

**JULY 1, 2021 – JUNE 30, 2024 AGREEMENT**

**RIVER DELTA UNIFIED SCHOOL DISTRICT**

**and**

**CSEA, DELTA CHAPTER #319**

Board Adopted  
June 14, 2022

## TABLE OF CONTENTS

<u>Article Number Number</u>		<u>Article Page</u>
1	Recognition .....	3
2	Organizational Rights.....	4
3	Organizational Security.....	6
4	Employee Rights .....	8
5	Management Rights.....	10
6	Hours and Overtime .....	11
7	Transportation .....	15
8	Holidays .....	18
9	Vacation .....	19
10	Vacancy, Transfer and Promotion.....	20
11	Leaves.....	23
12	Classification/Reclassification .....	29
13	Layoff and Re-employment .....	30
14	Grievance Procedure .....	33
15	Employee Expenses and Materials.....	36
16	Pay and Allowances .....	37
17	Health & Welfare Benefits .....	40
18	Severability.....	43
19	District Use of Volunteers.....	44
10	Duration.....	45
<b>Appendix A</b>	Positions and Salary Ranges .....	46
<b>Appendix B</b>	Salary Schedule .....	48
<b>Appendix C</b>	Drug & Alcohol Testing of Driver (BP/AR 4112.42) .....	50

## ARTICLE 1

### RECOGNITION

- 1.1 The District recognizes the California School Employees Association and its Chapter 319 (hereinafter referred to as CSEA), as the exclusive bargaining representative for all work performed by classified employees in the positions listed in Appendix A.
- 1.2 Employee shall refer to all members of the classified bargaining unit.
- 1.3 The District and CSEA have an obligation pursuant to the Education Employment Relations Act to meet and negotiate on matters relating to wages, hours, and working conditions as determined by Law and PERB.
- 1.4 The District has the right to consult with CSEA on any matter outside the scope of representation. Any agreement arrived at through consultation shall be binding on both parties.

## ARTICLE 2

### ORGANIZATIONAL RIGHTS

#### 2.1 CSEA Rights

2.1.1 CSEA shall have the rights listed below in addition to the rights contained in any other portion of this Agreement.

2.1.2 The right of access at reasonable times to areas in which employees work, for the purpose of representing employees on grievances and other related matters.

2.1.3 The right to use without charge institutional bulletin boards, mailboxes, the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.

2.1.4 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and other related matters.

2.1.5 The right for a designated CSEA officer to review employees' personnel files and any other records dealing with employees when accompanied by the employee when not in paid status or upon presentation of a written authorization signed by the employee.

2.1.6 The right for a designated CSEA officer to be supplied with a complete "hire date" seniority roster of all employees annually. The roster shall indicate the employee's present classification and primary job site.

2.1.7 The right to receive upon request one copy of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties as the exclusive representative, including documents needed in any disciplinary action or grievance.

2.1.8 The right to review, at reasonable times, any public document in the possession of or produced by the District relating to wages, hours and other terms and conditions of employment.

2.1.9 The Association shall have the right to meet with new hires and be present during new hire orientation. The Chapter President shall be notified of scheduled orientations five (5) working days in advance. At the orientation, the Chapter President, or his/her designee shall be provided reasonable opportunity to make an introduction to the union and its benefits.

#### 2.2 Release Time

2.2.1 Employees who are regularly employed during evening hours shall be entitled to release time to attend CSEA meetings and special CSEA activities scheduled during those hours.

- 2.2.2 The amount of time the employee is absent from his/her assigned job shall be worked prior to or following the absence. The absence shall not conflict with other scheduled District activities.
- 2.2.3 The employee desiring release time shall notify his/her supervisor at least one (1) workday in advance.
- 2.2.4 The District agrees to provide five (5) days release time without loss of compensation for the appropriate number of CSEA chapter delegates to attend the CSEA Annual Conference. The number of delegates will be based on the total number of CSEA members employed by the District using the following ratio: Up to 150 members - 2 delegates; 1 additional delegate for each additional 100 (or part thereof) members.
- 2.2.5 A reasonable number of CSEA representatives shall have the right to receive reasonable periods of release time when meeting and negotiating and for the processing of grievances.
- 2.3 Contract Distribution
- 2.3.1 Within thirty (30) calendar days (excluding any days in the months of July and August) after ratification of this Agreement by both parties, the District shall provide ten (10) "first draft" copies of this contract to CSEA. CSEA shall promptly provide any input regarding the draft, and within ninety (90) calendar days (excluding any days in the months of July and August) after ratification of this Agreement by both parties, the District shall provide fifteen (15) "final version" copies of this contract to CSEA and a copy to each unit member in the District.

## ARTICLE 3

### ORGANIZATIONAL SECURITY

#### 3.1 Membership and Dues Deduction:

- 3.1.1 **District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US \_ (2018)*, expressing District's desire to work cooperatively with CSEA.** District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 3.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

#### 3.2 Dues Deduction:

- 3.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 3.2.2 The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 3.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 3.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### 3.3 Membership Information:

- 3.3.1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- 3.3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- 3.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

### 3.4 Hold Harmless Provision:

- 3.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 3.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.4.3 The District, upon request of CSEA, will provide CSEA each month (September-June) with a list of employees who have dues deducted through monthly payroll.

## ARTICLE 4

### EMPLOYEE RIGHTS

#### 4.1 Personnel Files

4.1.1 The personnel file of each employee shall be maintained at the District's central administration office.

4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the materials and to prepare a written response to such material. The written response shall be attached to the material.

4.1.3 An employee shall have the right at any reasonable time to examine and/or obtain copies of any materials from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

4.1.4 If an employee is prevented from access to his/her personnel file during normal business hours because of assigned duty hours, the Superintendent or designee may authorize the employee to be released from duty without loss of pay.

4.1.5 All personnel files shall be kept in confidence and shall be available for inspection only to District personnel with a valid "right to know" and who have the authorization of the Superintendent to review an employee's personnel file when actually necessary in the proper administration of the District's affairs.

4.1.6 Any written materials placed in a personnel file shall indicate the date of such placement and signature.

4.1.7 The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. The log shall be maintained in the employee's personnel file.

#### 4.2 Evaluation

4.2.1 No evaluation shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator.

4.2.2 No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement. The employee shall have the right to review and respond to any derogatory evaluation.



- 4.2.3 An employee may be evaluated whenever necessary as determined by the immediate supervisor.
- 4.2.4 Probationary employees will be evaluated no later than the end of the third (3rd) and fifth (5th) months of employment. The employee shall become a permanent employee at the conclusion of six (6) months of service.
- 4.2.5 Permanent employees shall be evaluated at least once a year no later than April 30. Evaluation will be submitted no later than the first Friday of May of each year. A special evaluation may be submitted before May if necessary as determined by the Principal, Immediate Supervisor, or Superintendent.
- 4.2.6 A classroom teacher will not complete the final evaluation form for a classified employee.

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times of operations; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.
- 5.3 The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency in order to evade the provisions of this Agreement.
- 5.4 During the term of this Agreement, the CSEA agrees not to engage in a strike, work stoppage, slowdown or picketing. The District agrees not to engage in a lockout.
- 5.5 It is agreed and understood that any employee violating this Article may be subject to discipline.
- 5.6 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from the employee.

