

ARTICLE I

RECOGNITION

- 1.0 Pursuant to the "Certification of Representative" by the Public Employment Relations Board (PERB), State of California, on the 17th day of December, 1980, the California School Employees Association Chapter 652, was certified as the exclusive representative of the classified employees of the Antelope Valley Schools Transportation Agency with the following exclusions:

All casual or limited term personnel such as substitutes in any capacity, students, employees, consultants, doctors, and any other personnel whose primary employment is elsewhere; all management and/or supervisory employees within the meaning of Government Code Sections 3540.1(g) and (m), such as Chief Executive Officer, Fleet and Facilities Manager, Scheduling Supervisor, Accounting Manager, Safety/Training Manager, Training Supervisor, Transportation Security Supervisor, Operations Managers (Transit and Special Needs), Human Resources Manager and all confidential employees within the meaning of Government Code Section 3540.1(c) such as Administrative Secretary to the Chief Executive Officer.

- 1.1 The Association, in turn, recognizes the Agency as the duly elected representative of the people and agrees to negotiate exclusively with the Agency's Negotiation Team through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or management employee.
- 1.2 The Association agrees that this represents the appropriate unit. The Agency and/or the Association shall have the right to seek clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the Agency and the Association.
- 1.3 Disputes concerning this Article are not subject to the grievance provisions of Article XIX. THE ASSOCIATION agrees to meet with the Agency prior to filing a complaint with PERB.

ARTICLE II

DEFINITIONS

- 2.0 Accumulated Sick Leave: Amount of earned but unused sick leave that a unit member has carried over from a previous school year.
- 2.1 Bargaining Unit Seniority: All hours in paid status, excluding overtime, in class or higher classes or higher classes with the Agency.
- 2.2 Bumping Right: The right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 2.3 Class: Any group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.4 Classification: The act of placing in a class and shall be construed to mean that each position in the unit shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position and the regular monthly salary range for each such position.
- 2.5 Contracted Route: A route that has guaranteed hours and that has a starting and ending date.
- 2.6 Day: Except as otherwise provided in this Agreement, a "day" is defined as a day the Agency is open for business.
- 2.7 Differential: A salary allowance in addition to the basic rate or schedule based upon additional skills,

responsibilities, hours of employment, or distasteful or hazardous work.

- 2.8 Guarantee Time: Right of employee to work up to contracted route time.
- 2.9 Hire Date Seniority: Secured by hours in paid status in the Agency.
- 2.10 Industrial Accident or Illness: An injury or illness arising out of or in the course of employment with the Agency.
- 2.11 Longevity Seniority: The accumulation of years of service earned by unit members from employment in the participating district and the Agency.
- 2.12 Permanent Employee: Classified unit members who have passed their probationary period.
- 2.13 Qualified Bus Driver: To be eligible to bid, a driver must have a license and appropriate credentials; the driver must meet state and federal requirements for California school bus drivers and must be proficient on required equipment.
- 2.14 Reclassification: The upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
- 2.15 Reemployment List: A list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.16 Route Time: Actual time spent on the route; also, previously referred to as "packet time."
- 2.17 Substitute Employee: Per Education Code section 45103, any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the Agency is then engaged in a procedure to hire a permanent employee to fill a vacancy, the vacancy may be filled through the employment, for not more than 60 calendar days, of one or more substitute employees.
- 2.18 Summer School: Beginning and ending dates for summer school, as determined by member districts.
- 2.19 Traditional School Year: When a school year at a specific school begins and ends for all of the students on the campus on the same days, as determined by member districts. The traditional school year will generally begin in August and end in June. The traditional school year will be determined by the calendar committee.
- 2.20 Year-Round School Year: Schools that have students that attend a multi-track school environment.

ARTICLE III

HOURS OF EMPLOYMENT

- 3.0 Workday: The length of the workday shall be designated by the Agency for each unit member in accordance with the provisions set forth in this agreement. The workday for each unit member shall be established and regularly fixed, and any change to the starting and ending time(s) in excess or decrease of forty (40) minutes, which can be placed on any other assigned route without additional cost to the Agency, shall be by mutual agreement. Driver's guaranteed time shall be the same as the contracted route time.
- 3.1 Workweek: The workweek for full-time unit members shall be forty (40) hours rendered in units of eight (8) hours. The workweek shall consist of five (5) consecutive workdays, normally Monday through Friday, for all unit members. The Agency retains the right to extend the regular workday or workweek when it is deemed necessary to carry out the Agency's business.
 - 3.1.1 All Saturday and Sunday work shall be at the Agency's discretion, other than field trips which will

be assigned off the overtime rotation list. Unit members who are required to work on Saturday or Sunday are eligible for overtime, provided they meet the requirements set forth in Section 3.10. During summer, the Agency may not be required to offer Saturday or Sunday trips to any bus driver who declines a Monday through Friday trip in the same week.

- 3.2 Adjustment of Assigned Time: An unit member who works the same additional assignment, for a minimum of eighteen (18) minutes per day in excess of the unit members' regular assignment for a period of twenty (20) consecutive working days or more, including any minimum day initiated by schools shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. This adjustment will not apply to a temporary assignment from a contracted route. Adjustment of guarantee time and fringe benefits shall be retroactive to the first day of the assignment. Health Insurance in 4.11 for part-time employees is not retroactive.
- 3.2.1 Minimum days or other changes in school schedules initiated by schools during the school year may necessitate changes in Agency schedules. Agency schedule changes may be made to accommodate the special school schedules by changing the time of the workday, but will not be used to reduce the total daily assigned hours, except by mutual agreement or in accordance with Education Code section 45114 et. seq. At the Agency's discretion other duties may be offered to make up to the regularly assigned daily hours or if mutually agreeable, the unit member may voluntarily take unpaid time off for non-driving time. Unit members will be given reasonable notice of changes to their schedules due to changes in school calendars. Daily make-up hours for Drivers and Bus aides shall be filled in the following order, prior to permanent route additions: (1) unit members with the most make-up time within the area; (2) seniority.
- 3.2.2 A driver shall be allowed to give up an assignment of less than daily time in order to accept a permanent daily assignment, provided that the released assignment can be covered by another driver without overtime.
- 3.3 Meal Periods: An unpaid duty-free meal period of not less than thirty (30) minutes shall be provided to all unit members who render service of at least five (5) consecutive hours or more per day. The lunch period shall be assigned by the immediate supervisor, and shall be taken by the unit member.
- 3.3.1 Field Trips: For the purpose of field trips, an unpaid duty-free meal period of not less than thirty (30) minutes shall be provided all unit members who render service of at least five (5) consecutive hours or more per day.
- 3.3.1.1 Any unit member who accepts a field trip may elect to waive the provisions of this section and shall be paid for such time at the appropriate rate of pay. Such waiver disqualifies the employee from actual meal reimbursement.
- 3.4 Rest Period: Unit members will be provided one (1) compensated period of fifteen (15) minutes for each full four (4) consecutive hours of work per day, to include bus drivers. Supervisors shall schedule rest periods for unit members at times least disruptive to the operation of the department and as near the mid point as possible. If a schedule does not lend itself to a rest period at mid point, then rest periods will be added at the end of the schedule before clean up.
- 3.4.1 Rest periods shall not be used to lengthen the lunch period or shorten the workday.
- 3.4.2 Shop personnel shall be allowed time, as needed, to clean hands before lunch and breaks.
- 3.5 Start Up/Clean Up Time/Fuel Time: Bus drivers shall receive one five (5) minute period at dispatch in the main yard for check in and one twenty (20) minute period for a pre-trip inspection before the first run of the day to check out the bus. Bus drivers shall receive one twenty (20) minute period for pre-trip inspection and bus check out should the driver be required to use a different bus during the same workday. Bus drivers shall receive one five (5) minute period at dispatch in the main yard for check in between the morning and mid-day and mid-day and afternoon runs. Bus drivers shall receive one fifteen (15) minute period for clean-up, post-trip inspection, lock up and paperwork after the p.m. run. Ten (10) minutes will be allowed when driver is required to fuel bus. The bus driver has the responsibility to notify the supervisor (via dispatch) immediately if they are having a problem with the fueling which would require more than ten (10) minutes,

and the supervisor may approve additional time. Time of fueling may be assigned by supervisor. All breaks and other compensated time will be recorded by the bus driver on the time sheet.

3.5.1 In addition to the post-trip cleaning set forth in section 3.5, drivers shall be required to clean their bus, inside and outside on a weekly basis. Drivers will receive one thirty (30) minute period to clean the inside and outside of their bus each week.

3.6 Non Home-to-School trips: Bus drivers and bus aides on non home-to-school trips who are required to remain for the duration of the events for which the trip is made, shall be paid for all hours at the appropriate rate of pay.

3.7 Home-To-School Runs:

3.7.1 Stand-by Time: Drivers on daily runs shall be paid for all stand-by time between runs if prior to the run the driver is directed not to return to the assigned parking site between runs. The supervisor may assign other duties to drivers while they are on stand-by or other paid idle time. To qualify for paid status, at the beginning of each period of stand-by or other idle time drivers shall report to the supervisor regarding his/her availability to perform other duties.

3.7.2 Layover Time: Drivers returning to assigned parking site shall be paid for all layover time of thirty (30) minutes or less.

3.8 Shift Differential: Any unit member, except bus drivers, working the second shift, defined as unit members working at least four (4) hours between six (6) p.m. and four (4) a.m., shall receive a differential of five percent (5%) above the regular rate of pay for the classification.

3.8.1 An employee who receives a shift differential shall suffer no reduction in pay when assigned temporarily to a day shift for twenty (20) working days or less.

3.9 Overtime:

3.9.1 Overview. Non-driving positions shall be offered overtime by bargaining unit seniority by classification within the department/area. Driving positions shall be offered overtime as set forth below:

3.9.1.1 Overtime compensation for unit members who work in excess of eight (8) hours per day or forty (40) hours per week shall be equal to time and one half his/her regular rate of pay (equaling 1.5 times) for hours worked.

3.9.1.2 When a unit member is required to work on a holiday, he/she shall receive his regular pay for the day, plus time and one half his/her regular rate of pay (equaling 2.5 times his/her regular rate of pay), for hours worked.

3.9.1.3 Employees who provide service to the Agency for five (5) consecutive workdays averaging four (4) hours or more per day shall be compensated on the sixth (6th) and seventh (7th) day following commencement of the work week at the rate of time and one-half his/her regular rate of pay (equaling 1.5 times his/her rate of pay) for the hours worked.

3.9.1.4 Overtime may be limited to a maximum of eighty (80) hours per month, unless the overtime worked by the unit member was "suffered" or "permitted" by the supervisor in accordance with the Fair Labor Standards Act (FLSA).

3.9.1.5 Right to Refuse Overtime: Unit members shall have the right to refuse overtime. Should an assignment be refused by all members in a classification, the assignment shall be assigned to the unit member(s) with the least seniority.

3.9.1.6 Except in emergency situations, unit members are required to receive advanced approval of overtime.

- 3.9.2 Except as provided in the "Extra Hours" section, assignment of non home-to-school trips shall be by rotation among permanently assigned driving positions using the method set forth in this subsection.
- 3.9.2.1 The overtime rotation list will consist of a listing of all permanently assigned bus drivers. When drivers become permanent, they shall be added to the overtime rotation list. They will be given the highest number of hours posted on the overtime rotation list. This list shall show trips, daily overtime, not qualified, refused, actual worked, and total accumulation.
- 3.9.2.2 To be qualified and considered for "out-of-service area" assignments, a driver must: (1) have completed their probationary period, (2) have successfully completed class training and behind-the-wheel training prescribed by the Agency and (3) be proficient on all "out-of-service area" buses. Said course class training and behind-the-wheel training shall not require more than eight (8) hours unpaid time. Drivers must remain current on proficiencies (drive transit bus within three (3) months) to continue to be eligible for out of service area trips.
- 3.9.2.3 For purpose of this Article, "out-of-service area" is defined as follows:
North = County Line (Kern)
East = County Line (San Bernardino)
South = Pearblossom Hwy
West = 300th St West
- 3.9.2.4 Overtime trips shall be assigned by the computer with an overall objective of keeping overtime amongst all qualified drivers equal. Overtime will be assigned to the qualified driver with the least number of accumulated overtime hours. Equalization shall be continually in effect through the year. On July 1st of each year, all overtime hours shall be returned to a zero (0) balance and the order will remain the same. Overtime hours will be continually added through June 30th, and then the same recalibrating procedure will be applied.
- 3.9.2.5 If the assigned driver is absent any part of the regular contracted assignment two (2) days before the trip, assigned trips will be reassigned to the next driver in rotation order. The actual hours of the trip will be charged against the absent driver as well as the assigned driver. Unit members on jury duty, pre-registered, out-of-town, weekend T-01 workshop(s) (upon attendance verification) bereavement leave, or on a pre-approved paid vacation, will not be charged for a trip.
- 3.9.2.6 For a chargeable trip offered three (3) days or more prior to the trip, the driver has until the end of the next a.m. route (within ten (10) minutes after checkout) to accept/deny or be charged. Less than three (3) days, the driver has five (5) hours to reply or be charged. Non-chargeable trips (less than one (1) day per contract) require immediate response. Contract Section 3.9.2.7 will be followed.
- 3.10.9.6.1 Drivers shall be charged for a trip, when the trip is rejected, unless the driver(s) is given less than one (1) working day's notice prior to a scheduled recess, i.e., Thanksgiving, winter and spring break. Trips during Thanksgiving, winter, and spring breaks will be non-chargeable trips.
- 3.9.2.7 The overtime rotation list shall be posted in the drivers' room. The overtime rotation list will be updated after every pay period to show actual overtime hours, refused hours, and the order of the next drivers.
- 3.9.2.8 At any time, drivers may sign a waiver to remove themselves from being asked their availability for trips. Drivers may also request, in writing, at any time that they, once again, are available for trips.

