

Los Angeles Unified School District

HUMAN RESOURCES DIVISION

OFFICE OF STAFF RELATIONS

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Chief Operating Officer

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Chief Human Resources Officer

John Bowes, Ed. D.
Administrator

August 27, 2009

Bill Lloyd
Service Employees' International Union, Local 99
2724 West Eighth Street
Los Angeles, California 90005

RE: JOB STEWARD RELEASED TIME – UNIT C (Operations-Support Services)

Dear Mr. Lloyd:

This side letter of agreement is entered into between the Los Angeles Unified School District ("District") and the Los Angeles City and County School Employees Union, Local 99 ("Union") regarding the above referenced matter.

Job Stewards, as designated by the Union pursuant to Article IV, Section 5.0 of the collective bargaining Agreement for Unit C (Operations-Support Services), will be provided no greater than thirty (30) minutes per month, per work location, for the sole purpose of resolving (not soliciting) grievances (as defined in Article V, Section 1.0) of other employees, subject to all of the conditions set forth below:

1. The Job Steward will provide no less than two (2) working days advance notice to his/her immediate supervisor¹ of a request to utilize such released time. In such request, the Job Steward will advise his/her immediate supervisor of the nature of the grievance, the number of minutes of released time being requested and confirmation that the Job Steward has the permission of the employee whose grievance he/she is attempting to resolve.
2. The Job Steward will schedule the released time with his/her immediate supervisor so as to minimize interference with the Job Steward's regular employee duties. The Job Steward will utilize this released time at his/her assigned work location only. The Job Steward will not enter any work area without the express permission of the supervisor/administrator assigned to that work area and will comply with all safety and other rules applicable to that work area.
3. If, in the judgment of the immediate supervisor, operational needs do not permit the Job Steward to be released, the released time request may be denied or, if initially granted, postponed.

¹ As to the following named branches, "immediate supervisor" as referenced herein shall be: Food Services Branch: Area Food Services Supervisor and Cafeteria Manager; Transportation Branch: Regional Transportation Manager.

4. During the Job Steward's released time, the Job Steward will not interrupt any other employee who is on working time. Nothing contained herein shall be interpreted to grant released time to any employee other than the Job Steward.
5. The Job Steward's name, classification and work location must appear on the most recent quarterly and/or updated list of Job Stewards provided to the Office of Staff Relations pursuant to Article IV, Section 5.0. If no quarterly list has been provided, this side letter shall not be in effect. To be valid, this list must meet the requirements of Article IV, Section 5.0. To be eligible for released time, the Union must designate on the list that the Job Steward has completed the Union's training on proper utilization of these procedures.
6. The Job Steward must have the permission of the employee whose grievance he/she is attempting to resolve before using released time with respect to that employee's grievance.
7. These procedures shall not be used for the resolution of disciplinary matters or for the purposes set forth in Article IV, Section 5.1 (b) and 5.1 (c).
8. Nothing contained herein shall alter the provisions set forth in Article V, Grievance Procedure.

Job Stewards will be provided with training by the Union on the proper utilization of these procedures. Job Stewards will utilize these procedures in good faith, and will not request or use released time outside the parameters set forth herein. Abuse of these procedures may result in the District electing to terminate this side letter prior to the expiration date set forth herein.

Claimed violations of this side letter are not subject to Article V, Grievance Procedure.

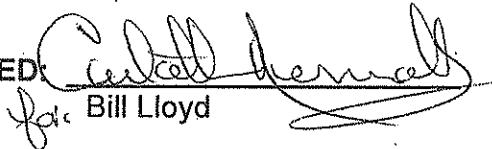
This side letter shall expire on December 31, 2009 unless extended through mutual written agreement between the parties.

Sincerely,



John Bowes, Ed.D.
Office of Staff Relations

SO AGREED:



Bill Lloyd

8-27-09
Date

UNIT C

MEMORANDUM OF UNDERSTANDING
2008-2011

This Memorandum of Understanding is made and entered into this 31th day of August 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Service Employees International Union, SEIU, Local 99 ("Local 99") for employees in Unit C (Operations – Support Services).

Pursuant to Article XXIV of the parties' 2005-2008 Agreement, the District and Local 99 have met and negotiated in good faith and have completed their negotiations for a 2007-2008 reopener agreement as well as a successor collective bargaining Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2005-2008 Agreement and the 2006-2007 Reopener Agreement are incorporated as part of the parties' successor Agreement except (1) as modified by this Memorandum of Understanding or (2) as required to make appropriate, non-substantive language corrections.
- B. For the 2007-2008 school year, the District and Local 99 agree to the following with respect to compensation:
 - 1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate for the 2007-2008 fiscal year is not described herein because that period has been completed and funded in accordance with the coordinated bargaining Agreement on Health and Welfare dated September 18, 2007.
- C. For the 2008-2009 school year, the District and Local 99 agree to the following with respect to compensation:
 - 1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate for the 2008-09 fiscal year is not described herein because that period has been completed and funded in accordance with the coordinated bargaining Agreements on Health and Welfare dated September 18, 2007 and February 10, 2009. As set forth in the Agreement dated February 10, 2009, for the 2008-2009 fiscal year, the District's total contribution to the health fund represents an approximate two percent (2%) on-going increase in total compensation.
- D. For the 2009-2010 school year, the District and Local 99 agree to the following:
 - 1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate will be in accordance with the coordinated bargaining Agreement on Health and Welfare dated February 10, 2009.
 - 2. Reopener: The parties have agreed to reopen on base salary rate. The parties have further agreed that each party may reopen on two contract articles.
 - 3. Cost savings: In light of the significant fiscal challenges facing the District, The parties have undertaken a substantive review and discussion of cost savings measures. The parties recognize that such cost savings measures with respect to the 2009-2010 fiscal year must be implemented promptly and the parties agree to continue to meet in good faith toward a goal of reaching timely

agreement on such cost savings measures.

E. For the 2010-2011 school year, the District and Local 99 agree to the following:

1. Health and Welfare Benefits (as to all eligible District personnel): The District contribution rate will be in accordance with the coordinated bargaining Agreement on Health and Welfare dated February 10, 2009.
2. Reopener: The parties have agreed to reopen on base salary rate. The parties have further agreed that each party may reopen on two contract articles.
3. Cost savings: Due to the anticipated ongoing fiscal challenges facing the District, with respect to the 2010-2011 fiscal year the parties will again review and discuss cost savings measures. These discussions will begin as soon as practicable following July 1, 2010. The parties agree to meet in good faith toward a goal of reaching timely agreement on such cost savings measures.