## ARTICLE 6

### HOURS AND OVERTIME

#### 6.1 Workweek

The normal workweek for full-time employees shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

#### 6.2 Workday

Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours which shall not be changed without prior notice, no less than fifteen (15) working days.

#### 6.2.1 Shift Change

Any proposed shift change shall be preceded by a discussion between the bargaining unit member and the immediate supervisor. The discussion shall include the proposed change and, if a temporary change, its duration.

6.2.11 Temporary Shift Change/Temporary Flexible Schedule: If there is mutual agreement between the bargaining unit member and the immediate supervisor, the temporary change can be implemented. Temporary shift changes/temporary flexible schedules shall not exceed ninety (90) consecutive calendar days. Lacking mutual agreement, the immediate supervisor may not alter the shift by more than sixty (60) minutes. This section shall not be utilized to avoid overtime compensation.

\*Summer school schedule is exempt

\*Change to non-student days is exempt

6.2.12 Permanent Shift Change: All permanent shift changes over sixty (60) minutes require the approval of CSEA and the District Personnel Office before the change can be implemented. The immediate supervisor shall submit the written request, including the bargaining unit member's signature of agreement, to the District Personnel Office to initiate the approval process.

#### 6.3 Adjustment of Assigned Time

Any employee who works at their regular job assignment (not substitute work) for a minimum of thirty (30) 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, effective with the next pay period.

6.4 Lunch Period

Any employee shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be a period of no longer than one (1) hour, nor less than one-half (½) hour for full-time employees at or about the midpoint of each work shift.

6.5 Rest Periods

All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or prorated accordingly.

6.6 Rest Facilities

The District shall make available at each work site a lunchroom, restroom, and lavatory facilities for employee use.

6.7 Overtime

6.7.1 All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or any one (1) shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.

6.7.2 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work, as set forth in Education Code 45131.

6.7.3 All hours worked on holidays shall be compensated at two and one-half (2-1/2) times the regular rate of pay (regular salary, plus 1-1/2 times regular salary, in accordance with Education Code Section 45203).

6.7.4 Overtime shall be, when possible, distributed and rotated as equally as is practical among employees within each department.

6.8 Shift Differential

Any employee with a majority of his regularly assigned work shift occurring after 5:00 p.m., shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

6.9 Compensatory Time

6.9.1 An employee shall have the option to elect to take up to four (4) hours compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime.

6.9.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within four (4) months of the date on which it was earned. If the compensatory time has not been taken within four (4) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

6.10 Minimum Call-In Time

6.10.1 Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

6.10.2 When an employee is required to work one (1) hour or more beyond the assigned shift with less than twenty-four (24) hour advance notice, the employee shall be compensated for no less than two (2) hours of work at the appropriate rate.

6.11 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight or overtime basis.

6.12 Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

6.13 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime, or call-back, on-call, or call-in time, except in an emergency as defined by the Superintendent and/or designee.

6.14 Summer School

6.14.1 When work normally and customarily performed by employees is required to be performed at times other than during the regular August-June academic year, the work shall be assigned to employees in the appropriate classification(s). If employees who regularly serve in the needed classification are not available, the work will be offered to other qualified employees in other classifications. If no regular employee is available, the District may hire outside persons.

6.14.2 An employee who voluntarily accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

## ARTICLE 7

### TRANSPORTATION

#### 7.1 Bus Route Procedures

- 7.1.1 Bus drivers shall have the opportunity to bid for routes for an upcoming school year under the following provisions. Not later than the last day of instruction in a school year, the District shall announce to its bus drivers the date on which routes for the upcoming year will be bid (the "bidding date"). This announcement shall be made by posting notice of the date on bulletin boards at the District Office and at each bus garage. The bidding date will be on or earlier than the third week of a school year. Not later than August 1 of each year, the District shall prepare and post three lists: a list of available routes; a list of bus drivers who have been assigned to the same route for the past three (3) years; and a list of bus driver seniority by hire date. The lists will be posted at the District Office and at each bus garage, and shall be posted for at least five (5) work days prior to the bidding date. After the posting of the lists and prior to the bidding date, each bus driver identified on the list of drivers assigned to the same route for the past three (3) years may contact the Director of Transportation or designee in person or by telephone and opt to retain their route for the upcoming year. On the bidding date, the remaining routes shall be bid at the District Office by the remaining drivers in order of hire date seniority, with the most senior driver bidding first. Seniority shall be based on hire date in the classification. If two (2) or more employees have equal class seniority, the determination as to who shall bid first will be made by lot. Drivers who are not able to be present at the District Office may either designate in writing a proxy to select a route on their behalf, or may provide to the Director of Transportation a phone number at which they can be reached on the bidding date. Drivers may bid for a route or a combination of routes, but no bus driver may select a combination of routes that will result in an excess of eight (8) hours of regularly assigned work per work day. Any driver absent on the bidding date, who does not provide a written proxy, who does not leave with the Director of Transportation a telephone number, or who on the bidding date cannot be reached at the telephone number left with the Director of Transportation, shall be assigned a route by the Director of Transportation, after all bidding bus drivers have selected routes.
- 7.1.2 Routes and schedules will be planned to provide the best service to students and the educational program needs of the District. CSEA will assist management, if requested.
- 7.1.3 If a route becomes vacant during the school year, the District may assign a bus driver to fill the vacancy. In the event that the District creates new routes during a school year, the bidding process provided in section 7.1.1 will be utilized to fill the routes. A driver may change routes with another driver for a predetermined length of time with management approval.

7.2 Bus Check-Out

Driver will be allowed fifteen (15) minutes per day to perform routine bus checks.

7.3 Housekeeping

7.3.1 Drivers will be allowed fifteen (15) minutes per day to clean the bus. Additional time required to maintain cleanliness of the bus will be approved by the supervisor and reported on the variable payroll.

7.4 Reduction in Time

7.4.1 In the event a driver suffers a reduction in assigned time from the previous school year, the District shall make a reasonable effort to restore those hours.

7.5 Minimum Assignment

7.5.1 Each driver's assignment will be established at a minimum of four (4) hours. If the driver's route drops below four (4) hours, the District shall assign the employee additional work within the District for the difference between the assigned route and four (4) hours.

7.6 Training

7.6.1 The District will provide paid time to all drivers required to take training in compliance with state regulations for certification and maintenance of employment status. The District will pay for the cost of training and certification.

7.7 Extra Trip Assignments

7.7.1 Extra trips including night, weekend and holiday trips will be assigned from a list of qualified drivers. At the start of each school year, the District will create and post two rosters of bus drivers qualified to be offered extra trip assignments ("Roster A" and "Roster B"). Bus drivers will be listed on the extra trip rosters by hire date seniority order, with the most senior bus driver listed first. Roster "A" will be used for the offering and assignment of extra trips on days when school is in session and Roster "B" shall be used for the offering and assignment of extra trips on weekends/holidays. For purposes of this section, a "qualified driver" is a driver who has been employed by the District and assigned to a regular bus route for at least six (6) consecutive months.