- 3.9.2.9 All multi-day trips shall be assigned to the same driver.
- 3.9.2.10 All out-of-service area trips and multi-day trips shall be assigned off the overtime rotation list.
 - 3.9.2.10.1 Any trip within the service area (local trip) where seniority hours (straight time) are accrued shall be by seniority.
 - 3.9.2.10.2 Trips entirely assigned on paid holidays shall be assigned by the overtime rotation list.
- 3.9.2.11 If the acceptance of an extra or out-of-service area trip would cause a driver (from the time of first reporting to work until the duty is completed) to exceed the maximum of sixteen (16) hours in one (1) day or would make the minimum of eight (8) hours of duty time before the start of the next assigned shift impossible, the driver's morning assigned runs may be changed or reduced by the Agency, on the day of the trip and/or the day after the trip, not to include, unless necessary, regular extra assigned runs that do not continue from the first run.
- 3.9.2.12 At the Agency's discretion, trips that are assigned off the seniority list may have part of their assigned route covered in order to eliminate excessive overtime. In these situations, the driver will retain their minimal guarantee.
- 3.9.2.13 During summer, the Agency may not be required to offer Saturday or Sunday trips to any bus driver who declines a Monday through Friday trip in the same week. Summer trips will only be assigned to contracted trip certified drivers.
- 3.9.2.14 On multi-bus trips, if the number of busses assigned to a trip is reduced, the least senior driver(s) shall be released from the trip.

3.9.3 Trip drivers

- 3.9.3.1 Trip drivers shall be the first to do weekday trips, even if minor overtime is anticipated.
- 3.9.3.2 Minor overtime is defined as 55 (fifty five) minutes or less.
- 3.9.3.3 Trip drivers are not subject to this subsection for assigned weekday (Monday through Friday) trips. However, assigned weekend (Saturday or Sunday) trips will be reassigned to the next driver in order, if the assigned trip driver is absent any part of the contracted assignment two (2) days before the trip. The actual hours of the weekend trip will be charged against the absent trip driver as well as the assigned driver.
- 3.9.3.4 Trip drivers shall be qualified in both special needs and transit departments, which includes wheelchair qualifications, and bus proficiencies. Trip drivers shall remain proficient in all Agency equipment.
- 3.9.3.5 On multi-bus trips, if the number of buses assigned to a trip is reduced, the least senior driver(s) shall be released from the trip.

3.10 Compensatory Time: Twelve (12) month employees and office employees are only eligible to receive compensatory time. Compensatory time election shall be by mutual agreement of the employee and the Agency prior to the assignment.

- 3.10.1 Compensatory time shall be computed at the rate of one and one-half hours (1.5 hours) for every hour worked.
- 3.10.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the Agency within twelve (12) months of the date it was earned. A cap of (eighty) 80 hours of compensatory

time will be allowed, unless the overtime worked by the unit employee was "suffered" or "permitted" to work by the supervisor in accordance with the Fair Labor Standard Act.

- 3.10.3 Compensatory time not taken within the specified time limit shall be paid at the rate which it was earned.
- 3.11 Call-In/Call-Back Time: Any employee called in or back to work before the first a.m. or after last p.m. assigned time shall be paid for a minimum of two (2) hours of pay at the appropriate rate. Such required work time shall not be used by the Agency to shorten the employee's regular work day. Shall include all bus drivers and comply with the provisions in "Extra Hours" and "Overtime".
- 3.12 Work Year: The work year for the following classified positions will be: one (1) transit dispatcher at twelve (12) months, three (3) dispatchers at eleven (11) months, and one (1) Field Trip Clerk at twelve (12) months.

Article IV

Bus Routes and Bidding

- 4.1 Bus Routes: Daily bus routes shall be assigned by bargaining unit seniority using the bidding process. The driver with the greatest bargaining unit seniority who is qualified shall select his/her route first and the process shall proceed in descending order until all routes are taken. The bus aide with the greatest amount of seniority who is qualified shall select his/her route first and the process shall proceed in descending order until all routes are taken.
- 4.2 There will be two (2) bids, a Start-up Bid and a Main Bid, at the beginning of each school year. The Start-Up Bid shall be accomplished prior to the start of the first semester. Routes bid at Start-Up Bid will last no longer than four (4) weeks. The Main Bid will be held no later than four (4) weeks after the start of school. Routes bid at the Main Bid will last the entire traditional school year. Health and welfare benefits will be based on the contracted hours in effect after the Main Bid.
- 4.2.1 The Agency shall notify all drivers of both bid days and times at least ten (10) calendar days prior to the day of the Start-Up and Main Bid.
- 4.2.2 Failure to bid at the Start-Up Bid will result in forfeiture of seniority placement at Main Bid. Drivers who fail to bid at the Start-Up Bid will be placed at the bottom of the seniority list after all eligible drivers at the Main Bid and then will bid in seniority order.
- 4.2.3 For both the Start-Up and Main Bids, the bid board shall be made available for review no later than 12:00 p.m. of the work day prior to the bid day. It is understood that changes may be made to the bid board after it has been made available for review. Bidding shall not occur prior to 7:00 a.m. on the bid day. A bidder will be scheduled by seniority in five (5) minute intervals. If a driver does not bid within five (5) minutes of his/her scheduled bid time, the next driver may proceed to bid the remaining routes. Drivers unable to attend the bids may authorize an employee to bid on his/her behalf. The proxy statement shall be in writing, and approved by the employee's supervisor, prior to the bid. The bid process shall proceed until there is a driver out driving, or due to go out in ten (10) minutes. If possible, mid-days shall be covered or switched with another mid-day.
- 4.2.4 Main Bid contracts shall state that there will be one starting and one ending date. These dates shall be established by the calendar committee. Routes may have increasing or decreasing times, which will be identified on the original Main Bid contract. The Main Bid contract shall also state that the routes may increase up to a maximum of forty (40) minutes throughout the traditional school year. Should the route increase by over forty (40) minutes, the assignment shall be offered in accordance with extra hours.
- 4.3 All drivers qualified in both departments may bid on special needs or transit routes. If qualified in both departments, the driver shall be required to work in the special education or regular education department to meet the needs of the Agency and that department on any day. The following procedures will be utilized by the Agency in the assignment of drivers to routes:

- 4.3.1 Drivers who have the most make-up time will be required to move to meet the needs of the Agency first, followed by Drivers with time to give up to 8 hours, then Drivers off the overtime rotation list.
- 4.3.2 Unless mutually agreed upon, drivers qualified in both departments shall be subjected to assignment outside of their contracted department, a maximum of five (5) days per month.
- 4.4 Route Planning: THE ASSOCIATION and the Agency agree to try to meet an objective of maximum hours to drivers with a minimum cost to the districts.
 - 4.4.1 To obtain this objective, THE ASSOCIATION shall appoint a planning committee to work with the Agency for the purpose of planning routes.
 - 4.4.2 This committee shall meet in July with the Agency to review the surveys, possible changes to routes, and to give input to try to meet the objectives.
 - 4.4.3 This committee shall meet a minimum of two (2) weeks before the Main Bid to address the issues and schedule any additional meetings to help with routes for the bid. Should a school district not submit its routes timely, the committee shall meet as soon as reasonably possible.
 - 4.4.4 Drivers must be qualified on the bus assigned to a route. If the driver is not proficient, the Agency shall provide priority proficiency training.
 - 4.4.5 After the Main Bid, the Agency may immediately assign unbid routes.
 - 4.4.6 Every reasonable attempt will be made to leave the same bus on the same route.
- 4.5 Any regular route that is not on the bid board on the day of the bid shall be offered to the senior driver(s) not to exceed eight (8) hours.
- 4.6 Mid-day routes that do not continue from or continue into the next run shall be paid a minimum of one (1) hour.
- 4.7 During traditional school year, cover drivers and bus aides shall have no less than a 5.20 hour guarantee. A cover driver's 5.2 hour guarantee will be adjusted upward after a cover driver drives in excess of the 5.2 hour guarantee for twenty (20) consecutive days. The new guarantee will be the average number of hours the cover driver drives during this twenty (20) consecutive day period.
- 4.8 When regular route vacancies occur during the year and the Agency determines that a vacant route is available, a bid process will be offered for drivers on a voluntary basis to select an open assignment. Vacant routes will be posted within ten (10) calendar days after the vacancy at each bus overnight parking area for a period of five (5) calendar days. The notification will contain pertinent information on the route including guaranteed time, planned parking location, bid close out date and time, and the effective date of implementing the assignment. At Agency discretion, the guaranteed time may increase up to a maximum of forty (40) minutes throughout the school year with prior notification to employees. Implementation shall be no later than three (3) calendar days after the bid. Interested drivers shall arrive no later than 5:00 p.m. on the close out date for bidding.
- 4.9 Except for bereavement, vacation, personal necessity for less than five (5) days, family care and medical leave, jury duty leaves, and absences due to a subpoena in a matter in which the driver is not a party, drivers on any leave who are eligible to return to work without restriction, must show proof of availability to accept assignment three (3) working days prior to the bid date. Failure to provide such certification, or failure to return to work without restriction prior to the bid process will result in the driver's removal from the bid process and the minimum guarantee assignment will be used for benefit and pay calculation upon return. Any driver who has been on leave status within fifteen (15) calendar days within the award of a bid who, after the effective date of the bid assignment, is absent five (5) consecutive days or more for the same reason the leave was granted, shall forfeit his/her bid assignment. Those drivers who forfeit their bid

assignment when they are eligible to return to work without restriction will be given a minimum guarantee assignment.

- 4.10 Absences of ten (10) working days within a five (5) month period will result in the employee's route being rebid. The employee will not retain the guaranteed hours of the original bid, nor the health benefits attached to the guaranteed hours, but will be given the opportunity to select a route during the next bid process. However, the employee may not bid on the vacated route within the same school year. The affected employee will be offered work before a substitute employee. The Agency will notify the employee when eight (8) absences are recorded during a five (5) month period. This provision will not apply to Industrial Accidents, necessary surgery, bereavement leave and pregnancy leave. For necessary surgery, the Agency must receive notification from the employee's doctor stating that surgery is necessary within a given period of time. An employee on a leave of absence for five (5) consecutive days or more will not have these five (5) days or more count toward the ten (10) working days within a five (5) month period that will result in an employee's route being rebid.
- 4.11 Unit members who suffer a long term absence of five (5) consecutive days or more, confirmed by a health care provider's note, shall not lose their bid/route. The health care provider's note must state that the employee is cleared to return to work without restriction. However, the employee's route will be temporarily assigned to a substitute driver for the duration of the absence, excluding mid-days as per Section 3.9.2. Long-term absences do not include elective surgery.
- 4.12 If an employee works their regular guaranteed number of hours per day, or are assigned to work their guaranteed hours in another assignment by their immediate supervisor, no absence will be charged to the employee.
- 4.13 Extra Hours: Local non home-to-school weekday special activity trips and home to school routes shall be offered to the most senior driver and bus aides in each service area. Should the assignment be refused by all the members in the classification, the assignment shall be assigned as "extra hours" to the unit member(s) with the least seniority.
- 4.13.1 Non home-to-school trip assignments of thirty (30) minutes or less shall be assigned to drivers at the school site by seniority.
- 4.13.2 In the absence of the regular driver assigned to a kindergarten or mid-day run, the run shall be assigned as follows:
- 4.13.2.1 The most senior driver in the absent driver's area, or remote parking location, who is not put into overtime by being given the assignment, will receive the assignment.
- 4.13.2.2 If no driver meets the conditions, the assignment shall be made in accordance with the "Overtime" section.
- 4.13.2.3 Extra time shall not be used by an employee to shorten his/her regular assignment without prior approval of the immediate supervisor, otherwise an absence will be charged.
- 4.13.3 The most immediate driver in the vicinity of an emergency situation, as determined by the Agency, may not refuse extra hours to facilitate a home-to-school or non home-to-school activity. Drivers are to be paid at the appropriate rate.
- 4.13.4 The Agency will post extra assignment sheets on Monday for the previous week.
- 4.13.5 Unit members shall have the right to refuse extra time. Should an assignment be refused by all members in a classification, the assignment shall be assigned to the unit member with the least seniority.

Article V

Summer Work

- 5.1 Daily Summer Bus Routes: Two (2) to ten (10) days prior to the start of each summer school session, daily summer bus routes shall be bid in accordance with Article 3.8 by bargaining unit seniority. Before the end of the regular school year, the drivers will be notified of the starting dates of the summer school sessions.

All work after traditional school ends shall be bid. Any run vacated at a summer bid may be rebid on the same day or the next scheduled summer bid. The traditional school date (calendar committee - "Holidays" section) shall be arranged between the Association and the Agency each year. All routes shall have a starting and ending date.

During the summer, the addition of assignments which go beyond the ending date shall not be construed to be continuing the ending bid date. On the ending bid date these additional assignments shall be combined at the Agency's discretion and assigned by seniority amongst those drivers on active bid route. All routes shall have a beginning and ending date and shall be on the bid board.

- 5.1.1 Summer school routes are subject to change including increase, decrease, and elimination. Every attempt will be made to make adjustments on a seniority basis, however, it is understood this may not be possible in every case. Reduction in summer routes will result in elimination of the least senior driver's assignment. Reductions shall be made in the manner required by law.
- 5.1.2 Permanent drivers whose regular contracted route has ended and who has not yet, if at all, bid on a summer route, may cover routes in regular education or special education.