F. The parties' 2005-2008 Agreement and 2006-2007 Reopener Agreement shall be further modified as follows:

1. Article IV, Union Rights, as attached.
2. Article V, Grievance Procedure, as attached.
3. Article IX, Hours and Overtime, as attached.
4. Article XII, Bus and Truck Operations Bidding Procedures, as attached.
5. Article XIV, Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices, as attached.
6. Article XV, Health and Welfare, to be attached.
7. Article XX, Tuition Reimbursement, as attached.
8. Article XXIV, Term of Agreement, as attached.


The above is subject to ratification by the Local 99 membership of Unit C and to final approval by the LAUSD Board of Education.

Date of agreement: August 27th, 2009

Los Angeles Unified School District

SEIU, Local 99

By: 
John A. Bowes, Ed. D.
Office of Staff Relations

By: 
Carlotta Nunnally
SEIU, Local 99

Adopted and approved by the Board of Education on _____, 2009.

By: _____
Monica Garcia, President
Board of Education

ARTICLE IV

UNION RIGHTS

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities including employee mailboxes for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty-free lunch periods, before and after employees' hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for the Union's exclusive use at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than six (6) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay and with mileage reimbursement for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 Tape List of Employees: The Union shall be provided quarterly via compact disc a current list ~~tape~~ of names, employee numbers, classifications, addresses, home telephone numbers, work locations, hourly rate, status (regular, substitute, temporary) and social security numbers of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding quarter and all bargaining unit employees who have separated from the District during the preceding quarter.

5.0 Job Stewards: Except as provided in "a" and "b" below, at each work location the Union will have the right to designate, pursuant to its own procedures, one employee per shift to serve as the Job Steward. The Union shall ~~inform~~ provide the Office of Staff Relations in writing a written quarterly list of each employee so designated by name, classification and work location. If, during a quarter, the Job Steward designation changes, the Union shall inform the Office of Staff Relations in writing of the changed information within fifteen (15) days of the change being made.

a. The Union may designate up to three Job Stewards to be responsible for the traveling floor crews and up to three Job Stewards to be responsible for the traveling window washer crews.

b. The Union may designate up to eleven ten (110) Job Stewards to represent bus drivers, allocated as shown at the following Bus Park Lots: 2 at Van Nuys, 2 3 at Gardena, 2 at Sun Valley, 1 at

Article IV – Union Rights

Business Division, 1 at Alameda, 1 at Nutrition Center, and 1 at Sepulveda.

5.1 The Job Steward shall have the right to:

a. Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 3.0 (Grievance Procedure) and Article X, Section 3.0 (Evaluation Procedures); Upon request of a Job Steward serving as a representative as described above, the responsible supervisor/ administrator shall, whenever operationally practical, re-schedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance or appeal;

b. On his/her own time to coordinate Union meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

c. Post, initial, and date official Union notices on officially designated bulletin boards and, where they currently exist, in employee mailboxes; and

d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site; and

e. There shall be no reprisals against the Job Steward for the performance of his/her steward responsibilities.

6.0 Copies of Agreement: A reasonable number of copies of this Agreement will be provided by the District to the Union for its ratification meeting.

7.0 Consultation: Prior to implementing any decision to lay off Unit members as a result of the District subcontracting to third parties or agencies the functions historically performed by Unit members, the District shall first notify and, upon request, consult with the Union regarding the effects of such decision on Unit members represented by Local 99; however, any such pending negotiations shall not delay implementation of the District's decision.

8.0 School-based Management: No decision by a site council or any other District-sponsored committee to grant a School-based Management waiver request which conflicts with the express terms of this Agreement shall be approved without the consent of the Union.

9.0 Contracting-out and Use of Volunteers: The parties agree to the value of local school flexibility. However, in the exercise of its rights to contract-out for services and to utilize volunteers, no local school shall enter into any agreements or arrangements which directly cause the layoff by the District of

Article IV – Union Rights

permanent or probationary Unit C employees.

10.0 Special Committees: Separate committees, each comprised of five (5) Unit C employees, with the exception of Transportation and Mechanics which shall be entitled to (6) representatives, as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one (1) such meeting per quarter in the areas of Food Services and the Information Technology Division, and not more than one (1) such meeting per month in the areas of Transportation, Mechanics, Maintenance and Operations, and Purchasing, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated area. The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas of the Unit C committees shall be:

- (1) Food Services;
- (2) Transportation;
- (3) Mechanics;
- (4) Purchasing;
- (5) Maintenance and Operations;
- (6) Information Technology Division

This provision shall remain in effect only during the term of this Agreement and will expire on June 30, ~~2008~~ 11, unless expressly renewed by mutual agreement.

ARTICLE V

GRIEVANCE PROCEDURE

1.0 "Grievance" Defined: A grievance is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee;
- b. The Union on behalf of an employee with written approval of the involved employee(s);
- c. The Union on its own behalf as to alleged violation of rights granted to the Union in this Agreement; or
- d. The Union concerning the investigation or processing by the Equal Opportunity Section of an official employee complaint filed under Section 1.1 of this Article which is within the Equal Opportunity Section's jurisdiction.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the District, such as reductions in force, performance evaluations, disciplinary matters, complaints by one employee about another, and examination procedures, results and references. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article VII (Non-Discrimination) are to be handled through the Equal Opportunity Section or the grievance procedure subject to Article VII. Employees also may be represented by the Union when claiming violations of Article VII (Non-Discrimination) through the Equal Opportunity Section.

1.2 The respondent in any grievance shall be the District itself rather than any individual supervisor or administrator.

1.3 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof unless the parties agree to the contrary.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the

Article V - Grievance Procedure

grievance should be denied for other reasons which do not go to the merits.

2.0 Representation Rights in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the District shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedures unless excused by the District.

2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or District representative. By mutual agreement, other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.

2.2 When a grievant is not represented by the Union, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

3.0 Released Time for Employees: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement. Mileage reimbursement shall be provided to any of the foregoing employees who attend grievance meetings and hearings.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither the Union, the District nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing.

5.0 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed

Article V - Grievance Procedure

to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal (or school) holidays.