- 7.7.2 As extra trip assignments become available during the year, they will be offered to bus drivers on the appropriate extra trip roster in a rotational basis, with the first driver on the appropriate list being offered the first extra trip assignment of the year, and so on.
- 7.7.3 If a bus driver declines an offer of an extra trip assignment, the next driver on the appropriate extra trip roster will be offered the extra trip assignment.
- 7.7.4 If a bus driver either accepts an extra trip assignment or declines an offered extra trip assignment, that driver will not be offered another extra trip assignment until all other drivers on the appropriate extra trip roster have been offered subsequent available extra trip assignments.
- 7.7.5 If a bus driver declines three (3) extra trip assignments from an extra trip roster (Roster "A" or Roster "B") in a school year, he/she will be removed from that extra trip roster for the remainder of that school year.
- 7.7.6 Extra trip assignments will be posted at least three (3) days in advance of the trip, whenever possible. If at least twenty-four (24) hour notice of the availability of a night trip and at least forty-eight (48) hours advance notice of the availability of a weekend trip is not given to a driver, the refusal of the driver to accept that extra trip assignment will not be counted against the driver as a refusal to accept an offered extra trip assignment.
- 7.7.7 If a driver reports to work to find that a trip has been canceled, the driver will be compensated for two (2) hours time. The payment will not be counted as a trip taken for purpose of rotation on the appropriate extra trip roster; rather, the driver shall be offered the next available trip not already assigned to a driver on the appropriate extra trip roster. Such offer will not change the order of drivers on the extra trip rosters
- 7.7.8 Under no circumstances will a driver be assigned to an extra trip involving driving conditions for which the Director of Transportation and/or Transportation Supervisor believes that the driver is unqualified.
- 7.7.9 If no eligible driver from the extra trip roster is available, a non-roster driver may be assigned to the extra trip.

## ARTICLE 8

### HOLIDAYS

- 8.1 The District shall provide employees with the following paid holidays:
- New Year's Day
  - Martin Luther King's Day
  - Lincoln Day
  - Presidents' Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Good Friday
  - Veterans' Day
  - Day before Thanksgiving
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - New Year's Eve Day
- 8.2 Every day declared by the President or Governor of this state as a holiday, or any day declared a holiday by the Board shall be a paid holiday for all employees. If the Governor of California or the President of the United States declares that a day shall be observed as a day of mourning, fast or thanksgiving, and District office staff is provided with a paid holiday as a result, then the day shall also be a paid holiday for bargaining unit employees.
- 8.3 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.
- 8.4 An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 8.5 Employees who are not normally assigned to duty during the school holiday of December 24, December 25, December 31, January 1, or Good Friday, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 9

VACATION

9.1 All employees shall earn vacation with pay for all hours in paid duty status between July 1 and June 30.

9.2 Vacation shall be earned monthly per the following:

<u>Employment</u>	<u>Earning</u>
years 0 thru 5	10/12 day per month
years 6 and over	22/12 day per month

9.3 An employee may be granted vacation even though not earned at the time the vacation is taken, not to exceed five (5) days of unearned vacation. Any employee who has used unearned vacation which has not been subsequently earned and who terminates District employment shall have the value of the unearned vacation deducted from his/her last paycheck.

9.4 At the conclusion of a fiscal year, a bargaining unit member may only carry forward one (1) year's accrued but unused vacation. All vacation in excess of this amount will be cashed out as of June 30.

9.5 Scheduling

9.5.1 Vacation shall be scheduled during periods when school is not in session or at other times by mutual agreement between the immediate supervisor, site administrator, and employee.

9.5.2 Vacation dates shall be arranged at least thirty (30) days in advance, or in a shorter time, upon mutual agreement of the employee and the immediate supervisor. An employee's vacation request shall be approved or denied within five (5) workdays of receipt of the request.

9.6 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

9.7 Upon separation from district service for any reason, employees shall be entitled to a lump sum payment for any unused earned vacation.

9.8 District may order vacation to be used before retirement, resignation or termination.

## ARTICLE 10

### VACANCY, TRANSFER AND PROMOTION

#### 10.1 Definitions:

10.1.1 Classification: A job category identified on Appendix A

10.1.2 Assignment: The actual work location to which a unit member is assigned to perform the duties of his/her classification. As used in this article, the term “assignment” is the same as the term “position.”

10.1.3 Job Vacancy: An existing assignment which has been permanently vacated by an employee due to resignation, retirement, termination or transfer or promotion.

10.1.4 Voluntary Transfer: Change in assignment for a bargaining unit member within the same job classification, initiated at the request of the unit member.

10.1.5 Involuntary Transfer: Change in assignment for a bargaining unit member within the same job classification, initiated at the request of the District.

10.1.6 Voluntary Demotion: The downgrading of a bargaining unit member from one classification to a classification with a lower salary range at the request of the bargaining unit member. Unless agreed to by a bargaining unit member, the voluntary demotion procedure shall not be used either for discipline or for the purpose of circumventing the provisions of the Article of this agreement relating to layoffs.

10.1.7 Promotion: Change in assignment for a bargaining unit member to a different job classification at a higher pay range on the salary schedule.

#### 10.2 Filling of Vacancies

10.2.1 A unit member who has achieved permanent status in his/her current assignment may at any time submit to the Personnel Office a written request for transfer to a different assignment in the same classification.

10.2.2 Upon the District becoming aware of a job vacancy, the District will evaluate whether any person is entitled to an offer of the position based on that person’s then current placement on a rehire list (for example, a 39-month rehire list resulting from a prior reduction in force).

10.2.3 If there are no persons on an applicable rehire list, or if persons on the rehire list refuse the position or do not respond to District inquiries regarding the position, then the District will evaluate the possible voluntary transfer of current unit members who have submitted a request for voluntary transfer.

- 10.2.3.1 If a request for transfer is on file from a permanent employee whose current assignment is in the same classification as the vacant position, then the District will meet with that employee prior to making a decision to post the position. At that meeting, the District shall review with the employee the employee's qualifications, the employee's prior evaluation(s), and the employee's time in classification.
- 10.2.4 If the District decides to post the position, the District will post the job vacancy on bulletin boards in prominent locations at each District work site.
- 10.2.5 The job vacancy notice shall remain posted for a period of five (5) working days, during which time bargaining unit members may file for the vacancy. Any bargaining unit member may file for a job vacancy by submitting written notice to the Personnel Office within the filing period identified in the job vacancy notice.
- 10.2.6 The job vacancy notice shall include the job title, a brief description of the assignment and duties, the minimum qualifications required for the assignment, the assigned job site, the number of hours per day, regular assigned work shift time, days per week and months per year allocated to the assignment, the salary range, and the deadline for filing to seek the vacancy.
- 10.2.7 After the conclusion of the job vacancy posting period, the District may interview candidates for the position. Any unit member(s) seeking the position shall be given an interview, and preference in filling the position. If not given the position, the unit member shall be provided, upon request, a written statement of the reason for not being selected.. CSEA shall provide the District with a list of eligible members to call for classified interview panels by October of each year.
- 10.3 Involuntary Transfers:
- Involuntary transfers may be initiated by the District at any such time as the transfer is in the best interests of the District as defined by the Superintendent. If the District decides to fill the position through involuntary transfer, any employee affected by such transfer shall be given notice. As soon as administratively practicable, a conference will be held between the appropriate management person and the employee in order to discuss the reasons for the transfer. An involuntary transfer shall not be initiated by the District for arbitrary or capricious reasons. If an involuntary transfer due to lack of work would cause a hardship on the employee, that employee may take a layoff in lieu of transfer.
- 10.4 General Provisions:
- 10.4.1 Bargaining unit members granted a voluntary transfer shall not be entitled to another voluntary transfer within the next twelve (12) month period.
- 10.4.2 An employee promoted to a position with a different range than his/her regular position shall receive compensation for said position as specified on Step One (1) of the appropriate range. However, an employee shall not be required to take a reduction in pay as a result of a promotional assignment.