- 5.2 Summer Local Non-Home-School Trips: Summer trips shall be assigned by bargaining unit seniority in the following order: First, senior drivers assigned to summer school and/or traditional school year routes if such assignment does not result in overtime and does not conflict with assigned routes. Second, other regular drivers, by seniority, not regularly assigned to summer school and/or traditional school year routes.

ARTICLE VI

PAY AND ALLOWANCE

- 6.0 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 6.1 Step Placement: Unit members who have completed one (1) year of service with the Agency shall be placed on the next higher step on the first day of the month following the anniversary date and shall continue thereafter until the unit member reaches the maximum step.
- 6.2 Payroll Errors and Lost Checks: Any payroll errors resulting in insufficient payment or paycheck for an employee lost after receipt shall be corrected and a supplemental check issued, no later than five (5) working days after the employee provides notice to the payroll department.
- 6.2.1 When a payroll error resulting in overpayment to the employee occurs, the employee will repay the Agency the overpayment. A reasonable repayment plan, consistent with the law, will be established between the Agency and the employee. The Agency shall not deduct money from a subsequent paycheck to the employee without first obtaining the employee's written agreement. The employee, including union representation if desired by employee, may request a meeting with Agency management prior to reaching such an agreement.
- 6.3 Promotion: Any employee in the bargaining unit receiving a promotion under the provisions of this

Agreement shall be moved to the appropriate range, retain the employee's current step, and shall be no lower than a five percent (5%) increase.

- 6.4 Mileage: Any employee in the unit required to use his/her vehicle on Agency business shall be reimbursed at the IRS standard mileage rate for all miles driven on behalf of the Agency. A unit member's vehicle shall not be used for Agency business without the prior written approval of the unit member's immediate supervisor.
- 6.5 Meals: Any employee in the unit, who as a result of a field trip work assignment of five (5) consecutive hours or more, shall be reimbursed by the Agency for the full cost of the meal (\$15.00 maximum), except as provided in Article "Field Trips", of this Agreement.
- 6.6 Lodging: Any employee in the unit, who as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the Agency for the full cost of such lodging. Where possible, the Agency shall provide advance funds to the employee for such lodging.
- 6.7 Probationary Period: The probationary period of all unit members shall be six (6) calendar months, or 130 days of paid service, whichever is longer, including paid holidays, vacation, and other leaves. Probation will be extended for absences/leaves that exceed one (1) calendar month.
- 6.8 Longevity: The Agency agrees to additionally compensate long serving employees in accordance with Appendix A, attached hereto. Increases shall begin at the beginning of the 10th, 15th, 20th, 25th, 30th and 35th year. The longevity steps shall be five percent (5%).
- 6.9 Compensation During Required Training Periods: An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:
 - 6.9.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
 - 6.9.2 When the employee's regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or when the training occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate appropriate for the day and the time the training occurs. The overtime rate shall be based on the employee's regular rate of pay. A unit member shall not accrue overtime as a result of training unless the overtime for training is approved in advance by the unit member's immediate supervisor.
 - 6.9.3 A unit member who fails to access the Agency-provided training will be responsible for updating their certificate and T-01 hours at their own expense.
 - 6.9.4 All time on T-02 card shall indicate paid or unpaid.
 - 6.9.5 T-01 time shall be calculated from birthday to birthday per Education Code section 40085.
 - 6.9.6 Additional T-01 training will be offered during Spring Break and Winter Break.
 - 6.9.7 All T-01 training shall be posted on the training bulletin board at the Main Yard at the beginning of each school year. If additional mandatory training is required, the Agency shall update the posted T-01 trainings on the bulletin board and notify all drivers in writing, including any drivers on a leave (paid or unpaid) of any T-01 training. It is the driver's responsibility to keep T-01 hours current and be aware of posted training availability.
- 6.10 Compensation for an Employee Working Out of Classification: An employee shall not be required by the Agency to perform duties not fixed and prescribed by his/her classifications or duties which are not reasonably related to those fixed and prescribed for his/her classification which exceeds four (4) working days within a period of fifteen (15) calendar days.
 - 6.10.1 On the fifth (5th) day, the employee shall have his/her salary adjusted upward for the entire period

he/she is required to work in a higher classification.

- 6.10.2 The employee shall receive the regular rate of pay for the higher classification at the step on which he/she is assigned in his/her regular classification.
- 6.10.3 In no event shall an employee working in a higher classification receive less than five percent (5%) above his/her regular rate of pay.
- 6.11 Fringe Benefits of Part-Time Employees: A part-time unit member who works a minimum of eighteen (18) minutes per day in excess of his/her part time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. Fringe benefits, as referred to in this section, shall mean vacation, sick leave, seniority, and health insurance.
- 6.12 Time Sheets:
 - 6.12.1 The employee will be paid each pay period the actual hours worked each day.
 - 6.12.2 Time sheets for drivers shall be in duplicate form.
 - 6.12.3 Time sheets must be submitted daily.
 - 6.12.4 All employees must clock-in, and clock-out daily.

ARTICLE VII

EVALUATION PROCEDURE AND PERSONNEL FILE

- 7.0 The Agency retains the sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedure requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator(s) or Agency, nor shall it contest the judgment of the evaluator. Any grievances shall be limited to a claim that the following procedures have been violated or unreasonably applied.
- 7.1 Formal evaluation for bargaining unit members shall be completed by the immediate supervisor(s) and shall be signed by both the evaluator(s) and the unit member. No unit member shall evaluate another unit member. Unit members who have questions regarding their job duties, expectations and/or conditions that may limit their ability to achieve their desired level of performance may request in writing a meeting with their immediate supervisor to discuss. The meeting shall occur within five (5) working days, unless otherwise mutually agreed upon and/or due to the amount of request it is not possible to meet this timeline. The immediate supervisor will inform THE ASSOCIATION president that the timeline cannot be met, and will schedule a meeting with THE ASSOCIATION to discuss.
 - 7.1.1 One (1) copy of the evaluation shall be retained by the unit member; one (1) copy of the evaluation shall be placed in the unit member's personnel file.
 - 7.1.2 Evaluation of probationary bargaining unit members shall occur at least twice (2 times) during the probationary period.
 - 7.1.3 The evaluation of permanent bargaining unit members shall occur annually.
 - 7.1.4 The bargaining unit employee shall have the right to review and respond to any derogatory evaluation and to have the response attached to the evaluation placed in the employee's personnel file. A bargaining unit employee considering an evaluation to be unjust may confer with the evaluator's supervisor regarding the evaluation and those administrators in respective chain of command. Evaluations are confidential.
 - 7.1.5 The immediate supervisor may prepare progress reports on employee performance on a schedule

more frequent than described in this Article and may conduct these progress reports, either verbally or in written form, however, such reports require an initialed verification by the employee.

- 7.1.6 Unsatisfactory and/or improvement-needed evaluations shall include specific written recommendations for continued employment and improvements of performance.
- 7.1.7 Employees will be in paid status while receiving their evaluations.
- 7.1.8 The Agency and the THE ASSOCIATION president or designee will meet and discuss any substantive revisions to the evaluation forms prior to the revised forms being utilized by the Agency.

7.2 Personnel Files:

- 7.2.1 The personnel file for each unit member shall be maintained at the Agency's central administration office.
- 7.2.2 Unit members shall be provided copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity, during normal working hours and without loss of pay, to initial and date the material and to prepare a written response to such materials. The unit member's response to the derogatory material must be provided to the Agency within ten (10) work days after a copy of the derogatory materials is provided to the unit member. The written response shall be attached to the material.
- 7.2.3 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. The review shall take place during normal business hours and the unit member shall be released from duties for this purpose without salary reduction. The unit member shall not have the right to inspect personnel records at a time when the unit member is actually rendering services to the Agency.
- 7.2.4 A unit member may have another person accompany him/her to assist in the examination of his/her personnel file. Upon unit member's written request, one copy of the employee's personnel file will be made.
- 7.2.5 Anonymous documents, including letters or complaints, containing derogatory information shall not be placed in a unit member's personnel file.

ARTICLE VIII

EMPLOYEE EXPENSES AND MATERIALS

- 8.0 Appearance and Attire: When on duty it is expected that employees maintain high standards of personal grooming and wearing apparel. The Agency shall require employees to wear uniforms while on paid status except while fueling or cleaning the bus. The Agency shall provide uniforms at Agency cost. The Agency will replace worn uniforms or uniforms damaged in the line of duty. Cleaning and maintenance of driver's uniforms shall be the employee's responsibility. Uniforms required for shop personnel shall be cleaned and maintained by the Agency. When replacement uniforms are available, the Agency will swap uniforms for size.

- 1. The Agency drivers must wear the gray shirt with the Agency logo or a shirt approved by the Agency with the Agency logo. Shirts shall be worn with black or gray slacks; blue jeans are acceptable.
- 2. Shop employees are provided dark gray uniforms. Lead mechanics are provided light blue shirts and blue pants. All shop employees must wear closed-toe, non-slip work shoes or boots.

3. Flat, closed-toe shoes must be worn.
4. Employees to whom uniforms are furnished are expected to keep the uniform clean and wrinkle-free.
5. Drivers and shop employees are expected to maintain good physical health and fitness.
6. All employees shall maintain high standards of personal grooming and hygiene.
7. Agency-issued I.D. badges must be worn by all employees while on paid status.

8.1 Tools: The Agency agrees to provide all tools, equipment, and supplies determined necessary by the Agency for the performance of employment duties, and consideration to the safety of the employee. Upon providing a waiver of Agency responsibility and an inventory list unit members may provide personal property for use in their job assignment.

8.1.1 The Agency will yearly purchase safety boots for Shop Staff, and Mechanics. A designated vendor will be made available for Shop Staff and Mechanics to select a pair of boots up to \$150.00 (one hundred and fifty dollars).

8.1.2 The Agency will yearly provide reimbursement in the amount of either \$25 (twenty-five dollars) for safety goggles or \$50 (fifty dollars) for prescription safety glasses to Shop Staff and Mechanics.

8.2 Physical Examinations: Any medical examination required as a condition of continued employment shall be provided by the Agency and may include physical or mental examination of the unit member by a physician or other qualified medical professional designated by the Agency.

8.3 Renewal: Once employed, the Agency shall reimburse the unit member the renewal fee for renewing his/her California Special Driver's Certificate, and the difference in cost between the Class B and Class C License.

ARTICLE IX

SALARY

9.0 Salary: Effective July 1, 2015, the classified salary schedule in Appendix "A," shall be increased by 5%, as set forth in Appendix A.

9.1 Mechanic II's, Mechanic III's and Lead Mechanics that hold a current ASE certificate shall receive a differential of one and a half percent (1.5%) of their base salary per ASE Certification, up to a maximum of six (6) certifications.

9.1.1 Only CEO or designees approved certifications in the ASE Master Technician program may be included as basis for receipt of differential pay.

9.1.2 Prior written approval from the CEO or designee that successful completion of certification test will entitle the unit member to differential pay must be received for unit member to be eligible to receive differential pay.

9.1.3 ASE certifications must be current to receive differential pay. Unit members are solely responsible for maintaining current status of ASE certifications.

9.1.4 The Agency will reimburse testing and recertification fees upon successful completion of ASE certification tests approved for differential pay.

ARTICLE X

EMPLOYEE BENEFITS

10.0 The Agency will provide each eligible unit member a maximum annual financial contribution for health insurance plan, dental insurance plan and vision plan, as set forth in section 10.1 below. The Agency will not provide a financial contribution to supplemental insurance, such as cancer, disability, term life or

accident insurance. However, employees will be able to purchase benefits through payroll deductions as an out-of-pocket expense (term life, cancer, disability and/or accident). The maximum annual financial contribution is based on the health insurance plan selected by the member, and for which they are eligible, as follows:

Single:	\$8,400.00
Member + 1:	\$11,101.00
Family:	\$11,101.00

10.0.1 Unit members will receive annual financial contributions after two (2) months (sixty days) of employment.

10.1 Unit members who are working on a regular full- or part-time basis will receive a financial contribution for benefits based on their guaranteed hours as follows:

5.1 - 5.99	75% of the cap allowed in section 8.0
6.0 - 6.49	80% of the cap allowed in section 8.0
6.5 - 8.0	100% of the cap allowed in section 8.0

The calculation of benefits shall be done on a pay-period by pay-period basis, using the unit member's guarantee on the last day of each pay period.

10.2 Retirement Benefits.

10.2.1 Unit members will qualify for Agency payment of fifty percent (50%) of the premium for medical benefit for unit member and spouse, if spouse is on the unit member's plan at the time of the unit member's retirement, between the unit member's fifty-fifth (55th) birthday and acceptance in the Medicare Program; or for one hundred percent (100%) of the premium for medical benefit for unit member and spouse between the unit member's sixtieth (60th) birthday and acceptance in the Medicare Program. This benefit is offered provided the unit member has accumulated not less than fifteen (15) years of service from an Agency participating district and the Agency. The insurance plan will be at the discretion of the Agency.

10.2.2 Unit members hired after July 1, 2009, will qualify for Agency payment of fifty percent (50%) of the premium for medical benefit for unit member and spouse, if spouse is on the unit member's plan at the time of the unit member's retirement, between the unit member's 55th birthday and acceptance in the Medicare Program; or for one hundred percent (100%) of the premium for medical benefit for unit member and spouse between the unit member's sixtieth (60th) birthday and acceptance in the Medicare Program. This benefit is offered provided the unit member has accumulated not less than twenty (20) years of service with the Agency. The insurance plan will be at the discretion of the Agency.