7.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to utilize these informal efforts.

8.0 Step One: Within fifteen (15) days, as defined in Section 7.0, after the grievant or Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the District Grievance Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. A copy of the form shall be forwarded to the Office of Staff Relations by the employee or his/her representative. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

8.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

9.0 Step Two: If the grievance is not resolved in Step One, the grievant or his/her representative may, within five (5) days after the termination of Step One, send a written request with a copy of the grievance form to the grievant's division head or Local District Superintendent, or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.

10.0 Step Three: If the grievance is not resolved in Step Two, the grievant or his/her representative may, within five (5) days after the termination of Step Two, send a written request with a copy of the grievance form to the Deputy Superintendent or designee. If, at his or her discretion, the Deputy Superintendent or designee desires, a meeting may take place within five (5)

Article V - Grievance Procedure

days from receipt of the grievance. The Deputy Superintendent or designee shall reply in writing to the grievance within five (5) days after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is mutual written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14th) day following the receipt of the grievance.

11.0 Request for Arbitration: If the Union is not satisfied with the decision at Step Three, the Union with the concurrence of the grievant, may submit the matter to the Office of Staff Relations for an Arbitrator. This request must be made within five (5) days after the termination of Step Three.

12.0 Arbitration: Within five (5) days from the date the request for an Arbitrator is received by the Office of Staff Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Howard S. Block
Thomas Christopher
~~Julius Draznin~~
Joseph Gentile
Joseph H. Henderson
Geraldine Leshin
Robert Leventhal
~~Thomas Roberts~~
William Rule
Michael Prihar
Irene Ayala

The party who strikes the first name shall be determined by lot. If the Arbitrator indicates that he/she will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another Arbitrator as indicated above.

12.1 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

12.2 The Office of Staff Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services required by the Arbitrator in fulfilling his/her responsibilities.

12.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

Article V - Grievance Procedure

12.4 Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

12.5 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer or off track time. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

13.0 Optional Preliminary Hearing on Issues that do not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons that do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the Arbitrator prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise the Union in writing prior to selection of the Arbitrator. Immediately after selection of the Arbitrator for the preliminary hearing, either the Union or the District may require that a different Arbitrator be selected to hear the merits in the event that such a hearing is required. There shall be at least fifteen (15) days between the Arbitrator's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrability defenses at the regular hearing, provided that it gives the Union ten (10) days' notice of its intention to do so. Moreover, both the Union and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

14.0 Limitations Upon the Arbitrator: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or subtraction) of the terms of this Agreement. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

15.0 Effect of Arbitration Award: The Arbitrator's decision shall be final and binding upon the grievant(s), the District and the Union. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

15.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the District and the Union in any subsequent proceedings, including disciplinary and termination proceedings.

Article V - Grievance Procedure

15.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and the Union's sole and final remedy for any claimed breach of this Agreement.

16.0 Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost

16.1 Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed of the reporter and transcription.

17.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

18.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

1.1 The workyear of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District.

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District.

1.4 Prior to any substantial change of a permanent nature that affects a group of employees' workweek, daily hours of work, and/or work shifts, the employees involved shall, whenever practicable, be given ~~reasonable~~ five (5) work days advance notification. The Union shall be advised and given an opportunity to consult with the District about the matter.

1.5 Nothing contained herein precludes the District from establishing a ten (10) hours per day, forty (40) hours per week schedule, or any other similar flexible workweek, for certain classifications or for employees within certain classifications, provided, however, that certain benefits such as holidays and bereavement leave, shall be granted on a properly pro-rated basis so as not to advantage or disadvantage such employees in relation to other employees assigned the same number of hours per week. Such a schedule change, however, will not occur without the concurrence of the concerned employees as ascertained through the Union.

1.6 Nothing contained herein shall be construed as a guarantee by the District of a certain number of paid hours per day or days per week.

1.7 For the purpose of computing hours worked, time during which an employee is excused from work because of holidays, vacation, or paid leaves of absence shall be considered as time worked by the employee.

1.8 Assuming no substitute relief is provided, the District shall equitably distribute an absent employee's workload among other employees in the same classification reporting to the same supervisor when such absence is prolonged (or daily, in the case of Building and Grounds Workers) or is the result

Article IX - Hours and Overtime

of a reduction in position(s) at the site. The foregoing provision is inapplicable to employees in pupil transportation.

1.9 Employees will be paid for all hours worked in accordance with this Agreement and applicable law including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned shifts.

2.0 Overtime: To the extent practicable, the District shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Upon reasonable notice of not less than twelve (12) hours except in cases of emergency, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch".

2.1 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1-1/2) times the regular rate of pay for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week.

2.2 Employees assigned an average workday of four (4) hours or more but less than seven (7) hours and a workweek of twenty (20) hours or more but less than thirty-five (35) hours shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for any work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.3 Employees assigned an average workday of less than four (4) hours shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay for any work authorized and performed on the seventh (7th) day following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week.

2.4 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be

Article IX - Hours and Overtime

compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-1/2) times the regular rate of pay for actual hours worked.

3.0 Meal Period: Employees who are assigned for duty for at least six (6) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

4.0 Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.

4.1 For purposes of scheduling rest periods pursuant to Section 4.0 above, the District shall include all assignments which total four (4) or more hours of continuous employment, whether or not such assignments are in classifications covered by this Agreement or are assignments outside the classified service.

4.2 Employees shall be granted one paid rest period of ten (10) minutes following completion of the first one and one-half (1-1/2) hours of assigned overtime and shall also be entitled to a second thirty (30) minutes duty-free unpaid meal period after four (4) consecutive hours of assigned overtime work in excess of eight (8) hours in one day.

5.0 Call Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay.

6.0 Additional Cafeteria Hours: Whenever additional hours of work are available at a site and no new positions are created, the additional hours shall be distributed equally (in minimum half-hour increments) insofar as is practical, based on the individual assignment and departmental job function to the cafeteria employees at the site, provided, however, that such increase in hours does not require making a part-time employee full-time or a non-benefited employee benefited. Employees with excessive unexcused tardiness or absence may, at the District's discretion, be denied such additional hours. Any employee who is denied additional hours on the basis of excessive unexcused tardiness or absence may appeal this decision to his/her site administrator and may be represented by the Union if he/she so desires. Annual records of

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additional hours worked will be kept at each site and will be readily available for review by the employees or the Union.