- 10.4.3 If an employee is promoted and does not succeed in the new position within six (6) months of on the job, CSEA and the District will meet to negotiate a resolution of the problem. At a minimum, the employee shall have the right to return to their former position. This section does not limit the ability of the District to impose employment discipline as provided by law and/or in this agreement.
- 10.4.5 Unit members seeking to be notified of job vacancies during the summer months or other extended absences may provide to the District Personnel Office stamped, self-addressed envelopes with a written request that job vacancy notices be mailed to the unit member.
- 10.4.6 The District shall give alternate work when available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but it may be completed only with the concurrence of the employee and CSEA.

## ARTICLE 11

### LEAVES

#### 11.1 Bereavement Leave

11.1.1 Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel of more than 200 miles or out of state travel is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.

#### 11.2 Jury Duty

11.2.1 An employee shall be entitled to leave without pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. The employee shall not be required to return to work when jury duty services exceed over one-half (1/2) of the employee's normal work day. Any combination of jury duty (in the court process) plus the employee's regular work assignment time shall not exceed eight (8) hours for any day, unless the actual jury duty time exceeds eight (8) hours.

#### 11.3 Military Leave

11.3.1 An employee 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.

#### 11.4 Sick Leave

11.4.1 An employee employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District with full pay for a fiscal year of service.

11.4.2 An employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

11.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service,

this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

- 11.4.4 Pay for any day of such absence shall be as the pay which would have been received had the employee served during the day of illness. For absences in excess of Five (5) days for personal illness or injury, the employee must provide to his/her supervisor a certification of absence from a health care provider with an authorization to return to work.
- 11.4.5 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 employee of the District 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 District.
- 11.4.6 Medical complications caused by pregnancy, childbirth or related medical conditions shall be treated as illnesses for purposes of sick leave.
- 11.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 11.4.8 Any sick leave benefits earned but unused on the date of termination for any cause shall in lieu thereof, the employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor if the employee is filing a request for retirement.

#### 11.5 Industrial Accident and Illness Leave

- 11.5.1 In addition to any other benefits that an employee may be entitled to under the Worker's Compensation Laws of this state, employees shall be entitled to the benefits listed below.
- 11.5.2 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 11.5.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Law of this state, exceed the normal wage for the day.
- 11.5.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation Laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use his/her accumulated and available normal sick leave and vacation leave, which when



added to the Worker's Compensation award provides for a day's pay at the regular rate of pay.

11.5.5 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

11.6 Entitlement to Other Sick Leave

11.6.1 Any employee who is absent from duty for more than his/her sick leave entitlement and for up to five (5) school months total, shall receive the difference between his/her regular salary and that actually paid for a substitute employee.

11.7 Break in Service

11.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

11.8 Absence for Personal Necessity

11.8.1 An employee may elect to use his/her sick leave for personal necessity absences. Days taken under this policy shall be in compliance with the Education Code, Section 45207 and shall not exceed ten (10) days per year, and is non-accumulative.

11.8.11 Two (2) days with no explanation, also as known as "no-tell days", may be used for personal necessity absences for which the disclosure of business will not be required, nor need to fall under the guidelines for personal necessity days.

11.8.12 A bargaining unit member must request the use of no-tell days 48 hours in advance in writing from the site administrator/supervisor. These requests are limited to one employee per department and will be processed on a "first come, first served" basis.

11.8.2 Should an employee elect to use his/her sick leave pursuant to Education Code 44981, there will be no pay deduction, and the employee's sick leave credits shall be reduced accordingly.

11.8.4 The reason for personal necessity shall be stated on the District form, "Employee's Certification of Absence."

11.8.5 A letter of certification may be required. Such letter would be from the attending physician, courts, officers of the law, officers of banks, or others who may have knowledge of the personal necessity.

11.8.6 Examples of Qualifying Conditions:

- 1) Death of a member of his/her family when additional leave is required beyond that provided in Section 11.1 or death of a personal friend.
- 2) Accident, involving his/her person or property or the person or property of a member of his/her immediate family.
- 3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 4) An illness of a member of the employee's immediate family, sudden or serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which required the attention during his/her assigned hours of service.
- 5) The birth of a child, making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.
- 6) Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- 7) Personal business of a nature that cannot be transacted outside of assigned working hours and where there is no alternative as to person, time, or place for its transaction. The nature of such business must not involve payment for the employee's services.
- 8) Care for a recently adopted child.

11.8.7 Limitations - Personal Necessity Does Not Include:

- 1) Vacation
- 2) Recreation
- 3) Work Stoppage
- 4) Seeking Employment
- 5) Shopping
- 6) Traveling
- 7) Conferences
- 8) Other Employment
- 9) Residential Upkeep

For the purpose of this leave, necessity is defined as a great and imperative need.

11.9 Family and Medical Leaves

11.9.1 The District provides leaves of absence in accordance with the provisions of the federal Family and Medical Leave Act, and the California Family Rights Act. Employees working in excess of 1,250 hours in the preceding twelve (12) months shall be entitled to the full benefit provided under the law, i.e., twelve (12) weeks of leave in any twelve (12) month period.

11.9.2 Employees working between 800 and 1,250 hours in the preceding twelve (12) months shall be entitled to take leaves of absence in accordance with the provisions of the federal Family and Medical Leave Act, and the California Family rights act, except that the maximum leave period available to such employees shall be six (6) weeks in any twelve (12) month period.

11.9.3 With regard to family and medical leaves of absence, where a conflict exists between federal law, state law or the provisions of this collective bargaining agreement, the greater benefit prevails.

11.10 Adoption Leave/Parental Leave

11.10.1 The full ten (10) days of personal necessity leave shall be granted to an employee, upon request, for the purpose of caring for a recently adopted child.

11.11 Unpaid Leave of Absence

11.11.1 An employee may request an unpaid leave of absence to be taken at times mutually agreeable to the employee and Superintendent.

11.12 Should the employee not have any available leave, and not report to work, there shall be, at a minimum, a salary deduction.

11.13 Catastrophic Illness Leave

11.13.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave, vacation, if applicable, paid time off, excluding differential pay.

11.13.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent/Designee for a donation of eligible leave credits and provide medical verification of the catastrophic illness or injury as required by the District.

11.13.2.1 As in the case of all sick leave use, the continued use of donated eligible leave credits shall be subject to appropriate medical verification by physicians selected by the District. The request will be reviewed by a

confidential committee comprised of the Superintendent/Designee and the CSEA president/designee for approval.

