driver instructor pilot salary schedule.

{SR684132}2

- d. On July 1, 2024, the Parties' agree that the ATU salary schedule in place prior to the One-Time Recruitment and Retention Salary Enhancement for Bus Drivers and Bus Instructors effective on July 1, 2021 shall apply.
 - e. This piloted One-Time Recruitment & Retention Salary Enhancement for Bus Drivers shall also apply to other ATU positions (1) who are authorized and licensed to drive a school bus, and (2) when they actually are driving a student bus route, and (3) only for the period of time when they actually are driving a student bus route. This shall only apply to ATU unit members who satisfy section (e)(1) through and including (e)(3), and who earn less than the One-Time Recruitment & Retention Salary Enhancement for Bus Drivers.
 - f. This One-Time Recruitment & Retention Salary Enhancement for Bus Drivers and Bus Driver Instructors shall expire on June 30, 2024. If members are placed back on the salary schedule at the end of the 2024 negotiations, the salary schedule shall be the most current as of that bargaining year.
 - g. All new ATU employees will be advised of this agreement in writing and made aware of the possibility of the salary decrease in 2024.
7. **"Unfreeze Steps 5/6"**. Effective retroactive to July 1, 2021, the Parties agree to unfreeze steps 5 and 6 on the ATU salary schedule and to implement this "unfreeze Steps 5/6" agreement consistent with the anniversary step date movement included in the Parties' collective bargaining agreement. This means that step 6 shall be eliminated, and those on step 6 during the 2021-2022 school year shall move to Step 7 without waiting a full year on step 5/6. In addition, unit members will no longer be required to sit on step 5/6 for two years. After completing one year on step 5, they will move to Step 7. The difference between step 5 and step 7 shall be approximately 7% without any additional new step increments. The existing difference between the existing step 7 and step 8 is approximately 1%. Before this "unfreeze Steps 5/6" agreement is implemented, the Parties will sign off on the new 2021-2022 unfrozen salary schedule.

[For example: Anyone placed on step 6 during the 2021-2022 school year, who would have moved on their anniversary date if the schedule had been unfrozen between July 1, 2021 and June 30, 2022, will move to Step 7 during the 2021-2022 school year effective on his or her anniversary date.]

8. **New Contract Language**. CBA Article 15 shall be entitled, "EGUSD's 'Transportation Safety Valve'" and shall read,

15. Bus Driver Shortage and Absences Temporary Coverage (2021-2022, 2022-2023, and 2023-2024 School Years)

- a. *The Parties agree, as a last resort, for the 2021-2022, 2022-2023, and 2023-2024 school years, the District is authorized to assign qualified substitutes, employees and contracted bus driver services, to cover routes when there is a shortage of sufficient bus drivers to cover all existing routes.*
- b. *It is the intent of the Parties to limit the use of contracted bus drivers consistent with this Agreement, and the Parties agree that references to contracted services in this Agreement refer to Home to School and Special Education Transportation and does not address current use of Coach services.*

{SR684132}3

- c. *The Parties agree to meet regularly throughout the 2021-2022, 2022-2023 and 2023-2024 school years to identify additional options to provide route coverage for the bus driver shortage crisis.*
 - d. *The District and ATU will continue to explore ways to identify substitute bus drivers from other public agencies that include ATU members. If, during the course of this agreement, it is found that the process of assignment is negatively impacting the wages, hours and working conditions of ATU workers, the parties agree to meet and confer to agree on possible solutions.*
 - e. *The Parties agree to eliminate the use of any contracted service providers as bus driver position vacancies are filled with ATU unit member bus drivers. No contracted bus driver services shall supplant the opportunity/position for an existing unit member.*
 - f. *Transportation must utilize all bus drivers with valid bus driver licenses to drive buses to the greatest extent feasible prior to using outside contracted workers. The Parties agree that the District will contract with bus drivers outside of ATU up to fifty percent (50%) of the current FTE bus driver vacancies. The union will be provided with an updated FTE vacancy list weekly, if the list changes, and a list of all current contracted employees.*
 - g. *At the end of the 2023-2024 school year the District shall eliminate any contracted bus driver positions as referenced in Section 15(a) above.*
 - h. *Nothing in this agreement shall create a precedent regarding the outsourcing of ATU work. Furthermore, this agreement shall not be used to establish a past practice argument for any of its contents.*
 - i. *The District makes no assurances regarding any CalPERS eligibility and entitlements.*
9. The PARTIES agree to this total compensation proposal and all other proposals tentatively agreed to by the PARTIES prior to mediation, the "Bus Driver Shortage and Absences Temporary Coverage (2021-2022, 2022-2023, and 2023-2024 School Years)" agreement prepared on Monday, January 31, 2022, and together these agreements will be incorporated, hereto, the Proposed Tentative Agreement. All other tentative agreement reached prior to mediation are attached hereto and initialed signifying agreement. Both PARTIES shall withdraw all other proposals.
10. This Tentative Agreement shall be finalized immediately after each negotiations team receives authority from their respective Boards to enter into the Proposed Tentative Agreement.

