

# California Schools Employees Association #91 Contract Language for Reopeners

Text in shaded area is new language

## Salary

5% salary increase, on schedule, effective July 1, 2005.

## Article 1- Term

This agreement shall remain in full force and effect July 1, 2005 through June 30, 2008.

## Article 2- Recognition

Status Quo

## Article 3- Management Rights

Status Quo

## Article 4- Association Rights

Status Quo

## Article 5- Savings

Status Quo

## Article 6- Support of Agreement

Status Quo

## Article 7- Miscellaneous Provisions

Status Quo

## Article 8- Contract Reopeners

Status Quo

## Article 9- Concerted Activities

Status Quo

## Article 10- Uniforms

The District shall initially supply 5 sets of uniforms within two weeks of being hired, then 2 sets a year for replacement by July 31. The District requires uniforms to be worn by all maintenance and operations unit members, bus drivers, warehouse delivery drivers, food service delivery drivers and campus security personnel.

## Article 11- Assignment to Classifications

Status Quo

Article 12- Employment Status

Status Quo

Article 13- Job Vacancy and Transfer

Employee Requested Transfer- Status Quo

District Initiated Transfer

A-C Status Quo

D. A period of ~~15~~ 30 working days notice shall be given to the employee before the transfer is to take effect.

Notice of Job Vacancies

A. A notice of all bargaining unit positions which are declared vacant shall be posted in at each school and worksite, and at the District Personnel Office for no less than ~~five (5)~~ ten (10) working days. A copy of such notice shall be sent to the Association at the time of posting.

B-F Status Quo

Article 14- Performance Evaluations

Status Quo

Article 15- Hours and Overtime

Status Quo

Article 16- Step Placement

Status Quo

Article 17- Service Increment

Status Quo

Article 18- Anniversary Increment

Classified Employees are eligible for anniversary increments in the amounts as prescribed in the negotiated agreement between the bargaining unit and the Board of Trustees.

Classified Employees are eligible for an anniversary increment beginning with the fifteenth year of service, an additional increment beginning with the eighteenth year of service, an additional increment beginning with the twenty-first year of service, and an additional increment beginning with the twenty-fourth year of service.

Article 19- Leaves of Absence

Status Quo

Article 20- Unauthorized Leave

Status Quo

Article 21- Vacation  
Status Quo

Article 22- Health, Dental, Vision and Life Benefits

A. The District shall contribute toward all health and welfare benefits premium costs an annual maximum contribution amount per full-time eligible bargaining unit employees not to exceed ~~Seven Thousand Three Hundred Dollars (\$7,300.00)~~ Eight Thousand Dollars (\$8,000.00) commencing with the 2004-2005 2005-2006 school year. In the event of an increase in the premium costs, or if the employee selection of coverage options exceeds the maximum contribution, the unit member agrees to an automatic salary deduction in the amount of the excess as a condition of continued receipt of benefits. For purposes of this article only, a fulltime unit member is defined as a unit member who works thirty (30) or more hours per week in a regular assignment.

B-I Status Quo

J. The District shall make contributions to a designated family vision plan for ~~full-time employees~~ all employees.

L. Eligible members may "opt out" of the District medical insurance program. Full time unit members who provide proof of medical insurance from some other source would receive ~~\$100.00~~ \$500.00 per month, payable tenthly, up to ~~\$1000.00~~ \$5,000.00 per year, for not enrolling in the District's medical insurance program. Such payment shall be added to the employee's salary or the employee may authorize a salary redirection for a Tax Sheltered Annuity (TSA). Part time unit members shall be eligible for "opt out" benefits on a basis equal to the benefits rates described in Article 22, sections a and b.

M. Status Quo

Unit request Medical, Vision, Dental, and Life Insurance be broken down on a chart in contract.

Example:

- a) Health- \$
- b) Dental- \$
- c) Vision- \$
- d) Life Insurance- \$

Article 23- Medical Health Coverage for Retires

Status Quo except:

The District contribution for employees who elect to retire between the ages of 55 to 65 who have served at least 10 consecutive years of service in the District is ~~\$1,767.00~~ \$2,500.00 for full time service of 6 to 8 hours per day. For employees who serve less than 6 hours the contribution will be pro-rated.

Retiree's Contribution- A retiree, continuing in ~~Inter-Valley~~ dental, vision or life, who elects this option, shall provide to the district payroll department, prior to October 1 of each year, twelve (12) monthly premium checks. Each check shall be in the amount of the retiree's contribution of the monthly premium and made payable to the West Covina Unified School District. The total of these checks shall equal the annual premium to be paid by the retiree for herself/himself and dependents for the selected coverage. A retiree enrolled in a ~~PERS~~ Pacificare Health plan will have his/her medical insurance premium withheld from his/her PERS retirement check. A retiree enrolled in a Kaiser Health plan will provide checks to the District as specified above.