- 11.13.3 Any classified employee may transfer on a voluntary basis a portion of his or her accumulated leave credits up to five (5) days at a time, in daily increments, to another employee because of catastrophic or life-threatening sickness or accident. Any classified employee may make additional donations up to five (5) days in the same calendar year if they so desire.
  - 11.13.3.1 Any classified employee may transfer credits by signing an authorization identifying the employee and the number of days accumulated leave to be transferred to the named employee. Sick leave may not be transferred by any employee who, following the transfer of the designated leave, will have less than fifteen (15) days of accumulated sick leave (Ed. Code 44043.5)
- 11.13.4 Eligible leave credits means sick leave accrued by the donating employee.
- 11.13.5 The employee who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the District's Personnel Department.
- 11.13.6 In the event that donations exceed the need of the individual making the request, the excess days will be rebated to the donors on a pro-rata basis.
- 11.13.7 No employee may receive transferred leave credits from another employee unless receiving employee has exhausted all accrued sick and vacation, if applicable, paid leave credits, excluding differential.
- 11.13.8 The maximum amount of time for which donated leave credits may be used shall not exceed a period of twelve (12) consecutive months.

## ARTICLE 12

### CLASSIFICATION/RECLASSIFICATION

- 12.1 Every bargaining unit position shall be placed in a classification.
- 12.2 Position classification and reclassification shall be subject to negotiations between the District and CSEA. Either party may request to negotiate reclassifications if there is evidence to support a gradual increase in duties of any classification.

## ARTICLE 13

### LAYOFF AND REEMPLOYMENT

#### 13.1 Reason for Layoff:

Layoff shall occur only for lack of work, lack of funds or due to the expiration of a specially funded program.

13.1.1 Class is a group of positions (classifications) which have common job characteristics. See Appendix A.

13.1.2 Classification is a position within a class (group of positions) which has a designated title, specific duties, responsibilities, minimum qualifications, and a designated salary range.

13.1.3 Seniority shall be determined by hire date in the classification, commencing July 1, 1992. All employees hired prior to that date shall retain their positions on the seniority list as of June 30, 1992.

13.1.4 Reemployment List is a list of names of persons who have been laid off for lack of work or lack of funds, and who are eligible for reemployment without examination of their former classification for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.

#### 13.2 Notice of Layoff

##### 13.2.1

If the District proposes to lay off an employee for the ensuing school year due to a lack of work or lack of funds, or reduction of hours of a bargaining unit member, the District shall notify the employee in writing in accordance with Education Code Section 45117, no later than March 15 of each school year. The District shall meet with CSEA no fewer than thirty (30) days or by a mutually agreed upon date prior to the recommendation to the Board.

13.2.2 If the District proposes to lay off an employee as the result of the expiration of a specially funded program, it shall notify the employee to be laid off in writing at least sixty (60) days in advance of the effective date of the layoff.

13.2.3 Written notice to an employee of layoff shall state that it has been recommended that the notice be given to the employee, state the reasons that the employee's services will not be required for the ensuing year, and inform the employee of the employee's displacement rights, if any, and reemployment rights. The notice shall also contain the date by which the employee must select one of three possible options: select a vacancy for which they are eligible, assert their bumping rights, or elect a layoff and placement on the 39-month rehire list.

13.3 Order of Layoff

Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. Any employee with the least seniority within the classification, plus higher classifications, shall be laid off first. Seniority shall be based on hire date in the classification, plus higher classifications in which the employee has served. 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 by lot.

13.4 Bumping Rights

An employee laid off from his/her present classification may bump into the next lowest classification in which the employee has greatest seniority considering his/her seniority in the lower classification and any higher classifications. The employee may continue to bump into lower classifications to avoid layoff.

13.5 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

13.6 Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined in this Agreement.

In addition, they shall have the right to apply for promotion and use their seniority for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities.

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff 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.

13.7 Seniority Roster

The District shall provide an updated seniority list to CSEA along with the notice in Section 13.2.1 by January 15 of the current school year.

13.8 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of an opening. Such notice shall be made by telephone, except when it is not possible to notify the employee by telephone, in which case

such notice shall be sent by certified mail to the last address given the District by the employee. A copy of such notice shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

13.9 Employee Notification to District

An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) days after receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

13.10 Reemployment in Highest Classification

Employees shall be reemployed in the highest rate job classification available in accordance with their seniority. Employees who accept a position lower than their highest former classification shall retain their original 39 (thirty-nine) months rights to the higher paid position.

13.11 Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

13.12 Benefits

The District shall continue to provide health and welfare benefits as prorated for a period of sixty (60) days to laid off employees. The District shall permit laid off employees the option of continuing group health and welfare benefits at their own expense as per COBRA law.

13.13 Exit Interviews

CSEA and the District agree to jointly conduct individual exit interviews with laid off employees who request such interviews. Individual exit interviews shall take place at the District Office.

13.14 Lay off from Specially Funded Program

In the event of layoff resulting from the expiration of a specially funded program, the District will comply with the requirements of California Education Code section 45117.



## ARTICLE 14

### GRIEVANCE PROCEDURE

#### 14.1 Definition

14.1.1 A Grievance is an alleged violation of a specific article or section of this contract which adversely affects the grievant.

14.1.2 A Representative is a CSEA representative chosen by the grievant.

14.1.3 A Grievant is an employee.

14.1.4 A Workday is any day that the District Administration Offices are open for business.

#### 14.2 Informal Level

14.2.1 Alleged grievances shall be discussed in an informal conference with the grievant's immediate supervisor/administrator.

14.2.2 A grievant must attempt to resolve the problem within thirty (30) work days after the grievant knew or reasonably should have known of the circumstances which formed the basis for the grievance.

14.2.3 The grievant and the CSEA job representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

14.2.4 The time limits may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one (1) level to the next shall be considered settled on the basis of the last decision and not subject to further appeal.

#### 14.3 Level One- Immediate Supervisor/Administrator

14.3.1 Within ten (10) workdays after the informal conference with the supervisor the grievant must present his/her grievance in writing to the administrator with immediate administrative responsibilities for the position to which the complaint is assigned.

14.3.2 This statement shall be a clear concise statement of the grievance, and:

- a. The contract provision for which there is an alleged violation.
- b. The circumstances on which the grievance is based.
- c. The person involved or CSEA.
- d. The decision rendered at the informal conference.
- e. The remedy sought.

- 14.3.3 Copies of this statement plus the decision of the supervisor will be sent to CSEA.
- 14.3.4 Within ten (10) workdays of receipt of the Level One grievance, the administrator shall communicate his/her decision to the employee in writing. If the administrator does not respond within the time limit, the grievant may appeal to the next level.
- 14.3.5 Either party to the grievance shall have the right to request a personal conference in order to resolve the grievance. Either party may request the presence of one (1) conferee.
- 14.4 Level Two - Superintendent/Designee
- 14.4.1 Within ten (10) workdays after receiving the decision of the administrator in Level One, the grievant may appeal the decision to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision at Level One if received.
- 14.4.2 Within ten (10) workdays after the receipt of the appeal, the Superintendent shall investigate the grievance and provide his/her response in writing to the grievant and CSEA. If the Superintendent does not respond within the time limit, the grievant may appeal to the next level.
- 14.4.3 Within ten (10) workdays after receiving the decision of the Superintendent, the grievant may appeal the decision in writing to the next level.
- 14.5 Level Three - Advisory Arbitration
- 14.5.1 If the grievant is not satisfied with the decision of the Superintendent or his/her designee at Level Two, he/she may within ten (10) workdays submit a request in writing to the Superintendent for Advisory Arbitration of the dispute.
- 14.5.2 CSEA and the Superintendent/designee shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.
- Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 14.5.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
- 14.5.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

14.5.5 The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District.

14.5.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations.