10.2.3 Effective July 1, 2013, unit members will qualify for Agency payment of fifty percent (50%) of the premium for medical benefit for unit member and spouse, if spouse is on the unit member's plan at the time of the unit member's retirement, between the unit member's 50th birthday and acceptance in the Medicare Program, provided each of the following conditions are met: (1) the unit member is at least fifty (50) years old at the time of retirement, (2) the unit member has accumulated not less than twenty five (25) years of service with the Agency, (3) the unit member applies for and is determined eligible to receive a disability retirement from CalPERS. This benefit will only last a maximum of ten (10) years, or until the unit member is accepted in the Medicare Program, whichever occurs first. The insurance plan will be at the discretion of the Agency.

The premium payment will be the equivalent paid to unit members who are eligible for and receive payment for fifty (50%) of the premium for medical benefits who retire at fifty five (55) years of age with not less than twenty (20) years of service, as set forth in section 9.2.2 above.

10.2.4 In the event the Patient Protection and Affordable Care act makes the provision of retirement benefits unnecessary, irrelevant, or unlawful, the Agency may modify the collective bargaining agreement to reflect such fact.

10.3 Health Benefits.

10.3.1 Health benefits will be based on the contracted hours in effect after the Main Bid (see "Bus Routes" section)

ARTICLE XI

HOLIDAYS

11.0 The Agency agrees to provide all employees in the bargaining unit with fifteen legal and local holidays as indicated:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Winter Break - 5 days
	Day before New Year's Day

Actual holidays will be published and given to all unit members as soon as the calendar is developed by the calendar committee.

A calendar committee shall be formed with three (3) Agency members and three (3) association members, appointed by the THE ASSOCIATION Chapter President, to discuss and set up a dated calendar for each year.

Employees must be in paid status during any portion of the working day, if it is a normal workday for that employee, immediately preceding or succeeding the holiday, in order to be paid for the holiday.

11.1 Additional Holidays.

11.1.1 Every day declared by the President or Governor of this State as a public fast, thanksgiving, or holiday, or any day declared a holiday for classified employees by the Board of Directors shall be a holiday for all employees in the bargaining unit.

11.2 Holidays on Saturday or Sunday.

11.2.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 11.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

11.2.2 The operation of this section shall not cause any employees to lose any of the holidays clearly indicated in this Article.

11.3 Workday During Inclement Weather.

11.3.1 In the event it is necessary to close schools due to inclement weather, the Chief Executive Officer may elect to institute one of the following provisions regarding work schedules of unit members:

11.3.1.1 Any day all schools served by the Agency are closed due to inclement weather shall be declared a local holiday for all members of the bargaining unit.

11.3.1.2 In the event schools are open, but unit members in outlying areas are not able to report to work due to adverse road conditions caused by inclement weather, those unit members must notify the Agency of their situation and may elect to use a vacation or a personal necessity day or to take a dock in pay.

11.3.1.3 When it is determined that a school will be closed due to inclement weather, as

announced by the Chief Executive Officer, affected unit members will be excused from work without a dock in pay for the time released. Unit members will be advised of changes in regular work schedules via AVSTA website, local radio stations and Antelope Valley TV-Channel 3. No notification will mean work as usual.

11.3.1.3.1 Any unit member called to work during the period of time when all unit members have been excused from work shall be compensated at the rate of one and a half (1-1/2) times for hours worked in addition to his/her regular salary.

11.3.1.3.2 In the event it is necessary to retain individuals on duty following an early release of all unit members, the unit members retained on duty shall be compensated at the rate of one and a half (1-1/2) times for each hour worked, in addition to their regular pay.

11.3.1.3.3 Authorization to retain unit members on duty must be obtained from the Chief Executive Office or Designee prior to assigning the unit member to remain at work. However, should a supervisor not obtain authorization and require unit member to stay on duty, the unit member shall not be held responsible and shall still receive the differential as outlined in 11.3.1.3.1 and 11.3.1.3.2.

11.3.1.4 When a school session is held but bus transportation is not provided drivers assigned to the affected routes will be required to report to their immediate supervisor prior to check-in time of their normal route assignment. Drivers qualifying under 11.3.1.2 are exempt. Exempted routes will be specified by the provisions on subsection 11.3.1.3. The supervisor will assign work up to the driver's guaranteed time.

ARTICLE XII

VACATION

12.1 Vacation leave is earned at the rate of one (1) day per calendar month of employment during any school year. A unit member employed for eight (8) hours or less per day shall receive vacation leave based on their daily guaranteed hours or, for drivers, the number of guaranteed daily hours, as follows:

<u>Daily Guaranteed Hours</u>	<u>Monthly Vacation Hours Earned</u>
5.1 - 5.99	5.9 hours
6.0 - 6.49	6.4 hours
6.5 - 8.00	8.0 hours

The calculation of vacation and holidays shall be done on a pay-period by pay-period basis, using the unit member's guarantee on the last day of each pay period as a basis for the calculation.

12.1.1 Upon completion of the seventh (7th) calendar year of employment, vacation shall be earned and accumulated at the rate of one and one half (1.50) days per month worked. The calendar years employed by the Agency will be combined with the years earned prior to July 1, 1980, when the unit member was in an employment status with the District at the time of joining the Agency.

12.1.2 Upon completion of the fourteenth (14th) calendar year of employment, vacation shall be earned and accumulated at the rate of one and three fourths (1.75) days per month worked. The calendar years employed by the Agency will be combined with the years earned prior to July 1, 1980, when the unit member was in an employment status with the District at the time of joining the Agency.

12.1.3 Upon completion of the nineteenth calendar year of employment, vacation shall be earned and accumulated at the rate of two (2.00) days per month worked. The calendar years employed by the Agency will be combined with the years earned prior to July 1, 1980, when the unit member was in an employment status with the District at the time of joining the Agency.

12.1.4 The above formula shall be in effect September through June inclusive, and will include vacation.

For the month of July and August, vacation and sick leave shall be accrued by the total number of hours in paid status each month, divided by twenty-two (22). This average shall be used instead of the vacation chart set forth above in section 10.1. The month of June shall have a "traditional year" calculation. The "traditional year" calculation shall credit the calculation of benefits for the total month. This is to assure employees the traditional benefits that have been agreed upon between AVSTA and THE ASSOCIATION .

- 12.1.5 An employee's vacation leave shall be based on a driver's guaranteed hours, or, for non-drivers, the number of guaranteed daily hours, consistent with the vacation chart in section 11.1.
- 12.2 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Agency's work requirements. School Bus Drivers shall be allowed to take vacation during school sessions.
 - 12.2.1 Employees within the bargaining unit will submit their vacation requests to their immediate supervisor between the August main bid date and September 30th of each school year. The request shall include the employee's first, second and third options for vacation dates. If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.
 - 12.2.1.1 Unit members may also request vacation to occur prior to September 30th. In such a circumstance if there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.
 - 12.2.1.2 This section shall not preclude an employee from requesting vacation at any other time during the fiscal year. However, said request may be granted with preference given to employees that requested vacation during the window period referenced above. Seniority preference will not apply to requests that are submitted outside of the window period.
 - 12.2.2 Vacation requests shall be submitted on the appropriate Agency form, no later than ten (10) work days before the requested vacation date(s). For vacation requests submitted during the window preference period, the supervisor shall respond to vacation requests on or before October 10th. For all other requests, the supervisor shall respond in writing to the vacation request within three (3) work days.
 - 12.2.3 If a vacation request is denied, the denial shall include the reason for the denial. Employees may then submit a subsequent vacation request for other available dates.
- 12.3 The Agency will notify unit members of their vacation balances yearly. Unit members will be further notified that automatic annual vacation payouts will occur unless the unit member directs the Agency not to payout his/her earned, but unused, vacation. Unit members shall have the option to carry over earned, but unused, vacation. A request for such carry over must be submitted at least one (1) month in advance. Employees may not accumulate and/or carryover more than two (2) years worth of earned but unused, vacation on any given date. Unit members who resign or retire shall have the option to use their accumulated vacation prior to termination date or be paid for accumulated vacation. Unit members who are terminated from their employment will be paid for their accumulated vacation.
- 12.4 Upon separation from service, the unit member shall be entitled to "lump-sum" compensation for all earned and unused vacation, except those unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 12.5 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption.
- 12.6 When a holiday falls during the scheduled vacation of any bargaining unit member, such holiday shall not be counted as a vacation day.

ARTICLE XIII

LEAVE PROVISIONS

13.0 The Association and the Agency agree to abide by the Americans with Disabilities Act.

13.1 The leave benefits provided by the Agency for unit members shall be as follows:

13.1.1 The term "day" as used throughout this Article shall mean any day the unit member would be expected to be in a working status.

13.2 Sick Leave.

13.2.1 Regular full-time unit members shall be entitled to leave of absence with full pay for illness, injury, doctor and dental appointments, in accordance with the following schedule:

13.2.1.1 Sick leave is earned at the rate of one (1) day per month of employment and is cumulative.

13.2.1.2 The calculation of benefits, leave, vacation, holidays and seniority shall be done on a pay-period by pay-period basis, using the guarantee on the last day of each pay-period to calculate this computation.

13.2.2 A unit employee employed for eight (8) hours, or less, per day shall be entitled to sick leave credit based on their daily guaranteed hours, in accordance with the below table:

<u>Guarantee</u>	<u>Monthly Sick Hours Earned</u>
5.1 - 5.99	5.9 hours
6.0 - 6.49	6.4 hours
6.5 - 8.00	8.0 hours

13.2.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the Agency shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the Agency. When there is a permanent change in guaranteed time, credited sick time shall increase or decrease proportionately.

13.2.4 Upon exhaustion of all credited and accumulated full pay sick leave credit, a unit member who continues to be absent under the provisions of this Article, shall receive fifty percent (50%) of his/her regular salary for a maximum period of one hundred (100) days.

13.2.5 The amount to be received by the absent unit member for sick leave and extended sick leave will be determined as follows:

13.2.5.1 The absent unit member will receive full pay for all days of accumulated sick leave.

13.2.5.2 After all credited and accumulated sick leave has been used, the absent unit member will receive fifty percent (50%) for his/her regular salary for the above mentioned one hundred (100) day period.

13.2.5.3 When a unit member is absent and eligible for industrial accident or illness leave, his/her absence for purposes of accumulated sick leave and one hundred (100) days of fifty percent (50%) pay shall be deemed to commence on that date of termination of the industrial accident to illness leave, provided that if the unit member continue to receive temporary disability indemnity, the unit member may elect to take as much of his/her accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

- 13.2.6 A permanent unit member who has exhausted all entitlement to sick leave, extended leave, vacation, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, may be granted, at the Agency's discretion, additional leave, paid or unpaid, not to exceed six (6) months. The unit member shall be notified, in writing, that all available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew any leave of absences, paid or unpaid, for two additional six (6) month periods, or lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.
- 13.2.6.1 An employee, who is able to resume the essential duties of a position within the classification to which he/she was assigned, may do so at any time during the leaves of absence granted under 11.2.6 and time lost shall not be considered a break in service. The unit member shall be restored to a position within the classification to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 13.2.6.2 If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his/her position, without restriction, the unit member shall be placed on a re-employment list for a period of 39 months.
- 13.2.6.3 At any time during the prescribed 39 months, the unit member is medically able to assume the essential duties of his/her position, the unit member shall be re-employed in the first vacancy in the classification of his/her previous assignment. The unit member's re-employment shall 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 his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.
- 13.2.6.4 Any unit member who has been placed on a re-employment list who has been medically released for return-to-duty and who fails to accept an appropriate assignment shall be dismissed.
- 13.2.7 When a unit member first calls in to report an injury/illness, and at any time during the course of a sick leave or injury absence, and upon the unit member's return from an absence, the unit member shall be required to supply such information as may be requested by the Agency regarding the nature of illness or injury, anticipated length of absence, nature of medical treatment, name and address of attending physician(s), date and time of medical appointment(s), and the place and phone number where the unit member may be reached and other related information.
- 13.2.8 After three (3) work consecutive day's absence due to illness, an attending physician's verification of illness shall be required, relevant to any request for sick leave absence pay. Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence involving surgery, serious illness or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated shall be placed in an unpaid status until such verification is received by the Agency.
- 13.2.9 Members of the unit shall be required to submit to medical examination(s) by Agency appointed physician(s), at the Agency's expense, at the discretion of the Agency.
- 13.2.10 If a unit member resigns, retires or is terminated and has used more sick leave than was earned, the amount used not earned shall be deducted from the final warrant of the unit member.
- 13.2.11 Members of the unit must notify the Agency of absence as soon as the necessity to be absent becomes known to the unit member.
- 13.2.12 Failure to comply with the request procedures for paid sick leave and return provisions may, at the discretion of the Agency, result in the unit member being denied payment for the day(s) of absence

and/or the unit member being denied the opportunity to return and being placed on an unpaid status.

13.3 Leave for Pregnancy Disability.

13.3.1 Unit members are entitled to use sick leave as set forth in 11.2.1.1 and 11.2.5 for disabilities caused or contributed to by pregnancy, miscarriage, child birth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date of which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the Agency management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the Agency.

13.3.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave as set forth in 11.2.1.1 and 11.2.4 have been exhausted. After all available paid leave is exhausted the employee will automatically be placed in an unpaid status pending Board action. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the Agency management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the Agency.