7.0 Summer Cafeteria Employment: Summer cafeteria assignments for other than "A Basis" employees shall be made from among those employees submitting the appropriate District application form to the Food Services Branch Personnel Unit by June 1. The District shall retain, for at least three years, copies of all such applications submitted by employees. A sufficient supply of this form shall be available at all cafeteria sites. The Food Services Branch shall send a memo to be posted at each cafeteria site prior to June 1 outlining the procedures to be followed in applying for summer cafeteria work, a listing of those known assignments that will be available, and the criteria for the selection of employees. Assignments shall be based on the availability of openings in the area(s) requested and the qualifications of the employee in meeting particular classification and job requirements. Consideration will also be given to employees' previous experience as well as prior work and attendance records. Offers of summer assignments to employees shall be made as soon as practicable.

7.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the District.

8.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses and school bus driver certificates) or in meeting employment requirements established at the time of initial entry into the job class.

9.0 DPSS Workfare Issues: The tasks performed by DPSS Workfare participants are performed on an irregular basis at only a few specially identified work sites. Workfare participants are not paid by District Funds and this District's participation is not an attempt to subcontract bargaining unit work. No change in custodial allocation formulas shall occur at any site where DPSS Workfare participants are assigned as a result of such Workfare assignments.

ARTICLE XII

BUS AND TRUCK OPERATIONS BIDDING PROCEDURES

1.0 Bus Operations Bidding Procedure:

1.1 Bidding Priority:

a. Bus Drivers shall bid on routes each year in accordance with their placement on the bidding priority list. Priority for bidding shall be based on the employee's dates of hire in accordance with "b" below. When two or more employees are hired on the same date, their positions on the bid list will correspond to their relative positions on the eligibility list from which they are hired, provided, however, that employees on earlier published eligibility lists shall have greater bidding priority. If the date of hire is the same for two or more employees and if two eligibility lists are published the same day for the same classification, the employee with higher total District seniority (established by original date of hiring) with the District will be placed higher on the bid list. If a tie exists between two or more drivers both initially employed by the District on the same date, the driver with the lower number on an eligibility list will be placed higher on the bid list, provided, however, that if the two drivers have the same number on different eligibility lists, their relative positions on the bid list shall be determined by lot. Employees returning to District employment after termination (except for layoff) shall not be credited with bidding priority earned in previous employment.

b. Preparation of Bid Lists

- 1) Annual Bid List: Date of hire in regular status in the class shall be used. However, if the driver
 - a) Resigned and was reinstated, the reinstatement date shall be used.
 - b) Resigned and was rehired, the rehire date shall be used.
 - c) Was laid off and then re-employed, the original date of hire shall be used. The break in service shall not be deducted.
 - d) Left the class for other service in the District and then returned to the class, the hire date shall be adjusted by using original date of minus the break in service, with the following exceptions:

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- (1) If the driver promotes to a supervisory class in the Transportation Branch and then demotes (voluntarily or involuntarily) to a driving class, the original date of hire shall be used. The break in service shall not be deducted.
 - (2) If the driver demotes (voluntarily or involuntarily) to a non-driving class in the Transportation Branch and then returns to a driving class, the original date of hire shall be used. The break in service shall not be deducted.
- 2) Summer Bid List - Driving Assignments: The summer bid list for driving assignments shall be prepared in accordance with the Annual Bid List procedures in (1) above.
- 3) Summer Bid List - Non-Driving Assignments:
 - a) Date of hire as a regular employee in the Transportation Branch shall be used.
 - b) If the driver resigned and later returned, the reinstatement or rehire date shall be used as date of hire in the Transportation Branch.
 - c) If the driver was laid off and then re-employed, the original date of hire in the Transportation Branch shall be used. The break in service shall not be deducted.
 - d) If the driver has a change of classification and later returns to the original class:
 - (1) The original date of hire shall be used if the change of assignment was within the Transportation Branch.
 - (2) The original date of hire in the class minus the break in service shall be used if the change of assignment was outside Transportation Branch.

1.2 Annual Bid Procedure: Driver assignments for the school year shall be made annually based on the results of the annual bid meeting. There shall be separate annual bid meetings for heavy bus drivers and light bus drivers. The meeting times and dates shall be announced no later than two weeks prior to the respective annual bid meeting. Several copies of the bid lists by class and the

information concerning routes, parking locations, buses assigned, and supervisors that have been made available in the past shall be made available at District garages and Area Bus Supervisors' offices to drivers eligible to bid as soon as practicable prior to the meeting. A driver may request clarification of the bid list prior to the bid meeting, provided, however, that the bid list presented and used at the bid meeting shall be deemed final.

1.3 Bidding shall be in order of the established bid list. A driver who is absent from the bid meeting may submit to the Bid Coordinator a written "Authorization to Bid" form designating another employee to bid on his/her behalf. A driver or his/her designee may bid or pass on his/her turn. Drivers who pass may rebid at the end of the initial bid process. Each driver will be allowed up to two (2) minutes to bid. Bid meetings for full-time light bus drivers, part-time light bus drivers, full-time heavy bus drivers, and part-time heavy bus drivers shall be held separately.

1.4 Drivers will first bid a route and then bid a bus in the area of the route. Where a route is assigned a specific bus, only the route may be bid.

1.5 Full-time drivers shall be given first opportunity to bid on full-time routes. If a full-time driver is an eligible bidder but does not participate in the annual bid, a full-time route shall be reserved for the driver. Incumbent 2000-2001 full-time bus drivers shall have the opportunity to bid a full-time route, regardless of their rank on the bid list. Once established, a full-time bus driver position shall be eliminated only through attrition. To the extent that actual savings generated by the addition of five lower salary steps to the salary schedules after subtraction of the cost for the uniform allowance increases referred to in Article XIV, Section 2.2c are sufficient to finance it, starting with the Fall 2002 bid the District will seek to increase the number of full-time bus drivers toward a goal of ten percent (10%) of the total of District bus driver positions by the establishment of one (1) full-time position for every three (3) bus drivers hired at the reduced salary rate; provided, however, in the event that the total number of bus driver positions is reduced for any reason, the District may institute a hiring freeze on full-time bus driver positions until the number of full-time bus driver positions drops below ten (10%) of total District bus driver positions. After all full-time drivers have bid and full-time routes assigned or reserved in accordance with the foregoing procedures, a full-time light bus driver position shall be filled by the most senior part-time light bus driver who has the highest place on the bid list and who will accept the position. A full-time heavy bus driver position shall be filled by the most senior part-time heavy bus driver who has the highest place on the bid list and who will accept the position.