Confidentially and as part of the Mediation process, knowing that the above Terms & Conditions are outside the authority given to the PARTIES the state mediator recognizes that the Proposed Tentative Agreement is subject to the approval of the Board of Trustees ("School Board") and to a ratification vote by ATU Local 256 bargaining unit. The Proposed Agreement shall be presented confidentially to the

(SR684132)4

School Board in a closed session to determine whether the negotiations team will be given authority to enter into the Proposed Agreement and, similarly, the Proposed Agreement shall be presented to the Union's Executive Board during a confidential meeting.

Respectfully submitted,

Jun G. Payoyo, PERB-SMCS Presiding Conciliator
State Mediator assigned to PERB Impasse Case No. SA-IM-3544-E

With their signatures below, members from the negotiation teams for the EGUSD and ATU 256 simply acknowledge receipt of the State Mediator's Proposed Tentative Agreement.

David Reilly
Date: 2/1/22

Anthony Booth
Date: Feb. 1, 2022

Robert Pierce
Date: 2/1/22

Date: _____

Karen M. Reyes
Date: 2/1/22

Date: _____

Date: _____

Date: _____

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:jgp

(SR684132)5

APPENDIX E
MEMORANDUM OF UNDERSTANDING, JANUARY 21, 2022

Memorandum of Understanding
Between
Elk Grove Unified School District
and
Amalgamated Transit Union, Local 256

COVID-19 Paid Sick Leave

January 21, 2022

Expires on June 30, 2022

This is a Memorandum of Understanding ("MOU" or "Agreement") between the Elk Grove Unified School District ("District") and the Amalgamated Transit Union, Local 256 ("ATU"), collectively referred to hereinafter as "the Parties," regarding the Parties' Agreement regarding District COVID-19 sick leave.

AGREEMENT

The Parties agree to the following regarding COVID-19 Paid Sick Leave:

Effective retroactive to October 1, 2021, and if the California COVID-19 Supplemental Paid Sick Leave law is not replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law during the term of this Agreement, then for the term of this Agreement, the District agrees to provide the equivalent of a maximum of ten (10) days of COVID-19 Paid Sick Leave to eligible unit members consistent with this Agreement.

1. If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order or is replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law, then the Parties agree to meet and negotiate the effects of this new leave.
2. Consistent with all terms of this District COVID-19 Paid Sick Leave Agreement, eligible unit members are entitled to a maximum of ten (10) days of District COVID-19 Paid Sick Leave for the period of October 1, 2021, through and including June 30, 2022.
3. Beginning retroactive to October 1, 2021, employees, who are not directed by the District to quarantine, will be required to provide official medical verification, or proof of vaccine for leave for reasons related to vaccine side-effects, or proof of a positive COVID-19 test result in order to be eligible for this District COVID-19 Paid Sick Leave. If a situation does not fall within any of the above referenced means of verification, the unit member may appeal to the Chief Human Resources Officer for review.

4. When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19-related workers' compensation and Cal-OSHA laws shall apply and employees shall follow the relevant Workers' Compensation processes.

5. In the event that a unit member has questions related to available leaves or has concerns about the exhaustion of available leaves, the unit member may contact the Human Resources Department for guidance.


6. This District COVID-19 leave is unique unto its own circumstances and shall in no way set a precedent for any other agreements in the future, and furthermore, no party hereto shall cite this Agreement or its term as past practice for any purpose in the future.

7. Upon signature of this Agreement by both Parties, the Parties agree that this District COVID-19 leave takes effect retroactively to October 1, 2021, if official proof of vaccine or official proof of a positive COVID-19 test is provided by the unit member to the unit member's supervisor.

8. The Parties agree that this is the complete agreement between the Parties and that they agree that there are no other written or verbal agreements regarding the subject matter of this COVID-19 District leave.

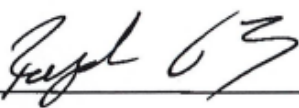
9. The Parties agree that this Agreement regarding District COVID-19 paid leave shall expire on June 30, 2022.

For Elk Grove Unified School District



Dated: 1/21/22

For ATU



Dated: 1-21-2022

APPENDIX F
MEMORANDUM OF UNDERSTANDING, DECEMBER 15, 2021

**Memorandum of Understanding
Between
Amalgamated Transit Union, Local 256
and
Elk Grove Unified School District**

December 15, 2021

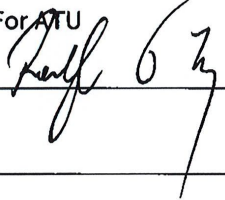
Summer of 2022 Agreement

This is a Memorandum of Understanding ("MOU" or "Agreement") is between the Elk Grove Unified School District ("District") and the Amalgamated Transit Union, Local 256 ("ATU"), collectively referred to hereinafter as "the Parties", regarding the assignment of Field Trip Utility Drivers (FTUD) to six-hour summer hours assignments.