13.4 Personal Necessity Leave.

13.4.1 During any school year a unit member may use, at his/her own election, not more than seven (7) days of accumulated sick leave benefits which have been earned pursuant to Education Code Section 45191 in the following cases of personal necessity:

13.4.1.1 Death of a member of his/her immediate family when the days of absence exceed three (3) days or five (5) days if out-of-state travel or more than two hundred (200) miles one-way travel is required. Immediate family of a unit member is defined as mother, father, grandfather, grandmother or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter or daughter-in-law, brother or sister of the unit member, step-parent, step-son, step-daughter, or any relative living in the immediate household of the unit member.

13.4.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family as defined above, of such an emergency nature that the immediate presence of the unit member is required during his/her workday. Mechanical failure of a vehicle is not defined as an accident.

13.4.1.3 Acute illness of members of the unit member's immediate family, as defined above, when such illness requires professional treatment or hospitalization, and of such an emergency nature that makes it impossible or inadvisable for the unit member to carry out his/her duties.

13.4.1.4 Appearance in court as a litigant, or as a witness under an official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.

13.4.1.4.1 The unit member shall furnish evidence of the court appearance to the immediate supervisor who shall in turn attach it to the time sheet.

13.4.1.5 Such other reason similar in nature to those described above, but not precisely described above, as determined and approved by the immediate supervisor.

13.4.2 Unit members should request and secure approval from Agency supervisor for personal necessity leave prior to absence. If, due to the circumstances, prior request and approval is not possible,

upon return from a personal necessity leave, unit members shall be required to request the leave in writing and by submitting such verification as may be required. Unit members shall be denied paid personal necessity benefits for absences for purposes other than those defined above and/or for failure to comply with the absence verification requirements of the Agency.

- 13.4.3 Authorized use of personal necessity leave does not include participation in employee work stoppage, or employee Association activities.

13.5 Bereavement Leave.

13.5.1 Each unit member is entitled to three (3) days leave-of-absence with pay (or (5) five days out of state travel if two hundred (200) miles or more one-way travel is required) in the event of the death of any member of his/her immediate family. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, step-parent, step-son, step-daughter, or any relative living in the immediate household of the unit member.

13.5.2 With the authorization of the Chief Executive Officer, or Designee, each unit member entitled to bereavement leave may extend their leave of absence to five (5) days with pay or seven (7) days out of state travel or if two hundred (200) miles or more one-way travel is required). The additional days will not be deducted from a unit member's personnel necessity days.

13.5.3 Member of the unit may be required to provide proof of eligibility for bereavement leave benefits.

13.6 Industrial Accident or Illness Leave.

13.6.1 In accordance with the provisions of the Ed Code Section 45192, unit members, upon completion of six (6) months of employment, shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- 13.6.1.1 A unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the Agency accident report form no later than the next scheduled workday following the accident or as soon as possible.
- 13.6.1.2 The industrial accident or illness must have arisen out of and in the course of employment of the unit member, and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the Agency's compensation insurance carrier.
- 13.6.1.3 Allowable leave for such industrial accident or illness shall be for the number of days of temporary disability not to exceed sixty (60) working days when the unit member would otherwise have been performing work for the Agency in any one fiscal year for the same accident.
- 13.6.1.4 Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- 13.6.1.5 The industrial accident or illness leave under this Article shall commence on the first day of absence.
- 13.6.1.6 When a unit member is absent from duties due to industrial accident or illness, the member shall be paid such portion of the salary due for the month in which absence occurs as when added to temporary disability indemnity, will result in a payment of not more than full salary. The phrase, "full salary", as utilized in this subdivision shall be computed so that it shall not be less than the unit member's "regular average weekly earnings, not to include overtime."
- 13.6.1.7 Industrial accident or illness leave will be reduced by one (1) day for each day of

authorized absence regardless of a compensation award made under worker's compensation. 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 the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 13.6.1.8 During all paid leaves-of-absence, whether industrial accident leave as provided herein, sick leave, vacation, compensating time off or other available leave provided by law or action of the Board, the unit member shall endorse over to the Agency the temporary disability checks received due to the industrial accident or illness. The Agency, in turn, shall issue the unit member appropriate warrants for pay of wages and shall deduct normal retirement and other authorized contributions.
- 13.6.1.9 Any unit member receiving benefits as a result of this Article shall, during the period of injury or illness, remain within the State of California unless the Governing Board of the Agency authorizes travel outside the state.
- 13.6.1.10 When entitlement to industrial accident or illness leave has been exhausted, entitlements or other sick leave will then be used; but if a unit member is receiving worker's compensation the unit member will be entitled to use only so much of his/her accumulated leave, which, when added to the worker's compensation award, provides for no more than the full salary.
- 13.6.1.11 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the Agency-appointed physician and/or from the treating physician, as determined by the Agency, certifying the unit member's ability to return to position classification and perform his/her essential duties.
- 13.6.1.12 Upon complying with Agency medical-release requirements and receiving Agency authorization to return to work, a unit member on industrial accident or illness leave may be reinstated in a position in the same classification without loss of status or benefits.
- 13.6.1.13 If after the exhaustion of all available leaves of absence, paid or unpaid, the unit member is not medically able to assume the essential duties of his/her position, the unit member, if not placed in another position, shall be placed on a reemployment list for a period of 39 months.
- 13.6.1.14 If during the 39-month reemployment period, the unit member is medically released to resume his/her essential duties, he/she shall be employed in a vacant position in the classification of his/her previous assignment over all other candidates except for a reemployment list established because of lack of work or funds in which case the unit member shall be listed in accordance with his/her proper seniority.
- 13.6.1.15 Any unit member who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

13.7 Judicial and Official Appearance Leave.

- 13.7.1 Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought through the initiation, connivance or misconduct of the unit member.
- 13.7.2 For any necessary court or governmental agency appearances, the unit member may utilize personal necessity leave. However, if any court or governmental agency appearance is required of the unit member by the Agency, it shall be made without loss of pay and without charge to any other accrued leave benefits.

13.7.3 The district agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the Agency of service date(s) upon receiving said notice from officers of the Court. The Agency shall pay the unit member the difference, if any, between the regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Unit members are required to return to work during any day in which jury duty services, for less than three (3) hours, are required. Any unit member whose regular assigned shift commences at 2:00 p.m. or after shall also be relieved from work with pay if jury duty services exceed three (3) hours. The Agency may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

13.8 Military Leave.

13.8.1 A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

13.9 General Provisions.

13.9.1 A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose. A leave of absence may be on a paid or unpaid basis upon terms acceptable to the Agency and unit member.

13.9.2 A leave protects the unit member by holding a place for such member in the Agency until the leave expires, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, that the return assignment will be in the same site where such unit member was assigned when the leave was authorized.

13.9.3 Unit members on a paid leave-of-absence, unless otherwise provided herein, shall receive wages, salary, health and dental coverage, and retirement credit, the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their health and dental insurance coverage only for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan in effect at their own expense, provided they make advance payment of the premium in a manner required by the Agency.

13.9.4 Part-time regular unit members shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for full-time unit member in a comparable position.

13.10 Other Leaves and Absences.

13.10.1 A request for any leave of absence not covered by the terms of this Agreement may be considered by the Board of Directors on an individual basis and at the discretion of the Board of Directors.

ARTICLE XIV

FAMILY CARE AND MEDICAL LEAVE

14.1 Family Care and Medical Leave will be provided to eligible employees pursuant to, and as provided by, the Family Medical Leave Act and the California Family Rights Act. Currently, eligible employees are defined as an Agency employee with twelve (12) months of paid service and who has worked at least 1,250 hours with the Agency during the previous twelve (12) months.

14.1.1 Except as set forth in this Article, Family Care and Medical Leave is an unpaid leave of absence.

14.1.2 Family Care and Medical Leave does not constitute a break in service for purposes of longevity, seniority or any employee benefit plan, and the employee remains in regular employee status with the Agency.

- 14.2 An employee may request unpaid Family Care and Medical Leave for:
- 14.2.1 The birth of a child of the employee, or the placement with the employee of a child in connection with adoption or foster care;
 - 14.2.2 The care of the employee's child, spouse, or parent who has a serious health condition; or
 - 14.2.3 The employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- 14.3 Family Care and Medical Leave taken under this Article may not exceed a total of twelve (12) workweeks within a 12-month period.
- 14.3.1 The entitlement of leave for the birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.
 - 14.3.2 The entitlement to leave for a serious health condition shall expire at the end of the 12-month period beginning on the initial date of discovery or diagnosis of the serious health condition, whichever occurs first.
- 14.4 An employee who requests leave to care for a child, spouse, or parent who has a serious health condition shall submit with the employee's Request for Leave, a certificate from the health care provider of the individual requiring care, certifying the individual's serious health condition.
- 14.4.1 The certificate described in 12.4 shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health care provider believes the employee needs to care for the individual requiring the care. The certificate also shall contain a statement that the affected individual's condition warrants the participation of a family member to provide care.
 - 14.4.2 If additional leave time is needed after the time estimated by the health care provider in Section 12.4.1 expires, the employee shall provide recertification in the same manner specified in Section 12.4.1 above.
- 14.5 An employee who requests leave for the employee's own serious health condition shall submit with the Employee's Request for Leave, a certificate from the employee's health care provider certifying the employee's serious health condition and need for leave.
- 14.5.1 The certificate described in Section 12.5 shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall contain a statement that the employee is or will be unable to perform the functions of the employee's position due to the serious health condition.
 - 14.5.2 If additional leave time is needed after the time estimated by the health care provider in Section 12.5.1 expires, the employee shall provide recertification in the same manner specified in Section 12.5.1 above.
 - 14.5.3 As a condition of the employee's return to work, the employee must provide acceptable medical certification of the ability to resume the duties and responsibilities of the employee's position.
- 14.6 If the Agency doubts the validity of the certification provided pursuant to provisions 14.4.1, 14.5.1 and 14.5.3, the Agency may require, at the Agency expense, that the employee obtain the opinion of a second health care provider, designated or approved by the Agency, concerning any information certified under provisions 14.4.1, 14.5.1 and 14.5.3.
- 14.6.1 The health care provider designated by the Agency shall not be employed on a regular basis by the Agency.

- 14.6.2 If the second opinion differs from the opinion in the original certification, the Agency may require, at the Agency's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the Agency and the employee. The opinion of the third health care provider shall be final and binding on the Agency and employee.
- 14.7 Only when it is medically necessary, leave under this Article may be taken intermittently.
- 14.8 When the leave under this Article is for "child rearing" connected with the birth, adoption or placement of a child in foster care and both parents of the child are employed by the Agency, the Agency shall not be required to grant Family Care and Medical Leave totaling more than a cumulative total of twelve (12) work weeks in a 12-month period for both parents.
- 14.9 During the period of leave taken pursuant to this Article, the employee must concurrently use any accrued vacation leave, other accrued time off, or any other available paid leave. If the employee takes a leave because of his/her own serious health condition, the employee must concurrently use any accrued sick leave during the period of the leave. However, an employee shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the Agency and the employee. Leave taken pursuant to this Article shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act of 1993, and the California Family Care and Medical Leave provisions.
- 14.10 If an employee's need for leave under this Article is foreseeable, reasonable advance notice shall be given. Where the need for leave is known more than thirty (30) days before the leave is to begin, the employee shall provide written notice to the Agency at least thirty (30) days prior to the commencement of the leave. Where the need for leave becomes known less than thirty (30) days before the leave is to begin, the employee shall provide the Agency with as much advance notice as reasonably possible, however under no circumstances, except for cases of medical emergency or unforeseen circumstance, will a request for leave be made less than five (5) working days in advance of the requested leave. Failure to provide at least five (5) calendar days advance written notice entitles the Agency to deny the request solely on the grounds of insufficient notice.
- 14.10.1 When leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of Agency operations. This scheduling shall be subject to the health care provider's approval.
- 14.11 The Agency shall maintain the employee's health and welfare programs for the duration of any Family Care and Medical Leave up to a maximum of twelve (12) work weeks.
- 14.11.1 The Agency is entitled to recover its contribution to the employee's health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take leave under this Article or for other circumstances beyond the employee's control.
- 14.12 At the conclusion of leave taken under this Article, the employee shall be returned to the same position classification held by the employee prior to taken leave and, if reasonably possible, to the same work site the employee worked at prior to the commencement of the leave taken under this Article.
- 14.13 For purposes of the Article:
- 14.13.1 "Child" means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under (eighteen)18 years of age or an adult dependent child.
- 14.13.2 "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- 14.13.3 "Serious health condition" means an illness, injury, impairment or physical or mental condition which prevents the employee from performing the functions of the position in which the employee is

employed, or which warrants the participation of the employee in providing care to a family member during a period of treatment, and involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or continuing supervision by a health care provider.

- 14.13.4 "Health care provider" has the same meaning as it is prescribed in Government Code Section 12945.2, subdivision (c)(5).
- 14.14 The Agency may refuse to grant a request for leave under this Article if the refusal is necessary to prevent undue hardship to the Agency operations.
- 14.15 Failure of an employee to meet any requirement incumbent on the employee under this Article entitles the Agency to either deny a request for leave or terminate an existing leave.

ARTICLE XV

RETRAINING AND STUDY LEAVE

- 15.0 A leave of absence, paid or unpaid, for study/retraining may be granted to any member of the bargaining unit, for a period not to exceed one (1) year at the discretion of the Agency.
- 15.0.1 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for continuous one (1) year periods provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for subsequent leave of absence for study or retraining purposes.
- 15.0.2 Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding the granting the leave.
- 15.0.3 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 15.0.4 No more than one (1) study leave of absence shall be granted in each seven (7) year period.
- 15.0.5 No more than one (1) retraining leave of absence shall be granted in each three (3) year period.
- 15.0.6 The Agency may prescribe standards of service which shall entitle the employee to the leave of absence.
- 15.0.7 Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.
- 15.0.8 A unit member shall not earn vacation pay, sick leave, or holiday pay while taking leave granted under this article.