14.6 Level Four - Board

14.6.1 The Board of Trustees shall review the arbitrator's findings and recommendations by the next regularly scheduled Board meeting, provided that there is at least five (5) workdays prior to the Board meeting for review and consideration. The Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall be advisory only. The Board may reopen the matter for the taking of additional evidence.

14.6.2 If the Board overrules the decision of the arbitrator, a revised decision shall be issued by the Board within thirty (30) work days after the Board's review.

## ARTICLE 15

### EMPLOYEE EXPENSES AND MATERIALS

- 15.1 The District shall provide all tools, equipment, and supplies reasonably necessary to employees for performance of employment duties.
- 15.1.1 If an employee provides tools or equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear. The employee shall have prior approval from his/her immediate supervisor to bring personal items to the work site. The employee shall identify each item in writing, the purchase price and estimated length of time the articles will remain at the work site. The supervisor shall forward this itemized inventory and written explanation of the purpose to the District business office at least three (3) days prior to the items being brought to the work site. The employees will provide for the District's approval an inventory of all tools used on the job site.
- 15.2 Safety Equipment
- Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of an employee or others, the District shall furnish such equipment or gear.

## ARTICLE 16

### PAY AND ALLOWANCES

#### 16.1 Paychecks

- 16.1.1 All regular paychecks shall be itemized to include all deductions and overtime.
- 16.1.2 All employees shall be paid once per month on the last working day of the month. If the normal pay date falls on a holiday, the paycheck may be issued on the preceding work day.
- 16.1.3 All employees on the variable payroll will be paid not later than the tenth (10th) of the month.
- 16.1.4 Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued no later than five (5) working days after the employee provides notice to the Business Office. Any payroll error resulting in an over payment to an employee shall be repaid by the employee upon terms agreeable to the employee and the District. Such repayment terms shall be reduced to a written agreement between the parties, and shall provide for full repayment within a time period not to exceed twelve (12) months, or twenty-four(24) month in extraordinary circumstances. If no repayment plan is agreed to by the parties, the District may implement salary reductions so that the overpaid amount is recaptured by the District within twelve (12) months, or twenty four (24) months in extraordinary circumstances. An employee subject to such a salary reduction will be given thirty (30) days advance notice prior to the first reduction.
- 16.1.5 Any paycheck which is lost after receipt or which is not delivered within five (5) days of mailing, shall be replaced not later than twenty (20) working days following the employee's request to the Business Office.
- 16.1.6 Any payroll adjustment due an employee as a result of working out of class, re-computation of hours or other than procedural errors shall be made at the following pay period.

#### 16.2 Expense Reimbursement

- 16.2.1 Any employee required by his/her immediate supervisor to use his/her private vehicle for district business shall be reimbursed for mileage at the current IRS rate.
- 16.2.2. Any employee who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed for expenses per board policy.
- 16.2.3 Any employee who, because of work assignment, uses out of pocket funds shall be reimbursed for expenses per board policy.

- 16.2.4 The District will reimburse bus drivers for the actual cost of a physical examination required as a condition of maintaining employment status, up to maximum of one hundred dollars (\$100.00).
- 16.3 Required Training
- Employees shall receive compensation as set forth below for training sessions which are required by the District or which are required by law in order for the employee to remain qualified to perform their job duties (“required training”).
- 16.3.1 When the required 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.
- 16.3.2 When the regularly assigned hours and the hours of required training combined total in excess of eight (8) hours on a regularly assigned workday, the employee shall be paid at the overtime rate appropriate for the hours worked in the day in excess of eight (8) or as required by California Education Code section 45131.
- 16.3.3 The District will reimburse reasonable employee expenses for transportation, registration fees and supplies incurred by an employee while attending required training.
- 16.4 Voluntary Professional Growth
- 16.4.1 A unit member may initiate professional growth and development activities, and may be eligible for reimbursement of expenses incurred in pursuing such professional growth.
- 16.4.2 A maximum of \$4,000 per year shall be set aside for this program. All funds shall be allocated and approved by the Superintendent.
- 16.4.3 All probationary and permanent classified employees are eligible to participate in the program. This does not include long-term substitutes, short-term or other substitute employees. Each classified employee may apply for up to \$200 per year for professional growth activities and related expenses.
- 16.4.4 Professional growth activities as used in this section include the following:
- 16.4.4.1 Tuition and fees for approved training classes and workshops.
  - 16.4.4.2 Attendance at local or state professional conferences or seminars.
  - 16.4.4.3 Meals and mileage incurred during approved training, conferences and seminars.

16.4.5 Approval procedures: The unit member shall submit a written application to their principal and/or supervisor to be reviewed. The supervisor shall forward the application, with a recommendation, to the superintendent for final approval or denial. The superintendent shall notify the unit member when final disposition has been taken on the application. Payment of expenses, including reimbursement, shall be through the appropriate procedures.

16.5 Working Out of Class

Any employee may be required to perform duties not a part of his/her regular classification for up to five (5) working days within a fifteen (15) calendar day period without change in compensation. If the employee is assigned out of class duties in a higher classification for more than five (5) days in a fifteen (15) calendar day period he/she shall be paid out of class pay in addition to his/her regular pay for all time actually devoted to out of class work, retroactive to the first day worked out of class. Such out of class pay shall be based upon the lowest step in the higher classification which is at least a five percent (5%) increase in pay for that period of time. If the work is that of a lower classification, no change in pay shall be made. An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

16.6 Longevity

Longevity increments of 3% shall be granted at the beginning of the employee's 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> years of service. Previous out of district experience is not applicable toward longevity. Employees in the 20<sup>th</sup> year of service and beyond, as of the 1999-2000 school year, shall also receive a 3% longevity step at year 23 of service.

ARTICLE 17

HEALTH AND WELFARE BENEFITS

17.1 Health and Welfare Benefits

17.1.1 The District will provide to each full-time, eight (8)-hour-per-day employee who takes District-provided medical insurance up to \$807.00 (eight hundred and seven dollars) monthly per unit member and/or unit member with covered dependents for health and welfare benefits. Premium accounts in excess of the limit will be collected from the enrolled employees via payroll deductions and submitted by the District to the insurance company(ies). The employee may purchase Benefit Coverage offered under the District's IRC S-125 cafeteria plan.

1. Medical:  
Kaiser
2. Dental:  
Delta Dental, including orthodontia or equivalent  
P.M.I.
3. Vision:  
Vision Service Plan
4. Life:  
Sun Life (employee only)

For employees hired on or before December 31, 2000, who do not take District-provided medical insurance, the District will pay \$300 per month in addition to regular pay. For employees hired on or after January 1, 2001, who do not take District-provided medical insurance, the District will pay \$150 per month in addition to regular pay. No cash payment in lieu of benefits will be made to employees with a first day in paid service on or after January 1, 2004. In order to be eligible to receive pay under this section, an employee must provide to the District proof of medical insurance coverage from another source. If no such proof is provided, the employee will not receive a payment under this section, and will be enrolled in a District sponsored medical insurance program.