All rights and obligations provided in this section are subject to and limited by the Education Code.

1.6 Eligible bidders who fail to bid or who are on extended illness or industrial injury/illness leave and who, prior to the bid meeting, do not present a District doctor's authorization to return to work on or before the effective date of the new assignment shall be assigned residual equipment and routes.

1.7 Filling Vacancies that Occur During the Year: When the

District determines that there is a vacancy in a heavy or light bus driver position, notice of that vacancy shall be posted at District garages, parking locations, and each Area Bus Supervisor's office for a minimum of five (5) days. The vacant position shall be awarded to the driver with the highest place on the bid list who bids on the position, provided, however, that drivers who are assigned to Special Education routes shall not be eligible to bid for such vacancies unless the vacancy bid is an assignment of more hours than the bidder's present assignment. When no driver bids for the vacant heavy or light position, as the case may be, it may then be filled from an eligibility list or other list.

If the District decides to fill a position vacated by a successful bidder, the vacant position shall be filled from the eligibility list or other list and shall not go up for bid. A full-time light bus driver position shall be filled by the most senior part-time light bus driver who has the highest place on the bid list and who will accept the position without regard as to whether the light bus driver is assigned to a Special Education route. A full-time heavy bus driver position shall be filled by the most senior part-time heavy bus driver who has the highest place on the bid list and who will accept the position.

1.8 Notwithstanding the foregoing, adjustments or assignment changes may be made by the Director of Transportation when necessary for the best interests of the District.

1.9 Driving and Non-Driving Summer Work for Bus Drivers:

a. Bus drivers shall submit on a readily available prepared form their availability for a summer driving and/or non-driving assignment. This form is to be submitted no later than two (2) weeks before the last day of the school year. Only bus drivers who indicate that they are available for summer work will be considered for a summer assignment. The District shall notify bus drivers of the anticipated non-driving summer assignments which may be available no later than four (4) weeks before the last day of the school year.

b. Summer Driving Assignments: When sufficient information is provided to establish routes for summer school, these routes will be put up for bid by class. Bidding will be conducted under the Annual Bid Procedures. Drivers that successfully bid a summer route will not be considered for another summer assignment.

c. Summer Non-Driving Assignments: A summer priority list will be established from among those submitting forms who do not successfully bid a summer driving route under paragraph "b," above. All non-driving positions which are assigned to bus drivers will be assigned from the priority list, based on their date of hire in Transportation Branch, except for those positions which require special qualifications. As to those positions requiring special qualifications, assignments will be made based upon date of hire in Transportation Branch from among those possessing the special qualifications.

d. All drivers assigned to sections other than Pupil Transportation must meet the proper qualifications required by that section.

e. When a driver has accepted an assignment, he/she must complete that assignment and may not request to be changed from one assignment to another.

f. Summer "as needed" assignments will be offered to the most senior driver available for "as needed" assignments. Every effort will be made to offer the most senior driver the trip with the greatest number of hours. Drivers are required to call in daily by twelve noon. "As needed" drivers that fail to call in or are unavailable for work or miss a trip shall be penalized five (5) assigned working days, provided, however, that a driver may turn down one trip without such penalty if the round trip distance between the driver's home and the reporting location for the trip exceeds sixty (60) miles. Drivers unavailable for work due to confirmed medical or dental appointments or verified illness will not be penalized.

2.0 Truck Operations Bidding Procedure:

2.1 Bidding Priority:

a. Heavy and Medium Truck Drivers shall bid on the various vehicles. Light Truck Drivers shall bid on a route, provided, however, that routes are subject to change as necessitated by the freight being transported and other operational necessity. Heavy Truck Driver Assistants and Truck Driver Helpers shall bid on work shifts for the year in accordance with their placement on the bidding priority list in the appropriate Branch. Bidding priority shall be in accordance with "b" below.

b. Annual Bidding Priority Lists shall be prepared utilizing the date of hire in regular status in the class. When two or more employees are hired from an eligibility list on the same date, their positions on the bidding priority list will correspond to their relative positions on the eligibility list from which they were hired. Also, if the employee:

- (1) Resigned and was reinstated, the reinstatement date shall be used.
- (2) Resigned and was rehired, the rehire date shall be used.
- (3) Was laid off and then re-employed, the original date of hire shall be used. The break in service shall not be deducted.
- (4) Left the class for other service in the District and then returned to the class, the hire date shall be adjusted.

2.2 Annual Bid Procedure: Assignments in the appropriate Branch for the year shall be made annually based on the results of an annual bid meeting. The meeting times and dates shall be announced no later than two (2) weeks prior to the respective annual bid meeting. At the time of the announcement, each Branch employing eligible bidders shall prepare an annual bidding priority list and hire date information which shall be made available to employees eligible to bid. Eligible bidders who are on long term absence shall be mailed the bid information, including the bidding priority list. An eligible bidder may request clarification of the bidding priority list prior to the date of the bid meeting, provided, however, that nothing precludes the District from making changes to any of the bid information prior to the bid date and that the bidding priority list presented and used at the bid meeting shall be deemed final. All changes made to the bid information shall be announced at the start of the bid. Assignments will be effective at the beginning of the fiscal year.

2.3 Bidding shall be in order of the bidding priority list established for each Branch. An employee who is absent from a bid meeting for reasons other than extended illness leave or industrial injury/illness leave may, prior to the start of the meeting, submit to the designated Branch representative a written "Authorization to Bid" form designating another employee to bid on his/her behalf. An eligible employee who is absent from the bid meeting due to an emergency may telephone his/her bid to the designated Branch representative prior to the start of the meeting.

2.4 Eligible bidders who fail to bid or who are on extended illness or industrial injury/illness leave and who, prior to the bid meeting, do not present a District doctor's authorization to return to work on or before the effective date of the new assignment, will be assigned residual positions and equipment.