ARTICLE XVI

TRANSFER POLICY

- 16.0 A transfer refers to any Agency action which results in the movement of a unit member, within the same job classification, from one work site or shift to another.
- 16.0.1 A transfer may be voluntary (initiated by a unit member).
- 16.0.2 A transfer may be involuntary (initiated by the Agency).
- 16.1 Voluntary Transfer: A unit member may request a voluntary transfer, in writing, wherein the unit member

shall express preference for work location(s) or shift. When a new position is created or an existing position becomes vacant, the Agency shall offer the opportunity to transfer to bargaining unit employees serving in the same class in the Agency. All vacancies shall be posted by the Agency for not less than six (6) days at all work locations prior to being filled. Any employee in the bargaining unit may apply for a transfer to that position by filing a written notice with the Human Resources Department of the Agency.

16.1.1 If more than one employee wishes to be transferred to a particular vacancy, the employee with the greatest bargaining unit seniority shall be transferred.

16.1.2 In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot.

16.2 Involuntary Transfers: An involuntary transfer of probationary or permanent unit members may be initiated by the Agency for legitimate business needs.

16.2.1 An involuntary transfer may be made based upon the needs of the Agency as determined by the Chief Executive Officer, or designee. The Agency shall consider the preferences of the involuntary transferee when making such assignment. However, the needs of the Agency shall be paramount and, if necessary, shall take precedent over the preference of the involuntary transferee.

16.2.2 The Agency shall not arbitrarily or capriciously transfer employee(s) involuntarily. Upon written request, within five (5) days of the notification of an involuntary transfer, the unit member shall be given a conference with the Chief Executive Officer, or Designee, and written reason(s) for such transfer.

16.2.3 The Agency shall have the sole authority to determine when and where there is an opening, and to transfer unit members, when the Chief Executive Officer or Designee concludes that such a transfer is in the best interest of the Agency.

16.3 This Article is not subject to arbitration.

ARTICLE XVII

PROMOTION

17.0 Bargaining unit members are encouraged to apply for promotional vacancies.

17.1 Consideration: Employees in the bargaining unit who qualify for a promotional position (change in job classification) shall be given first consideration over all other equally qualified applicants. To the extent possible, the position vacated, as a result of the promotion, shall be filled within thirty (30) days, but in no event shall the position remain vacant for more than forty-five (45) days. The final decision on promotions shall be made by the Board of Directors.

17.2 Posting of Notice: Notice of all job vacancies within the Agency shall be posted on bulletin boards at each site. Such notices shall remain posted for a period of six (6) working days. Any bargaining unit employee, interested in a future promotional position must notify the Agency, in writing, of their desire to be notified in writing by the Agency of any job vacancy. The Agency shall not be required to notify the unit member of a vacancy during a unit member's leave of five (5) days or less. A unit member's written notice shall remain in effect unless cancelled in writing by the unit member.

17.3 Whenever a permanent unit member accepts a promotion to another classification, he/she shall serve a probationary period of six (6) months in order to attain permanent status in the new classification.

17.4 A permanent unit member who has vacated a position to accept a promotion may at his/her request, or if found to be unsatisfactory to the Agency, be reinstated during the probationary period to previous status in his/her former classification, unless dismissal or suspension proceedings are eminent.

ARTICLE XVIII

RECLASSIFICATION

18.0 Reclassification may be proposed by either party during the negotiation process.

ARTICLE XIX

LAYOFF AND REEMPLOYMENT

19.0 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.

19.0.1 Layoff for lack of work or lack of funds includes any reduction in hours of employment or assignment to a class lower than that which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

19.1 Order of Layoff.

19.1.1 When positions are discontinued or hours reduced for lack of work or lack of funds, bargaining unit employees shall be laid off in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification, plus higher classification shall be laid off first.

19.1.2 No permanent employee shall be laid off from any position while employees serving under probationary, emergency, provisional, limited term or substitute status are retained in positions in the same class.

19.2 Computation of Seniority.

19.2.1 Seniority for employees shall be determined by the number of hours the employee has been in a paid status, as a probationary and/or permanent employee with the Agency, excluding overtime, in the class or higher classes. The computation of hours in a paid status includes holiday, vacation days, hours worked during school recesses, unpaid illness leave or unpaid industrial accident leave or approved military leave.

19.2.2 Employees temporarily assigned into a higher class shall continue to accrue seniority in his/her regular class.

19.2.3 Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the Agency except service in restricted positions as provided by the Education Code.

19.2.4 An employee shall not receive credit toward seniority for breaks in service. If after a break in service an employee is reinstated within thirty-nine (39) months credit shall be given for prior service. No credit shall be granted to employees reinstated after thirty-nine (39) month break in service.

19.2.5 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the determination shall then be made by lot.

19.3 Retirement in Lieu of Layoff.

19.3.1 In cases where an employee elects to retire in lieu of layoff, the Agency shall comply with provisions of the Education Code.

19.4 Notification of Layoff.

19.4.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack

of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially-funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the Board approved effective date of their layoff.

- 19.4.2 When, as a result of a bona fide reduction or elimination of service being performed, classified employees affected shall be given notice of layoff not less than forty-five (45) days prior to the Board approved effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- 19.4.3 Employees laid off from a given class, or who have had their time assignment reduced, shall be notified by the Agency by certified mail of the layoff and the layoff process. Receipt of notice shall be deemed to be a date on which the certified letter was mailed to the employee at the employee's last known residential address as listed with the Human Resources Department.
- 19.4.4 Employees desiring to exercise their option to "bump" shall submit their request in writing, either by personal delivery or via certified mail, to Human Resources Department within a ten (10) working day period from the date the notice of layoff was mailed or the date of postmark on the envelope if the letter is returned marked, "undeliverable", by the Post Office. The Human Resources Department shall date stamp written requests and provide a copy to the unit member.
- 19.4.5 An information/exit interview will be scheduled to take place prior to the effective date of layoff of each affected employee. An employee may be accompanied by their THE ASSOCIATION representative.
- 19.4.6 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Directors, without the notice required in the above provisions.
- 19.4.7 The Agency shall request effects negotiations concurrently with the mailing of the notice of layoff.
- 19.4.8 This Article of the Agreement shall in no manner impede, preclude, prevent, or delay the layoff of classified employees by the Agency in accordance with the provisions of the Education Code; nor shall meeting and negotiating regarding the effects of a layoff in any manner impede, preclude, prevent, or delay the layoff of classified employees in the manner prescribed in the Education Code.
- 19.4.9 The Association has the right to challenge the decision to layoff unit members in a public session.

19.5 Displacement Rights of Employees.

- 19.5.1 A permanent classified employee laid off from his/her present class may bump into a classification for which the employee has seniority considering his/her seniority in the lower class plus any higher classes. The employee may continue to bump into classes in which he/she has seniority to avoid layoff.
- 19.5.2 If classification changes have been made in a class formerly occupied by an employee who has been laid off from a higher classification, the laid off employee may or may not have rights to the class. If additional training is needed due to significant changes to the formerly occupied job classification, the Agency will provide for reasonable training as needed.
- 19.5.3 A request for voluntary demotion to a lower class to avoid layoff does not guarantee bumping rights to the lower class unless the employee had prior service in that class. However, in the case of vacancies, the privilege of demotion shall be granted if the employee meets the minimum qualifications for that classification. The demoted employee will serve a probationary period in the new classification.

19.5.3.1 In the event the demoted employee is released from his/her probationary position the employee shall have reversion rights to the classification(s), including any layoff and reemployment rights, in which they held permanency or probationary status prior to the voluntary demotion. Additionally, where a demoted employee is released from his/her probationary position, the Agency shall not be required to re-issue to the employee his/her forty five (45) day layoff notice. This section shall not apply to a voluntary demotion that may occur as a result of the exercise of bumping rights in accordance with Section 19.5.1.

19.6 Reemployment Rights of Employees.

- 19.6.1 Classified employees who are laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations to which they can qualify within the Agency during the period of thirty-nine (39) months.
- 19.6.2 A reemployment list for each classification subject to layoff will be established and maintained for at least thirty-nine (39) months, or until exhausted, whichever is sooner.
- 19.6.3 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class, plus higher classes. Reemployment shall be in the reverse order of layoff.
- 19.6.4 Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy, except for reemployment lists established in accordance with the provisions of Education Code 45192 (industrial accident or illness leave) and Education Code 45195 (nonindustrial accident or illness leave) (after the layoff was effected).
- 19.6.5 When reemployment lists are in effect, in accordance with Education Code 45192 and 45195, and persons thereon have served in the class experiencing layoff, they will be placed on the layoff reemployment list according to seniority as if they had been in active service at the time the layoff was effected.

19.7 Reemployment.

- 19.7.1 Any employee who is laid off and is subsequently eligible for reemployment shall be notified, in writing, by the Agency of an opening. Such notice shall be sent by certified mail to the last address on file in the Human Resources Department.
- 19.7.2 An employee shall notify the Agency, in writing, of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. Receipt of notice shall be construed to mean a dated, certified letter was mailed to the employee's last known residential address as listed with the Human Resources Department.
- 19.7.3 When a vacancy occurs in a class for which a layoff reemployment list has been established, the senior employee will be notified and given an opportunity to accept the vacancy. If an employee on a reemployment list refuses the offer of employment, no additional offers will be made, and his/her name removed from the reemployment list. The offer will then be made to the next person on the list. An employee who accepts reemployment must be available to begin reemployment at the Agency within ten (10) workdays.
- 19.7.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or are to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months. This is in addition to the thirty-nine (39) months, equaling a reemployment list of sixty-three (63) months.
- 19.7.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be returned to their former classification or position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall

be ranked on that list in accordance with their proper seniority.

- 19.7.6 An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or limited term employee in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority.
- 19.7.7 An employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored.
- 19.7.8 Employees who have had their assigned positions reduced in time due to lack of work or lack of funds shall be offered the first (1st) vacant position which has the same number of hours and months as their previous assignment prior to the reduction. Regular layoff and reemployment procedures shall be followed.
- 19.7.9 The provisions of this Article of the Agreement shall be grievable or subject to arbitration under this Article or any other Article of this Agreement.

ARTICLE XX

DISCIPLINARY ACTION

20.0 Disciplinary Procedures.

20.1 Disciplinary Action Defined: Disciplinary action is defined as suspension without pay, demotion (other than reduction in hours of employment or assignment to a lower class pursuant to Sections 45101(g) and 45298 of the California Education Code) and discharge (other than a layoff). This Article shall not apply to probationary employees.

20.2 Progressive Discipline: The parties acknowledge that progressive discipline such as verbal warnings, conferences, written warnings or letters of reprimand, shall be utilized, unless the misconduct is of a serious nature.

20.2.1 Written warnings shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction, and shall include specific infraction(s), the directive(s) to correct the identified infraction(s) and consequences of failure to correct the infraction(s) or continued engagement in misconduct. The Agency shall meet with the unit member to review and provide a copy of the written notice. If employee is not able to meet with the supervisor within this fifteen (15) working day period, the Agency can serve the written warning by sending to the employee's last known address.

20.2.2 Letters of reprimand shall include the specific misconduct. Letters of reprimand should include a plan for improvement and consequences for continued infractions. The employee shall sign the reprimand to acknowledge receipt only. Letters of reprimand shall not be placed in the employee's personnel file unless and until the employee is given the opportunity to review the letter and respond. The employee may prepare a written response within ten (10) working days of the date of receipt of the letter of reprimand. Such response shall be attached to the letter of reprimand.

20.3 Disciplinary Action for Cause: A permanent classified employee shall be subject to disciplinary action for cause. The term "cause" shall include, but shall not be limited to, the following:

20.3.1 Conviction of a serious or violent crime by a court of law; failure to disclose material facts regarding criminal records, and other false or misleading information on application forms or examination and employment records concerning material matters.

20.3.2 Immoral conduct.

20.3.3 Incompetency, inefficiency, neglect, inattention, or dereliction in the performance of the duties of

the position held.

- 20.3.4 Insubordination (including, but not limited to, refusal to do assigned work), or disrespect toward authority.
 - 20.3.5 Negligent or willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations or procedures adopted by the Board of Directors.
 - 20.3.6 Political activities engaged in by an employee during his/her assigned hours of employment.
 - 20.3.7 Possession or consumption of alcoholic beverages or controlled substances or use of alcoholic beverages or controlled substances which interferes with job performance. Addiction to the use of narcotic or controlled substances.
 - 20.3.8 Negligent or willful damage or injury to persons or property. Negligent or willful waste of Agency property, supplies or equipment.
 - 20.3.9 Misrepresentation or fraud in securing appointment.
 - 20.3.10 Dishonesty.
 - 20.3.11 The failure to secure or revocation of any license which is required for employment.
 - 20.3.12 Conduct unbecoming an employee in the public service. Discourteous, offensive, or abusive conduct or language toward other employees, Agency Officials, pupils or the public.
 - 20.3.13 Violation of or refusal to obey the school laws of the State or the rules and regulations prescribed by the State Board of Education or by the Board of Directors.
 - 20.3.14 Abandonment of position. (Three (3) consecutive working days or more of unexcused absence).
 - 20.3.15 Absence and/or repeated tardiness without authority or sufficient reason. Illness leaves, when habitually taken for trivial indispositions.
 - 20.3.16 Failure or refusal to perform the duties of the position.
 - 20.3.17 Failure to report for review of criminal records or for health examination after due notice.
 - 20.3.18 Advocacy of the overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means. Membership in the Communist Party.
 - 20.3.19 Conviction of a controlled substance offense as defined in Education Code Section 44011.
 - 20.3.20 Conviction of a sex offense as defined in Education Code Section 44010.
- 20.4 Dismissal Procedure.
- 20.4.1 Notice of Disciplinary Action: The Agency shall give notice to any permanent employee subject to disciplinary action prior to taking the action. The Notice of Disciplinary Action must be in writing and must contain the specific charge(s) against the employee including: a description of the conduct giving rise to the charges and the specific cause(s) for discipline; notice of the right to a Skelly meeting, and a statement informing the employee that failure to request a Skelly meeting within the specified time period will result in his or her waiver of the right to such a meeting. The Notice of Disciplinary Action and statement of charges will be unsigned.
 - 20.4.2 Skelly Meeting: The employee may request the Skelly meeting within five (5) days after the date of service of the Notice on the employee. The meeting shall be the employee's opportunity to exonerate his/her name of the charges though either orally and/or written documentation. Failure

to request a Skelly meeting within the specified time period will result in his or her waiver of the right to such a meeting.

