

3.4 Number of Stewards

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

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

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

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

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

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

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

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

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.4.2 Operations-Support Services Unit

- 3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.
- 3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.
- 3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.
- 3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.
- 3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines,

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

3.5.1.10 Release Time


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

3.5.1.11 Neutrality

3.6.2 Union Convention Leave

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

3.6.3 Union Business Leave



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

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

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

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

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

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

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

ARTICLE 9--ASSIGNMENTS

9 Work Assignments

9.1 Differential Pay Assignments

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

9.1.1 Job Descriptions

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

9.1.2 Custodial Assignments

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of

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

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

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

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

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

9.4.2 Non-Public/County Program Schools

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

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

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

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

9.5 Transportation Field Trips

9.5.1 In-District Field Trips

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

9.5.2 Out-of-District Field Trips

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

9.6 Overtime--Bus Drivers

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

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

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

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

9.7 Use of School Buses and Route Time

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

9.8 Transportation Summer Work

9.10.1

Vehicle Use

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

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

The District will provide transportation shop personnel ~~and trade maintenance workers, Maintenance and Operations Staff, Food Service Staff, roofers, warehouse workers,~~ and other staff as designated by the District with an annual allowance of ~~\$135 up to \$175~~ ~~up to \$200-230~~ ~~\$250~~ vouchers redeemable ~~at Gr(linger Industrial Supply, J4.9.J Industrial Blvd, West SacNwie1 to,~~ for the purpose of purchasing the appropriate safety toe protection and oil resistant soled ~~steel toed~~ footwear ~~as determined approved~~ by the District for meeting the minimum standards of safety and performance required by their job description.

Nutrition Services

Additionally, the District will provide slip resistant shoes for food service workers

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

9.14 Work shift Assignments

9.14.1 Third Shifts

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

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

9.16 Rest Periods

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

- 9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor. **All rest periods shall be duty free. Th**

Private schools (business).

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

17.4.3 Plans for Professional Growth

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

17.5 Restrictions

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

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

~~17.5.4 Courses Taken Prior to Adoption~~

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

17.6 Salary Allowable

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

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

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

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

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