2.5 Filling Vacancies that Occur During the Year: Notices of vacancies occurring during the year shall be posted by each Branch at their respective work location for five (5) working days. The notices shall describe, as appropriate, the vehicle, the current assignment, work hours, or salary differential, and effective date of assignment for the successful bidder. The most senior qualified employee who signs the notice shall be assigned to the position. The position vacated by the successful bidder will be posted and the process will continue until a vacated position is not requested by any employee. Such vacated positions will be assigned by the appropriate Branch using the bidding priority list in inverse order.

2.6 Notwithstanding the foregoing, adjustments or assignments changes may be made by the appropriate Branch Director when necessary for the operational needs of the District.

2.7 Attendance at bid meetings shall be in paid status.

3.0 Notification of Absence Telephone Calls: Telephone calls (other than local calls) made by bus drivers to the Transportation Branch to notify the District of employees' absence pursuant to Article XIII, Section 5.0, Notification Requirements, may be made as collect calls.

4.0 Winter Recess and Spring Recess Driving Assignments:

a. Winter Recess: Drivers with the highest seniority shall be given priority for winter recess driving assignments, provided that the employee has no time in his/her "1994 Accrual Bank" as defined in Article XVII, Vacation.

b. Spring Recess: Drivers with the fewest accumulated vacation hours shall be given priority for spring recess driving assignments.

c. Nothing in this subsection shall contradict or supersede the District's rights to require employees to take vacation or to limit vacation accrual to 18 pay periods pursuant to Article XVII, Vacation.

5.0 Split Shifts: Split shift assignments for drivers will only be made to meet the operational and fiscal needs of the District. If a split shift is called for, the District will assign only one split in a driver's normally assigned daily shift.

5.1 Excluding trips for athletic contests, special events, or emergency situations, the District will attempt to limit the split for full-time drivers to not more than four (4) hours, inclusive of a meal period, and for part-time drivers to not more than five (5) hours, inclusive of a meal period.

6.0 Weekend Trips: Drivers who are unavailable for overtime weekend trips that are charged to their "overtime account" shall only be charged that amount of overtime the turned down trip actually took.

Drivers who are unavailable for overtime due to illness, personal necessity or unpaid leave during the regular workweek shall be charged two (2) hours of overtime on the day absent.

7.0 The Union shall be allowed up to five (5) observers at each bid meeting.

8.0 Bus drivers shall receive up to two (2) hours credited to their vacation balance for attendance at the Annual Bid Meeting described in Section 1.2.

9.0 When a Bus Driver or Truck Driver is placed on special assignment following a misconduct allegation, the employee shall, to the extent possible, be informed by the appropriate administrator of the reasons for the special assignment at the time of the change of assignment. The appropriate Branch Director, Deputy Branch Director, or their designee shall have the sole authority to place drivers on such special assignment. An employee placed on special assignment may request review of the status of the basis for the special assignment by the appropriate Branch Director, Deputy Branch Director, or their designee after any 15-day period in such assignment. The employee will be advised of the outcome of the review and the basis for it, and if the special

assignment is to continue, the basis for continuing the special assignment. When it is necessary to continue a part-time bus driver's special assignment beyond 90 calendar days, the following will apply: Provided that the investigation did not lead to discipline, the part-time bus driver will, following return to his/her regular assignment, be compensated with respect to the period beginning with the pay cycle immediately following the 60th calendar day following the start of the special assignment the difference, if any, between his/her basic assignment and his/her average paid time for the prior quarter.

10.0 The official assignment of daily hours for the purpose of determining illness, vacation, holiday benefits and special assignment pay (as defined in Section 9.0 above) for bus drivers shall reflect, to the extent practicable, the actual assigned hours for the route assigned. However, such assignment shall not result in making part-time employees full-time if there is an existing reemployment list.

ARTICLE XIV

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS AND CERTAIN SALARY PRACTICES

1.0 Wages and Salaries: The wages and salaries for Unit employees have been negotiated in good faith between the Union and the District and shall be as set forth in Appendix A of this Agreement. The wages and salaries set forth in Appendix A are intended to, and do, meet any prevailing wage obligations which are or may be imposed upon the District.

~~1.1 All employees shall receive biweekly payment of wages and salaries under the District's Earned Salary Allowance procedures provided, however, that such biweekly payments for summer work shall be limited to employees assigned in their regular classification for at least one full pay period.~~

2.0 Pay Allowances:

a. Civic Center and Special Meeting Assignments: Meeting Attendants and High Pressure Engineers who perform duties at Civic Center and special school meetings shall be compensated at the employees' appropriate rate of pay in fifteen (15) minute units for the time actually served. Within the District's geographic boundaries, priority for assignment as Meeting Attendants shall be given to Building and Grounds Worker, Plant Security Aide and, when use of buildings are not required except lavatories, Gardener classes.

b. Pupil Management Coursework: Newly-hired Bus Drivers who complete the required forty-two (42) hours of coursework in pupil management by attending District-sponsored classes at Adult Schools or other approved locations shall be compensated at the rate of five (5) dollars for each hour of actual attendance. Such training shall be in addition to any training required by law for the position of Bus Driver. Employees who have met the coursework requirements prior to District hiring shall not be eligible for such compensation.

2.2 Uniforms:

a. If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall return any unused coupons/vouchers, etc., upon separation from service or termination of the assignment.

b. The district shall, for the duration of this Agreement,

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continue to provide and/or make available to the employees the uniforms, uniform allowances, protective gear and equipment (for example, wraparounds for cafeteria employees and housekeepers at cafeteria and children's center sites) which the District currently provides to employees under District practice, provided, however, that uniforms for bus drivers, truck drivers and employees in related classes shall be governed by the specific provisions in 2.2c below. One (1) lightweight jacket shall be provided to each Bus Park attendant and uniforms for Building and Grounds Workers shall be governed by 2.2 d below.

c. Bus and Truck Drivers and employees in related classes: All initial basic uniforms and replacement items shall be provided by District-approved vendors (at least one of which shall be located in the San Fernando Valley). No employee will receive a cash reimbursement for such items. The District shall pay the vendors directly. The initial basic uniform shall consist of the following: one (1) jacket, four (4) shirts, four (4) pairs of trousers (female drivers may substitute skirts for any or all of the pairs of trousers), two (2) ties (optional), and one (1) belt; unless precluded by safety concerns, two (2) pairs of shorts may be substituted upon request for two of the four pairs of trousers. Employees shall be issued up to two (2) identification badges each year; additional badges must be purchased by the employee at \$3 each. The first year of employment, all new employees shall receive the initial basic uniform. In subsequent fiscal years, employees may acquire replacement items not to exceed \$125 per fiscal year for bus drivers, and \$175 per fiscal year for truck drivers and related classes. To the extent actual savings generated by the addition of five lower salary steps are sufficient to finance it, the uniform allowance for bus drivers will increase to \$150 per fiscal year in 2002 – 2003. Initial basic uniforms and replacement items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

d. For Building and Grounds Workers (class codes 4075, 4088, and 4068 only) the initial basic uniform shall consist of six (6) T-shirts with a District or Maintenance and Operations Branch emblem. Once uniforms are issued, it shall be mandatory for employees to wear their uniform at all times while on duty except when excused in writing by the employee's administrator or designee. The maintenance and cleanliness of uniforms shall be the responsibility of the employee. Replacement items will be provided by the District, on a one for one basis, when deemed necessary by the District due to normal wear and tear.