20.4.3 Within five (5) days from the Skelly meeting (or waiver thereof), the Chief Executive Officer (CEO) or his or her designee shall determine whether the proposed discipline shall be imposed, modified or dismissed and provide written notification of such decision to the unit member. The CEO may proceed with the disciplinary action by filing written notification of charges and recommendation of disciplinary action with the Board. A signed copy of this Notice of Disciplinary Action shall also be served upon the employee.

20.4.4 Demand for Hearing: The signed Notice of Disciplinary Action must be accompanied by a "Demand for Hearing" form which the employee may sign, date and file with the Agency. The timely filing of a properly signed and dated Demand for Hearing with the Agency within five (5) days shall constitute a denial of all charges and a demand for hearing required by Section 45113 of the Education Code. The employee's failure to file the Demand for Hearing within the time specified shall constitute a waiver of the employee's right to such a hearing, and a waiver of the employee's right to such a hearing before the Board of Directors ("Board"), or designee, and shall constitute acceptance by the unit member of the disciplinary action specified in the Notice of Disciplinary Action.

20.4.5 Status Pending Disciplinary Hearing: Upon service of the executed Notice of Disciplinary Hearing, the CEO may, in his or her discretion, place the employee on suspension without pay, pending the disciplinary hearing.

20.5 Disciplinary Hearing.

20.5.1 The hearing must be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The employee must be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The Agency may also be represented by counsel. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts.

20.5.2 All hearings must be heard by a hearing officer, except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the hearing is heard by the Board, the Board must affirm, modify or revoke the recommended disciplinary action.

20.5.3 If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the hearing officer's proposed decision must be received and filed by the Board and furnished to each party within ten (10) calendar days after the proposed decision is filed by the Board. The Board may affirm, modify, or revoke the hearing officer's proposed decision.

20.5.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) calendar days after the proposed decision is filed by the Board.

20.5.5 In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

20.5.6 Hearing Decision: The decision of the Board must be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the Board shall be certified to the CEO or designee who recommended the disciplinary action, and he/she shall enforce and follow the Board's decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered mail. The decision of the Board is final.

20.6 Discipline of Probationary Employees: Probationary employees are those employees who have been continuously employed by the Agency less than six (6) months. The Agency shall have the right to impose disciplinary action on probationary employees for any reason whatsoever, and such employees shall not have a right to the remedies provided in this Article and shall not have recourse to the grievance and arbitration procedures of Article XIX for such disciplinary action.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.0 Procedures for Inquiry.

21.0.1 California School Employee Association recognized Chapter 652 Job Stewards (a maximum of nine (9)) shall have the right to search for information relating to employer/employee relations necessary to fulfill their obligation of representation. This shall include access to all data pertaining to each situation. The Job Stewards shall relate the need for this information to the department head or their designee.

21.0.1.a. No name or grievant shall be necessary at this step of the inquiry.

21.0.1.b. THE ASSOCIATION Job Stewards shall state in writing what contract section(s) is believed to have been violated, the approximate date(s) of the violation(s), the date of discovery, and state what type of contract violation they are inquiring information for and request the information needed in writing.

21.0.1.c The time lines in Article 21.3.1.1 shall be extended by fifteen (15) days if the inquiry is requested in writing within the time period stated in Article 21.3.1.1. The THE ASSOCIATION Job Steward shall notify the Agency of the findings of the inquiry and the possible processing or not of pending grievance and THE ASSOCIATION shall suggest a resolution.

21.0.1.d California School Employee Association and Agency shall both work to expedite the process. The Agency will respond in writing to the inquiry for information within two (2) business days. Extensions can be mutually agreed to.

21.1 Definitions for this article are as follows:

21.1.1 A "grievance" is an allegation by a unit member(s) that the Agency has violated an express provision of this agreement and that by reason of such violation, the unit member's(s)' rights have been adversely affected.

21.1.2 A "grievant" is an Agency employee in the unit covered by this agreement who files a grievance or the Association on behalf of the bargaining unit.

21.1.3 A "day" is any weekday in which unit members are required to render service to the Agency.

21.1.4 The "immediate supervisor" is the first-level administrator having immediate jurisdiction over the grievant.

19.1.5 An "Agency grievance form" shall mean an Agency-provided form completed in writing. The Agency and the THE ASSOCIATION President or designee shall meet and discuss any substantive

revisions to the Grievance form prior to the revised form being utilized by the parties. (Refer to Appendix A for copy of level I and II Grievance.)

21.2 General Provisions.

- 21.2.1 The purpose of the procedure is to attempt to secure, at the level of the immediate supervisor, solutions to alleged violations of the specific provisions of the agreement. This grievance procedure shall not be construed by either party to allow for class action grievances.
- 21.2.2 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The Agency and the Association representatives agree that every effort will be made by the Agency and the aggrieved party to settle grievances at the lowest possible level.
- 21.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The grievant shall have access to all grievance documents in such file.
- 21.2.4 Grievance meetings will be scheduled by the Agency at mutually convenient times and places. Normally, such meetings will be scheduled in such a manner that they will not conflict with regular duties; however, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time, without loss of salary, will be provided to the grievant and his/her authorized Association representative, if any. In addition, witnesses shall be given released time while testifying. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).
- 21.2.5 When a grievance has been filed by an employee the grievant may terminate the grievance at any time by giving written notice to the Agency. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The Agency shall give written notice of such termination to the employee.
- 21.2.6 In order to encourage a professional and harmonious disposition of unit member's complaints it is agreed that from the time a grievance is filed until it is processed through the grievance procedure neither the grievant nor the Association nor the Agency shall make public either the grievance or evidence regarding the grievance. Documents relevant to processing a grievance shall be furnished upon request by either party.
- 21.2.7 Nothing contained in this grievance procedure shall be construed as limiting the right of a unit member, at any time, to present grievances to the Agency and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of this Agreement and section 3543 of the Government Code; provided, however, that the Agency shall not agree to a resolution of said grievance until the Association has received from the agency a copy of the grievance and the proposed resolution and has also been given the opportunity to challenge the resolution. The Association reserves the right to challenge the resolution of such a grievance based on the allegation that the resolution is inconsistent with the terms of this Agreement.
- 21.2.8 The grievant shall be entitled, upon request, and with advance notice of at least one day, to Association representation at all grievance meetings. The grievant, however, must be present at each step of the grievance procedure, unless excused by the Agency. If the grievant is unable to be present due to an absence from duty caused by illness, injury or other acceptable reason, the processing of the grievance shall be deferred until the grievant returns to duty or may proceed without the grievant if the parties mutually agree.
- 21.2.9 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure. The Agency shall not impose or threaten to impose reprisals on unit members, discriminate or threaten to discriminate against

unit members, or otherwise interfere with, restrain, or coerce unit members because of their exercise of rights guaranteed by Chapter 10.7 (commencing with Section 3540 of Division 4 of Title I of the Government Code).

- 21.2.10 If the grievance arises from an action of authority higher than the immediate supervisor the grievant, if dissatisfied with an informal meeting with the administrative authority involved, may submit such grievance in writing as required in Level I, to the CEO and processing of such grievance will commence with Level II.
- 21.2.11 The time limits specified at each level in this grievance procedure shall be considered as maximum.
- 21.2.12 If a grievance is not processed by the grievant in accordance with the time limits set forth in this article it shall be considered settled on the basis of the decision last made by the Agency. If the Agency fails to respond to the grievance in a timely manner, at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved and the grievant may proceed to the next step.
- 21.2.13 The filing of a grievance shall in no way interfere with the right of the Agency to carry out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.
- 21.2.14 The Association may itself grieve those Articles subject to the grievance procedure of this Agreement.
- 21.2.15 A monetary award or settlement under these procedures shall be made by supplemental check or be included in the next regular monthly check.

21.3 Informal Level.

- 21.3.1 Before filing a formal written grievance the unit member shall attempt to resolve the complaint by an informal conference with his/her immediate supervisor. The employee may be accompanied by an Association representative at this conference if the employee so desires. If the immediate supervisor does not provide a response within five (5) days after the meeting the Informal Level is terminated. Thereafter, the unit member may proceed to Level I of the grievance procedure.

21.4 Formal Level.

21.4.1 Level I.

- 21.4.1.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days of the time when the unit member, by reasonable diligence, should have known of the act or omission giving rise to the grievance, the grievant must file, on the appropriate grievance form, his/her formal grievance with the immediate supervisor.
- 21.4.1.2 The statement shall be a clear, concise statement of the circumstances giving rise to the grievance; citation of specific article, section and paragraph of this agreement that is alleged to have been violated; the decision rendered at the informal conference; and the specific remedy sought.
- 21.4.1.3 The immediate supervisor, or designee, or the grievant may request a personal conference.
- 21.4.1.4 The immediate supervisor, or designee, shall communicate his/her decision to the grievant, in writing, within ten (10) days after receiving the grievance.

21.4.2. Level II.

21.4.2.1 If the grievant is not satisfied with the decision at Level I he/she may appeal the decision on the appropriate form to the CEO, or designee, within ten (10) days after the receipt of the decision. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear and concise statement of the reasons for the appeal.

21.4.2.2 A conference shall be held at the request of either the grievant, CEO, or designee.

21.4.2.3 The CEO, or designee, shall communicate his/her decision to the grievant, in writing, within ten (10) days after receiving the grievance. If the CEO, or designee, does not respond within the time limits provided the grievant may appeal to the next level.

21.4.3 Level III – Arbitration.

21.4.3.1 A grievance which is not settled pursuant to Level II, and which the Association desires to contest further, and which involves the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in the Article; but only if the Association gives written notice to this Agency of its desire to arbitrate the grievance within ten (10) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure described heretofore in this Article. The provisions of Article I, Recognition; the Agency Rights set forth in Article XXII; the provisions of Article XXIII, Concerted Activities; Article VII, Salary; and Article VIII, Employee Benefits, are specifically excluded from arbitration under the provision of this Article. Notwithstanding a timely written notice requesting arbitration, the parties may continue to discuss the grievance in an effort to resolve the same and may mutually agree to seek the services of a mediator to help in that effort.

21.4.3.2 As soon as possible, and in any event no later than ten (10) working days after the Agency receives written notice of the Association's desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said ten (10) working days the arbitrator shall be selected from a list of five (5) provided by the State Mediation and Conciliation Service identified as having experience working with educational agencies. Each party will alternatively strike from the list until one name remains. The order of striking will be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days the parties shall proceed to select another arbitrator from the list obtained from the State Mediation and Conciliation Service, unless the parties mutually agree to hold the hearing outside of the sixty (60) days with the originally selected arbitrator.

21.4.3.3 The arbitrator shall have no power to change or establish salary structures.

21.4.3.4 The arbitrator shall have no power to alter, mend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

21.4.3.5 This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually

found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement, as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in what is, in effect, a modification (whether by addition or subtraction) of the written terms of this Agreement. The arbitrator shall not render any decision or fail to render any decision or award merely because, in his opinion, such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- 21.4.3.6 The arbitrator will be without power or authority to make any decision which require the commission of an act prohibited by law or which is a violation of the terms of this Agreement.
- 21.4.3.7 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 21.4.3.8 The decision of the arbitrator shall be binding upon both parties hereto.
- 21.4.3.9 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties, if they both mutually agree.
- 21.4.3.10 The costs of the services of the arbitrator including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally (50%) by each party and neither party shall be responsible for the expense or witnesses called by the other.
- 21.4.3.11 The arbitrator may hear and determine only one (1) grievance at a time, unless the parties expressly agree otherwise; however, both parties will, in good faith, endeavor to handle, in an expeditious and convenient manner, case which involve the same or similar facts and issues.
- 21.4.3.12 Each party shall bear the expense of presentation of its own case.
- 21.4.3.13 Agency-paid release time shall be available for current Agency employees if called to be a witness for either party.

ARTICLE XXII

SAFETY CONDITIONS OF EMPLOYMENT

- 22.0 The Agency shall provide safe working conditions as determined by the Agency for all unit members within the fiscal capabilities of the Agency, and will provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.
- 22.1 A safety committee shall be formed composed of two (2) members appointed by the Agency and two (2) members appointed by the exclusive representative which committee shall review health, safety, sanitation and working conditions. The committee shall make recommendations to the Agency concerning improvements in health, safety, sanitation and working conditions.
- 22.2 Both parties agree that the responsibility for safe working conditions is that of the Agency and the responsibility for the maintenance of safe procedures and practices is that of the unit member.