Agreement

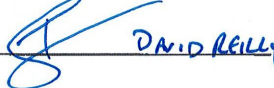
1. The Parties agree that during the period of the summer 2022 reduced schedule summer months, all permanent FTUD drivers shall be assigned to work six-hour summer assignments.
2. The Parties agree these six-hour hour FTUD assignments shall end on August 10, 2022, and that FTUD drivers will return to original eight-hour assignment beginning on August 11, 2022.
3. The Parties agree that this is the complete agreement between the Parties, and that there are no other verbal or written agreements regarding the subject matter of this Agreement.
4. The Parties agree that this Agreement shall expire on August 11, 2022 and shall not create a precedent for any purpose.

For ATU



Dated: 12-15-2021

For EGUSD



Dated: 12/15/2021

{SR668891}

APPENDIX G
SIDE LETTER, DECEMBER 15, 2019

Side Letter of Agreement
Between
Elk Grove Unified School District
And
AMALGAMATED TRANSIT UNION
MINIMUM WAGE LAW IMPLEMENTATION

December 17, 2019

This is a Side Letter of Agreement ("Agreement") between the Amalgamated Transit Union ("ATU") and Elk Grove Unified School District ("District"), and when referred to together, "the parties" regarding implementation of California Minimum Wage laws.

The parties agree to the following:

1. The parties have met and negotiated regarding ATU salary schedules and the implementation of California Minimum Wage laws.
2. New Unit Members. Effective beginning January 1, 2020, any new unit member shall be placed on the first step of the salary schedule for the unit member's job classification that satisfies California minimum wage laws and that complies with the provisions pertaining to step placement based upon experience included in the parties' collective bargaining agreement.
3. Existing Unit Members. Effective beginning January 1, 2020, any unit member earning an hourly base rate that is less than the California minimum wage will be granted a step increase effective January 1st of that year to the next step that is at a minimum equal to the California minimum wage.
4. Step Anniversary. If a unit member is granted a step increase effective on January 1st of a year in order to be placed on a step that is equal to the California minimum wage, then their "Step Anniversary" shall be January 1st of each year thereafter. "Step Anniversary" shall only be used for purposes of this Agreement.

[Note for illustration purposes: If a unit member is advanced on the salary schedule on January 1, 2020 in order to be placed on a step that is equal to the California minimum wage, then all future annual step increases shall occur when a step is available each January 1st. The unit member's original step date shall no longer apply for purposes of future annual step increases.]

5. Differential Pay. Effective beginning January 1, 2020, the hourly rate used to calculate differential pay, as defined by the California Education Code for purposes of (a.) long-term accident and illness leave and (b.) parental leave, shall be based upon the first step of the unit member's job classification or the California minimum wage, whichever is higher.

{SR396145}1

6. The parties agree that all of the terms of the parties' collective bargaining agreement that apply to compensation, salary schedules, percentage increments between steps, step placement, and step movement, shall be superseded by the terms of this Agreement. The parties agree to incorporate the terms of this Side Letter of Agreement regarding implementation of California Minimum Wage Laws into the parties' future 2019-2020 Tentative Agreement.

7. Unless included in this Agreement or in a subsequent written agreement between the parties, the parties agree that the terms of this Agreement do not otherwise modify any other term of the parties' collective bargaining agreement regarding compensation. This Agreement represents the entire Agreement between the parties.

ATU

Ramona Ke
John
 Patricia Kennedy
 Denuesha Ray
 Roger P.
 Chasen Fote
 John Rao

Elk Grove Unified School District

[Signature]
[Signature]
 Jeff Lujan
[Signature]
 Karen Bergard
 Kelly Hayes
[Signature]

Dated: 12/17/19

Date: 12/17/19

APPENDIX H
CONTRACT UPDATE AND REVISION, DECEMBER 12, 2022

**Elk Grove Unified School District
and
Amalgamated Transit Union, Local 256
regarding
Contract Updates and Revisions from 2020-2021 and 2021-2022 Negotiations
December 12, 2022**

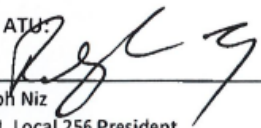
The Elk Grove Unified School District and Amalgamated Transit Union, Local 256 entered an agreement to settle negotiations for the 2020-2021 and 2021-2022 school years on February 1, 2022.

EGUSD and ATU acknowledge that the updates have been completed in accordance with the agreements reached on February 1, 2022.

For EGUSD: 

David E. Reilly
Associate Superintendent

12/12/22
Date

For ATU: 

Ralph Niz
ATU, Local 256 President

12-12-2022
Date

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