An eligible full-time employee taking District provided medical insurance may also be entitled to a cash payment, calculated as follows: taking the cash-in-lieu allocation of \$300 or \$150, depending on date of hire, and reducing it by the amount spent for health and welfare benefits for the employee; the remaining amount, up to a total District expenditure of \$300 or \$150 per month, depending on date of hire, will be paid to the employee. No cash payment will be made to employees with a first day in paid service on or after January 1, 2004.

17.1.2 Effective October 1, 1990, employees working less than eight (8) hours per day for the school year shall be eligible for twelve (12) months of benefits on a prorated basis. The proration will be based on the ratio of the number of hours worked divided by eight (8) hours. The District contribution during the months not worked will be the same as that for the last month worked.



- 17.1.3 Effective October 1, 1990, if a part-time employee works more or less regular hours than their benefits proration is based on, then the difference will be calculated quarterly and an additional payment will be made, or the next quarters benefit proration will be adjusted.
- 17.1.4 The parties agree that any health benefit increase, paid by the District, shall be considered as a factor in the total compensation for employees.
- 17.1.5 Employees hired on or after May 21, 1996 (date of ratification of the 1995-1996 Agreement) who work less than four (4) hours per day shall not receive any District fringe benefit contribution. Employees working fewer than four (4) hours per day as of May 21, 1996 (ratification of the 1995-1996 Agreement) shall be grandfathered at their current benefit levels as of the date of ratification. Employees working fewer than four (4) hours per day as of May 21, 1996 (ratification of this Agreement) shall be entitled to continue to receive benefit contributions (prorated, based on hours worked) for so long as they remain employed with the District. In the event of a break in service of such an employee, their entitlement to pro-rated benefit contributions shall continue and be "bridged" during a break in service for us to thirty-nine (39) months. For purposes of this provision, "break in service" includes all reasons for a break (such as leave of absence, involuntary lay off as the result of lack of work or lack of funds, a voluntary resignation), but the term "break in service" does not include a termination of employment for just cause. In addition the District agrees that it shall not lay off such grand fathered employees and then rehire different individuals and/or wait for more than thirty-nine (39) months prior to rehiring such grand fathered employees for the purpose of avoiding benefit contributions to those individuals. This provision shall not entitle any laid-off employee to a district position in a classification different from the classification from which the employee was laid off.
- 17.2 Grandfathering Benefits
- 17.2.1 Employees working half-time or more [four (4) hours per day or more] prior to June 30, 1973, shall be "grandfathered" and shall receive District contributions toward the purchase of health and welfare benefits which are equivalent to the contribution level given to current, regular full-time employees, as specified in section 17.1.1, with no proration of the District contribution level. As of January 1, 1994, the District employees covered by this provision are: Rosemarie Moreno. This provision also applies to persons first employed on or before June 30, 1973, who are recalled to work from a reemployment list established under Education Code section 45298, 45115, or a similar provision of the Education Code.
- 17.2.2 Employees whose initial employment is July 1, 1973 or thereafter shall receive benefits as provided in section 17.1.1 and 17.1.2.
- 17.3 The District agrees to provide all employees payroll deduction and premium incorporation rights for all benefit programs available in the District and shall remit this money along with other regular payments to benefit providers.
- 17.4 The parties are required to follow the rules/regulations of the benefits carriers and/or administrators.

17.5 Retirement Benefits

17.5.1 Bargaining unit members who have been employed by the District for a minimum of ten (10) years and who have reached the age of fifty-five (55) shall be entitled to the following retirement benefits, up to the age of sixty-five (65) years.

17.5.1.1 The District will pay up to \$400 (four hundred dollars) monthly for the purchase of health and welfare benefits. Such coverage shall be in the same group plans available to active bargaining unit members.

17.5.1.2 After payment of premiums identified in 17.5.1, above, if any dollar amount remains, up to a maximum of \$300 per month, said dollar amount will be paid to the retired bargaining unit member on a periodic basis (10 or 12 times per year), but shall not be included in the IRC Section 125 Cafeteria plan.

17.5.1.3 Benefits in 17.5.1 shall also be available to the retiree's spouse and eligible dependents if the retiree opts to pay the premium for the benefits. Premiums for such insurance shall be paid by the retiree to the District monthly.

17.5.1.4 Retiree benefits shall be prorated based on the average number of hours worked during the employee's total District work years.

17.6 In May of every odd numbered year (1997, 1999, etc.), the District will conduct a survey by secret ballot election of unit members for the purpose of determining whether the District should purchase multi-tiered health insurance as opposed to composite rate health insurance. The survey of unit members will be conducted in conjunction with a larger survey of all employees of the district, including those who are not part of the CSEA bargaining unit. Only employees who are actually enrolled in a District-provided insurance plan (medical, vision, dental) shall be able to participate in the voting with regard to any possible change in that plan. The results of the election will be binding.

17.7 The District and the CSEA agree to form a representative committee every three (3) years beginning in the fall of 2017, to review the medical insurance options and plan structures currently available, and to further review possible modifications to the options and plan structures in an effort to determine whether more cost effective coverage is available. The findings from this review will be made available to the CSEA President and the Executive Board. It is understood that RDUTA will also have a representative on this committee for the interest in the members of RDUTA.

## ARTICLE 18

### SEVERABILITY

- 18.1 If, during the life of this Agreement, there exists any applicable law or rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect, as long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement.

## ARTICLE 19

### DISTRICT USE OF VOLUNTEERS

19.1 Definitions: Volunteer projects are those completed through donated work of individuals, student groups, community groups and public service programs. If such a project is contemplated, the District will provide CSEA with ten (10) working days advance notice prior to the implementation of the work. CSEA shall identify, in writing, the name and address of the contact person to receive notification of volunteer projects. CSEA shall have the right to meet with the District to examine concerns CSEA may have regarding a volunteer project, including concerns about whether the project will cause harm to the bargaining unit. If CSEA has concerns regarding the project, the District will consider CSEA suggestions for alternate methods of accomplishing the task.

19.1.1 Volunteer: A volunteer is an unpaid person authorized by the Board of Education to perform volunteer services for the school district. A volunteer shall serve in such capacity without compensation or employee benefits of any type, except for worker's compensation as provided for in California Labor Code Section 3364.5. All volunteers implied privileges and may be released from volunteering if so deemed by the Superintendent or designee.

19.1.2 Volunteer Projects: Those projects completed on district property through the donated work of individuals who are not employed by the District during work hours.

19.1.3 Classroom Volunteer: As provided in Education Code Section 35021, volunteers who participate at school or in school activities during school hours on a regular basis and who are always within view of certificated staff and are never left alone with students unless the classroom volunteer has been cleared through the District's fingerprinting process.

19.2 District Use of Classroom Volunteers: It is understood that if the volunteer project is work that would normally be done by bargaining unit members, an appropriate classified employee knowledgeable in the task to be completed will be involved in supervising the volunteers and will be paid at the appropriate rate of pay. The number of employees assigned will be sufficient to provide adequate oversight of the number of volunteers utilized. Assignment of other duties to the employee during such time periods will not interfere with the duties of supervising the volunteers.

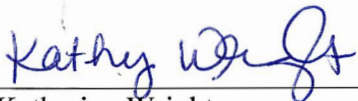
19.2.1 Classroom volunteers may offer services not otherwise available but may not be used to displace regular school personnel (Education Code Section 35021).