ARTICLE XXIII

ASSOCIATION MEMBERSHIP, DUES, AND OTHER DEDUCTIONS

- 23.0 The Agency and the Association recognize the rights of the employees to form, join, and participate in activities of employee organizations and the rights of employees to refuse to form, join, and participate in such activities.
- 23.1 The Agency and the Association further agree that rules regarding membership in the Association are entirely the matter of the Association, and that the following provisions for payroll dues deductions are a service of the Agency to Association members and do not constitute a part of the membership provisions of the Association.
- 23.2 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the Agency, through the Association, a revocable monthly payroll deduction assignment form authorizing deduction of Association unified membership dues in the amount authorized by the unit member. Such written authorization for deduction or change in the amount of deduction must be received by the Agency before the tenth (10th) day of the current month in order to take effect during the current pay period. Any revocation of a written authorization shall be in writing and shall be effective commencing with the next pay period.
- 23.3 On the written authorization of any unit member the Agency shall, on a monthly basis, draw its order upon the funds of the Agency in favor of the Association for an amount equal to the total of the dues deductions made during the month and shall furnish to the Association a list of all unit members affected, together with the amount deducted for each.
- 23.4 Upon appropriate authorization from the unit members the Agency shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the Agency, and comply with Government Code 3508.5(a).
- 23.5 The recognized employee organization shall indemnify and hold the employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the employer's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of AVSTA employees against the employer. Any clerical errors will be corrected by the party making the error, with the provision that if any agency fees are deducted from the pay of any employee and remitted to the Association, and the employee does not owe the same, the Association shall refund the same to the unit member and the Agency shall not be liable for any refund.

AGENCY FEE AGREEMENT

- 23.6 Check Off.
- 23.6.1 As provided for herein, as long as the Association is the exclusive representative for the unit, the Association shall have the sole and exclusive right to have agency fees deducted for employees in the bargaining unit by the Agency.
- 23.7 Agency Fee.
- 23.7.1 Pursuant to the agency fee election conducted on June 11, 2002, any employee who does not acquire or maintain membership in the Association shall be required to pay to the

Association an Agency fee as a fair share toward the administration of this Agreement and the representation of all bargaining unit employees.

23.7.2 Any Agency employee may sign and deliver to the Agency a revocable monthly payroll deduction assignment form authorizing deduction of agency fees in the amount authorized by the employee. Such written authorization for deduction or change in the amount of deduction must be received by the Agency before the tenth (10th) day of the current month in order to take effect during the current pay period. Any revocation of a written authorization shall be in writing and shall be effective commencing with the next pay period.

23.7.3 On the written authorization of any employee, the Agency shall, on a monthly basis, draw its order upon the funds of the Agency in favor of the Association for an amount equal to the total of the agency fee deductions made during the month and shall furnish to the Association a list of all unit members affected, together with the amount deducted for each.

23.8 Religious Objection.

23.8.1 If an employee in the bargaining unit is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, that employee shall not be required to join or financially support the Association as a condition of employment.

23.8.2 Any employee claiming an exemption shall write to THE ASSOCIATION's legal department and comply with THE ASSOCIATION's procedures for verifying the grounds for the exemption. Upon THE ASSOCIATION's verification of an employee's eligibility for an exemption from the obligation to pay agency fees, the employee, in lieu of service fees, will be required to pay a sum equal to the agency fees to one of the following nonreligious, non labor charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. United Way
2. American Red Cross
3. Antelope Valley Boys & Girls Club

23.8.3 Proof of the payments shall be made by the employee on a monthly basis to the Agency and Association as a condition of continued exemption from the requirement of financial support to the Association.

23.9 Hold Harmless Clause.

23.9.1 The recognized employee organization shall indemnify and hold the employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the employer's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of AVSTA employees against the employer. Any clerical errors will be corrected by the party making the error, with the provision that if any agency fees are deducted from the pay of any employee and remitted to the Association, and the employee does not owe the same, the Association shall refund the same to the unit member and the Agency shall not be liable for any refund.

23.9.2 In accordance with Government Code section 3508.5(c) agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the

recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

23.10 Record of Financial Transitions.

23.10.1 The Association shall make available annually to the Agency within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public account.

23.11 This Article is not subject to the grievance/arbitration provisions of the Agreement.

ARTICLE XXIV

AGENCY NOTICE TO CSEA OF NEW HIRES

24.0 Agency Notice to CSEA of New Hires

24.0.1 The Agency shall provide CSEA notice of any newly hired employee, within seven (7) days of date of hire.

24.0.2 The Agency shall concurrently provide CSEA with the following employee information: full name; date of hire; employee identification number; classification and title; FTE value (e.g., 1.0 or .75); pay rate; work site location(s); work phone number; and work schedule. CSEA will maintain the privacy of the employee's information.

24.0.3 "Newly hired employee" includes employees who have not been previously employed by the Agency and employees who are or have been previously employed by the Agency and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

24.1 Agency Provision of CSEA Membership Packet

24.1.1 The Agency shall provide to newly hired employees CSEA membership packet upon signing on of new employee. CSEA shall provide the copies of the CSEA membership packet to the Agency for distribution.

24.2 Orientation Session Hosted by CSEA

24.2.1 CSEA shall have the right to conduct an orientation session for newly hired unit employees to inform them about CSEA, including but not limited to CSEA structure, activities, and membership, and the collective bargaining agreement.

24.2.2 The orientation session may be held on Agency property.

ARTICLE XXV

ASSOCIATION RIGHTS

25.0 The authorized onsite representative(s) of the Association may transact official Association business on school property at reasonable times. Reasonable times shall mean: before the start and after completion of the workday, lunch period, and periods during which an employee is present at the school site but not expected to perform services for the agency. Association representatives when entering a school site for official Association business, shall promptly identify themselves at the agency office and obtain authorization from the Chief Executive Officer, or designee, which authorization shall not be unreasonably withheld prior to contacting any Agency employees. The Association further agrees that the Association representative shall not disturb or otherwise interfere with the work of any employee of the Agency.

- 25.1 The right to use without charge designated bulletin boards, mailboxes, and Agency telephone for the posting or delivery of information or notices concerning Association matters if performed during non-duty hours or on breaks. Any communication to be distributed, delivered or posted pursuant to this paragraph, must involve official Association business only. It also must be dated, bear the name of the Association and identify the person responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications and its use of Agency mailboxes and bulletin boards. A copy of each Agency-wide Association communication to unit members must be submitted to the Chief Executive Officer at the time of the placement of such communication on an Agency bulletin board or in an Agency mailbox. In the case where a communication is directed to unit members at a single location, the Association shall submit the communication to the Chief Executive Officer at the same time of the entrance of such communication into the mailboxes, or placement on a site bulletin board.
- 25.2 The right to use without charge institutional equipment, facilities, and buildings at reasonable times. The use of facilities will be in accordance with the Civic Center Act, and comply with Agency policy and regulations concerning building and facility use.
- 25.3 The right to be supplied annually with a complete bargaining unit seniority roster of all bargaining unit employees. The roster shall indicate the employee's present classification, date of hire, number of hours of employment and primary jobsite.
- 25.4 The right to receive prior to each Board meeting two (2) copies of the agenda and schedules in regards to that agenda. The Association will receive one (1) copy of the preliminary budget, publication and final budget, and one (1) copy of the adopted Form J-41-JP report to the County including all special funds. The right to receive at Association expense any public documents requested by the Association.
- 25.5 The Agency shall prepare and deliver sufficient copies of this agreement to the Association without charge for distribution to each unit member.
- 25.6 A total of seven (7) days release time, without loss of compensation, shall be granted to the president, or designee, of the Association for local and state conferences or workshops, pertinent to Association affairs. When school is in session, the Agency may request reimbursement for actual substitute cost associated with such leave. Prior to the leave, the Association will be notified of the need, if any, for reimbursement.
 - 25.6.1 Unit member seeking such leave shall file a request at the Agency office at least two (2) weeks prior to the date on which the unit member requests the leave to commence.
- 25.7 Agency agrees to include written material about THE ASSOCIATION membership provided by THE ASSOCIATION with materials given by the Agency to new hires in the unit at time of their employment.

ARTICLE XXVI

AGENCY RIGHTS

- 26.0 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the Agency. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
 - 26.0.1 The legal, operational, geographical, and organizational structure of the Agency, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
 - 26.0.2 The financial structure of the Agency, including all sources and amounts of financial support, income, funding, and debt, and all means and conditions necessary or incidental to the securing of 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 to this Agreement.

- 26.0.3 The acquisition, disposition, number, location, types and utilization of all Agency properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties.
- 26.0.4 All services to be rendered to the public and to the Agency personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting, within legal limitations, of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services; the agency will consult with the Association prior to implementing any subcontracting that would result in a decrease in the guaranteed hours to which a unit member is assigned.
- 26.0.5 The utilization of personnel not covered by this agreement, including but not limited to substitutes in any capacity, individuals who are hired specifically to perform extra-duty assignments or who are hired on an hourly basis and are not otherwise regularly employed by the Agency, any employee whose primary employment is not the Agency, casual, provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.
- 26.0.6 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the Agency; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, functions, activities, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
- 26.0.7 The job classifications, content and qualifications thereof, and the duties for all unit members;
- 26.0.8 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards.
- 26.0.9 The dates, time and hours of operations of Agency facilities, functions, activities and work schedules.
- 26.0.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters.
- 26.0.11 The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- 26.0.12 The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the agency not limited by the clear and explicit language of this Agreement.
- 26.1 In addition to its statutory reserved rights the Agency also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently any of the following:
 - 26.1.1 The rates of pay for any new classifications implemented during the term of this Agreement;
 - 26.1.2 Security and safety measures and rules for employees;

- 26.1.3 The transfer of employees Agency-wide;
 - 26.1.4 Staffing patterns;
 - 26.1.5 The administration of all employee health and benefit plans, and the manner and method of funding such plans;
 - 26.1.6 When overtime shall be worked and whether to require employees to work overtime.
- 26.2 All other rights of management not expressly limited by the language of this Agreement are also expressly reserved to the Agency even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the Agency's rights. The exercise of any right reserved to the Agency herein in a particular manner, or the non-exercise of any such right shall not be deemed a waiver of the Agency's right or preclude the Agency from exercising the right in a different manner.
- 26.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the Agency set forth herein above, or any other rights of the Agency not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article XIX.
- 26.4 The Agency retains its right to amend, notify or rescind policies and practices referred to in this Agreement in case of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Agency and is expressly excluded from the grievance provisions set forth in the Article "Grievance Procedure".

ARTICLE XXVII

CONCERTED ACTIVITY

- 27.0 It is agreed and understood that there will be no strike, work stoppage, slow-down, no strike picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the Agency by the Association or by its officers, agents, or employees covered by this Agreement during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.
- 27.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the Agency by employees who are represented by the association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 27.2 It is agreed and understood that any employees violating this Article may be subject to discipline up to and including termination by the Agency.
- 27.3 In the event that the Association, its members, agents, representatives, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article "Grievance Procedure", the Association (and the employees) shall be deemed to have waived the right to process the grievance or dispute and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the Agency's last stated position with respect thereto.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

- 28.0 If any article, section, or provision of this Agreement shall be found to be contrary to or in conflict with federal or state law, that article, section, or provision only, shall be rendered void with no effect because of the contradiction or conflict with federal or state law to any other article, section or provision of this agreement.

Upon written notification by either party, a meeting will be held within ten (10) working days of such notification to discuss the impact of the voiding of the affected article, section or provision. The Association and the Agency shall negotiate the affected article, section or provision.

- 28.1 Should any article, section or provision of this Agreement or application thereof be deemed invalid by a court of competent jurisdiction, the parties shall meet, not later than ten (10) working days after receipt of such decision to examine this article, section, or provision affected, and if deemed appropriate by either party, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XXIX

NEGOTIATIONS

- 29.0 Each party may utilize the services of outside consultants to assist in the negotiations.
- 29.0.1 The Agency and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 29.0.2 Negotiations shall take place at mutually agreeable times and places.
- 29.1 MOUs and Side Agreements:
- 29.1.1. A permanent notebook to keep all MOUs and Side Agreements shall be maintained in the Agency's secretary's office.
- 29.1.2. The decision to include these agreements into the contract shall be decided (at least one a year) during negotiations.
- 29.1.3. The Agency shall maintain a permanent file of all MOUs and Side Agreements.

ARTICLE XXX

ENTIRE AGREEMENT

- 30.0 This Agreement shall supersede any rules, regulations, or practices of the Agency which shall be contrary or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Agency.
- 30.1 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 30.2 For the 2016-2017 and 2017-2018 school years, Article IX, Salary, and Article X, Employee Benefits, are automatically reopened each school year, and each party may, at its option, open three (3) additional contract articles each school year, which could include other proposed new articles. The reopeners must be sun shined on or before April of 2016 and April of 2017, respectively.
- 30.3 Proposals for a successor agreement may be sun shined by either party on or after April of the last year of this Agreement.
- 30.4 The parties agree to meet and begin negotiations on or before May 1 of each contract year, subject to section 30.2, above.

ARTICLE XXXI

DURATION

31.0 *This Agreement shall expire on June 30, 2018.*

31.0.1 Except as provided in Articles 30.0 and 30.1, the remainder of this Agreement shall remain in full force and effect for its term.

31.0.2 In the event that AVSTA (a JPA) again falls under the jurisdiction of the Public Employees Relations Board this agreement shall be subject to Article XXVIII.

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