*Clean up language.*

Article 24- Disability Income Protection/Life Insurance

Status Quo

Article 25- Safety

Status Quo

Article 26- Deductions

Status Quo

Article 27- Employment Requirements and Physical Examination

Status Quo

Article 28- Termination and Layoff

Status Quo

Article 29- Absence Procedures

Status Quo

Article 30- Negotiation Procedures

Status Quo

Article 31- Grievance Procedures

Status Quo

Article 32- Alcohol/Drug Testing Procedures

Status Quo

Article 33- Summer School

Status Quo

Article 34- Year-Round Education

Remove from Contract, Year-Round Education not offered in District any longer.

Article 35- Reclassification

Paragraph 1-5 and 7 to remain the same.

Paragraph 6 to be restated:

An employee may request a reclassification no more than once every three-years other year.

Appendixes-

All appendixes to remain in contract

~~ARTICLE 36 –Progressive Discipline Coach and Counseling~~

**Definition**

Coach and Counseling is a series of fair, consistent and timely corrective steps, to improve employee performance through direct, honest and constructive communication. Coach and Counseling under this article will follow "cause" as outlined in the Education Code 45113. Coach and Counseling steps shall not be by passed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing Coach and Counseling steps may be submitted to arbitration.

**Coach and Counseling Steps**

Verbal Counseling-

Verbal counseling shall be done within fifteen (15) working days from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five days of the verbal counseling. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member's personnel file.

Verbal Warning-

Verbal warning shall be given within ten (10) working days from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five (5) days of the verbal warning. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member's personnel file.

Letter of Reprimand-

Subject to the above, a written reprimand shall not be used unless the bargaining unit member has received a written warning about similar infractions within the previous twenty-four (24) months. Letters of reprimand shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction. Letters of reprimand shall include the specific cause for the policies,

rules and regulations alleged to have been violated. Letters of reprimand shall include a plan for improvement and consequences for continued infractions. The bargaining unit member shall sign the reprimand to acknowledge receipt only. Letters of reprimand shall not be placed in the bargaining unit member's personnel file unless and until the bargaining unit member is given the opportunity to review the letter and respond. The bargaining unit member may prepare a written response within ten (10) working days of the date of receipt of the letter of reprimand. Such response shall be attached to the letter of reprimand before the letter is placed in the personnel file.

Actions for cause beyond a letter of reprimand including, but not limited to suspension and termination will be conducted in accordance with Education Code Sections 45113 and 45116.

### Article 37-Transportation (NEW)

#### Definition

The Transportation Department of the District performs transportation services for students and other district-related functions this article is intended to be interpreted solely for the transportation department but not exclusive of other sections of the general agreement, which shall apply as appropriate.

#### Meetings/Trainings

Staff meetings will be held for the purpose of conducting in service training, discussions of safety, or policy developments, or other discussions and matters as the Transportation Office determines to be appropriate. Drivers attending these meetings shall be in paid status.

Any meetings or workshops whereby a driver attains hours for his/her bus driver license renewal, as required by the State of California, shall be in a paid status up to the minimum number of such hours required annually. Meetings and workshops contained herein shall be including but not limited to mandatory physical examinations, first - aid certification (outside the district if district does not provide) and CHP testing.

#### Bidding

All drivers eligible to bid for (or to be assigned) yearly routes must meet all license requirements and be prepared to report for work within (30) working days of the first required work day at the start of the school year. Drivers not meeting these requirements will not be allowed to bid, or receive assignment until after all qualified drivers have bid or have been assigned routes.

The district shall determine which routes will be bid (or assigned) annually before the start of school. All runs available shall be prominently posted prior to the commencement of the bidding process (assignment).

Bidding/assignment should take place by seniority of hire date.

When the Transportation Office creates a new route after the completion of the initial annual bidding process or assignments of routes, the District may fill the position temporarily for not more than 20 days. The bidding process will begin during this 20-day period and be made available to all drivers on a seniority basis.

#### Paid Time Allowances

The District shall pay for bus driver medical exams and first-aid certification. At the beginning of each school year, all bus drivers shall be provided with at least five (5) hours of paid in service.

Drivers shall be allowed thirty minutes (30) for pre-trip inspection of buses with air brake systems and fifteen (15) minutes for buses with hydraulic brake systems, exclusive of travel time. Inspections shall be performed at the beginning of the day and prior to the use of another vehicle if more than one (1) vehicle is used in one (1) day.

Drivers required to stand by for a run with a break of less than one (1) hour of the previously scheduled assignment will remain in paid status. (After school trips included)

Drivers on field trips, who are required to remain for the duration of the event for which the trip is made, shall be paid for all standby hours at the appropriate rate of pay. Thirty (30) minutes shall be assigned at the end of such trips for the purpose of fueling, cleaning, completing paperwork and securing the District Yard.