2.3 Daily Food Allowance: The District shall provide a daily food allowance of one meal, either a National School Lunch or breakfast (including an adult beverage in lieu of milk), or its equivalent based upon Board approved adult meal prices, to adult kitchen workers at schools, the Nutrition Center and Children's Centers. Children's Center Housekeepers who are assigned duties including food preparation and/or service shall also receive the food allowance.

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2.4 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, beginning July 1, 2009, be reimbursed at the Internal Revenue Service established standard business rate for such usage at the rate of ~~thirty eight (38) cents per mile~~ for all miles driven in District service.

For automobiles of employees who are assigned to haul large quantities of materials or tools or both in their automobiles or by attached trailers, upon recommendation of the division head, when specifically approved by the Superintendent or his designated representative:

Effective July 1, 2007, seven (7) dollars for each day or part of a day worked, plus, effective July 1, 2009, the Internal Revenue Service established standard business rate ~~thirty eight (38) cents per mile~~ for all miles.

"Large quantities of materials or tools or both" shall be construed to mean materials or tools of such excessive weight, bulk, or injurious nature that unusual wear or serious injury to the automobile may occur.

2.5 Emergency Vehicle Breakdown: In the event of an emergency vehicle breakdown during regular work hours, employees who are eligible to receive the flat rate pursuant to Section 2.4 above, shall be allowed up to two (2) paid hours to arrange for the repair of the vehicle. However, in the event that extenuating circumstances exist, the two-hour period may be extended for employees who, prior to the expiration of the two-hour period, notify their superior of such circumstances and obtain appropriate approval. The employee shall notify his/her immediate supervisor immediately to report the breakdown. Any breakdown time permitted under this section shall, at the sole discretion of the immediate supervisor, be charged to personal necessity, vacation or regular assigned hours.

3.0 Pay Differentials - General:

3.1 An earned salary differential in addition to the regular rate of pay specified in Appendix A shall be paid to affected employees under the conditions and in the amount specified in this Article.

3.2 Assignment to duties for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days and bilingual differentials, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

3.3 Long-term salary differentials as designated in this Article shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent for twenty (20) consecutive working days or more and for which payment shall be continued during paid absences of the employee. An employee receiving a long-term salary differential shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

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3.4 A differential authorized under this Article shall not affect salary allocation upon change of assignment.

3.5 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the administrator.

3.6 Language Differential:

a. Certification: A regular employee, shall be paid a long-term salary differential for using language skills upon certification from the appropriate Local District Superintendent/division head or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language, or to converse fluently in a non-English language or sign language.

a. (i) Employees who have not received certification under this Section shall not be required frequently to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications.

b. Language Proficiency: In order to qualify for a language differential, the employee must meet English and non-English or sign language proficiency standards prescribed by the Personnel Commission. Such English and non-English or sign language proficiency standards shall include required communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

c. A regular employee assigned to a bilingual classification must meet the proficiency requirement in section b., above, but not the certification procedure in Section a., above.

d. Eligible full-time employees shall be paid at the rate of forty-six (46) dollars per pay period (which is equivalent to \$.2875 per hour) if required to speak, read, and write a non-English language, or twenty-eight (28) dollars per pay period (which is equivalent to \$.175 per hour) if only required to converse in a non-English language.

e. Eligible full-time employees who have passed the District sign language test at Level I shall be paid at the rate of forty-six (46) dollars per pay period (which is equivalent to \$.2875 per hour) if required to converse in sign language. Eligible full-time employees who have passed the District sign language test at Level II shall be paid at the rate of twenty-eight (28) dollars per pay period (which is equivalent to \$.175 per hour) if required to converse in sign language.

f. The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

g. An approved differential shall become effective on the first

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day of the pay period following completion of provisions in Section 3.6 a through c, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

h. An employee shall be eligible for only one differential under this Section.

3.7 Freezer Work Differential: An employee who is assigned duties requiring work in a freezer at temperatures below 0° for four (4) hours or more during a day for twenty (20) days or more shall receive a long-term salary differential of five and one-half percent (5½ %).

3.8 Shift Differential:

a. Except as provided in paragraph "b" below, non-flat-rated employees who work one-half or more of their assigned time between 5 p.m. and midnight shall receive a shift differential of one step on the salary schedule for their class. Non-flat-rated employees who work one-half or more of their assigned time between midnight and 7 a.m. shall receive a shift differential of two steps on the salary schedule for their class.

b. Non-flat-rated employees who work one-half or more of their assigned time between 5 p.m. and midnight and who are on the fifth step of the salary schedule of their class shall receive a shift differential of five and one-half percent (5½ %). Such employees who work one-half or more of their assigned time between midnight and 7 a.m. and who are on the fourth or fifth step of the salary schedule for their class shall receive a shift differential of eleven percent (11%).

c. The District agrees to continue its practice of paying flat-rated employees who work one-half or more of their assigned time between 5 p.m. and midnight a shift differential of five and one-half percent (5½ %); flat-rated employees who work one-half or more of their assigned time between midnight and 7 a.m. shall receive a shift differential of eleven percent (11%).