19.3 Donated work of individuals, student groups, community groups and public service programs shall not result in layoff or reduction of unit members or positions.

ARTICLE 20

DURATION

20.1 This Agreement shall be effective July 1, 2021 upon ratification by both parties and shall expire on June 30, 2024. The Agreement shall be reopened for negotiations for the 2022-2023 and 2023-2024 school years on salary, benefits, two (2) additional articles selected by both parties.

 3/7/23  
\_\_\_\_\_  
Katherine Wright                      Date  
Superintendent

 3/7/23  
\_\_\_\_\_  
Patty DuBois                      Date  
CSEA Interim President

## APPENDIX A

<b><u>CLERICAL</u></b>	<b><u>RANGE</u></b>
Office Specialist.....	7
Alternative School Clerk.....	8
Attendance Secretary/Registrar.....	12
Secretary.....	12
MOT Secretary.....	12
Admin Services Intrepreter/Translator.....	12
Clerical Specialist (District Office).....	14
Administrative Assistant-State/Federal Programs.....	16
Administrative Assistant-Maintenance, Ops., & Facilities.....	16
After School Program Supervisor.....	19
School to Career Coordinator.....	19
<b><u>TRANSPORTATION</u></b>	
Car Driver.....	10 *
Car Driver.....	5 *
Bus Driver.....	13
Bus Mechanic I.....	14
Bus Mechanic II.....	15
Transportation Assistant.....	17
<b><u>FOOD SERVICES</u></b>	
Food Services Worker I.....	3
Food Services Worker II.....	4
Senior Food Services Worker.....	5
<b><u>MAINTENANCE/CUSTODIAL</u></b>	
Custodian I.....	10
Delivery Worker.....	10
Gardener.....	11
Custodian II.....	12
Maintenance I.....	12
Utility Worker.....	12
Senior Custodian.....	14
Maintenance II.....	14
Software Support Technician.....	16
Technology Technician.....	16
Lead Maintenance Technician.....	18
<b><u>INSTRUCTIONAL</u></b>	
Instructional Asst. I (playground).....	5
Instructional Asst. II (classrm, libr., computer, career cntr, Spec. Ed., bilingual, parent advocate).....	6
Instructional Asst. III (special ed.).....	7
Instructional Asst. III A (computer lab tech.).....	7
Instructional Asst. III C (21 <sup>st</sup> Century Coordinator).....	7
Instructional Asst. IV (special ed).....	8
Health Assistant .....	8
Library Technician.....	8
Behavioral Management Aide.....	10

**APPENDIX A pg. 2**

**1<sup>st</sup> FIVE PRESCHOOL**

First 5 School Readiness Assistant Preschool Teacher.....	9
First 5 School Readiness Home Visitor.....	13
First 5 School Readiness Lead Preschool Teacher.....	19

**SPECIALIZED POSITIONS REQUIRING SPECIALIZED CERTIFICATES**

Speech and Language Pathology Assistant (Level 1=Step A, 2=Step B, & Level 3=Step C).....	X
Certified Occupational Therapy Assistant .....	X
Behavioral Management Technician .....	X

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*\* Individuals hired in the position of car driver after the date of ratification of this Agreement shall be paid at range 5 on the salary schedule. Employees currently serving in the position of car driver will continue to be paid at range 10 for such work for so long as they remain employed in that position.*

**ATTACHMENT B**  
**River Delta Unified School District**  
Classified Employees Salary Schedule  
FY 2021-2022  
Effective January 1, 2021

	a	b	c	d	e	f
3	\$ 2,599.95	\$ 2,677.95	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05
	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39
4	\$ 2,677.95	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48
	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91
5	\$ 2,758.29	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61
	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45
6	\$ 2,841.04	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54
	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00
7	\$ 2,926.27	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35
	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57
8	\$ 3,014.05	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12
	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16
9	\$ 3,104.48	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94
	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76
10	\$ 3,197.61	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91
	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39
11	\$ 3,293.54	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11
	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03
12	\$ 3,392.35	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66
	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69
13	\$ 3,494.12	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64
	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37
14	\$ 3,598.94	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16
	\$ 20.76	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07
15	\$ 3,706.91	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32
	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
16	\$ 3,818.11	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24
	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54
17	\$ 3,932.66	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03
	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30
18	\$ 4,050.64	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03	\$ 4,695.80
	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30	\$ 27.09
19	\$ 4,172.16	\$ 4,297.32	\$ 4,426.24	\$ 4,559.03	\$ 4,695.80	\$ 4,836.67
	\$ 24.07	\$ 24.79	\$ 25.54	\$ 26.30	\$ 27.09	\$ 27.90



**CONTINUED**

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Longevity Payments: A 3% increase will be paid beginning at the start of the following years of service: 10, 15, 20, 25 and 30 years

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**Salary Schedules adopted dates:**

Adopted: 11/15/94	Adopted: 09/21/99	Adopted: 11/21/06	Adopted: 3/14/17
Adopted: 02/21/95	Adopted: 06/27/00	Adopted: 06/18/07	Adopted: 5/14/19
Adopted: 07/01/95	Adopted: 01/16/01	Adopted: 08/26/08	Adopted: 9/14/21
Adopted: 11/18/97	Adopted: 06/18/02	Adopted: 06/09/15	Adopted: 6/14/22
Adopted: 07/21/98	Adopted: 11/15/05	Adopted: 12/08/15	

**Classified Salary Schedule “X”**

	Monthly	Hourly
Step A	\$4789	\$26.90
Step B	\$5026	\$28.23
Step C	\$5280	\$29.65

Placement depends upon proven experience, education, credentials.

Movement up the Steps depends upon additional education and credentials

**Board Approved: 9/14/21**

**Bus Drive Trainee**

Upon recognition as a CSEA unit member with approved job description, the pay rate for this classification shall be \$15/hour worked up to a maximum of 50 hours pay. Any unit member eligible for this pay is not eligible for any other pay or benefits. This language does not impact the status of substitute bus driver who are not members of the bargaining unit.

**Effective June 14, 2022**

**End**

## APPENDIX C

# River Delta USD

## Board Policy

### Drug and Alcohol Testing for School Bus Drivers

BP 4112.42

#### Personnel

The Board of Trustees desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

#### Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 4161/4261 - Leaves)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4261.1 - Personal Illness/Injury Leave)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2007

What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

Policy RIVER DELTA UNIFIED SCHOOL DISTRICT

adopted: December 10, 2013 Rio Vista, California

**APPENDIX D**

RIVER DELTA UNIFIED SCHOOL DISTRICT  
CSEA DELTA CHAPTER #319  
VOLUNTEER PROJECT REQUEST FORM

Name of Organization: \_\_\_\_\_

Date Form Filled Out and Submitted: \_\_\_\_\_

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Project Description (*Please attach copy of layout plans.*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Volunteer in Charge: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

Volunteer Requesting: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

Date Project Starts: \_\_\_\_\_ Date Project Ends: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Person/s in charge for maintenance if needed after completion: \_\_\_\_\_

Estimated Time for Maintenance: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Approved By: \_\_\_\_\_ MOT Approval \_\_\_\_\_

Business Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

CSEA Representative: \_\_\_\_\_ Date: \_\_\_\_\_