#### Overtime

Overtime will be implemented in compliance with the Fair Labor Standards Act and Education Code Sections 45127 and 45128. Overtime compensation shall be one and one-half (1 ½) times the regular rate of pay after forty (40) hours per week or after eight (8) hours in any one day. The hourly rates of pay of employees on monthly salary shall be determined by dividing the monthly salary by 173.333.

The Transportation Office shall develop and implement a procedure to distribute field trip and extra time hours fairly according to the following agreement:

High School graduation and all field trips during winter and spring breaks will not be used for the purpose of balancing and will be assigned by seniority, beginning with the most senior eligible driver.

All overtime and extra time hours are accrued for the entire school year based on the first day of school to the last day of the fiscal school year as decided by the school district.

### Field Trips

#### Weekend/Holiday Field Trips:

Drivers will make their decision to be available known to Transportation before the school year starts in September. (Prior to Summer School) This list will indicate that they desire and are available to do after school and weekend field trips. This list will be by seniority and rotated accordingly by hire date. The Leadworker will assign weekend field trips to those that have signed up on the availability list which can be modified accordingly as the school year progresses.

#### Field Trips Week Days:

If an employee is assigned a field trip, that is scheduled to occur during his/her regular work day and the employee is informed of a cancellation at the time of his/her arrival at the pick-up site, the employee is entitled to be paid for his/her regular number of hours for that day, including the time spent going to and from the bus yard.

After the September sign up, drivers not on the list may change their mind and request placement on the field trip list. However, a driver coming back on the list, will come back onto the list with an entry number of hours equal to that of the highest person presently on the list. Drivers who are absent four (4) or more consecutive days who return to work after such an absence will be considered to have been taken off of the list during the absence. When the driver returns to work and wishes to continue on the trip list, he/she will come back with the number of hours equal to that of the highest person presently on the list.

At the beginning of September, drivers may alert the Transportation Office of three (3) trip refusals.

School day field trips are to be assigned by seniority of hire date and not to be used for balancing hours.

If a driver is unable to be present for field trip assignment, they shall give written notification to the Transportation Office with the exception of being absent for emergency, illness or doctor appointment. Absent drivers will be skipped for that week.

Any field trip requests coming in late will be assigned to the driver with the least hours. If a driver's name comes up for a Saturday trip and he/she has a Friday night trip that does not give him/her 8 hours off the clock, the driver will have a choice of the two trips without his/her name dropping a second time on the rotation list.

If a field trip driver forfeits kindergarten or other runs in order to drive the field trip, the hours forfeited shall be assigned to available regular drivers who work less than eight (8) hours per day.

#### Rotation Lists

The Transportation Office will maintain three (3) lists.

1. The first list will be for hours accrued for field trips on the weekend and holidays, these hours always result in overtime.
2. The second list will be for field trips done during the weekday.
3. The third list will be for extra-time assignments during the week excluding field trips.

#### Rotation

When the driver receives a field trip, his/her name drops to the bottom of the list, regardless of order. If the driver refuses a trip, his/her name will drop to the bottom of the list unless acceptance of a trip would prevent the driver from complying with the legal requirements pertaining to driving hours and time off; or interfere with the driver attending to other school district business. Refusal of a trip will result in that driver being charged or added to his/her hours the same amount of hours that field trip required.

If a driver is absent on Friday and has been assigned a Saturday field trip, that trip must be reassigned. Both drivers' names drop to bottom of list.

If a driver is ill or if there is a death in the family on the day of the field trip, the trip will be re-assigned and the driver will remain as is on the list.

If a driver's name comes up for a second field trip on the same day, he/she has the choice between the two trips for that day or the next trip to be.

If the trip has been cancelled with notice, the driver will go to the top of the rotation list.

If the trip has been cancelled without notice, the driver will receive 2 hours of compensation for coming/continuing to work and shall remain as is on the rotation list.

In the event that a non-school day trip is split, the driver will be guaranteed a minimum of six (6) hours. If a non-school day trip is split between two drivers,

each will be guaranteed a minimum of four (4) hours. If said trip is to be split between two drivers, it must first pass through the entire rotation as a single driver round trip.

If a driver turns down a trip after accepting it, the driver will be charged for the actual hours of that trip, unless the driver is sick or for personal emergency reasons.

If a driver refuses a trip, he/she will be charged the hours of the trip.

#### Summer

During the summer employees who wish to work shall be assigned work based on seniority (hire date).

#### Early Retirement Incentive-Explore

The Negotiation Team will discuss the possibility of offering classified employees an early retirement incentive. Areas to look at will be but not limited to service credit, age credit, cash incentive or medical incentive. All possibilities will be looked at.