3.9 The District agrees to continue its practice of paying a Leader Differential under the following terms and conditions: A short-term salary differential of three and one-half percent (3½ %) above the regular rate of pay shall be paid to an employee temporarily assigned supervisory responsibility over a crew of three (3) or more other employees who work in the leader's immediate presence at one site and in the absence of a supervisory employee, subject to the following:

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a. A leader differential shall not be granted if supervision is exercised over other employees in those classes for which the leader's class normally has lead responsibility.

b. At present, leaders are assigned in the Automotive Maintenance Section. However, leaders may also be assigned in other classes approved by the division head.

c. Whenever practicable, leaders shall be selected from the appropriate eligibility list as determined by the division head or his/her designee.

d. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration.

4.0 Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes hiring at a higher rate.

5.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

5.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

a. Limited term assignments in the same, equal, or higher class;

b. In the event of demotion following promotion to a regular position, time spent in a higher class; and

c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

5.2 Notwithstanding Section 5.0 above, the Joint Apprenticeship Committees shall have the responsibility for determining the frequency of and eligibility for step advancement for employees in apprentice classifications.

6.0 Salary Placement upon Promotion and Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance

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to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

7.0 Payroll Errors:

~~7.1 A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) calendar days after it is reported to the Payroll Services Branch by the employee's time reporting person.~~

7.21 Emergency Pay Allowance Supplemental Pay Warrant:
~~Notwithstanding Section 11.1 above, A permanent regular employee who does not receive a scheduled pay warrant or receives an substantial underpayment because of problems involving assignment, time reporting, or payroll processing, or key punching may request an Emergency Pay Allowance Supplemental Pay Warrant which shall be ninety five (95) percent of the employee's normal net pay for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within 3 work days unless employee requests that the warrant be mailed. Such a request should be made to the time reporting person at the employee's work location who will then contact the Payroll Services Branch on any day of the week following payday. If the request to Payroll Services Branch is made by 12:00 noon, the Emergency Pay Allowance will be ready for pickup or mailing between 3:30 p.m. and 5:00 p.m. on the same day. The Payroll Services Branch will make every effort to resolve the salary payment problem and forward the remaining five (5) percent of net pay in the next weekly supplemental payroll. The issuance of an Emergency Pay Allowance will not cause the succeeding salary payment to be delayed if requested no later than the Friday after a regular payday. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that a Supplemental Pay Warrant be made available for pick-up within 1 work day unless employee requests that the warrant be mailed.~~

a. An Emergency Pay Allowance Supplemental Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.

c. The District will give notification to an employee in the event

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of a garnishment or a tax lien.

7.3 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who has received an overpayment of more than fifty dollars (\$50) prior to making any deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the employee to establish a reasonable method of repayment with the Payroll Services Branch.

8.0 Temporary Work in a Vacant Position in Another Classification: When an employee is temporarily assigned to work in an existing vacant position in another classification for at least five (5) consecutive days, or for a number of hours during the pay period which corresponds to five (5) days or more, a limited-term assignment shall be processed in accordance with the provisions of Personnel Commission Rule 585, "Compensation for Employees in Limited-Term Assignments." Copies of this rule shall be available for inspection at all schools and offices. Additional copies may be obtained through the Office of Staff Relations.

9.0 Longevity Increment: All unit members who have completed the required years of District service, as defined below, shall be eligible to receive a longevity increment.

9.1 The longevity increment shall become effective on the first day of the second Special School month following completion of the qualifying number of years of service.

9.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

9.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

9.4 The longevity increment schedule for years of qualifying District service shall be:

\$25 per pay period (equivalent to \$.15625 per hour) after 10 years
\$30 per pay period (equivalent to \$.18750 per hour) after 15 years

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\$35 per pay period (equivalent to \$.21875 per hour) after 20 years
\$40 per pay period (equivalent to \$.25000 per hour) after 25 years
\$45 per pay period (equivalent to \$.28125 per hour) after 30 years

10.0 Mentor Workers: Local 99 and the District support the establishment of a "School to Work" or "Welfare to Work" trainees transition program where interested students or Welfare to Work trainees are assigned to train with Mentor Workers in a curriculum designed to introduce the student or welfare to work participant to the world of work, while at the same time, teaching valuable job skills. The parties recognize that a "School to Work and Welfare to Work" transition programs, add value to the work force, recognize outstanding workers, increase employee morale and play a critical role in assuring quality student outcomes.

a. Mentor Workers shall be selected by consensus of the Union and District members of the Unit C Labor Management Committee which represents their classification. The Committee shall be responsible for establishing selection criteria, procedures, and applications.

b. Participation of any operational unit in a District-approved "School to Work" or Welfare to Work transition program shall be at the sole option of the operational unit's division head or functional equivalent.

11.0 Recovery of Training Costs: An employee in a computer-related technician classification who voluntarily participates in District-paid Microsoft or Cisco certification training shall agree to remain employed by the District following completion of the training program for at least one year for MCP or CCNA certification (or equivalent), or two years for MCSE or CCNP certification (or equivalent). An employee who terminates employment with the District prior to the applicable one or two-year term described above shall, on a prorated basis, refund the cost of the certification training to the District, or it shall be deducted from the employee's final warrant. The refund back to the District shall be equal to the number of months remaining in the term, multiplied by the amount indicated below:

Microsoft Certified Professional (MCP) or equivalent	\$250
Microsoft Certified Systems Engineer (MCSE) or equivalent	\$400
Cisco Certified Network Administrator (CCNA) or equivalent	\$250
Cisco Certified Network Professional (CCNP) or equivalent	\$400

This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

ARTICLE XX

TUITION REIMBURSEMENT

1.0 The District may grant tuition reimbursement to permanent Unit employees under the conditions specified below:

a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

b. Approval for reimbursement shall be obtained on the appropriate form signed by the division head or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled upon request to know the reasons for the disapproval.

c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District.

d. The course(s) or program shall not be taken during the employee's assigned duty hours.

e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

f. Tuition reimbursement shall be limited to a maximum of ~~\$500~~ \$600 for any individual employee during any twelve (12) month period, effective July 1, 2009.

g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

2.0 Provisions of this Article shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association.

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3.0 An employee who terminates employment with the District within six (6) months of receiving tuition reimbursement pursuant to this Article, shall refund the amount of the reimbursement to the District, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to District employment.

4.0 Any amount budgeted by the Board in any fiscal year for tuition reimbursement for Unit B but not expended during the fiscal year shall be available to Unit C in the same fiscal year when Unit C's tuition reimbursement budget has been expended for that year.

ARTICLE XXIV

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2011, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or the Union at any time after May 15, 2011.